

RIO VISTA COMMUNITY ASSOCIATION

COMMUNITY HANDBOOK

Amended November 16, 2011

Updated 9/25/2015

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RIO VISTA COMMUNITY ASSOCIATION

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RIO VISTA COMMUNITY ASSOCIATION

Dear Homeowner:

Welcome to Rio Vista community! We are thrilled you have chosen Rio Vista as your new homestead. Rio Vista is not merely a collection of homes sharing common property, rather a collection of homeowners that share common values and certain quality of life. By working together, becoming actively involved and supporting your association, we will be able to create the vital and vibrant sense of community we all desire.

Having a decisive plan in place is the first step towards ensuring that common goals will be met. The community's governing documents, known more specifically as **Covenants, Conditions, and Restrictions (CC&Rs), the Bylaws, Articles of Incorporation, Association Rules and Landscape and Design Review Requirements** act as the community's charter, or Constitution, providing a general framework for the protections and continuance of the community and its common elements.

Please take a moment to familiarize yourself with the governing documents. Understand the community's "charter" and responsibilities will greatly enhance your experience as member of the community.

Again, welcome to the neighborhood!

Sincerely,

Rio Vista Community Association

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Rio Vista Community Association
Association Rules
Created November 22, 2005

The following are a list of Rules for Rio Vista. For more detailed descriptions and further restrictions, please refer to your CC&Rs.

Alterations to Residence:

No structural alterations or modifications to the exterior are permitted without the prior written consent of the Design Review Committee (DRC) as provided in the Association's CC&Rs.

Drainage and Landscape Maintenance:

1. There shall be no interference with the rain gutters, down spouts, or drainage systems originally installed by Declarant, or any other interference with the established drainage pattern over any Lot, parcel, Common Areas, unless an adequate alternative provision is made for proper drainage.
2. All improvements that may affect the drainage pattern must include a comprehensive drainage plan with your submittal to the DRC.
3. The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and natural drainage channels.

Driveways and Garages:

1. Driveways must be kept clean and free of oil stains.
2. Garage doors are to remain closed except for entry and exit.
3. All garages must be maintained in such a way as to accommodate the number of vehicles for which it was intended and may not be converted for living, recreational activities, business or storage.

Exterior Fires:

1. No open fires shall be lighted or permitted within the Development except for the following:
 - a. Fires in a contained outdoor fireplace or barbeque unit while attended and in use for cooking purposes (provided that such fireplace or unit is not located so as to direct an unreasonable amount of smoke onto a neighbors property)
 - b. Fires within a safe and well-designed interior fireplace; or
 - c. Fires and burning related to the Declarant's construction and development activities, so long as such burning is in compliance with local governmental regulations.

Exterior Lighting:

1. All exterior lighting must be approved by the DRC prior to installation.
2. All exterior lighting must be enclosed in a manner that directs the light in specific area without causing a visual impairment to passing motorist or a nuisance to neighboring residences.

Flags:

1. American flags are permitted provided that the flag is attached to the wood fascia of the home. The flag may not exceed six (6) square feet.

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2. Decorative flags (not deemed to be a nuisance or obnoxious) are permitted provided they are placed in the same manner on the home freestanding. Decorative flags may not exceed six (6) square feet.
3. All flags must be kept in a neat and attractive, manner.
4. All freestanding flagpoles must be approved by the DRC prior to installation.

Hazardous or Toxic Waste:

Nothing other than natural rainwater may be discharged into the storm drains and storm drain system.

Holiday Decorations:

1. Holiday decorations are permitted on your Lot; however, decorations of any type are not permitted in the common area. The common area includes, but is not limited to, landscaping, streets, drives, walkways, fences and any other areas maintained by the Association. Any decorations found in the common area will be removed at the Owner's expense.
2. All decorations are permitted up to 15 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 10 of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.

Installation of Landscaping:

1. All homeowners are required to submit the plans for the landscaping for the rear yard of the lot within four (4) months from the date of conveyance of such Lot from Declarant to the Owner. If approved by the Architectural Committee, Owner shall complete the installation of the landscaping of the rear yard of the Lot within nine (9) months from the date of conveyance of such lot from Declarant to the Owner.
2. All homeowners are required to submit the "Architectural Submittal Package" to the Association and receive written approval from the Design Review Committee for all improvements prior to installation.
3. Please refer to the Landscape and Design Review Requirements for more information.

Landscape in the Common Area:

Homeowners are not permitted to install additional landscaping in the common area. Potted plants, decorative items, stepping-stones and other related items may not be placed in the common area.

Parking and Vehicular Restrictions:

1. Owners and guests should adhere to the 15 mph speed limit when driving through the community. (Adopted on 11/16/11).
2. Owners are responsible for assuring that their guests abide by the parking restrictions.
3. Owners may not park, keep or store on any part of the property, street (public or private), or driveway any prohibited vehicle, except for brief periods for loading, unloading, making deliveries or emergency repairs. Prohibited vehicles are defined as the following:
 - a. Recreational vehicles (e.g. motor homes, travel trailers, camper vans and boats),
 - b. Buses or vans exceeding 8' in height and 18' in length
 - c. Trailers, Aircraft, Boats

