

**Talega Gallery Community Association**  
**Operating Rules**  
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# **Talega Gallery Community Association**

## **Operating Rules**

### **Introduction**

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The Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), the Bylaws and the Rules and Regulations (“Rules”) of the Talega Gallery Community Association (the Association) govern all Owners and Residents in the Talega Gallery community. In addition, Owners and Residents in the community are also governed by the CC&Rs, Bylaws and Rules of the Talega Maintenance Corporation (the Master Association or TMC). The Rules are subordinate to, and shall not be inconsistent with or materially alter, any provision of the other Governing Documents.

The Association’s Rules were adopted to ensure the comfort, enjoyment, convenience, and safety of all Residents and their guests. The establishment of these Rules can have a direct impact on reducing the potential liability risks for the Association and on the cost of the insurance premiums. It is important that all Owners and Residents of the community cooperate in following and supporting the Rules to minimize the liability and cost to everyone.

Although these Rules support and supplement the Association’s CC&Rs and the Bylaws, they do not cover the entirety of those Governing Documents. Please be sure to read the Association’s CC&Rs and Bylaws carefully.

Your cooperation in observing the Association’s Rules is greatly appreciated.

# Talega Gallery Community Association

## General Information

### Section 1

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#### **1.1 DEFINITIONS**

The meaning of undefined “Capitalized Words” in these Rules can be found in the Association’s Bylaws and CC&Rs (especially in Article II – Definitions).

#### **1.2 ANNUAL MEETING OF MEMBERS**

The Annual Meeting of the Association’s Membership is held annually in March, or as close thereto as possible. The purpose of the Annual Meeting is to elect the Board of Directors, to vote on IRS Revenue Ruling 70-604, and to conduct any other matter that is brought before the Membership.

#### **1.3 BOARD OF DIRECTORS MEETINGS**

The Board Meetings are usually held monthly and are open to all Members of the Association. The Association provides notification of meetings and posts the meeting agenda in “The Gallery Club” building in advance. The Board’s monthly meetings begin or end, as identified on the meeting’s agenda, with an open session (Homeowners Forum) for all Members, and with the remaining time devoted to the business meeting of the Board. All Members are welcome to stay for the entire Board meeting, but they may not participate after Homeowner Forum is closed. An Executive Session of Board Meeting is convened as required and is closed to the Membership. Audio or video recording of Board or Committee meetings is prohibited unless specifically preauthorized in writing by the Board.

#### **1.4 COMMITTEE MEETINGS**

The Board’s appointed Committees typically have monthly meetings which are open to all Members of the Association. The Association provides notification of these meetings in advance. Committee meetings will begin or end with an open session (Homeowners Forum) for Members and with the remaining time devoted to the business of the committee. Committees serve at the pleasure of the Board.

#### **1.5 CODE OF ETHICS FOR BOARD AND COMMITTEE MEMBERS**

Adhering to ethical standards and standards of conduct help the Association’s Board and Committee members fulfill their volunteer duties with the Association’s best interests in mind. Consequently, in addition to Article 14.3 of the Association Bylaws, the Board has adapted these 13 guidelines from Community Association Institute’s *Community Association Leadership - A Guide for Volunteers* 3rd Edition as listed in the next paragraph.

The Board and Committee members should adhere to generally recognized ethical standards and principles and the Standards of Conduct as set forth, without limitation, below:

1. Serve the best interests of the Association as a whole regardless of their personal interests.

2. Use sound judgment to make the best possible business decisions for the Association, taking into consideration all available information, circumstances, and resources.
3. Act within the boundaries of their authority as defined by law and the Association's governing documents.
4. Provide opportunities for residents to comment on decisions facing the Association.
5. Perform their duties without bias for or against any individual or group of homeowners or non-owner residents.
6. Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the Association.
7. Conduct open, fair, and well-publicized elections.
8. Always speak with one voice, supporting all duly adopted board decisions even if the board member was in the minority regarding actions that may not have obtained unanimous consent.
9. Keep confidential any owner, resident, or other third-party discussions, decisions, and comments made at any meeting of the board properly closed or held in executive session unless specifically authorized by the board.
10. Refrain from making unauthorized promises to a contractor or bidder.
11. Decline gifts directly or indirectly from owners, residents, contractors, or suppliers.
12. Represent only known facts in any issue involving association business.
13. Refrain from personal attacks, harassment, or threats with colleagues, staff, or residents.

