

# **RANCHO MURIETA ASSOCIATION**

## **NON-ARCHITECTURAL RULES**

*Revised July 18, 2017*

The natural beauty of Rancho Murieta is for its members and their guests to enjoy and to assist in preserving. The peaceful flowing terrain, with its many oak trees and acres of green belt areas, is the foundation for Rancho Murieta's reputation as a community of distinction. This was one of the principal motivations underlying the decisions to live and invest here.

The Rancho Murieta Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") was designed to protect this environment, as well as the investment, security, and general welfare of Rancho Murieta Association members. We are a growing community, and as the residential community evolves, the importance of compliance with the CC&Rs increases.

The Rules have been adopted in the interest of the general welfare of the members, and to insure the rights and privileges of all the members, and are consistent with the goals and objectives set forth in the Articles of Incorporation, the Bylaws of the Association, and the Declaration of Covenants, Conditions, and Restrictions. The Rules are not for the purpose of amending or repealing the Declaration or Bylaws, but are for the purpose of augmenting or supplementing duties and obligations provided therein.

The Rules may be amended and modified from time to time by resolution of the Board of Directors of the Association. Copies of the Rules are available to members in the Association office.

The Association shall provide each member with a copy of the Rules and any modification thereof. The Rules shall be binding upon the conduct of every member and every other person while on the properties owned by the Association. As a reminder, the members are responsible for the actions of their guests and/or tenants, and must accompany their guests at all times during use of the parks, lakes, and common areas.

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## **NON-ARCH RULE I - ENFORCEMENT POLICY**

### **Section 1. Enforcement Introduction**

The enforcement policy is a process to provide orderly management of the Rules and Regulations, Covenants, Conditions and Restrictions, etc. for Rancho Murieta. This policy shall become effective October 1, 1998, and shall continue in force until changed by official action of the Board of Directors. The enforcement policy covers all items from the Rules and Regulations, the Covenants, Conditions, and Restrictions and Bylaws, as well as any further policies, rules, regulations, or amendments enacted by the Board of Directors and published to the members.

### **Section 2. Enforcement Procedure**

The Board of Directors of Rancho Murieta Association has adopted enforcement procedures for obtaining compliance with the Association's governing documents. The CC&Rs provide for the formation of a Grievance Committee to hear the appeals of the enforcement procedures regarding violations of the CC&Rs and rules. A complete set of the procedures for enforcement is contained in the RMA Board's "Procedure for Obtaining Compliance with Governing Documents," which is available on request in the Association office. (See CC&Rs Article XII, Section 7.)

### **Section 3. Violation Schedule**

- A. Unless otherwise stated in a specific rule, each violation shall result in the following (See CC&Rs Article XII, Section 6(c).):

First Violation – Violation with No Fine  
Subsequent Violations - \$100.00 Fine each

The 12-month period begins on the date of the first violation. The 12-month period is continuous unless and until there is a 12-month cessation in violations. If there is a 12-month cessation in violations, then the 12-month period begins again with the next violation.

- B. The first garage door violation will result in a Violation with No Fine. The second and any subsequent violations in any 12-month period will result in a \$25 fine.
- C. Each violation or noncompliance within a specific rule may carry a separate and additional schedule of supplemental assessments as set forth under each specific rule contained herein. (See CC&Rs Article XII, Section 6(c) and CC&Rs Article IV, Section 4.)
- D. For any violation in excess of a third violation and providing that all proper notices and opportunities for hearing have been satisfied, the Board of Directors may: (1) impose temporary suspension of the property owner's rights as a member of the Association or other appropriate discipline, including denying the violator the right to use the common area including the use of vehicles on roads, or (2) determine that legal action is necessary in order to meet the Board's responsibilities on behalf of the Association's entire membership. When the Board of Directors makes this determination, they shall authorize engagement of an attorney or other technical personnel to initiate appropriate action against the cited violator. (See CC&Rs Article II, Section 1(b), Article XII, section 6(a).) Should the Association or an individual member wish to file a lawsuit for enforcement of the Association's governing documents, Civil Code 1354 encourages parties to submit the dispute to a form of alternative dispute resolution (ADR) such as mediation or arbitration

- prior to filing a lawsuit. For additional information, refer to California Civil Code 1354.
- E. The time allowed for correction of a violation, where applicable, shall be the reasonable time required to remedy a violation before a second citation for the same violation is issued. The reasonable time limitation between citations shall be based on the particular violation and the time required for a prudent person acting diligently to remedy this particular violation. (See CC&Rs Article XII, Section 6(a)(b).)
  - F. In addition to the monetary assessments above, RMA reserves the right to take immediate action as it deems necessary to cause a violator to come into compliance and may assess the enforcement cost against the owner. (See CC&Rs Article XII, Section 6(a) and Bylaws Article VI, Section 5. See also Board Resolution 00.03.01.)

#### **Section 4. Statute of Limitations**

A specific rule violation shall not be accumulative beyond one year from the date the violation is cited. (See CC&Rs Article XII, Section 6(d).)

#### **Section 5. Identification**

- A. Any person believed, by an on-duty Security Officer, to have committed a violation of the Rancho Murieta Association's governing documents or Rancho Murieta Community Services District Ordinance shall stop the activity upon request and identify himself or herself and give his or her residence address. If the person asked to identify himself or herself is a guest, the RMA resident's name must be provided.
- B. A violation of this rule may result in a fine. This fine shall be in addition to any fine relating to the violation of the governing documents.
- C. If a non-member refuses to identify himself or herself or refuses to identify the member of whom he or she is a guest of, the non-member may be escorted out of the community.

#### **Section 6. Interference with any RMA or RMCS D Employee, Agent, or Volunteer**

A member, resident, guest, or vendor who fails to heed directions, uses foul or abusive language, verbally abuses, intimidates or attempts to intimidate, harasses, or threatens to commit or commits actual violence or any other activity which obstructs, prevents or otherwise hinders an RMA or RMCS D employee, agent or volunteer in the performance of their duties may be issued a violation.

The first violation of this rule will result in a \$100 fine. The second violation of this rule issued to any member property within a 12-month period will be subject to a \$200 fine. The third violation of this rule, and any subsequent violations issued to any member property within a 12-month period will be subject to a \$300 fine.

## **RULE II - MOTOR VEHICLES**

### **Section 1. Use of Streets**

Streets and roadways within the properties shall not be used for recreational purposes including joy riding, racing, etc. Motor vehicles (other than maintenance equipment) are restricted to designated road surfaces. Golf carts (as defined in California Vehicle Code Section 345) and low-speed vehicles (as defined in California Vehicle Code Section 385.5) are restricted to designated road surfaces and designated trails. The use of two (2) or three (3) wheeled motor vehicles such as motorbikes, trail bikes, and the like is prohibited. Motorcycles with functional factory equipped muffler systems are allowed in Rancho Murieta South. (See CC&Rs Article VII, Section 12(f))

### **Section 2. Driver's License**

Every driver operating a motor vehicle, including golf carts and low-speed vehicles, within Rancho Murieta shall possess a valid driver's license (See CC&Rs Article VII, Section 12(f))

### **Section 3. Speed Limit**

No vehicle including golf carts and low-speed vehicles may be driven within Rancho Murieta in excess of twenty-five (25) miles per hour unless otherwise posted. Posted areas shall be observed by all drivers. Examples are - cart crossings; playground areas; etc. (See CC&Rs Article VII, Section 12(f))

### **Section 4. Enhanced Speeding Penalty**

Driving a motor vehicle, including golf carts and low-speed vehicles, at more than twice the posted speed limit shall constitute two offences for penalty determination under Section 7, and the fine set forth in that Section shall be doubled (see CC&Rs Article XII, Section 6(c)).