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- d. Inoperable vehicles or parts of vehicles
4. Owners may park a non-commercial prohibited vehicle listed above for a period not to exceed 48 consecutive hours and for the purpose of cleaning, loading, and unloading only. Owners may not exceed 120 hours in any calendar month for the purpose of cleaning, loading, and unloading of non-commercial recreational vehicles.
5. Commercial Vehicles are prohibited in the community for any length of time.
6. All Access Easement Areas must be kept free and clear at all times.
7. No repair, maintenance or restoration of any vehicle may be conducted in the Community except in an enclosed garage when the garage door is closed and for emergency vehicle repairs only.
8. On street parking overnight is prohibited, except for the vehicles parking pursuant to the short term parking exception listed in #3. Vehicles of all residents, guests and invitees shall be parked in garages, on residential driveways on the Lot or in other designated parking areas.
9. Parking is not permitted within 15 feet of any fire hydrant. Parking in areas designated as “fire lanes” is prohibited at all times.
10. Any Owner parked in violation of these rules may be subject to immediate tow away at vehicle Owner’s expense.

Pets:

1. Dogs must be on a leash when walking in the Community and you are required to clean up after your pet. No animal may be nuisance to the Community or its members.
2. Owners are not allowed to keep pets for the purposes of breeding or other commercial purposes.
3. Homeowners may not have more than a total of three (3) household pets, excluding caged birds maintained within a Residence or fish maintained in an aquarium.
4. Each Owner, in addition to cleaning up after their pets in common or community areas, is responsible for maintaining their Lot or yard in a manner that is reasonably clean of pet waste or residue.
5. No structure for the care, housing or confinement of any pet on any Lot shall be maintained so as to be visible from neighboring property.
6. Pets may not be left chained or otherwise tethered in front of a Lot or in the Common Area.
7. Each person bringing or keeping a pet within the Development shall be solely responsible for the conduct of that pet and shall be liable for any and all actions of the pet.

Satellite Dish Policy:

Satellite dish devices may be installed without DRC approval provided they meet the guidelines set forth below:

1. All satellite dish devices must be smaller than thirty-six inches (36”) in diameter and must be attached to the wood fascia of the home, strapped to the chimney or be freestanding on a patio / balcony.
2. All devices must be placed in the least conspicuous location on the Residence, as far out of view as possible or must be screened from the view from streets or any neighboring Lot or Common Area.

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3. All cables and wires for the device must be properly secured to building and may not hang. All cables and wires should be strategically placed out of view and may be required to be painted to match the building if they are deemed inappropriate.
4. No stucco mounting or penetration is permitted.
5. The DRC reserves the right to require additional modifications in order to ensure the device is in complete compliance.
6. All homeowners are REQUIRED to complete a Satellite Dish Notification form PRIOR to installation and return such to the Association.

Signs:

1. One (1) sign advertising the home for sale or lease is permitted provided the sign complies with the following restrictions:
 - a. The sign may not be larger than eighteen inches (18”) by thirty inches (30”) in size.
 - b. The sign must be attached to the ground by a conventional, single vertical stake, which does not exceed two inches (2”) by three inches (3”) in diameter. Posts, pillars or hangman-type signs are not permitted.
2. Open House signs are permitted provided there are no more than three (3) and may not exceed four (4) square feet in area and five (5) feet in height. These signs may be used for directional purposes provided they are located a minimum of three (3) feet from the sidewalk or ten (10) feet from the curb or edge or pavement where no sidewalk exists. Open House Signs may not be placed in the common area.
3. After a property has closed escrow, the real estate sign must be removed within fifteen (15) days.
4. One (1) sign advising of the existence of security or surveillance services is permitted provided the sign is no larger than eight inches (8”) by ten inches (10”) and is attached to the ground by a conventional, single vertical stake as stated in section 1b.
5. One (1) sign advising “No Soliciting” is permitted provided the sign is no larger than twelve inches (12”) by four inches (4”) and is attached to the ground by a conventional, single vertical stake as stated in section 1b.
6. All other signs or signs not in compliance with the requirements stated must be approved by the DRC prior to installation.

Storage Sheds, Firewood Storage and other exterior storage areas:

1. No separate enclosed buildings or structures, storage buildings or sheds shall be placed assembled or constructed or otherwise maintained on any Lot in areas subject to prohibition of solid rear walls and fences.
2. No separate enclosed building or structures, storage buildings or sheds may be visible from neighboring properties.
3. Any firewood storage structure in areas with open fences must be inside yards, and all firewood storage structures in all areas must be approved by the DRC.

Swimming Pools:

1. All swimming pool, spa, ponds, or other man-made body of water must comply with any local ordinances governing construction of fences or other pool enclosures.

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2. In areas without solid walls or fencing in rear yards of Lots, pool equipment shall be screened with either landscaping or approved screening material if the equipment is visible from other Lots.
3. Screening material shall not extend more than six inches above the top of the equipment.

Garbage Collection:

1. Garbage containers any other type of garbage shall be stored in fenced yards or in garages. All trash cans must be kept out of view and may not be visible from neighboring properties.
2. No odor shall be permitted to arise from the garbage or garbage containers.
3. Garbage containers may be placed outside in view no earlier than 6:00 p.m. on the day before garbage pickup is scheduled and must be returned to storage area by 11:00 p.m. same day as scheduled pickup.