## **1.6 MANAGEMENT COMPANY FOR THE ASSOCIATION**

The Association's Manager is currently being professionally managed by:

Seabreeze Management Company Inc. (Management Company)  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656  
Phone: (949) 855-1800  
www.seabreezemgmt.com

On-site Manager's office:

The Gallery Club  
22 Calle Galeria  
San Clemente, CA 92673  
Phone: (949) 361-4685

The Management Company provides (1) an on-site General Manager and staff and (2), off-site accounting, personnel, computer, and other support services under contract to the Association. All direction and instruction to the Management Company comes from the Board. All direction to the Association's other contract

service providers, by terms of their contract, comes from the Management Company. The Board reserves the right to change community management companies, at its discretion, and notify the Membership of such in writing. Such notification shall be deemed a notice and not a Rule change as defined in Civil Code Section 4360.

## **1.7 ENFORCEMENT OF RULES**

Enforcement of the Association's Governing Documents, which include these Rules and all related California State civil codes, statues, and laws will be conducted in accordance with CC&Rs' Article XV and Bylaws' Article XIII and are subject to the following procedures as approved by the Board.

### **1.7.1 Violations Identified by the Association:**

Owners (and if applicable their Tenants) will be provided with a Notice of Violation identifying the violation and the amount of time the Owner (and/or Tenant) has to remedy the violation. A violation is defined as an act in conflict with the Association's CC&Rs, Bylaws, or Rules. If said violation is not remedied within the defined amount of time, the Owner will receive a Notice of Hearing at which time the Board, in Executive Session, will discuss the violation with the Owner and provide the Owner with an opportunity to explain the Owner's position. The Board will determine, what, if any, fines, legal proceedings, or other remedies will be required to resolve the issue.

### **1.7.2 Violations Identified by Residents:**

Any Resident alleging that another Resident is in violation of the Rules must submit said allegations to the Board, in writing, to allow the violation process to be enacted. The Resident with a complaint of an alleged violation of the Association's Governing Documents will proceed according to the procedure outlined below:

- (a) Your first step in this process is to discuss with your neighbor(s) the issue(s) and concern(s) which are bothering you.
- (b) If you find it difficult or potentially dangerous speaking with your neighbor(s) regarding the problem, the second step is for you to contact the Association's Manager to initiate a *Rules Violation Report*. The violation report requires the signature of the reporting Resident(s).

[Click here to access the \*Rules Violation Report\*](#)

## **1.8 BOARD ACTIONS**

1.8.1 In the event two or more Residents, when practicable, of the Association file a *Rules Violation Report*, the Board will take the following steps:

- (a) If appropriate, a violation letter will be sent to the offending Owner stating the Resident's alleged violation and the date by which such violation is to be corrected.
- (b) If the violation is not corrected by the specified date, the Association's Manager, will send a second violation letter requiring a response within 15 days.



- (c) If the violation is not resolved within 15 days after the second violation letter, a notice of hearing date with the Board will be sent.
- (d) A hearing will be set not less than fifteen (15) days from the date of written notice of the hearing. The Owner is to be present in person or submit a written response to the alleged violation(s) at a hearing with the Board.
- (e) The Owner will be notified in writing within 10 days as to the decision rendered by the Board as a result of the hearing.

1.8.2 Notwithstanding the above-referenced timeline, the Board retains the right to take action if only one Resident reports a violation, and the Board may accelerate the violation process, from the second violation to the hearing for repeat violations of the same subject matter and/or for life or safety issues.

## **1.9 VIOLATION PROCESS**

1.9.1 If the Owner is found to be in violation of the Association's Governing Documents, the Board can take any combination of the following steps:

- (a) First seek remedy by use of internal dispute resolution, as specified in Civil Code Section 5900, or an alternative dispute resolution such as mediation or arbitration with the Owner, as specified by Civil Code Section 5975.
- (b) Levy a fine, after Notice has been sent and an opportunity to be heard has occurred.
- (c) Suspend or condition the Resident's rights to use any of the Association's Common Facilities.
- (d) Suspend the Owner's voting privileges as a Member of the Association.
- (e) Enter a Residence or Condominium to make the necessary repairs or perform maintenance at the Owner's expense.
- (f) If Association fines and costs are not paid, record a notice of noncompliance by encumbering the Owner's Residence or Condominium as allowed by California State civil codes, statutes, and laws.

## **1.10 FINE STRUCTURE**

The Board is required to provide Owners with a Notice of Violation, and a Notice of Hearing and to hold said Hearing prior to the levying of fines or other remedies to gain compliance of the Association's Governing Documents. Once action has been taken by the Board to levy violation fines and billing for Association costs to an Owner's assessment account, additional violations may be fined in the following manner:

- 1.10.1 \$100 fine per violation occurrence. Fines may be increased in \$100 increments by the Board for multiple violations of the same subject matter within a period of six (6) months. Flagrant violation of Rules, which include, among other things, repeat or reoccurring violations, may incur a fine up to \$10,000 and suspension of Membership and Resident privileges.
- 1.10.2 Fines from \$500 to \$10,000 and suspension of Membership and Resident privileges may be levied for violations of the Standards of Conduct or the Code of Ethics.