### **Section 5. Stop Signs**

The driver of any vehicle, including golf carts and low-speed vehicles, approaching a stop sign at the entrance to, or within, an intersection shall stop at a limit line, if marked, otherwise before entering the crosswalk on the near side of the intersection. If there is no limit line or crosswalk, the driver shall stop at the entrance to the intersecting roadway.

### **Section 6. Bus Stops**

The driver of any vehicle, including golf carts and low-speed vehicles, approaching a school bus that is stopped for the purpose of loading and unloading school children and displays a flashing red light signal and/or stop signal arm, shall bring the vehicle to a stop immediately and shall not proceed past the school bus until the flashing red light and/or stop signal arm cease operation. The first violation of this rule will result in a \$100 fine. The second violation of this rule issued to any member property within a 12-month period will be subject to a \$200 fine. The third violation of this rule, and any subsequent violations issued to any member property within a 12-month period will be subject to a \$300 fine.

**Section 7. Fines for Multiple Moving Violations within a 12-month Period**

Except as provided in Section 4 above, the first offense receives a Violation with a No Fine letter. The second moving vehicle violation within a 12-month period will be subject to a \$100 fine. The third moving vehicle violation issued to any member property will be subject to a \$200 fine. The fourth moving vehicle violation, and any subsequent violations issued to any member property will be subject to a \$300 fine. Any moving vehicle violations in excess of four within a 12-month period may result in a referral to the Board of Directors for further discipline pursuant to Article XII, Section 6 of the CC&Rs. (See CC&Rs Article XII, Section 6 (c).)

Multiple moving vehicle violations observed on one occasion shall result in a maximum of two violations. Multiple infractions shall include, but not be limited to, two or more violations of the stop sign rule for two or more stop signs and two or more violations of driving in excess of the posted speed limit.

**Section 8. Vehicle Decal**

Vehicles including golf carts and low-speed vehicles owned by residents of Rancho Murieta Association shall display an approved Rancho Murieta Association decal on the designated area of the vehicle.

**Section 9. Trailers and Commercial Vehicles**

No owner or resident of any lot in the properties shall store, park, or keep house trailers, or commercial vehicles (exceeding 3/4 ton) on said lot, on street, or on the common area; provided that, such trailers, or other vehicles may be parked or stored within the garage of the residence on said lot, with the garage door kept closed at all times except for ingress and egress and when an owner, occupant, or workman is present therein. (See CC&Rs Article VII, Section 12(d))

**Section 10. Overnight Parking**

There shall be no overnight parking of vehicles on the streets at Rancho Murieta; Residents and/or their guests may apply at the Security Gate for a pass to park a vehicle overnight where the circumstances require or justify such overnight parking. Such parking passes shall be for a time not to exceed 24 hours (one night). Enforcement of the overnight parking rule should occur between the hours of 2 a.m. to 6 a.m. (See CC&Rs Article VII, Section 12(d), (e) and Resolution 99.09.02)

**Section 11. Storing Vehicles**

There shall be no storing of vehicles within Rancho Murieta unless said vehicle is stored within a closed garage. Storing is defined as not being driven or moved for a period of more than 72 hours. (See CC&Rs Article VII, Section 12(c))

**Section 12. Motor Vehicle Repair or Maintenance**

No owner or resident shall construct, repair, service, or maintain any motor vehicle on any property or any street within the properties except for minor emergency repairs. (See CC&Rs Article VII Section 12(g) South)

**Section 13. Use of Garages**

Garages are to be used for the parking of cars, golf carts, boats, or similar items for storage



purposes, and for no other purpose. Garages are not to be converted for any type of living space or utilized in any way which prevents the parking of vehicles in the garage space. Garages shall also not be used for storage of boats and other personal property if such use will cause the owner to park his or her vehicle on the driveway or streets within the properties. Residents may apply for a parking permit, which would allow for an extra vehicle to be parked on the driveway if the garage were shown to be full of authorized vehicles. (See CC&R's Article VII, Section 12 (a).)

#### **Section 14. Carrying Passengers**

All operators of, and passengers in, motor vehicles operated in Rancho Murieta shall be properly restrained by seat belts, and in the case of children under the age of six (6) or weighing under sixty (60) pounds, shall be secured in child-passenger restraint that complies with California Vehicle Code Section 27360 (and the Federal Motor Vehicle Safety Standards referred to in Section 27360). All operators of, and passengers in, low-speed vehicles, modified or altered to exceed twenty-five (25) miles per hour and therefore equipped with seat belts as part of their motor vehicle safety equipment, shall be properly restrained as set forth herein above. Golf carts and low-speed vehicles operated as a golf cart as set forth in California Vehicle Code Sections 385.5 and 21115, that are not equipped with seat belts, shall transport no more persons than there are seats provided for carrying persons. It is a violation of this rule to carry a passenger on a golf cart or low-speed vehicle operated as a golf cart, who stands on any part of the vehicle and is not properly seated in a single designated passenger seat. Three (3) passengers in or on a golf cart equipped with two (2) seats is a violation of this rule. The operator of a golf cart or low-speed vehicle operated as golf cart that transports children does so at his/her own risk and peril.

#### **Section 15. Unauthorized Vehicles**

Unauthorized vehicles including, but not limited to, trucks, motor homes, campers, boats and similar unauthorized vehicles shall be permitted to enter Rancho Murieta to load or unload passengers or personal property for periods not to exceed twenty-four hours in duration. These vehicles may be parked on the driveway or street. Such 24-hour permits shall be limited to three per 30-day period. These 24-hour permits shall be non-consecutive. Non-consecutive is defined as a 24-hour time period between the expiration of the first permit and the issuance of any subsequent permit. A variance for street parking in Murieta South has been approved by the Architectural Review Committee per Article VII, Section 23 of the CC&R's. This variance modifies Article VII, Section 12 (g) ii, to provide for the overnight parking on streets in Murieta south as provided for in this Section 14.

#### **Section 16. Electric Personal Assistive Mobility Device (EPAMD)**

An electric personal assistive mobility device (as defined in California Vehicle Code, Section 313) is a self-balancing, non-tandem two-wheeled device, that is not greater than 20 inches deep and 25 inches wide and can turn in place, designed to transport only one person, with an electric propulsion system averaging less than 750 watts (1 horsepower), the maximum speed of which, when powered solely by a propulsion system on a paved level surface, is not more than 12.5 miles per hour. (A Segway is an example of an EPAMD.) EPAMD shall be equipped with safety equipment pursuant to California Vehicle Code, Section 21281.

EPAMDs are allowed in Rancho Murieta North and South.

**RULE III - HOUSEHOLD PETS****Section 1. Removal of Pet Waste**

Owners or handlers must immediately remove pet waste deposited by their pets on property not owned by them; specifically, including, but not limited to parks, streets, sidewalks, and common areas. Owners will remove pet waste from property owned by them at intervals sufficient to prevent the generation of noxious odors or the creation of health hazards. Failure to comply will be subject to the fines and enforcement procedures specified in Section six (6) below. (See CC&Rs Article VII, Section 6(d))

**Section 2. Pet Restraint**

Dogs shall be allowed off their owners' lots only when leashed and under the supervision and restraint of their owners or handlers. (See CC&Rs Article VII, Section 6(b))

**Section 3. Licensing and Leash Laws**

Each owner or resident shall comply with the existing County and State Codes regarding leash laws, licensing of pets, etc.

**Section 4. Contractors and Subcontractors**

Contractors, Subcontractors or their employees are not permitted to bring pets into the properties.

**Section 5. Animal Noise**

No owner of any animal shall allow the animal to habitually make loud or disturbing noises.

**Section 6. Violation Enforcement**

For violation of any provisions of this rule, in addition to the fines provided for in these rules, RMA may take such action as is necessary and appropriate, to institute proceedings pursuant to the CC&Rs, Article VII, Section 5.