Window Covers:

1. No window shall be covered with aluminum foil, sheets, newspapers or other similar material not intended or designed for use as a window cover.
2. Temporary window coverings are permitted up to sixty (60) days from the first close of escrow on the Lot. Temporary window covering must be of a neutral color harmonious with and not conflicting with the color scheme of the exterior wall surface of the home.
3. Colors or patterns differing from the options provided by the builder may be required to be approved by the Board or ARC.

Walls and Fences:

1. No solid walls or fences shall be erected on any Lot unless approved in advance and in writing by the Design Review Committee, in its sole discretion.
2. Chain-link fences are not permitted.

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VIOLATION AND FINE PROCEDURE

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Notice of Hearing” and shall request appearance on a specified date to be heard by the Board of Directors.
3. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may impose a fine and / or seek legal relief.

The fine schedule is as follows:

Description of Items	Amount
MINOR VIOLATIONS	
First Infraction	\$100.00
Second (same infraction)	\$200.00
Third (same infraction)	\$300.00
MAJOR VIOLATIONS (per occurrence)	\$100.00
i.e. Failure to obtain architectural (ARC) approval prior to making	
an exterior modification, negligent damage to Association property,	
life-threatening or safety violations, etc.	

Please note: Special Assessments may be imposed for specific violations outlined in the Association’s Governing Documents.

Reporting Violations:

Except in those cases where a violation is visually verified (i.e. storage of garbage containers, unauthorized architectural improvements, recreation vehicle storage in driveways, etc.), concerned homeowners may report a violation in writing and the complaint must be signed by a minimum of two (2) separate Lot Owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee the name will remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, should the matter come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor in compliance with the neighbor-to-neighbor dispute resolution policy.

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Landscape and Design Review Requirements Established November 22, 2005

I. Objective:

The objective of the Landscape / Design Review Committee is to facilitate the evaluation of proposed improvements for each residence in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each individual family.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child-proofing, animal control, etc., will be thoroughly evaluated.

Each proposed Landscape Improvement program must first comply with any and all CC&R requirements, as agreed, as well as local codes and ordinances. Approval by the Association does not, however, constitute a representation or warranty by the Association that the proposed improvements comply with local codes and ordinances.

While consideration may be given by the Architect and / or DRC, with regard to the obstruction of any homeowners view, the documents specifically do *not* protect any homeowner's view, and protection of any such views may or may not be considered when approving a proposed Improvement. Such consideration is solely at the discretion of the approving architect and / or DRC, per the CC&Rs.

These Landscape Improvement Requirements are in no way an attempt to dictate the character of the design program, but rather to assure that the design program takes into consideration any obstructions and / or adverse affects to surrounding neighbors.

II. Construction and Installation Rules (Declarant is exempt):

1. Toilets, sand, construction material and / or other related items are not permitted on the street or sidewalk.
2. Contractors are required to clean up each day after construction by hosing down and / or sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local Best Management Practices for Storm Water Pollution must be strictly followed.
3. Contractors and / or other service providers may not trespass onto any other Lot without said Lot Owners' written permission.
4. Construction trailers or equipment may not be stored overnight on the streets or on any Lot.
5. All garbage containers used during construction and installation of improvements must have a cover placed on them. Please have the garbage container covered at all times, except of course when you are discarding materials into the container.
6. Homeowners are responsible for ensuring that no runoff from the Owner's Lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.

III. Owners / Designer Responsibilities and Procedure:

1. Each Owner shall submit three (3) sets of plans and three (3) sets of DRC applications to the Association for design review and compliance, along with a check payable to Rio Vista Community Association. If a third plan check is required, an additional deposit may be required.
2. The Owner or his / her design representative shall be responsible for checking the CC&R's requirements and with the local governing agencies to assure that all Improvements and set-backs meet the requirements of local codes and ordinances.

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3. The Association or their representative shall not be held liable for non-conformance with local codes and ordinances. Nor shall their representative be held liable for site design discrepancies and neighboring non-approvals.
4. The Owner or his / her design representative shall be responsible for contacting the Association's Authorized Agent at: HOA Management Solutions, Inc., (661) 456-9436 to clarify any comments regarding the design review prior to the re-submission of the Landscape Improvement Plans.
5. The Association or its agent reserves the right to inspect any improvement at any time during the construction process to ensure that the improvement is being completed in accordance with the approved plan. Per the CC&Rs, each homeowner, by accepting title to their Lot, has agreed to such an easement for inspection.

IV. Association Responsibilities:

First Plan Check / Review:

1. We shall review the initial submitted landscape plan(s) for guideline compliance, CC&R compliance and local codes and ordinance compliance.
2. Plans will be approved or denied within thirty (30) days of complete submission.
3. In the event concerns and / or corrections are required to the provided landscape plans, we shall provide a redline print(s) along with the itemized checklist of the required corrections. We shall also provide re-submission requirements.

Second Plan Check / Review (if required):

1. Upon submission, a second plan check review will be conducted, with anticipation that all concerns and / or corrections have been addressed. At that time, a letter of "Approval" shall be forwarded to the homeowner if appropriate.
2. In the event the indicated concerns and / or corrections have not been addressed, in their entirety, we shall again provide an additional redline print(s) along with an itemized list of the required corrections.

Third Plan Check / Review (if required):

1. Upon re-submission, a third plan check review will be conducted, with the anticipation that all concerns and / or corrections have been addressed. At that time, a letter of "Approval" shall be forwarded to the homeowner. There is an additional fee for a third plan check.
2. In the event the indicated concerns and / or corrections have not been addressed in their entirety, we shall again provide an additional redline print(s) along with an itemized list of the required corrections. At this time, the Board may become involved in the process, if said homeowner is uncooperative with the architect hired by the Association.