# Talega Gallery Community Association

## Community Rules

### Section 2

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#### 2.1 OWNERS RIGHTS AND RESPONSIBILITIES

Rights and Responsibilities, adapted from the Community Association Institute, serve as an important guidepost for all involved in the community — Board and Committee Members, Association’s Manager and staff, Owners and Tenants.

##### 2.1.1 Owners have the right to:

- (a) A responsive and competent community association.
- (b) Honest, fair and respectful treatment by community leaders and managers.
- (c) Participate in governing the community association by attending meetings, serving on committees and standing for election.
- (d) Access appropriate association books and records.
- (e) Prudent expenditure of fees and other assessments.
- (f) Live in a community where the property is maintained according to established standards.
- (g) Receive all documents that address rules and regulations governing the community association — if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
- (h) Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.
- (i) Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.

##### 2.1.2 Owners have the responsibility to:

- (a) Read and comply with the governing documents of the community.
- (b) Maintain their property according to established standards.
- (c) Treat association leaders honestly and with respect.
- (d) Vote in community elections and on other issues.
- (e) Pay association assessments and charges on time.
- (f) Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- (g) Request reconsideration of material decisions that personally affect them.
- (h) Support and participate in community activities.
- (i) Stay informed through the Association website and attendance at Board meetings

## 2.2 STANDARDS OF CONDUCT

These Standards of Conduct for Resident interactions with management, vendors and contractors are implemented with the purpose of protecting and advancing the interests of all the Members and Residents of the Association.

- 2.2.1 Use of Association's Common Facilities is a privilege, available for Residents, along with any guest aged 18+ to enjoy. The Standards shall apply to all the Association's Common Facilities, such as the parking lot, swimming pool, spa, outdoor patios, sports courts, golf-putting course, meeting rooms, offices, lobbies, billiards room, fitness center, library, bocce ball courts, croquet field, and all other common areas in the Development.
- 2.2.2 All Members, Residents, and their guests shall interact with fellow Members, Residents, management, vendors, and contractors of the Association in a respectful fashion and shall treat them with dignity. Threatening or addressing them in a manner that implies violence, making abusive or derogatory remarks, uttering personal insults, threats, epithets, or vulgarity, making unwanted or offensive touching, or engaging in any form of discrimination or "harassment" as defined in Civil Code Section 527.6(b)(3) are all prohibited.
- 2.2.3 Enforcement of this Standard of Conduct will be in accordance with existing Association Governing Documents.

## 2.3. SINGLE FAMILY RESIDENTS

- 2.3.1 Each Condominium Unit and each Residential Lot shall be used only for a single family (as defined in the Governing Documents) and for no other purpose. No Condominium Unit or Residential Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or any other non-residential purpose, except as permitted in the Governing Documents.
- 2.3.2 An Owner may lease their Condominium or Residence to a single family pursuant to a written rental lease agreement that is subject to the rental restrictions listed in Section 2.4.2 below.
- 2.3.3 All Residents must meet the Qualifying Resident or Qualified Permanent Resident requirement and the Owner Landlords must supply a copy of the Association's Governing Documents including the Rules to their Tenants.
- 2.3.4 Owner Landlords must complete and submit a *Rental Notification Form* to the Association's Manager no later than five (5) working days prior to the arrival of their Tenants. Owner Landlords are responsible for the actions of their Tenants.

[Click here to access the Rental Notification Form.](#)

## 2.4. TENANT RESIDENTS

### 2.4.1 TENANT EXPECTATIONS AND RESPONSIBILITIES

- (a) Tenants, in accordance with the Governing Documents, are to be given copies of the Governing Documents by the Owner Landlord.
- (b) Tenants are given access to the “Resident’s Portal” on the Association’s website with the written permission of the Owner Landlord.
- (c) Tenants are encouraged to attend board meetings and to offer input even though they cannot vote.
- (d) Tenants have the same rights to use “The Gallery Club” Common Facilities as Owners and are eligible to attend all Association activities; however, Owners, by renting/leasing their home, delegate their right to use “The Gallery Club” Common Facilities to their Tenants and, therefore, are not entitled to the same use.
- (e) Tenants may become members of the Recreation Committee Advisory Forum.
- (f) New Tenants are encouraged to come to new Resident orientations and other social gatherings to become acquainted in the community.
- (g) If a Tenant commits a violation, correspondence from the Association is sent to the Owner, with a copy to the Tenant. The Owner Landlord is responsible for the Tenant, as if the Tenant were a guest of the Owner. Both parties need to be aware of the violation.