**RULE IV - BUSINESS ACTIVITIES****Section 1. Home Occupation**

No owner or occupant of any lot in the properties shall conduct a home occupation or business upon such lot or residence, except as provided in the following sections.

**Section 2. Home Occupation Definition**

A home occupation is defined as a use conducted in a residential dwelling unit which is clearly incidental and subordinate to the use of the dwelling for residential purposes.

**Section 3. Home Occupation Criteria**

All of the following criteria shall be met to qualify a use as an acceptable home occupation:

- A. Must have applicable permits from Sacramento County for operating a home occupation. (See CC&Rs Article VII, Section 8(e))
- B. The use of the dwelling for the home occupation shall be clearly incidental and subordinate to its use for residential purposes. (See CC&Rs Article VII, Section 8 (e))
- C. There shall be no display of products produced by occupants of the dwelling which are visible in any manner from the outside of the dwelling unit. (See CC&Rs Article VII, Section 8 (e)(ii))
- D. The use shall not generate pedestrian or vehicular traffic beyond that which is normal in a residential district nor in any case requires the parking of more than two (2) additional vehicles at any one time. (See CC&Rs Article VII, Section 8(e)(iii))
- E. There shall be no storage of material or supplies out-of-doors. (See CC&Rs Article VII, Section 8(e)(iv))
- F. There shall be no remodeling or construction of facilities, especially for the home occupation, which changes the external appearance of the residence from a residential to a more commercial appearing structure when viewed from the front of the building. (See CC&Rs Article VII, Section 8(e)(v))
- G. There shall be no visible evidence of the conduct of such home occupation outside the structure.

**Section 4. Home Occupation Exception**

As an exception to this rule, the developer is permitted to maintain model homes and sales offices at specific locations approved by the Architectural Review Committee and the Sacramento County Planning Department. Dwelling units used for model homes or sales offices shall be restored so as to be the same as other dwelling units at the close of any sales program. (See CC&Rs Article VII, Section 8(e)(vi))

**RULE V - RENTAL, LEASE OR CONTRACT PURCHASE****Section 1. Rental, Lease, or Contract Purchase Restrictions**

The following restrictions and rules on multiple family occupancy and short term rentals are intended to protect, enhance and maintain the single family residential atmosphere which exists within the Community and to avoid the occupancy of residential structures for short periods of time or by an unreasonable number of unrelated individuals. (See CC&Rs Article II, Section 2(a))

**Section 2. Owner Notification**

Owners(s) shall notify the Association's General Manager of the names of any tenants such as contract purchaser, renters, or lessees of the owner's dwelling before such person is given occupancy of the premises. (See CC&Rs Article II, Section 2 (e))

**Section 3. Owner Delegation of Rights to Tenants**

Owner(s) may delegate rights of use of the common areas and common facilities to tenants or contract purchasers who reside in the owner's building provided:

- A. Any rental or lease of the dwelling may only be to a single family for single family residential use. (See CC&Rs Article II, Section 2(a))
- B. Dwellings shall not be rented or leased for transient or hotel purposes or on a time-share basis. (See CC&Rs Article II, Section 2(a))
- C. Owner(s) who delegate such rights shall no longer be eligible to use the recreation common facilities otherwise entitled by virtue of ownership of the leased lot. (See CC&Rs Article II, Section 2(b))

**Section 4. Tenant Violations**

If a tenant fails to honor the provisions of any governing document the Association shall:

- A. Notify the owner(s) in writing, detailing the nature of the alleged infraction or misconduct and advise the owner(s) of their right to a hearing. (See CC&Rs Article II, Section 2(c))
- B. Give the owner(s) a reasonable opportunity to take corrective action on a voluntary basis or appear at a hearing to present arguments as to why disciplinary action is unnecessary or unwarranted. (See CC&Rs Article II, Section 2(c))
- C. Initiate disciplinary action against the owner(s) (and/or the owner's tenant) if the above steps are taken and the owner(s) fail to prevent or correct the tenant's objectionable actions or misconduct. (See CC&Rs Article II, Section 2(c))
- D. Take any or all corrective action available that the Association deems appropriate under the circumstances which may include suspension of the tenants' privileges to use common areas and facilities or the imposition of fines and penalties on the owner(s). (See CC&Rs Article II, Section 2(c))

**RULE VI - MAINTENANCE OF OWNER PROPERTIES****Section 1. Storage of Building Materials**

All construction shall have prior written approval of the Architectural Review Committee. No owner or occupant of any lot in the properties may place, store, or keep building materials or appliances (except during the course of construction or remodeling) or other materials of any nature upon any lot which detracts from the residential character and aesthetic appearance of the neighborhood. (See CC&Rs Article VII, Section 9)

**Section 2. Property Maintenance**

All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly or unattractive. Proper maintenance shall include, among other things, painting, weed control, and the cutting of grass and brush that may create a fire hazard. (See CC&Rs Article VII, Section 3)

**Section 3. Accumulation or Dumping of Debris**

There shall be no accumulation or dumping of rubbish, garbage, yard trimmings or other waste materials on any lot or common areas. (See CC&Rs Article VII, Section 3)

**RULE VII – SIGN STANDARDS****Section 1. General Commercial Sign Standards**

- A. Commercial signs are those signs whose purpose is to enhance the economic interests of the person(s) or organization(s) displaying the signs. For example, a “For Sale” sign on real property relates to the economic interest of the person(s) owning the property as well as to the agent(s) contracted to promote the sale.
- B. All commercial signs must be of professional quality, and no signs may be posted if they are dirty or in need of repair. No billboards or unsightly objects may be erected, placed, or permitted to remain on any lot or common area within the properties.
- C. No commercial sign is to stand, at its highest point, more than 5 feet from the ground. All signs must be “stand alone” types. No commercial sign can be mounted on any exterior part of the dwelling, garages, patios, fences, or walls. (See CC&Rs Article VII, Section 7.)
- D. Written approval by the ARC of any sign not specifically authorized by this policy, such as special events signs, must be obtained before displaying it within Rancho Murieta.

**Section 2. Specific Commercial Sign Standards**

There are three types of acceptable commercial signs. They are classified by use as Advertising, Construction, and Open House. Specific rules governing each are as follows:

**A. Advertising Signs**

1. Allowable advertising signs are “For Sale”, “For Lease”, or “For Rent”. No other advertising signs are permitted.
2. No sign shall exceed 18” by 24” in size. Lettering shall be any height that will provide a uniform professional appearance.
3. Advertising signs may only display the following:
  - a. Company name or “By Owner” (no agent’s names).
  - b. Company telephone number or property owner’s telephone number.
  - c. Lot number or street address.
  - d. The “Rancho Murieta” logo or company logo.
4. The colors shall match Kelly-Moore “Oxford Brown” matching the Rancho Murieta brown color and “Navajo White”. Mixing of these or any other colors for purposes of creating and displaying variants is not permitted.
5. Signs must be mounted on narrow metal poles. These poles must be black or the same as the sign boards in color and are not to exceed two inches by two inches.
6. Posting – No more than two advertising signs are to be posted at any one time for a single property. They may be posted on the private lot and in the common area between the lot and the adjacent street.
7. One rider, 4” to 6” by 24 inches, of the required colors, may be added to the top of or below the sign (not hung). Riders may only contain the following words: “Sold”, “Sale Pending”, “For Sale”, “For Lease”, “For Rent”, “Agent’s Name”, “Ask For”, or “By”, and can include the following information: lot number, address, telephone number, and company address. No other appurtenances, such as brochure boxes, balloons, streamers, etc., are permitted.
8. Advertising signs must be removed by close of escrow. (See CC&Rs Article VII, Section 7.)