V. Submission Requirements

Plan requirements for all submissions:

- Completed "Architectural Request Form"
- Completed "Neighborhood Notification Form"
- Date on plans

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- Three (3) complete sets of plans
- House/Property street, address and contact number
- House/Property Lot and Tract number
- Proper scale (Site plan at 1/8" – Floor plans at 1/4" – Elevations at 1/8" – Landscape at 1/8")
- Name, address and contact number of entity that prepared the drawing.
- Check for \$100.00 made payable to the Association.

Site and / or Landscape Plan:

- Show all property lines accurately as to length, angles and amount of curve.
- Show existing building(s) / structure(s).
- Show existing walls, fences, gates sidewalks, paving, planters and other constructed or hardscape elements which impact the design.
- Show all applicable utilities & improvements.
- Show proposed planting areas.
- Show proposed decks, fences, walls, stairs, trellises, arbors gazebos, spas, ponds, fountains, ornamental rocks, barbecues, courts, play equipment, apparatus and yard lighting.
- Pools and spa plans shall include the location, size and sound mitigation treatment of all mechanical equipment.
- Dimensions (in feet and inches).
- Grade changes.
- Location of new area drains and drain pipe routing.
- Grading & Drainage Notes.
- Construction Notes
- Walls, fences, gates, screens, etc.
- Trellises, overheads, etc.
- Fountains, ponds, pools, spas, etc.
- Barbecues, fireplaces, fire pits, etc.
- Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc.
- Lighting fixture locations, heights & sizes with bulb type & wattage.
- Exterior lighting to be indirect and shielded from adjacent properties. All lights must be compatible with house design and should be simple in design and color. No exposed wires or cables.
- Photos of project site depicting existing site conditions and adjacent property relationships.
- Show elevation of existing adjacent grade.
- Special note – see end of check list.

Exterior Elevations:

- Elevations of existing and proposed architectural elements with roof slope pitches.
- Ridge heights

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- Note all finish materials, colors and textures of proposed work.
- Note if proposed finishes and material are to match existing finishes and materials.
- Color & materials board clearly depicting materials and / or colors that differ from existing.
- Exterior materials, trims, detailing and finishes.
- Special note – see end of check list.

Floor Plans:

- Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.
- Floor plans of existing and proposed room layouts with horizontal dimensions and all features that affect the exterior – windows, doors, overhangs, etc.
- Show dimensions of proposed work and related existing work and indicate relationship.
- Delineate all parts of the exterior that cannot be shown on elevation drawings.
- Clearly identify proposed new work areas and differentiate existing work areas from them.
- Special note – see end of check list.

Roof Plans:

- Show all existing and proposed roof surfaces, noting pitches and overhangs.
- Call out existing and proposed roof materials and colors.
- Ridge heights
- Special note – see end of check list.

Mechanical and Solar Energy Plans:

- Show all mechanical devices exposed to the exterior including solar collectors, storage tanks, piping, and other distribution and collection components.
- Devices are integrated into the roof design and flush with existing roof slope.
- Frames are colored to complement roof.
- No natural aluminum frames.
- Mechanical equipment screened.
- Special note – see end of check list.

GENERAL DEVELOPMENT GUIDELINES

Heights:

- Maximum height of the occupied areas of all other structures including patio structures, trellises and gazebos shall be limited to ten (10) feet.
- All portions of the proposed structure that are decorative and unoccupied and exceed the twelve (12) feet limit are subject to review and may not be permitted.
- Vertical trellis, trellage, grills or small arbors are not any higher than seven (7) feet.
- Element does not exceed the height of the adjacent property line fence/wall or six (6) feet, whichever is less.
- Freestanding fireplace chimney does not exceed six (6) feet in height.
- Special note – see end of check list.

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Fences and Walls:

- Existing fences/walls are not removed or modified.
- No double walls constructed side by side.
- Fences, walls and gates are no more than six (6) feet or are the same or less in height than the existing fence/wall.
- Retaining walls blend in and compliment style of home.
- Planter walls blend in and compliment style of home.
- Drainage system provided near wall footing.
- No exposed wooden fences with the exception of lattice screens or trellage are viewed from public place.
- Material, color & texture to be compatible with existing house (no uncovered concrete block).
- Maximum height is 6 feet above adjacent grade or equal to or below the height of existing walls.
- Do not modify (lower or raise) the grade adjacent to any existing walls, fences, gates and or pilasters or columns.
- No uncovered concrete block.
- Special note – see end of check list.

Door and Window Coverings:

- No screen door on front or main entry door.
- No aluminum or metal awnings or covers over windows or patios.
- No aluminum foil, paint, sheets, newspapers, or other unsightly covering on windows.
- Special note – see end of check list.

Garage Doors:

- Garage door is compatible in design and color with house.
- Garage door is simple in design and color (no ornate decoration).
- Special note – see end of check list.

Exterior Lighting:

- Lighting fixture locations, heights & sizes with bulb type and wattage noted on plan.
- Lighting is indirect and shielded from adjacent properties.
- Lighting is compatible with house design and is simple in design and color.
- No exposed wires or cables.
- No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or common area.
- Lamp source is not high-pressure sodium, metal halide or other inappropriate type.
- Special note – see end of check list.