### 2.4.2 RENTAL RESTRICTIONS

The following rules were developed as of January 1, 2021, in order to bring the Association into conformity with changes made to California Civil Code Sections 4740 and 4741:

- (a) See Article IV of the Association’s Amended and Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) for the full details on leasing a Residence or Condominium. Notwithstanding, to the extent there are any conflicts between the CC&Rs and these Rules regarding leasing, these Rules shall control to the extent provided by law.
- (b) The definition of all capitalized terms can be found in the CC&Rs.
- (c) Pursuant to Civil Code Section 4741, an Owner of a Separate Interest shall not be subject to a provision in a Governing Document that prohibits, has the effect of prohibiting, or unreasonably restricts the rental or leasing of any of the Separate Interests to a renter, lessee, or tenant.
- (d) Pursuant to Civil Code Section 4741, any provision of the CC&Rs which requires a minimum lease/rental term that is greater than thirty (30) days is void and unenforceable.
- (e) Pursuant to Civil Code Section 4741, any provision of the CC&Rs which

prohibits the leasing or rental of Separate Interests in the community, or which restricts the total number of Separate Interests in the community that may be leased or rented at any particular time to less than twenty-five percent (25%), is void and unenforceable.

(f) Minimum Lease Term:

An Owner may rent or lease his or her Residence or (Condominium) Unit to a Qualified Resident provided that the Residence or Unit is rented for a term of not less than thirty (30) days and pursuant to a written lease or rental agreement subject to all of the provisions of the CC&Rs and the Master Declaration. No Residence or Unit may be used for transient or hotel purposes. No Unit or Residence shall be leased, subleased, occupied, rented, let, sublet, lodged or used for or in connection with any short-term or vacation rental. No Unit or Residence shall be leased, subleased, occupied, rented, let, sublet, lodged or used for or in connection with any time-sharing agreement, plan, program or arrangement, including, without limitation, any so-called "home sharing," "vacation license," "travel club," "extended vacation," "timeshare," corporate rentals or other membership or time interval ownership arrangement.

(g) Maximum Number of Rentals:

The following restrictions shall apply to any Owner who acquires title to a Condominium or Residential Lot on or after the effective date of this provision. Owners shall disclose to prospective purchasers of their Condominiums or Residential Lots the limitations set forth in these Rules. The purpose of these restrictions is to comply with lenders' guidelines, prevent transient tenancy, and avoid increased insurance premiums. For purposes of this Section, a "Rental" is a Condominium or Residential Lot occupied by one or more persons but does not include the Owner or the Owner's family, with or without payment of rent or other consideration to the Owner.

Any Owner who acquires title to a Condominium or Residential Lot on or after the effective date of this provision may use the separate interest as a Rental, provided that such Rentals do not exceed a maximum of seventy-one (71) Separate Interests.

(h) Waiting List:

Once the foregoing Rental limit is established, the Board shall establish a waiting list to permit other Owners who have a genuine intent to rent their Residential Lot or Condominium to have the opportunity to do so and who shall be entitled to priority on a first-come, first-served basis. Once any Rental ceases to be a Rental as provided herein, the Owner entitled to priority on the waiting list shall be permitted to rent his or her Condominium or Residential Lot, unless the Owner having such priority is not ready, willing or able to do so at that time, in the reasonable judgment of the

Board, in which case the Owner may remain on the waiting list but shall lose priority over any other Owners on the waiting list at that time.

(i) Occupancy Prior to Rental:

Notwithstanding Section 4.9 of the CC&Rs, an Owner is not required to own a Separate Interest for two (2) years prior to any Lease or acceptance on the waiting list to Lease.

## **2.5. RESIDENT ACCESS TO THE DEVELOPMENT**

2.5.1 Residents will be responsible for granting or denying non-residents access to the Development via the telephone/directory system at the entrance gate on Via Portada. All new Residents may obtain information concerning this procedure from the Association's Manager at "The Gallery Club" building.

2.5.2 All Residents are obligated to respect the security and privacy of other Residents by judiciously limiting the release of the gate entry codes, gate keys and fobs to only those persons who have a legitimate and lawful need to visit or perform services in the Development. Duplication of the perimeter pedestrian gate entry keys by Residents is not permitted and shall be considered a violation of these Rules. Any additional keys required by Residents for their personal enjoyment of the community or to replace a lost key must be obtained from the Association's Manager under the terms and conditions approved by the Board.

2.5.3 Residents are responsible for informing the Association's Manager in writing of any revisions to their phone number or listing name so that Association records and the gate entry telephone system can be updated. Note that the Association's Manager or staff are not permitted to authorize entry to any non-resident guests.

2.5.4 Video surveillance is in use on the premises. Surveillance shall not constitute an increase in security nor guarantee safety of persons or property. The Association and its Board, agents or representatives are not required to monitor or view live surveillance or recorded surveillance footage. Access to live video surveillance and/or any recorded video shall be limited to the Board, the Association's Manager, or other approved Association agent.