## B. Construction Signs

1. The purpose of a Construction Site Identification sign is to facilitate the delivery of materials to the site. The sign may display the lot number of street address.
2. No sign shall exceed 18” by 24” in size. Lettering shall be any height that will provide a uniform professional appearance.
3. Construction signs may display only the following:
  - a. The name of the prime/general contractor responsible for the construction activity.
  - b. The name of a prime/general landscape contractor or pool contractor in the absence of any other contractor sign.
  - c. The sign must include the contractor’s license number.
  - d. A rider may be used to display the lot number or street address.
4. The colors shall match Kelly-Moore “Oxford Brown”, matching the Rancho Murieta brown color and “Navajo White”. Mixing of these or any other colors for the purposes of creating and displaying variants is not permitted.
5. Signs must be mounted on narrow metal poles. These poles must be black or the same as the sign boards in color and are not to exceed two inches by two inches.
6. No more than one construction sign may be posted at any one time for a single property. They may be posted on the private lot or in the common area between the lot and the adjacent street.
7. One rider, 4” to 6” by 24”, of the required colors, may be added to the top of or below the sign (not hung). Riders may display the lot number or the street address of the construction site. No other appurtenances are permitted.
8. A construction sign may be displayed from the start of construction (clearing, foundation, etc.) until the home is substantially complete or occupied, whichever occurs first.

## C. Open House Signs

1. Open house signs are temporary signs displayed to assist in locating a home that is for sale while an “open house” is being held.
2. A maximum of three lines of lettering is allowed. The three lines may only include “Open House”, “Company Name”, and directional arrow.
3. The colors shall match Kelly-Moore “Oxford Brown”, matching the Rancho Murieta brown color and “Navajo White”. Mixing of these or any other colors for the purposes of creating and displaying variants is not permitted.
4. Open house signs may be mounted on narrow metal poles or mounted on A-frames. The A-frame structure must not exceed a height of more than thirty inches from the ground and the sign mounted on the frame is not to exceed 18” by 24”.
5. Open house signs may only be placed on those corners where a change in direction is required to reach the house being shown.
6. Open house signs may be posted only when a person is physically in attendance at the specific location for the purpose of showing a home; open house sign(s) must be removed by dark.

**Section 3. Non-Commercial Signs, Posters, Banners and Flags**

- A. Signs, posters, banners and flags are non-commercial if they are unrelated to the economic interests of the person or persons displaying these types of items.
- B. Banners located in the designated common area announcing events of general public interest shall be no larger than 6'-0" by 2'-0" and approved by the Architectural Review Committee. Other non-commercial signs and posters on private property may be no larger than 9 square feet and flags may be no larger than 15 square feet.
- C. Banners in the designated common area shall be constructed of waterproof materials. The use of lights, roofing, siding, paving materials, flora, balloons or other similar building, landscaping or decorative materials is not permitted. Architectural surfaces such as the exteriors of dwellings and fences may not be painted upon to simulate signs, posters, banners or flags.
- D. Non-commercial signs, posters, banners and flags may be displayed from the yard, window, door (including garage door), balcony or outside wall of the property owned by a resident as a separate interest. Common areas are not included in this definition.
- E. Political Signs
  - 1. Political signs endorsing and/or supporting candidates and/or specific ballot measures are allowed as signage only on private property with the consent of the resident for all local, state, or federal election purposes including school district elections, with the exception of residents of townhouses, circle lots, cottage lots, and single family residential lots who may place political signs within ten feet of the dwelling structure, even if the signs are on the common area.
  - 2. Political signs are prohibited in or on any Association dedicated rights-of-way, facilities, and common areas except as stated in Section 3-E.1 above.
  - 3. Political signs must be removed within three days following the conclusion of the elections with respect to which they were posted.
- F. Notwithstanding the foregoing, non-commercial signs, posters, banners and flags may not be displayed in such a manner as to create a public health or safety hazard (e.g., blocking visibility on a road or at an intersection) and such signage is not permitted to display language that is libelous, obscene, would constitute hate speech, or otherwise violates local, state or federal law.

**Section 4. Enforcement**

- A. Any non-conforming, unapproved, or unauthorized sign displayed on any lot or common area within the properties will be removed. After removal, signage may be placed at the front door of the residence or stored in the RMA Building.
- B. Violations may subject the member to monetary assessments as set forth in Non-Architectural Rule 1.



**RULE VIII - USE OF RESIDENTIAL LOTS****Section 1. Soil Exploration**

There shall be no boring, mining, quarrying or drilling for oil, water, or minerals on any residential lot; nor shall any equipment (derrick or other structure) be erected, placed, or permitted to remain on any lot within the properties. (Refer to the California Department of Real Estate Public Report.)

**Section 2. Radio Station or Short Wave Radio Operation**

There shall be no radio station or shortwave radio operation of any kind on any lot or residence within the properties. (See CC&Rs Article VII, Sections 11 and 20)

**Section 3. Clothes Lines**

There shall be no outside clotheslines or other outside clothes drying or airing facilities maintained on any lot within the properties. (See CC&Rs Article VII, Section 10)

**Section 4. Garage Doors**

Garage doors shall be closed at all times except for ingress and egress and when an occupant or workman is present therein. (See CC&Rs Article VII, Section 12(a))

**Section 5. Temporary or Permanent Residence**

No trailer, mobile home, basement, tent, shack, garage, or other outbuilding may be used as a temporary or permanent residence. (See CC&Rs Article VI, Section 9(c))

**Section 6. Basketball Standards**

No permanent basketball hoop, backboard, or standard shall be attached to any residence or garage or erected on any lot. (See CC&Rs Article VII, Section 14) Portable basketball standards may be used for single, same day use only and must be removed and stored out of sight by 9:00 p.m. and not erected prior to 7:00 a.m. All sports apparatus such as, but not limited to trampolines, must have ARC approval before being erected or installed on any lot.

**Section 7. Decorative Lights**

Decorative lights may not be installed on the exterior of any dwellings before Thanksgiving Day, and all decorative lights must be removed by January 30.

**Section 8. Trash Containers**

Trash containers must be stored out of sight and may be placed at curbside for pick up the day prior to its scheduled collection and returned to its storage area out of view the day following its scheduled collection. (See CC&Rs Article VII, Section 9)

**Section 9. Noxious Activities**

Residents shall observe a “quiet time” within the development between the hours of 10:00 p.m. and 7:00 a.m., during which hours no noisy activity shall be allowed. Examples include, but are not limited to, loud music, noisy activity, loud parties, radio or television systems, and the operation of lawnmowers or power equipment of any kind. Excessive noise, regardless of the time of day, may be investigated. (See CC&Rs Article VII, Section 5)

**Section 10. Estate Sales.**

An estate sale is defined as the sale of a homeowner’s assets due to death or incapacity. Residents may hold one (1) estate sale per lot during a 12-month period. The Estate Sale must occur within 12 months after the death or move to assisted living facility. The name, address and phone number of the assisted living facility or a proof of death must be provided with the application.

A deposit of \$200.00 is required at the time the application is submitted. A violation of any rule will result in an immediate fine of \$100 per violation, which will be deducted from the deposit. After the sale has been completed and if there are no rule violations, the deposit will be returned within 30 days. Residents must complete an RMA application and an RMCS D Special Event Notification for an estate sale.

The estate sale must take place at the home of the deceased or incapacitated resident.

The estate sale shall only be held for up to two (2) consecutive days. The estate sale shall not be held on Sunday. The estate sale shall not be open to the public. Only residents and their guests may attend the sale. There shall be no display of products, merchandise, or belongings outside the dwelling at any time.

Only one (1) sign may be erected on the private lot, and it must conform to the specifications below. “Estate Sale” signs may be borrowed from RMA if available. The signs can be displayed only between the hours of 7:00 a.m. to 7:00 p.m. on the dates of the sale.