Patio Covers, Gazebos, Trellis and Sundecks:

- Provide exterior elevations of all proposed structures including trellises, gazebos, and shade structures.
- When proposed improvement is attached to existing home, show the existing elevation in relation to the proposed improvement.

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- Trellis posts shall be located a minimum of five (5) feet and overhangs a minimum of three (3) feet from existing side or rear yard walls or property lines, whichever is the more restrictive.
- Square footage is in proportion to the yard (is not more than 50% of rear yard area).
- Trellis height is not to exceed ten (10) feet above existing finish grade.
- Peaked or sloping roofed gazebos are not to exceed twelve (12) feet above the existing finish grade to the uppermost height of the roof.
- Design, color, finish and detailing must be consistent with the existing house.
- Columns may be stucco or wood (4x4 wood posts must have wood trim to appear wider and more substantial). No exposed metal posts permitted.
- Any design features incorporated into the patio cover, gazebo, trellis and/or sundeck must be compatible in appearance with the existing house and surrounding community.
- Side elevation not enclosed, except for hand or guardrail or portion of existing dwelling.
- Special note – see end of check list.

Second floor level height Sundecks, Balcony, Open Porch, etc.:

- No sundeck on or over any portion of a second story roof.
- Floor height does not exceed existing second floor living level.
- Sundeck is directly accessible from living unit levels.
- Railing is appropriate to architecture (no horizontal pipe rail).
- Special note – see end of check list.

Exterior Stairs:

- Location, material and color is compatible with existing house.
- Stair supports are designed as integral parts of house.
- Spiral stairs are compatible with architecture of house.
- Special note – see end of check list.

Awnings:

- Awnings are compatible in color and design with house.
- Awnings are simple in design and color.
- Awnings size, location and form are in scale with windows.
- Special note – see end of check list.

Playground Equipment:

- Basketball backboard is compatible with house design and is painted to match adjacent surfaces. (No clear backboards).
- Equipment does not exceed twelve (12) feet in height.
- Play equipment can exceed perimeter wall height if screened from view with landscaping and color subdued.
- Play equipment must be located on private property.
- Special note – see end of check list.

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Flagpoles:

- Flagpoles must be compatible with color and scale of the house.
- Special note – see end of check list.

BUILDING MATERIAL STANDARDS

Exterior Building Walls:

- Utilized wood trim to match existing trim, fascia, or barges.
- Paint color and finish of trims, fascias, barges and doors matches existing.
- Stucco color and texture matches existing.
- Exterior cover materials are consistent and continuous on building walls.
- Special note – see end of check list.

Windows and Door Openings:

- Openings are located and detailed in a manner consistent with existing treatments.
- Special note – see end of check list.

Window Glazing, Tinting and Shading:

- Glass tinting and shading is consistent with existing treatment.
- No reflective glass films and/or plastic roll up shades are proposed.
- Special note – see end of check list.

Diverters:

- Galvanized iron or aluminum diverters are painted to match roof vents or roof material.
- Special note – see end of check list.

Roofs, Flashing and Vents:

- Roofing material matches existing roofing material.
- Building up roofing material on flat areas matches existing roof.
- Roof patches match existing.
- Roof vents and flashing are painted to match roof color or existing vents.

Gutters and Downspouts:

- Gutters and downspouts are painted to match house color or trim.
- Special note – see end of check list.

Wrought Iron and Tubular Steel:

- Wrought iron or tubular steel is galvanized or bonded prior to applied finish color.
- Wrought iron or tubular steel matches existing.
- Special note – see end of check list.

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LANDSCAPE REVIEW ITEMS

Front Yards:

- Paving materials to be compatible with house color and style.
- Driveway expansion does not exceed two (2) feet on each side.
- A three (3) feet wide planting area remains at the back of the sidewalk.
- Walkway to front door does not exceed 1/3 of the frontage of the front yard (clarify condition – i.e. establish percentage of softscape and landscape).
- Paving material is compatible with house.
- Special note – see end of check list.

Trees:

- Trees installed by original builder is retained.
- Be appropriate section based upon ground space, horizontal and vertical clearance at reasonable level of maturity.
- Minimum two (2) each fifteen (15)-gallon trees in front yard and three (3) each fifteen (15)-gallon trees on corner Lots (Sago Palms and Pygmy Date Palms do not satisfy this requirement).
- Special note – see end of check list.

Shrubs, Ground Cover & Turf:

- Botanical & common names or proposed plant material.
- Plant sizes & locations on the plans.
- Be appropriate section based on ground space, horizontal and vertical clearance at reasonable level of maturity.
- 100% of ground plane covered by plant material or shredded bark material.
- No large areas of bare earth.
- Shrubs to be planted at the base of the house, walls and fences visible from street.
- Corner Lot side yard area between fence/wall & walk to be planted with lawn, ground cover, shrubs and/or vines.
- Special note – see end of check list.

Sprinklers:

- Irrigation head layout shown on plan.
- Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off of property.
- Special note – see end of check list.

Thematic Landscape Features:

- No mirror balls, pink flamingos, statues, sculptures, Astroturf, gravel yards in front yard areas visible from street.
- Except for patio covers/trellises and gazebos, no landscape features (wall, fence, statue, sculpture, waterfall, fountain, etc.) shall exceed the height of the perimeter wall or 6 feet above the lowest immediately adjacent grade, whichever is less.
- Special note – see end of check list.