2.5.5 Vehicle Access - See Section 7 for "Vehicle Access Rules"

## **2.6. VISITORS UNDER THE AGE OF 18**

2.6.1 Guests and visitors under the age of 18 are not permitted to be within nor utilize any of the Common Facilities with the following exceptions:

(a) To attend private rented functions under the following conditions:

- i. The primary purpose of the function should be adult oriented.
- ii. Persons under the age of 18 must stay within the room rented or adjacent rest rooms and must be supervised by the Resident at all times.



- (b) During clubhouse open hours and after checking in with the Association's Manager, a Resident or prospective resident may escort a minor on a short tour of the Common Facilities.
- (c) However, at the discretion of the Board, guests and visitors under the age of 18 may be allowed to use certain amenities of The Gallery Club areas during specified hours and with specified supervision. These allowances may only be granted for specific planned events.

## **2.7. GUEST VISITATION**

2.7.1 In order to protect the Association's age-restricted status, all guests under the age of 55 are not permitted overnight stays to visit Residents for more than sixty (60) cumulative days of each calendar year. The sixty (60) cumulative days limitation applies to **all guests** who are under the age of 55, not to individual or separate guests.

2.7.2 Resident Owners must complete a *Rental Notification Form* for guests, over age 55, who will be in residence over 6 months.

[Click here to access the Rental Notification Form.](#)

## **2.8 RESIDENT CAREGIVER**

2.8.1 Residents are responsible for submitting the *Resident Caregiver Registration Form* to the Association's Manager at the time a caregiver arrives in the Development.

2.8.2 Caregivers are exempt from the 60-day cumulative days visitation limit.

2.8.3 Caregiver's vehicle Safelisting must be up-dated every 6 months.

[Click here to access the Resident Caregiver Registration Form.](#)

## **2.9 RESIDENT'S CONTRACTORS AND SERVICE PROVIDERS**

2.9.1 All contractors must obey all California Vehicle Code laws and comply with the Rules as set forth by the Association and the Master Association.

2.9.2 Residents are responsible for the actions of their contractors and service providers, including any damage they may cause or violations they may engage in.

2.9.3 Other than for business communications, contractors' or service providers' radios may not be operated in the Development in any manner that interferes with the quiet enjoyment of any Resident.

2.9.4 Contractors or service providers are not to bring persons under the age of eighteen (18) into the Development.

2.9.5 Contractors or service providers are not to bring dogs or other animals into the Development other than as allowed by federal and state law.

2.9.6 Contractors or service providers may not obstruct streets with objects or building materials or any items that are hazardous to pedestrians or vehicles.

2.9.7 Contractors or service providers, including landscape vendors, may only

work Monday through Saturday between the hours of 7am and 5pm.

2.9.8 Construction and landscape activities are not permitted on Sundays or Holidays.

2.9.9 Prior approval from the Association is required before placement of any dumpster, storage pod or similar container or other equipment on any street in the Development. The container/equipment must be placed atop strong wide support blocks so that it does not leave imprints or damage the asphalt street and must be appropriately placed in front of the Owner's home. The container/equipment must be removed immediately when full. City permits may be required, and the Owner shall adhere to any and all city codes.

## **2.10 ANNOYANCE, NUISANCE AND SOLICITATION**

2.10.1 Any annoyance or nuisance in the Development that interferes with the quiet enjoyment of the Residents is prohibited. Noxious or offensive activities are prohibited within the Development. All horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Resident or a vehicle and its contents, are also prohibited. Operation of skateboards and scooters (other than for use by disabled persons) are not allowed in the Development. Motorized wheelchairs and scooters for disabled persons, as well as street licensed motor scooters operated by Residents, will be permitted. All bicycles, including motorized bikes and e-bikes, may not be operated on sidewalks within the Development.

2.10.2 Solicitation is not permitted in the Development. Contact the Association's Manager at (949) 361-4685 to report solicitation complaints and, if available, provide the name of the soliciting company. Residents are asked to notify the Association's Manager of any neighborhood wide canvassing activities.

2.10.3 Trespassers may be prosecuted according to Penal Code 602. Loud and unreasonable noise offenses may be prosecuted under Penal Code 415. Without limiting the Association's ability to enforce the Rules, upon receipt of complaint by the Association, trespass and noise violations may be reported to the Orange County Sheriff's Department at (949) 770-6011.

## **2.11 GARAGE AND YARD SALES**

Garage or yard sales, other than those sanctioned by the Master Association, are not permitted within the Development. A "Talega Community Garage Sale" is sponsored by the Master Association one (1) time per year and Residents may participate in this community garage sale.

## **2.12 GENERAL SIGNAGE RULES**

2.12.1 All signs must conform to all applicable governmental ordinances. No poster, billboard, advertising device or other commercial display of any kind shall be displayed for public view.

2.12.2 All signage must comply with the Association's Governing Documents'



CC&Rs 8.13.