**Estate Sale Sign Requirements:** Estate Sale signs are temporary signs displayed to assist in locating a home where an estate sale is taking place; a maximum of two lines of lettering is allowed. The two lines may include only “Estate Sale” and directional arrow; the colors shall match Kelly-Moore “Oxford Brown”, matching the Rancho Murieta brown color and “Navajo White”. Mixing of these or any other colors for the purposes of creating and displaying variants is not permitted. Estate Sale signs may be mounted on narrow metal poles or mounted on A-frames. The A-frame structure must not exceed a height of more than thirty inches from the ground and the sign mounted on the frame is not to exceed 18” by 24”; Estate Sale signs may be placed only on those corners where a change in direction is required to reach the house holding the sale; Estate Sale signs may be posted only when a person is physically in attendance at the specific location for the purpose of holding an estate sale; sign(s) must be removed by 7:00 p.m.

**Section 11. Real Estate Open Houses**

Open House may only be held on Saturdays and Sundays from 1:00 p.m. to 5:00 p.m.

**RULE IX - USE OF COMMON AREAS, PARKS, AND LAKES****Section 1. Common Area, Parks, and Lakes**

- A. Recreation facilities, lakes, and other common areas within, and/or controlled by the Rancho Murieta Association shall be for the exclusive use of property owners, residents, and their guests. Guests must be accompanied by a property owner or resident while using the facilities. Violation of these rules will be subject to fines. (See CC&Rs Article VIII, Section 2.)
- B. No foreign or invasive species shall be introduced into a body of water within Rancho Murieta without the direct consent of the California Department of Fish & Game.

**Section 2. Swimming**

- A. The only lake in which swimming is allowed is Lake Clementia. No body or domestic animal contact is allowed in Lake Calero or Lake Chesbro.

**Section 3. Park Hours**

- A. The RMA Board hereby establishes park hours as follows:
  - Laguna Joaquin Gazebo, basketball court and playground: dawn to 10:00 p.m., except for special events
  - Clementia Park: dawn to 10:00 p.m., except for special events
  - Lake Calero, Lake Chesbro, Lake Clementia, and Bass Lake: dawn to dusk, except for special events
  - Stonehouse Park: dawn to dusk, except for special events
  - Riverview Park: dawn to dusk, except for special events

**Section 4. Boat Usage**

- A. RMA requires that all boats (eight feet in length or over) launched and being operated on Rancho Murieta lakes must obtain either an RMA daily use permit pass and have one copy of the pass on the dash of the vehicle towing the boat on the day of use, or have an RMA annual decal affixed to the port (left) side of the bow of the boat. Decals or tags are available for purchase in the RMA office.
- B. Boats with gasoline motors shall not be allowed on any of the Rancho Murieta lakes.
- C. Electric motors may be used on any Rancho Murieta lake.
- D. Boats must be free of any foreign or invasive species which could be introduced into a body of water within Rancho Murieta.

**Section 5. Fishing**

- A. A valid California fishing license is required.
- B. No live bait, except worms, may be used in any Rancho Murieta lake. This includes minnows, goldfish, bluegills, or any other fish. Artificial lures are permitted.
- C. Only catch and release fishing is allowed. No fish may be taken from any Rancho Murieta lake, except for special events approved by RMA.
- D. Guests must be accompanied by a property owner or resident while using the facilities.

**Section 6. Use of Fireworks**

- A. The use of illegal fireworks is prohibited throughout the properties.
- B. The individual use of any and all fireworks is prohibited near unimproved grasslands and/or within any common area parks.
- C. No personal (legal) fireworks permitted around Laguna Joaquin after 7:00 p.m.
- D. No using rope to mark off areas to watch fireworks around Laguna Joaquin. Blankets and towels may be used to mark off areas no earlier than 6 a.m. on the day of the fireworks display. No plastic, tarp, spikes or rocks may be used.

**Section 7. Use of Common Area by Murieta Village and Villa Residents**

- A. Residents of Murieta Village and The Villas are currently authorized to use the common areas at the pleasure of the Board of Directors. Any use other than stated above shall be by special individual permit, issued by the Rancho Murieta Association during normal business hours.

**Section 8. Skateboards, Bicycles and Scooters**

- A. No person shall ride or propel a skateboard, bicycle or scooter in common area, private streets, public property, private property, public roadway or highway at a speed greater than, or in a manner other than is reasonable or prudent, having due regard for weather, visibility, traffic and the grade surface and width; in no event shall the operation of a skateboard, bicycle or scooter be at a speed or in a manner which endangers his or her safety or that of other persons or property.
- B. No person shall ride or propel a skateboard, bicycle or scooter on the private property of another without permission of the property owner.
- C. No person riding or propelling a skateboard, bicycle or scooter shall attach the same or himself/herself to any vehicle, animal or bicycle. No person shall tow or attach a skateboard to a vehicle, golf cart, animal or bicycle.
- D. No person shall ride or propel a skateboard, bicycle or scooter on or across any roadway in such a manner as to interfere with the movement of vehicles thereon.
- E. No person shall ride or propel a skateboard, bicycle or scooter in the streets, sidewalks, parking areas or common area which has posted signs forbidding that activity.

**Section 9. Curfew**

- A. Minors under the age of eighteen years shall not be on common area, including streets, or on private property to which s/he does not have permission between the hours of 10:00 p.m. and 6:00 a.m.
- B. A minor shall not be in violation of this rule if the minor is:
  - 1. Accompanied by the minor's parent, guardian, or other adult having the care and custody of the minor, or
  - 2. Engaged in an employment activity or going to or returning home from an employment activity, without detour or stop, or
  - 3. Engaged in a school activity, entertainment, religious, cultural or organized recreation activity or going to or returning home from these activities or the home of another, without detour or stop, or
  - 4. Involved in an emergency

**Section 10. Vandalism or Attempted Vandalism**

- A. Any person who maliciously commits any of the following acts with respect to any real or personal property not his or her own is guilty of vandalism:
  - (1) Defaces or attempts to deface with graffiti or other inscribed material
  - (2) Damages or attempts to damage
  - (3) Destroys or attempts to destroy
  - (4) Tampers with any property
- B. Anyone in violation of this rule shall pay restitution in the amount of the cost of cleanup or restoration of the damaged property.
- C. First and second and third violations of this rule may result in fines being assessed of \$150, \$250, and \$500, respectively. Notwithstanding, the provisions of Rule 1, Section 3A, there is no twelve month limitation of successive vandalism and the Violation with No Fine provision is inapplicable. Any violations exceeding three will be subject to a \$1,000 fine and will result in a referral to the Board of Directors for further discipline pursuant to Article XII, Section 6 of the CC&Rs.

**Section 11. Dog Park Rules**

- A. Hours and days of operation: Open Tuesday thru Sunday from dawn until dusk. Mondays – closed 7:00 am to 4:00 pm for maintenance.
- B. The Dog Park is an unmonitored facility. Resident cooperation is essential for an enjoyable day by all.
- C. DOG OWNERS USE THE PARK AT THEIR OWN RISK. RANCHO MURIETA ASSOCIATION AND/OR RANCHO MURIETA COMMUNITY SERVICES DISTRICT ARE NOT RESPONSIBLE FOR INJURY OR ILLNESS TO DOGS, OWNERS, OR VISITORS OR FOR PROPERTY DAMAGE. DOG OWNERS ARE LIABLE FOR INJURIES OR DAMAGES CAUSED BY THEIR DOGS.
- D. A valid County of Sacramento dog license is required for use in and around the fenced off area. (Herein referred to as “the facility.”)
- E. No children under the age of 14 are permitted inside the facility unless accompanied by an adult. (18 or older). Children in strollers are prohibited inside the facility.
- F. Children who run, shout, wave their arms, jump up and down or otherwise agitate the dogs in or around the facility may be asked to leave.
- G. For every two dogs brought to the park, there must be at least one owner/handler.
- H. All dog handlers shall carry a leash at all times and monitor their dog while in the facility. Dogs shall be leashed while entering and exiting the facility. All dogs must wear a collar while they are in the dog park.
- I. Aggressive dogs are not permitted inside the facility. Dogs shall be removed at the first sign of aggression.
- J. Other owners have the right to ask an owner to remove a dog if the dog seems to be causing conflict, especially after repeated incidents.
- K. Owners must clean up after their dogs. Dog waste bag dispensers are provided. Picking up ‘orphan poops’ to keep the park clean and disease free is appreciated.
- L. Dogs that are sick, in season or have excessive fleas or ticks are not permitted in or around the facility.
- M. The gate must be closed at all times except when entering or exiting the facility.
- N. No wading pools, furniture such as lawn chairs or basins are allowed in the facility.