Visible to the Street Garden Walls & Planters

- Material, color & texture to be compatible with existing house (no uncovered concrete block).

RIO VISTA COMMUNITY ASSOCIATION

- Maximum height is six (6) feet above adjacent grade. Vines and shrubs encouraged to soften appearance.
- Do not modify (lower or rise) the grade adjacent to any existing walls, fences, gates and/or pilasters or columns.
- Soil not to be retained against wall unless designed to do so.
- Simple in design and color compatible with house.
- Metal fences to have horizontal top rail and vertical posts without decoration.
- Maximum height is five (5) feet, six (6) inches, and must be equal to or below the height of existing walls.
- Solid wood fences are permitted and must be painted compatible with the house, if visible from the street in color.
- No chain link, poultry wire, woven wire, aluminum, sheet metal, plastic, fiberglass, wood rail, reeds, straw, bamboo, rope and other similar temporary or commercial materials are permitted.
- No uncovered concrete block.
- Special note – see end of check list.

Water Features – Spas, Pools, Reflecting Pools, Ponds and Fountains:

- Must not damage existing walls or fences.
- All equipment must be completely screened from off-site view.
- All equipment noise impact on neighbors must be minimized with sound attenuation devices (i.e. masonry, walls, metal enclosures, etc.)
- All solar collectors must be designed and located to be unobtrusive. Colors must be compatible with the house.
- Construction of Water features must not disturb neighbors' yards, property or improvements.
- Construction of Water features must not disturb the Project's Community Association property or improvements.
- Construction of Water features must not disturb the Master Association's property or improvements.
- Special note – see end of check list.

Drainage:

- All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per foot with a slope of 2% or 1/4" per foot preferred.
- All drain pipes must drain at a minimum of 1/2 % or 1/16" per foot with a slope of 1% or 1/8" per foot preferred.
- All grades in plant beds must be held a minimum of six (6) inches below adjacent finish floor and four (4) inches below the adjacent metal house screed.
- All grades in plant beds must be held a minimum of six (6) inches below the top of adjacent planter or retaining wall.
- All plant bed grades adjacent to existing walls or fences are not to be changed.
- All finish surfaces of paving elements are to be held below the adjacent metal house screed.
- Utilize domed grates on catch basins in plant bed areas.

Special Note from Previous Sheets:

- 1) Do not change the grade adjacent to existing walls & fences.
- 2) During the installation process, follow the "Drainage" guidelines found on this check list.

RIO VISTA COMMUNITY ASSOCIATION

ARCHITECTURAL REQUEST FORM

Please return to: Rio Vista Community Association
Post Office Box 12710
Bakersfield, California 93389-2710
rvca@hoacity.com

Homeowner Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Telephone No.: _____

Business Telephone No.: _____ Mobile Telephone No.: _____

I. PROPOSED PROJECT INFORMATION

Describe the proposed improvement in detail: _____

II. NEIGHBOR ADVISEMENT

With your submission, please include three (3) copies of the neighbor notification form, signed by any neighbors that will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring lots, which may be visually impacted by your improvement(s) from their rear yards.

III. DOCUMENTS REQUIRED FOR SUBMISSION

- Three (3) sets of detailed plans as specified in ARC Guidelines.
- Three (3) sets of this application form.
- Three (3) copies of the completed neighbor notification form.

By signing this document, I certify that the items included create a true representation of the improvements that I plan to make to my property.

Homeowner Signature: _____ Date: _____

RIO VISTA COMMUNITY ASSOCIATION

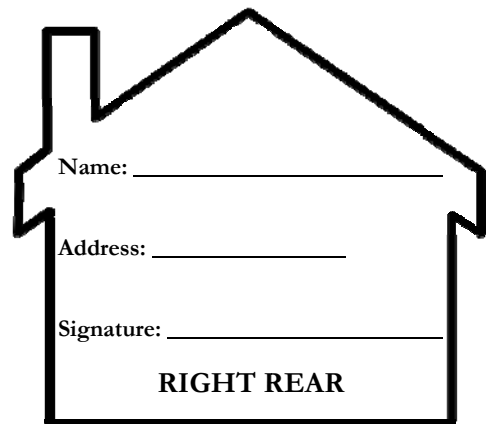
NEIGHBOR NOTIFICATION FORM



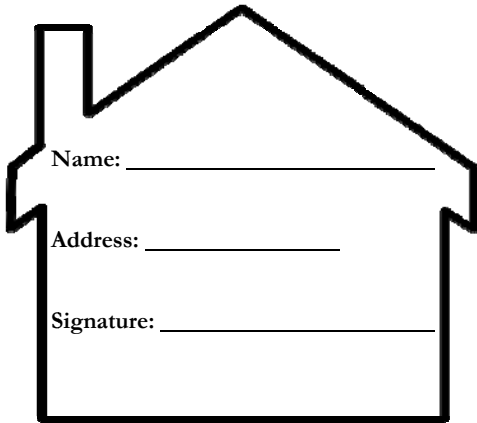
Name: _____
Address: _____
Signature: _____
LEFT REAR NEIGHBOR