2.12.3 Signs should only be displayed in the planter bed of the Owner's Residential Lot or Condominium.

## **2.13 REAL ESTATE/OPEN HOUSE SIGNAGE IN THE DEVELOPMENT**

All "For Sale/Lease" signs must adhere to the criteria outlined in the Master Association's Rules and Regulations Article II Section E titled "Sign Rules".

## **2.14 ESTATE SALES**

2.14.1 Owners (or their agents) wishing to advertise an "ESTATE SALE" for the purpose of directing traffic to their Residence or Condominium, must use the approved TALEGA directional sign.

2.14.2 Owners (or their agents) wishing to advertise "ESTATE SALE" at the property address, must use a standard sign to conform as follows:

(a) The sign can be no larger than 10in. by 30in.

(b) The sign must be professionally prepared.

(c) The sign can include only the words "ESTATE SALE."

2.14.3 Signs may not remain in the Development overnight.

2.14.4 No riders or flags are permitted.

2.14.5 Signs not complying with the community guidelines will be removed.

2.14.6 Owners (or their agents) may not publish the Talega Gallery vehicle access gate code anywhere, such as in any documentation or advertisements, on any social media or websites, or by the directory kiosk.

## **2.15. NONCOMMERCIAL DISPLAY OF SIGNS, POSTERS, FLAGS AND BANNERS (CIVIC CODE 4710) CC&Rs 8.13B**

2.15.1 Noncommercial signs, posters, flags, or banners may be posted or displayed on or in an Owner's Residential Lot or Condominium, except as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.

2.15.2 Noncommercial signs, posters, flags, or banners may be made of paper, cardboard, cloth, plastic, or fabric, and may be posted or displayed from the yard, window, door, balcony, or outside wall of the Residence/Condominium. They may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component or include the painting of architectural surfaces.

2.15.3 The Association prohibits noncommercial signs and posters that are more than nine (9) square feet in size and noncommercial flags or banners that are more than fifteen (15) square feet in size.

2.15.4 Flags signs and posters that fall into disrepair or become unsightly must be removed or replaced.

2.15.5 Political flags, signs and banners may be posted 30 days before and must be removed within 15 days following the election.

2.15.6 Any signs, directional signs, or banners placed on Development streets or in common areas shall be subject to immediate removal.

## **2.16 CONSTRUCTION/LANDSCAPE SIGNS**

2.16.1 No signs shall be displayed on any Residential Lot or Condominium other than a sign advertising the Residence/Condominium for sale or an Open House or Estate Sale. This limitation applies to contractors' signs of any type, including the signs identifying the site of their activities or operations.

## **2.17 DECORATIVE YARD ITEMS**

2.17.1 Decorative items such as pots and yard art are not allowed in front yard planter and turf areas nor in the planter or turf areas of the Common Property.

2.17.2 Artificial flowers and plants may be used only on front doors, porches, window boxes, or landings and must not be faded or show other signs of wear.

2.17.3 One decorative, small garden flag may be placed in the planter area and must not be faded or show wear.

2.17.4 Holiday yard decorations may be displayed in planter areas not more than 30 days prior to the holiday and must be removed no longer than fifteen (15) days following the holiday. For example, the 4th of July's 15 days ends July 19th and the Christmas/New Year's 15 days ends January 16th.

2.17.5 The Association will not be responsible for any inadvertent or accidental damage to Residents' (or Owners') decorations by the Association's landscape vendors. Holiday decorative items, lights and wires/extension cords are prohibited in front yard turf areas. No decorations are allowed on any utility boxes.

## **2.18 ANIMALS (*COMMUNITY RULES*)**

2.18.1 The only animals that may be raised, bred, or kept in any Residential Lot or Condominium are dogs, cats, fish, birds, reptiles and other usual household pets, provided that they are not kept, bred or raised for commercial purposes, in unreasonable quantities or sizes ("unreasonable quantities" ordinarily means more than two (2) pets per Residence or Condominium), as further defined in Section 8.7 of the CC&Rs.

2.18.2 All dogs must be kept on a leash when not in the Resident's enclosed yard or dwelling.

2.18.3 Residents are responsible for the actions of their animals.

2.18.4 Residents shall clean up after their animals. Disposing of pet waste over the rear or side yards fencing/walls is prohibited. Owners are responsible

for disposing of pet waste per city, county, and/or state regulations.

2.18.5 Orange County Animal Control is the proper entity to contact for animals not being properly controlled or maintained by their owner. To report problems, call Animal Control at (714) 935-6848.

2.18.6 Per San Clemente Municipal Code Section 6.10 barking dog complaints are filed with the City of San Clemente.

## **2.19 GARAGE DOORS**

2.19.1 For aesthetic as well as security reasons, garage doors shall be kept closed except for ingress, egress and during periods of time when someone is physically working in the garage.