- O. When a family visits the facility, there shall be at least one adult (18 or older) to supervise the child(ren) and at least one adult to supervise the dog(s) as it is very difficult for one person to adequately do both.
- P. No smoking, alcoholic beverages or food are allowed in the facility.
- Q. Dog food, treats or chews are not permitted in or around the facility.
- R. Owners/handlers shall not allow their dogs to dig. Dogs and people may be injured if they step into a hole.
- S. Rancho Murieta Association reserves the right to close the facility without notice.
- T. Large dogs (25 lbs. and greater) are limited to the large dog park area. Small dogs (under 25 lbs.) are limited to the small dog park area. Small and large dog areas are designated by signs at the dog park.

## **Section 12. Community Garden Rules**

### **A. General Rules**

- 1. The garden area is open dawn until dusk.
- 2. Plot user fees are due and payable to RMA by February 1<sup>st</sup> of each year and are non-refundable. Each gardener must complete an application form before any work in the garden can begin.
- 3. Plot users must be members of the Rancho Murieta Association. One plot per member-lot is permitted.
- 4. Children (14 and under) must be accompanied by an adult and supervised at all times.
- 5. Assignment of garden plots will be chosen by a lottery system. Preference for next year's plots will be given to the current participants first.
- 6. Keep gates at the garden closed.
- 7. The removal of another gardeners produce, tools, hoses, plants, or anything else may result in forfeiture of the plot.
- 8. Tobacco of any kind is not allowed. Tobacco carries the mosaic virus, which is deadly to some plants.
- 9. No pets are allowed in the garden enclosure.
- 10. Plants regulated or prohibited by federal and state laws are prohibited in gardens. If any such plants are found, the plants will be removed and the plot will be immediately forfeited.
- 11. If a gardener voluntarily withdraws from the garden, he or she must notify the RMA office, and the plot must be cleared and in good condition.
- 12. Skateboarding, bicycling or roller skating in the garden area is prohibited.
- 13. Participation in the garden is at the gardener's own risk.

### **B. Maintenance of Gardens**

- 1. All gardeners are responsible for the maintenance and upkeep of their own plot. Watering, weeding, harvesting and any other garden related maintenance are all the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plot.
- 2. Vegetables, fruits, and/or flowers are to be harvested regularly. Plants that have reached the end of their productive life must be removed. Gardens are not to be left neglected/unattended (for example: unwatered and/or overrun with weeds) for more than 2 weeks.

3. Plots should be cared for at least once a week. It is the gardener's responsibility to notify the RMA if he or she is not able to care for a plot. If any plot remains unattended for more than 2 weeks that plot is subject to forfeiture.
4. At the end of the growing season, gardeners are responsible for clearing their plot of all plant material.
5. Dispose of weeds and plant materials in designated areas. Each gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or plots.
6. Do not plant sprawling crops or tall plants that might interfere with neighboring plots. All gardeners must keep plants in their own plots. Crops must be trimmed and out of pathways. If plants extend into the pathways, they will be cut back or removed by RMA staff.
7. Make sure faucets are off when you leave the garden. Gardeners using sprinklers or hoses should take in account wind and temperatures to ensure as little water waste as possible. No water timers are allowed. Unattended watering is not allowed. Notify the RMA staff of any leaks in the water line.
8. Diseased and pest-ridden plants must be removed from the plot.
9. Mulches such as gravel, stone, pavement, carpet and artificial turf are prohibited.
10. Please conserve the use of water. The use of mulch with leaves, hay, or humus can reduce water evaporation.

**C. Chemicals**

1. Herbicides and pesticides are prohibited.
2. Only organic nutrients and pest controls are to be used in the garden. When in doubt about a product or method, check with RMA staff.
3. Keep insects and weeds under control.
4. The use of chemically treated wood is not allowed. These products contain arsenic, hexavalent chromium and other toxic substances, which may leach into the soil.

**D. Tools**

1. Gardeners must bring their own hoses and tools to the garden.
2. Tools and wheelbarrows should be used only for the purpose for which they are intended. Only gardeners over 14 years of age are allowed to use power tools. Gardeners should use equipment in a responsible manner.
3. Gardeners must remove all disposable plant pots, debris, and garbage when they leave the garden.
4. Any tools, implements, and hoses left in the garden area are done so at the gardener's own risk.

**Section 13. Riverview Pump Track Rules and Regulations**

Please take the time to read the rules before riding. These rules will help pump track riders have a safer, more enjoyable experience. Bike riding is a dangerous activity and pump track riders participate at their own risk. Use of the pump track may result in serious bodily injury, disability or even death. Use at your own risk.

- A. Violators of the Pump Track Rules will be asked to leave and may be issued a citation.
- B. Participants using the pump track must wear a properly fitting helmet in good condition with a fastened chin strap and shoes that cover the foot and toes with laces tied/Velcro fastened. Spectators observing inside the enclosure must wear a helmet.
- C. A signed waiver and a current year pump track sticker on the rider's helmet are required for all pump track riders – residents and their guests. Residents will pay a usage fee as established by RMA.
- D. No motorized bicycles, all-terrain vehicles (ATVs), skateboards, scooters, inline skates, or remote control cars are allowed on the pump track.
- E. No golf carts allowed inside the fenced pump track area.
- F. Keep the golf cart path clear. Do not congregate on the paved golf cart path.
- G. No animals/pets allowed in the fenced pump track area.
- H. No food, beverages or glass containers are allowed in the pump track area.
- I. Keep the pump track clean. Pick up your own litter.
- J. No modifications shall be made to pump track features unless authorized by RMA.
- K. No structures, obstacles or other materials (ramps, jumps) may be brought into the pump track.
- L. Stay out of areas marked as closed. Do not ride in areas that have been chained, taped or coned off. These areas are closed, being built or repaired and are not safe or ready for use.
- M. No earphones, headphones or cell phones (including texting) shall be used while riding. Amplified sound systems are also prohibited.
- N. RMA reserves the right to close the pump track without notice.

**Section 14. Summerfest Spray Park Rules**

- 1. RMA reserves the right to close the Spray Park at any time without notice.
- 2. Children under the age of eight (8) must be supervised at all times while in the Spray Park area.
- 3. Excessive horseplay is prohibited. Do not swing, climb, hang or pull on any Spray Park equipment.
- 4. Don't drink the water.
- 5. No beach/pool toys and floats are allowed.
- 6. No tents, awnings and/or umbrellas within the fenced area.
- 7. No fires, grills, fire pits or other cooking devices within the fenced area.
- 8. All diaper-aged children are required to wear tight fitting swim diapers or plastic pants. Disposable diapers are not permitted.
- 9. Proper swim attire and water shoes are required in the Spray Park. Thong bathing suits



- and transparent colored suits are not allowed.
10. Hanging of clothes or towels on trees, walls, structures, or fences is not allowed.
  11. Pets are not allowed in the Spray Park.
  12. No littering.
  13. No food, drinks, tobacco products, glass or alcoholic beverages are allowed in the Spray Park.
  14. No person under the influence of alcohol or drugs is allowed in the Spray Park.
  15. No skateboards, roller blades, bikes, or scooters will be allowed in the Spray Park.
  16. The Spray Park is designed for recreational purposes and not for bathing. Do not use any detergents or shampoos.
  17. No spitting, urinating, blowing of the nose, spouting of water or depositing of foreign or fecal matter.
  18. Persons with diarrhea or nausea will not be allowed in the Spray Pad. Persons displaying skin, eye, ear or respiratory infections will also not be allowed.
  19. RMA or RMCS D is not responsible for lost or stolen items.

