

**ASSOCIATION RULES ON
ROADS/PARKING/VEHICLES**

**PARK RIVER OAK ESTATES
HOMEOWNERS ASSOCIATION**

a California nonprofit mutual benefit corporation

Adopted August 25, 2024

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All rules, polices, procedures and other provisions herein are subject to the provisions of the Restated Declaration for Park River Oak Estates, a Townhouse Project, recorded on August 7, 1995 as Instrument No. 199508070845, as amended from time to time, in the Office of the County Recorder of Sacramento County, California. (“CC&Rs”).

1.1 Generally. Various provisions on “Use of Property and Restrictions,” are set forth in Article VI of the CC&Rs, including, but not limited to, Article VI, Sections 6.4 (“Common Areas”), 6.5 (“Prohibition of Noxious Activities”), 6.9 (“Garbage”), 6.10 (“Storage”), 6.14 (“Basketball Standards/Sports Apparatus”), and 6.18 (“Parking and Vehicle Restrictions”). The applicability of these provisions to persons subject to the governing documents is also further described in the CC&Rs, including, but not limited to, Article II, Section 2 (“Persons Subject to Governing Documents”) and Article II, Section 2.3 (“Delegation of Use”). The CC&Rs must be read and followed in addition to these Association Rules on Roads/Parking Vehicles (“Rules”).

1.2 Definitions. Definitions contained in the CC&Rs are incorporated into these Rules and apply to all applicable terms and phrases. These Rules may also define other terms and phrases.

1.3 Owner, Tenant Obligations & Enforcement. Owners are responsible for their own conduct and compliance with these Rules, which are enforceable governing documents of the Association. Owners are also responsible for the conduct and compliance of their tenants, family, invitees (including vendors/contractors), residents, occupants and/or guests – including those of tenants – who are all obligated to observe the Association’s governing documents, including these Rules.

- a. *Informing Tenants of Governing Documents.* Owners must provide tenants with a current copy of the governing documents (CC&Rs, Section 2.3(a), entitled “Delegation of Use and Leasing of Townhouses”). Owners are encouraged to provide prospective tenants with these documents to help inform them in advance of tenant obligations and Association restrictions.
- b. *Member Discipline/Enforcement.* Violations of the governing documents, including of these Rules, may result in the responsible Owner being subject to Member discipline under the Association’s governing documents, including, but not limited to monetary penalties (fines pursuant to the Association’s fine policy) and Special Reimbursement Assessments.
- c. *Tenants/Lessees – Additional Association Authority.* The Association reserves the right to also exercise its authority, pursuant to the governing documents and applicable California law, with respect to bringing about compliance of lessees as further provided in the CC&Rs, including, but not limited to its authority under Article II, Section 2.3 (b), entitled “Discipline of Lessees; Exercise of Eviction Authority.”

- d. *Owner Duty to Notify Association of Tenants.* Article II, Section 2.4(a) of the CC&Rs, entitled “Owner’s Duty to Notify Association of Tenants and Contract Purchasers,” requires, among other things, that Owners notify the secretary of the Association of the names of their tenants.
- i. This notification must be in writing and include a fully-executed copy of the rental or lease agreement with all addenda, any amendments or renewals/extension, as well as all other information as requested on the rental information form provided by the Association, certifying that the Townhouse has been leased for a minimum of thirty (30) days.
 - ii. The required information includes, but is not limited to, tenant names, telephone numbers and identification of resident vehicles, as stated in Article II, Section 2.4(a) of the CC&Rs and as further specified in the Association’s rental information form, which is available on the Association website at all times, free and easy to print.
 - iii. Owners are reminded that both Article II, Section 2.4(a) of the CC&Rs requires that the information and the lease must be provided to the Association at least seven (7) days prior to the tenant taking possession of the Townhouse.
 - iv. See Paragraph 1.8 of these Rules, below, regarding the obligation to notify the Association of persons whose status changes from guest to resident, as described in that Section, including vehicle information.

1.4 Fire Lanes. All streets/alleys (“street” or “streets”) within the Association are fire lanes, as the law requires that they must be kept open in the event of a fire or similar emergency vehicle access.