Name: _____
Address: _____
Signature: _____
REAR NEIGHBOR



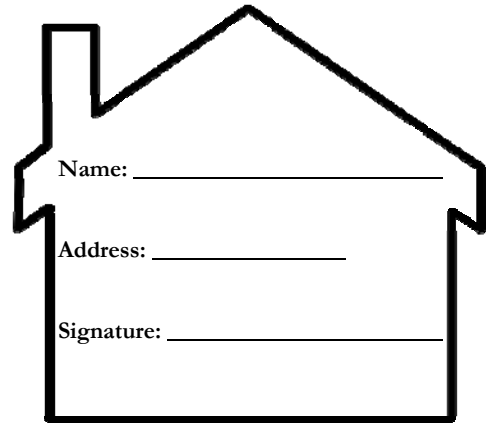
Name: _____
Address: _____
Signature: _____
RIGHT REAR



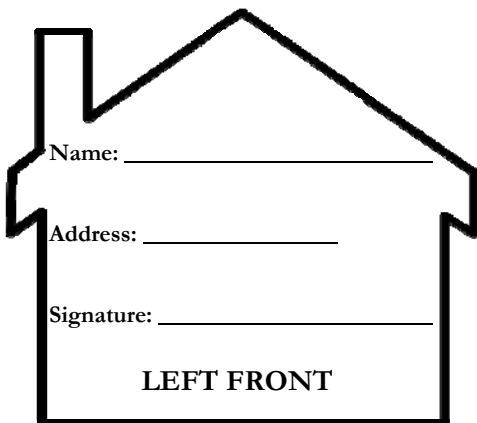
Name: _____
Address: _____
Signature: _____
LEFT ADJACENT NEIGHBOR



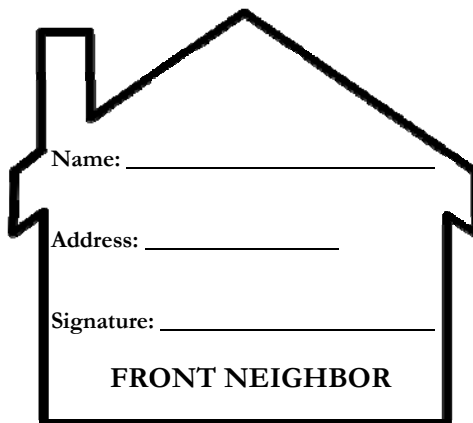
Name: _____
Address: _____
YOUR HOUSE



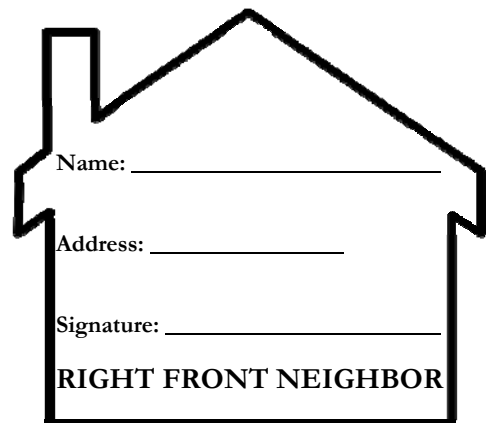
Name: _____
Address: _____
Signature: _____
RIGHT ADJACENT NEIGHBOR



Name: _____
Address: _____
Signature: _____
LEFT FRONT



Name: _____
Address: _____
Signature: _____
FRONT NEIGHBOR



Name: _____
Address: _____
Signature: _____
RIGHT FRONT NEIGHBOR

If neighbor is not impacted by improvements, then write “Not impacted” in signature line.

Signature on above does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed in writing to the Association.

RIO VISTA COMMUNITY ASSOCIATION

NOTICE OF COMPLETION FORM

Homeowner Name: _____ Contact Number: _____

Property Address: _____

Summary of Completed Improvements:

Attachments (check box to indicate enclosures):

Copies of photographs of all improvements included.

Please note that notice of completion form is not complete if photographs of improvements are not enclosed.

Homeowner Signature: _____ Date: _____

By signing this form, the homeowner is stating that improvements have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

Please return to: Rio Vista Community Association
Post Office Box 12710
Bakersfield, California 93389-2710
rvca@hoacity.com

RIO VISTA COMMUNITY ASSOCIATION

SATELLITE DISH POLICY

1. Satellite dish devices may be installed without DRC approval provided they meet all the guidelines set forth below.
2. All satellite dish devices must be smaller than thirty-six (36") inches in diameter and must be attached to the wood fascia of the home, strapped to the chimney or be free standing on a patio/balcony.
3. All devices must be placed in the least conspicuous location of the Residence, as far out of view as possible or must be screened from the view from streets or any neighboring Lot or Common Area.
4. All cables and wires for the device must be properly secured to building and may not hang. All cables and wires should be strategically placed out of view and may be required to be painted to match the building if they are deemed inappropriate.
5. No stucco mounting or penetration is permitted.
6. The DRC reserves the right to require additional modification in order to ensure the device is in complete compliance.

All homeowners are REQUIRED to complete a Satellite Dish Notification PRIOR to installation and return such form to the Association.

RIO VISTA COMMUNITY ASSOCIATION

NOTICE OF SATELLITE DISH INSTALLATION

Homeowner Name: _____ Contact Number: _____

Property Address: _____

Satellite Dish Agreement:

I, _____, have read the satellite policy and procedure for the
(Homeowner Name)
Association and agree to install the device per the requirements.