2.19.2 Garage doors may be opened up to 24 inches for ventilation.

## **2.20. TRASH COLLECTION**

Refuse, recyclables, and yard waste shall be kept from public view at all times. Trash shall be placed at the curb in containers provided by the trash collection agency, no earlier than dusk of the evening before the designated pickup day. Emptied containers shall be removed from public view as early as possible and no later than the evening following trash pick-up.

## **2.21 RESIDENCE AND CONDOMINIUM MAINTENANCE AND REPAIR h RESPONSIBILITIES**

2.21.1 It is the Owner's responsibility to repair and maintain shutters, awnings, fences, front doors and garage doors in good condition at all times per CC&Rs 9.2.

2.21.2 Maintenance and painting of Party Walls, the exterior wall or fence between adjacent Residential Lots or Condominiums are the responsibility of the affected Owners. This excludes the interior structural walls between Condominium Units which is a part of the Condominium Common Area.

2.21.3 Property Walls are the walls, gates and fences which surround the perimeter of the Development. The maintenance obligations of the Property Walls are divided among the Owners, the Association and Master Association and are set forth in the Association CC&Rs and the Master Declaration.

## **2.22. ROOF MODIFICATIONS – RESIDENTIAL LOTS**

2.22.1 Each Owner may install a Solar Energy System, Solar Tubes, or other roof modification on a Residential Lot so long as:

- (a) The design and location of the solar energy system meet the requirements of all applicable governmental ordinances.
- (b) The design and location receive the prior written approval of the Master Association. Check with the Master Association directly for the latest application and documentation requirements.

2.22.2 Satellite Dish Systems and Antennae - Per Section XV of the Master Association Architectural Guidelines Satellite Dish Systems and Antennae are considered Pre-Approved Items; however,

- (a) It is recommended that satellite dishes and antennas be placed in a location on the rear one third of the house (i.e., tucked behind the chimney) where good reception can be received.
- (b) If the only location in which good reception can be received is toward the front of the house, the face of the satellite dish and antenna mounting unit/brackets and cable wire are to be painted to match the adjacent surface of the dwelling.
- (c) Regardless of location, the cable wire will not be permitted to hang free from the roof or any other portion of the dwelling. The cable should be placed along the weep screed or tucked in along the eaves to minimize visibility.
- (d) It is highly recommended that the installer provides the Owner with 2 to 3 locations where reception can be received prior to installation.

## **2.23 ROOF MODIFICATIONS - CONDOMINIUMS**

2.23.1 All work performed on Condominium roofs must be approved in advance. No work can start before final written approval is received from both the Association and the Master Association's TMC Design Review Committee.

2.23.2 All work performed on Condominium roofs must be done by a licensed roofing contractor. Residents and Owners are not allowed on a Condominium roof at any time.

2.23.3 Only Solar Energy Systems and Solar Tubes are allowed to be installed on Condominium roofs. Installation of skylights or the relocation of vents and other roof modifications are strictly prohibited to preserve the roofs structural integrity.

2.23.4 The following rules and process apply to the installation of allowed Solar Energy Systems and Solar Tube Systems on Condominiums:

- (a) Prepare the full documentation package as required by the Master Association. (Contact the Master Association Architectural Rules for full details.)
- (b) Prior to submission to the Master Association, submit this package and other necessary paperwork to the Association for review and approval. (Contact Association's Manager for the current detailed application form.)

In addition to the full Master Association package, the Association application must include:

- i. A solar site survey showing the placement of the solar energy system, prepared only by a licensed contractor. (This survey or the costs to determine usable space shall not be deemed as part of the cost of the

system.) The usable solar roof area is the amount and location of space on the building roof suitable for solar panel installations. Said survey shall only be conducted by a licensed contractor and with the permission of the Association to access the roof. The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof. The drawings shall identify the specific location within the usable solar roof area to be allocated to the applicant Owner.

- ii. Confirmation that there shall be no penetrations into building structures, not limited to walls and roofs, unless it is absolutely necessary for the installation and operation of the system and/or to avoid an unreasonable increase in the cost of the installation. Any penetrations for wiring or piping for a solar energy system shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage.
  - iii. Confirmation that the applicant has notified each Owner in the building of the application to install a solar energy system (i.e., those under the same common roof). (Civil Code § 4746(a)(1).) The applicant shall certify in the application the names and addresses of those notified and the date of notification. Any written comments of the neighboring Owners shall be attached to the application. The Board may, but is not required to, establish any reasonable restrictions on the installation based on any objections by neighboring Owners.
- (c) The Owner is responsible for the cost of a before and after roof inspection by the Association roofing contractor. The purpose of these inspections is to confirm the requested installation will not or has not impaired the structural integrity of the roof.
  - (d) The Owner will receive an approval letter from the Association once they have complied with (a) & (b) above and the proposed modification has been approved, including the original notarized documents of the 'covenant to run with the land'.
  - (e) Submit the Association's approval letter, along with the Architectural submittal package, to the Master Association's TMC Design Review Committee (DRC) for their final review and approval process.
  - (f) No work is allowed to start before final written approval is received from both the Association and the DRC.
  - (g) The Owner will assume responsibility for all future maintenance and repairs to the system. This responsibility will transfer to all future owners of their Condominium. This transfer of future responsibility will be recorded against the Owner's deed using a notarized 'covenant to run with the land'. The

Owner is also responsible for all costs for the Association's legal counsel to prepare and file this legal paperwork.