1.5 Speed Limit. The speed limit throughout the Association is *ten (10) miles per hour*. All vehicles must be driven carefully and the speed limit must be observed. If conditions reasonably require a slower speed, drivers are expected to exercise caution and common sense, and further limit speed accordingly.

1.6 Authorized Vehicles. Only “authorized vehicles” are permitted to be parked within the Properties, as further described in the CC&Rs.

1.7 Garaging Required. Common Area parking in the Association is limited. All Residences have two-car garages for parking of vehicles. All Owner/tenant/resident vehicles must be parked in the garage when not in use – not in the Common Area. Owners or residents may not use the Common Area parking areas (all of which are designated for guest parking) for their own personal use, including for excess vehicles. (CC&Rs, Section 6.18(d)) Using a garage for something other than vehicle parking also does not allow Owner/tenant/resident vehicles to be parked in the Common Area parking spaces. Having a larger vehicle than a garage can accommodate also does not authorize the Owner/tenant/resident to park that vehicle in the Common Area parking spaces. Garage doors shall be kept closed except during ingress/egress of

vehicles, or when access to the garage is needed for in-progress activity occurring in or about the garage (CC&Rs, Section 6.18(c)).

1.8 Common Area Guest Parking. All outdoor parking (i.e., within the Common Area) is short-term/temporary parking *for guests only* and not to be used by Owners or residents, including tenants, either permanently or temporarily. (CC&Rs, Section 6.18 (d)) Service providers/vendors/contractors and authorized individuals performing Board-authorized Association functions (e.g., landscaping, facility maintenance) may park in guest parking. For the purpose of this paragraph, a substantial period (e.g., more than eight (8) hours) of any given day and/or night may be considered a “day” or a “night,” in the reasonable discretion of the Board, taking into consideration the limited availability of guest parking spaces within the community.

- a. *Move Guest Vehicle within Seventy-Two Hours.* The longest that a vehicle may be parked in a guest parking space without being moved is seventy-two (72) hours.
- b. *Overall Guest Parking Maximums.* Guest parking is meant to be temporary. Parking in guest parking for more than these maximum amounts is not considered temporary guest use and is prohibited: (a) Fourteen (14) nonconsecutive days in a six (6) month period; and, (b) Seven (7) consecutive days or nights in a six (6)-month period.
- c. *Guests & Residents; Notification to Association.* The following descriptions are established for the purpose of these Rules. A “guest” means a person who stays at a Residence for a maximum of fourteen (14) days in a six (6)-month period, or a maximum of seven (7) consecutive days or nights. Any person who stays in a Residence regularly, i.e., for more than fourteen (14) days in a six (6)-month period or who spends more than seven (7) consecutive days or nights, will be considered a resident and not a “guest” for the purpose of these Rules. A “resident” is as anyone who owns a Residence in the Association as well as anyone who regularly stays in a Residence as described above, including the Owner(s), tenants, relatives, partners, friends, etc. An overnight caregiver who does not otherwise live in the home is not a resident. Once a person changes from “guest” status to “resident” status, as described and defined above, the Owner and/or tenant must immediately give written notice to the Association of that person’s name and vehicle information.

1.9 Vehicle Identification. To ensure compliance with the governing documents, including these Rules, the Association is authorized to collect/maintain a log of Owner/resident vehicle information (e.g., make, year, color, model, license plate number). The Association therefore requires Owners/residents to provide this information and update the Association with any changes. The Association may also implement a parking permit program to identify vehicles allowed to use guest parking and Owner/resident vehicles prohibited from using such parking areas, as well as to identify vehicles in violation of the governing documents, including these Rules. For your convenience, Owners/residents may also use the “Vehicles” portion of the Association’s rental information form to provide their own Owner/resident vehicle information as required by this paragraph.