The device will be installed on _____. I understand that if the satellite device
(Installation Date)
CANNOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Homeowner Signature: _____ Date: _____

Please return to: Rio Vista Community Association
Post Office Box 12710
Bakersfield, California 93389-2710
rvca@hoacity.com

RIO VISTA COMMUNITY ASSOCIATION

VIOLATION REPORT FORM

(Your information is required in order to process form)

Name(s): _____

Property Address: _____

Contact Number: _____

Violation Information

Please provide the name (if known) and address of the Lot where the violation is alleged to have occurred.

Name(s): _____

Property Address: _____

Summary of alleged violation(s):

On what days and at what time does the violation usually occur?

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then signatures of homeowners representing two separate lots, within the community, may be required to initiate the Association's violation procedure.

1) Homeowner Name: _____

Property Address: _____

Contact Number: _____

2) Homeowner Name: _____

Property Address: _____

Contact Number: _____

RIO VISTA COMMUNITY ASSOCIATION

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of Rio Vista Community Association on November 22, 2005. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Rio Vista Community Association or any other Governing Documents of the Association. This policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area (example included, but are not limited to, parking, noise, animals).
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For the ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code §1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable governmental agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstance and, if so, the action to be taken in accordance with Association Notice and Hearing Procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR TO NEIGHBOR DISPUTES

RIO VISTA COMMUNITY ASSOCIATION

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board of Directors welcome homeowner attendance at the Board meetings, to observe business matters that occur involving the corporation. In order to give you an opportunity to address the Board, and in accordance with California Civil Code §1363.05(i), the Board has allotted a period of time at the beginning of each Board meeting (Open Forum), and if time permits, a similar forum will be conducted at the end of each meeting.

The Open Forum at the beginning of the meeting can address topics on the agenda, or those which have become future agenda items. If you want your concerns noted on an agenda item prior to the Board taking action, the Open Forum is the place for you to express an opinion.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board OR if there is a sign-in sheet, indicate your presence to be recognized by the Board.
2. State your concern in clear and simple terms, and please limit your time to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern, previously conveyed, then please raise your hand to be recognized; however, the Chair may limit participation to once per Owner.
4. Please do not interrupt others while they are speaking.
5. Maintenance related items are to be directed to HOA Management Solutions Inc., Post Office Box 12710, Bakersfield, California 93389-2710, (661) 456-9436 by calling or writing (Open Forum is not the proper channel to report maintenance matters).
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a meeting of the Directors of a Corporation.
2. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before votes are taken. This discussion is to take place only between the Board members (and with Management, if needed).
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month prior to the upcoming meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day prior to the Board meeting. (Note: The Board may be unable to make decisions on items until they have conducted the appropriate research and have had time to consider their results.)
6. If you are unable to attend a Board meeting, you are always welcome to submit your concern in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail, or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

RIO VISTA COMMUNITY ASSOCIATION

POLICY AND PROCEDURE FOR COLLECTION OF DELINQUENT ASSESSMENTS, FEES, CHARGES AND COSTS

The Board of Directors at their meeting of November 22, 2005 adopted the following policies and procedures regarding the payment and collection of Delinquent Assessments, Fees, Charges and Costs.

Assessments – Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs – The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency – The term "delinquency" shall include any delinquent unpaid regular or special assessments, fees and costs owed on the account.

Partial Payments – If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all as is specified in California Civil Code §1366.3 prior to the Association's obligation to inform the Owner that of any rights to resolve any dispute pursuant to California Civil Code §1354, civil action, or any other procedure available through the Association.

Payments – Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If a partial payment is accepted, it shall be credited first to outstanding principle balances on the member's account pursuant to California Civil Code §1367.1 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans – The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the pre-lien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the Board of Directors based upon the circumstances of each delinquent account.

Personal Liability – All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to California Civil Code §1367.1.

Returned Check Charges – The bank charge (currently \$25.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements – Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection cost incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges – If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the delinquent member's payment to these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

RIO VISTA COMMUNITY ASSOCIATION

PROCEDURE:

Due Date: Regular Monthly Assessments are due on the first (1st) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

15 Days Past Due:

The account becomes delinquent and late charge equal to Ten Dollars (\$10.00) is charged to the delinquent homeowners account.

30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and cost of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their statement.

Two Months Past Due:

Prelien package and letter is sent to the homeowner by Certified Mail pursuant to California Civil Code §1367.1 informing that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within **thirty (30) days**. The delinquent homeowner's account shall be charged \$105.00 for issuance of the Prelien letter.

Three Months Past Due:

The Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$185.00 for the fees and costs associated with the preparation and recording of the assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent Owner by Certified and First Class Mail.

After Appropriate Legal Notification:

The delinquent account is assigned to the Association's attorney to prepare an **Intent to Commence Collection** letter to be sent to the delinquent homeowner advising that the attorney shall initiate collection upon the assessment lien unless full payment is received within **fifteen (15) days**. The attorney fees and costs associated with the Intent to Commence Collection letter will be charged to the delinquent homeowner's account and all further communications for the collection of the delinquent account are to be through the Association's attorney.

In lieu of proceeding to foreclosure sale against the property, the Board may elect to proceed with a judicial suit for collection of the delinquencies. All fees and costs associated with the foreclosure or judicial suit for collection shall be charged to the delinquent homeowner's account.

The Association's address for overnight delivery shall be:

Rio Vista Community Association
c/o HOA Management Solutions Inc.
1430 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301