**RULE X - SECURITY/GAME REFUGE****Section 1. Security**

Security is a service provided by Rancho Murieta Community Services District (RMCS D), pursuant to the Security Ordinance adopted by the Board of Directors of RMCS D.

**Section 2. Private Refuge and Discharge of Firearms**

Rancho Murieta is a *Private Refuge* and under Section 2017 of the Fish and Game Code, it is unlawful to discharge any firearm or take any mammal or bird within the (Rancho Murieta) Refuge. For any violation of this Section of Rule X, the State Department of Fish and Game shall be called. RMA may take separate action which may include a supplemental assessment of up to five hundred dollars (\$500) for each violation.

**RULE XI - DELINQUENT ACCOUNTS - COLLECTION PROCEDURES****Section 1. Assessments--Due Date**

Regular Annual Assessments shall be established and divided into monthly increments, which whether a regular or special assessment, shall be due and payable on the first (1st) day of the month. (See CC&R's Article IV, Section 1(a))

**Section 2. Assessments--Delinquent Date**

All regular and special assessments due to the Association shall be delinquent if not paid in full on or before the fifteenth (15th) day of the month in which they are due. (See CC&R's Article IV, Section 1(b))

**Section 3. Late Charge and Cost of Collection**

A late charge in the amount of \$10 or ten percent (10%) of the assessment, whichever is greater, shall be due and payable on any assessment which is not physically received by the Association, at the location such assessment is payable by the close of business on or before the fifteenth (15th) day of the month in which such assessment is due. (See CC&R's Article IV, Sections 1(b) and 10(a))

**Section 4. Interest Accumulation**

If the full amount of any assessment due to the Association has not been physically received by the Association at the location such assessment is payable before the close of business thirty (30) days after the assessment is due, the unpaid portion thereof, together with late charges and reasonable costs of collection, may bear interest at the rate of twelve percent (12%) per annum from and after the first (1st) day of the month following the month in which such assessment came due. Such interest will not be billed or payable until the total of assessments, late charges and costs of collection are more than \$200.00, at which time it will be applied retroactively and prospectively as appropriate. (See CC&R's Article IV, Sections 1(b) and 10(a))

**Section 5. Delinquent Assessments**

If any portion of any such assessment or late charge remains unpaid sixty (60) days after the original due date thereof, a "Letter of Intent" (pre-lien letter) to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. The owner will be charged a fifty-dollar (\$50.00) fee for the pre-lien letter. Such notice will include a detail of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any. When any such amount has been due and unpaid for a period of two full months from and including the original due date thereof, such delinquency shall be reported to the Board of Directors of the Association at its first meeting following the unpaid period, absent payment in full of all amounts owed as provided in Rule XI prior to the holding of such meeting. In such event, counsel for the Association shall be instructed to prepare and record a Notice of Delinquent Assessment and Lien (Lien) with respect to such delinquency unless the Board of Directors of the Association shall find at such meeting that: (A) The records of the Association are in error with respect to the existence of such delinquency, or (B) Such delinquency is the result of significant financial hardship and the owner or owners have provided the Association with reasonable assurances that all amounts due to the Association can be brought current without jeopardy to the ability of the Association to collect such amounts in a reasonable time frame, to be determined by the Board or whomever the Board

authorizes to act as its collection agent. The Board of Directors of the Association may, with or without notice to the affected owner(s), cause to be filed a lien with respect to such delinquency if such delinquency remains uncured and the Board finds that: (A) Any commitments made to the Association which resulted in any prior delays in filing a lien have not been kept, or (B) The ability of the Association to collect all amounts due to the Association, in full, may be jeopardized by further delay. (See CC&Rs Article IV, Sections 1(b) and 10(a))

#### **Section 6. Additional Costs Incurred by Lien**

All costs incurred by the Association in connection with the filing of any lien shall be added to the amounts secured by such lien and shall be the responsibility of the owner(s) of any affected lot. (See CC&Rs Article IV, Sections 1(b) and 10(a))

#### **Section 7. Foreclosure of Lien**

If all amounts due to the Association with respect to any lot or lots subject to a lien have not been paid in full within thirty (30) days following the filing of a lien, including all fees and costs incurred by the Association in connection with Rule XI, and all assessments and other charges accruing from the date specified in such lien to the date of full payment thereof, the Association may initiate and pursue all appropriate measures to foreclose such lien, whether judicially or non judicially, or to secure and enforce a money judgement for the obligation represented thereby.

In any such event, all attorney fees and costs incurred by the Association with respect thereto shall be the responsibility of the affected owner or owners. The specific measure to be taken in enforcement of any lien shall be determined by the Board of Directors of the Association, or by counsel for the Association if the Board shall so direct, depending upon the facts and circumstances of each case and the method of enforcement believed to be most prudent for the Association in view of such facts and circumstances. (See CC&Rs Article IV, Section 10(a))

#### **Section 8. Additional Procedures**

The foregoing procedures shall not limit the right of the Association, acting through its Board of Directors, to exercise any other rights provided to the Association by its governing documents or state law to address assessment delinquencies or to pursue multiple remedies thereof, (e.g., the suspension of cable television service,) when the Board of Directors of the Association shall conclude that such other remedies are warranted by the facts and circumstances of any particular case. (See CC&Rs Article IV, Section 1(b))

#### **Section 9. Special Individual Assessments (Compliance and Architectural Fines) – Collection Policy**

- A. As set forth in the Declaration, the Association may collect a Special Individual Assessment to enforce the provisions of the Governing Documents (See CC&Rs, Article IV, Section 4.).
- B. All compliance and architectural fines imposed by the Association on a member constitute a Special Individual Assessment (See CC&Rs, Article IV, Section 4 (a)(ii).)
- C. All compliance and architectural fines imposed by the Association shall be due and payable to the Association within 30 days after the emailing of the notice of imposition of the fine. Any fines due and owing in excess of 15 days are delinquent. (See CC&Rs, Article IV, Section 4 (c) & (d) and Section 10.)

- D. For all delinquent fines, the Association may take the following action(s):
1. The Association may impose interest at the maximum legal rate and late charges (CC&Rs, Article IV, Section 10 (a).)
  2. If any fine remains unpaid in excess of 30 days, the member's voting rights shall be suspended in accordance with the Governing Documents. (See Bylaws, Article I, Section (4)(c); Article IV, Section 3.)
  3. If any fine remains unpaid in excess of 120 days, the Association may deactivate the bar codes of all vehicles registered to the Lot until all fines are paid. All such vehicles shall still be able to access the community through the visitor lane. (See CC&Rs, Article XII, Section 6 (a).)
  4. Any delinquent fine shall be a charge and continuing lien upon the Lot to which the fine relates. The Association may enforce the lien in accordance with the Governing Documents. (See CC&Rs, Article IV, Section 10 (b)(i).)
  5. The Association may bring legal action against the Owner personally obligated to pay the delinquent fine. (See CC&Rs, Article IV, Section 10 (b)(ii).)