1.10 Ingress/Egress; Vehicular, Non-Recreational Use. The streets and parking areas in the Association are intended for ingress and egress (i.e., travel) to/from the Association and its Residences and for motor vehicle use by residents and their guests. The streets are narrow fire lanes. Nearly all garages provide direct/immediate ingress/egress to the street, affording little visibility. No vehicles or other uses, structures or items shall (1) block access to or (2) restrict and/or obstruct ingress/egress/passage over the streets and/or parking areas, except as provided in these rules or as otherwise permitted in the sole and reasonable discretion of the Board. Vehicles may be temporarily stopped only for brief periods for move-in/move-out of a Unit, delivery/removal of extremely large/heavy objects, and/or carpet shampoo services requiring exterior utility hook-up, and must have hazard lights on. Such vehicles must be attended at all times and must be promptly moved if needed to provide access. An additional exception is for Association-authorized contractors/vendors providing services to, and at the request of, the Association through its Board of Directors. This latter exception does not apply to vehicles of contractors/vendors servicing individuals and/or individual Units. Vehicles parked in garages shall not extend into the streets. Recreational activity is prohibited in the streets and parking areas, in an effort to maintain clear fire lanes/emergency vehicle access, and minimize potential for damages to property and injuries in the Common Area. Recreational activities for this purpose include, but are not limited to, sports, races, music/entertainment, car-wash and other events, picnics/BBQs and parties. This provision is not intended to prohibit the use of wheelchairs, electric scooters or similar devices used or operated by a mobility-disabled person.

1.11 Nuisances. No conduct in the streets and parking areas may be or become an unreasonable annoyance or nuisance. Vehicles emitting loud noises (including, but not limited to, loud music, amplifier systems/speakers), leaking any liquid or other material (including unreasonable smoke/exhaust) or any other type of unreasonable nuisance are not permitted within the Association. (CC&Rs, Section 6.5)

1.12 No Public or Holiday/Vacation Parking. The Association's parking areas are not public parking. It is prohibited to permit non-residents who are not actual guests of a Residence (as defined in these Rules) to park in the Association's parking areas. The parking areas may also not be used for holiday/vacation parking, whether by Owners, residents or non-residents.

1.13 Accommodations; Disabled Person (DP) License Plates/Placards. The Board strives to comply with applicable fair housing laws regarding accommodation requests due to disability and supports the lawful use of DP plates/placards.

- a. *DP Plates/Placards.* Owners and residents are reminded that DP plates/placards do not provide permission for non-guests to park in guest parking spaces, including spaces marked for disabled person parking. If the holder of a DP plate/placard in the Association desires to seek a reasonable accommodation due to disability, they may apply to the Board.
- b. *Accommodation Requests.* Each request for reasonable accommodation will be confidentially evaluated by the Board on a case-by-case basis, in accordance with applicable law. Residents are advised that reasonable accommodations cannot require a fundamental alteration in the nature of the Association or impose an undue financial or administrative burden on the Association.

- c. *Special Individual Assessment.* Expenses incurred by the Association in exercising the right to tow vehicles from the Association may be assessed to the Member responsible for the violation as Special Individual Assessment.

1.14 Parking at Own Risk. All parking of vehicles within the Association is at the risk of the owners of the vehicles.

1.15 Towing. Any vehicle parked or stored in violation of the Association's governing documents, including, but not limited to, the CC&Rs and the Association Rules, is subject to being towed from the Association at the vehicle owner's expense, in accordance with applicable California law (Vehicle Code section 22658).

- a. *Areas Subject to Immediate Tow.* Any vehicle parked in the street (which are fire lanes), in front of a fire hydrant, red-painted curbs, in front of someone else's garage or driveway, or blocking ingress or egress in any way, is subject to immediate towing from the Association at the vehicle owner's expense.
- b. *Special Individual Assessment.* Expenses incurred by the Association in exercising the right to tow vehicles from the Association may be assessed to the Member responsible for the violation as Special Individual Assessment.

1.16 Enforcement.

- a. The Board of Directors of the Association shall have the authority to enforce these rules through its governing documents, such as its Enforcement and Fine Policy (including, but not limited to, hearings and fines), and towing from Association property in accordance with California law, as noted above.
- b. The Board may enlist a patrol service to issue warnings/citations and to tow vehicles that are in violation. The Association and/or patrol service may also keep a license plate log to ensure compliance with the parking rules.
- c. Except as otherwise stated in these Rules (e.g., areas subject to immediate tow pursuant to Section 1.15, above), vehicles parked in violation of these Rules will be issued a warning. If there is a pattern of repeated violations, the Board may take further enforcement action, including towing in accordance with California law.