**RULE XII - CONSTRUCTION CONTROLS AND RULES****Section 1. Construction Equipment**

The same piece or type of construction equipment including but not limited to heavy and light equipment, trailers, etc., will be allowed to remain on the construction site for one (1) weekend only. The same piece or type of equipment will not be allowed on the construction site any other weekends unless written permission is granted by the ARC the Thursday prior to the weekend it is needed. Other construction vehicles including but not limited to pickup trucks, contractor vehicles, etc., used for the transportation of materials or workers, are not allowed to remain overnight. No vehicles or construction equipment are allowed to be parked or stored on the common area or adjacent lots without the property owners' written permission. No vehicles or equipment of any kind are to be parked on the streets of Rancho Murieta overnight. No equipment, building materials, objects, or vehicles are to be placed or parked within the drip line of existing trees. (See CC&Rs Article VII, Section 15)

**Section 2. Housekeeping**

- A. Lots under construction must at all times be maintained in such a manner as to prevent them from becoming unsightly by reason of unattractive growth, or the accumulation of rubbish or debris thereon, and to prevent the occurrence of any health or safety hazard.
- B. The builder must maintain a clean and orderly job site. Compliance will be monitored by the Architectural Control Manager and Security, who will order cleanup as required and charge the owner/builder if not done within a specified time period. All construction material that is light weight and subject to movement by wind must be placed in trash receptacles and/or hauled away each day. A garbage can with a lid must be kept on the site for disposal of trash. The garbage can will be emptied at the end of each week and/or when full.
- C. All material and soil must be retained on the site or, if approved by the Architectural Control Manager, on common areas immediately adjacent to the site. Any material obstructing traffic or subject to being tracked down the street by passing vehicles or construction equipment, must be cleaned up immediately. Material may not be unloaded on streets without prior approval of the Architectural Control Manager. Construction scraps must be kept off streets. Soil tracked on the street must be removed. Streets must be cleaned at the end of every day if they become littered. If the contractor fails to keep the streets, sidewalks, and gutters clear, RMA may cause them to be cleaned at the general contractor and/or owner/builder's expense.

**Section 3. Rancho Murieta Traffic Control**

Streets are private, with restrictions on speed, parking, and overloading. Motor driven bikes are prohibited except for Rancho Murieta South, as described in Rule II, Section 1. All construction workers must use the streets to gain access to the lot being improved. Access across vacant lots or common area is prohibited without advance written approval from the Architectural Control Manager. If access across a vacant lot is needed, the owner/builder or general contractor must, in advance, provide the Architectural Control Manager with written permission obtained from the vacant lot owner. Failure to comply may result in denial of the use of streets within Rancho Murieta.

**Section 4. Security**

All vehicles entering Rancho Murieta are recorded and monitored. Spot checks for unauthorized loads will be made on all commercial and construction vehicles entering and leaving the project. All sub-contractors must be cleared through security by the general contractor.

**Section 5. Delivery Trucks**

Concrete trucks hauling more than six (6) yards must have dollies down while driving in Rancho Murieta. The General Contractor and owner/builder of the lot receiving materials will be held responsible for any damage to streets, curbs, gutters, private lots, and common areas caused by trucks delivering material to the site. Cleaning concrete trucks and equipment within Rancho Murieta is not allowed. Builders are responsible to ensure compliance with these rules.

**Section 6. Working Hours and Days**

Improvement activity and commercial landscaping shall not commence prior to 7:00 a.m. or past 7:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. Work on Sunday and on the following holidays will not be permitted: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the following Friday, and Christmas Day.

The only contractors who may make any improvements on any lot are those who are performing emergency repairs.

Some examples of contractors which are allowed:

- Remodeling Estimators, Appraisers, or Housekeepers called in by resident
- Electrical, emergency only – called in by resident
- Plumbers, emergency only – called in by resident
- Air Conditioning, emergency only – called in by resident
- Propane Delivery – emergency only, called in by resident

Some examples of contractors which are not allowed:

- Landscaping and lawn maintenance services
- Building material deliveries
- Firewood deliveries
- Christmas light installers
- Water delivery
- Window cleaners, chimney sweeps, carpet cleaners
- Pool service
- Pest control
- Any regular service contractor

Under no circumstances may a contractor, whether a resident or not, perform construction on a home in which s/he does not reside.

**Section 7. Noise Nuisance**

Radios are allowed on construction sites provided noise levels are not a nuisance to residents. Complaints by residents or observations of a rule violation by RMA employees can result in citations.

**Section 8. Pets**

Dogs and other pets are not allowed on construction sites or in construction vehicles/equipment.

**RULE XIII – VEHICLE PARKING****Section 1. Driveway Parking Rules**

One authorized vehicle may be parked in the driveway provided it is not being displaced from the garage by anything other than authorized vehicles. The vehicle parked in the driveway must be the vehicle the resident most commonly uses for daily transportation in accordance with CC&R, Article VII, Section 12.

Garages shall not be used for the storage of boats, trailers or other personal property if such use will cause the owner, occupant, or tenant to park any vehicle on the streets or any driveway within Rancho Murieta.

It will be necessary to view the interior of a garage to verify compliance with the applicable CC&Rs and Non-Architectural Rules to determine that all garage space available for authorized vehicle parking is used for that intended purpose.

**Section 2. Driveway Parking Variance Checklist**

The following has been adopted by the RMA Board of Directors to provide parameters to the ARC for the evaluation of driveway parking variance applications. The ARC will have the final decision on Driveway Parking Variance applications. The Board of Directors will not review the applications except in the case of appeals.

If the subject vehicle is a public safety vehicle such as a CHP motorcycle or a Sheriff's patrol car it is exempt from the variance requirement.

Vehicles that are displaced from a garage that has been converted to any type of living space or is utilized in any way that would prevent the parking of vehicles in the garage are not eligible for a variance.

Vehicles subject to the requested variance may not be displaced from the garage by the storage of personal items, a boat, or a trailer.

Members may request a variance if the variance requirement is precipitated by an additional resident or a current resident reaching driving age (receiving a license or a car).

Variances may only be issued to authorized vehicles, such as a standard passenger vehicle, a family van, an SUV, a station wagon, or a pickup (less than 1 ton).

If a variance is granted the subject vehicles must normally be driven at least once in a 72-hour period.

If an authorized vehicle is too large to fit in the member's garage the member may request a variance.

All vehicles granted a variance must "fit" the member's driveway space, not encroaching beyond the curb, pedestrian or vehicle right of way.

The number of authorized vehicles, excluding golf carts, should not exceed the number of licensed



drivers.

#### Conditions

- The driveway parking variance application shall be renewed annually. Driveway Parking Variance Applications absent substantive change will be renewed at no additional charge
- Substantive is defined as a condition upon which approval was granted. Adding a vehicle or driver is substantive and will require a new application
- Regular use is defined as at least once in three days

#### Driveway Parking Variance Vehicle Identification

Lots with driveway parking variances will be issued numbered, reflective decals to be displayed on the lower right side of the rear window for all vehicles.

### **Section 3. Resident/Guest Status**

A Rancho Murieta resident is considered to be one permanently domiciled within Rancho Murieta, and typically evidenced by one having taken one or more of those residential intent steps, such as, though not limited to:

1. Acquiring title to and permanently residing in a RMA residence.
2. Renting or leasing a RMA residence for a term greater than one month.
3. Obtaining a CA driver's license or ID with a RM address.
4. Registering to vote in CA with a RMA address.
5. Filing income tax returns with a RMA address.
6. Remaining an immediate family member of a RMA resident and maintaining a "home of record" RMA address for purposes such as vehicle registration, voting registration and income tax return filings either as an individual or as a dependent of a RMA resident.
7. Receiving regular USPS delivery of correspondence such as utility, bank, credit/debit account statements referencing a RMA permanent street address.
8. Applying for services and/or listing ones self as residing at a RMA street address. Enrolling in any educational institution and using a RMA address, using a RMA address as the student's address of record.