- (h) Owner shall be responsible for any increased costs incurred by the Association in maintaining or repairing components for which the Association is responsible under the Association's Governing Documents as a result of the presence of a solar energy system.
- (i) If it is necessary to temporarily remove a solar energy system or some of its components so that the Association may perform required maintenance or repairs to the roof or other areas for which the Association is responsible, the Owner shall be responsible, at his or her sole expense, for removing the solar energy system and reinstalling the system pursuant to the requirements set forth in these Rules after the Association's work is completed. Unless there is an emergency, notices to the Owner regarding removal shall be in writing sent by certified mail at least fifteen (15) days prior to the date removal is required. If the Owner fails to remove a solar energy system or a system component when requested to permit necessary maintenance or repairs, the Association may remove the same and charge the cost of such removal to the Owner. So long as the Association uses reasonable care in removing and reinstalling the solar energy system or any component thereof, the Association shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

#### 2.23.5 Satellite Dish Systems and Antennae

The following rules and recommendations apply to the installation of Satellite Dish Systems and Antennae on Condominium Units. These do not require prior approval of the Master Association.

- (a) Satellite dishes and antennae may not be placed on the roof or on the facia of a Condominium. They must be placed on the stucco of the chimney or the side of the Unit.
- (b) All work performed on Condominium roofs must be done by a licensed roofing contractor. Residents and Owners are not allowed on a Condominium roof at any time.
- (c) If the only location in which good reception can be received is toward the front of the Unit, the face of the satellite dish and antenna mounting unit/brackets and cable wire are to be painted to match the adjacent surface of the dwelling.
- (d) Regardless of location, the cable wire is not permitted to hang free from any other portion of the dwelling. The cable should be placed along the weep screed or tucked in along the eaves to minimize visibility.

- (e) It is highly recommended that the installer provides the Owner with 2 to 3 locations where reception can be received prior to installation.

#### **2.24. DRONES**

The use of drones and other similar aerial vehicles by Owners or Residents or by any of their guests, realtors, brokers, contractors, or vendors is prohibited within the Development without the prior written approval of the Association's Board.

#### **2.25. MACHINERY AND EQUIPMENT**

2.25.1 No machinery or equipment of any kind shall be placed, operated, or maintained upon any Residential Lot, Condominium, or Common Property. Notwithstanding the foregoing, reasonable medical, hobby, and emergency machinery and equipment may be kept and maintained within a Separate Interest, provided that such machinery and equipment does not prevent parking of at least two vehicles in the garage and provided that such hobby machinery and equipment is not visible in the Development.

2.25.2 Machinery may only be operated Monday through Saturday between the hours of 7am and 5pm.

#### **2.26 NEIGHBORHOOD WATCH**

The Residents of the Association may establish a Neighborhood Watch Committee under the auspices of San Clemente's Neighborhood Watch program, serviced by the Orange County Sheriff's Department. A Neighborhood Watch Committee, if formed, is not a committee of, nor affiliated with, the Association or its Board.



**Talega Gallery Community Association**  
**Common Facilities General Rules**  
**Section 3**

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**3.1 COMMON FACILITIES GENERAL RULES**

- 3.1.1 Talega Gallery Community Association (Association) is an age-restricted community.
- (a) Except during Private Use Events, and as provided in Section 2.6.1(c), no one under the age of 18 is permitted within or to utilize any of the Common Facilities.
- (b) Except during The Gallery Club open hours and after checking in with Association Management, a Resident or prospective resident may escort a minor on a short tour of the Common Facilities.
- 3.1.2 Two fobs, which open The Gallery Club pool, restroom and front perimeter gate as well as the Master Association pool gates, are issued to each residence by the Master Association. Fobs for new Residents and replacement fobs are available from the Master Association at the current cost. Under no circumstances may Residents give a fob to any non-resident.
- 3.1.3 Guests and/or Resident's caregivers are not permitted to use the Common Facilities unless accompanied by the Owner or Tenant.
- 3.1.4 All Residents, guests and/or Resident's caregivers must sign a *Release, Waiver of Liability and Indemnification Agreement* before using the Common Facilities.
- [Click here to access the Release, Waiver of Liability and Indemnification Agreement.](#)
- 3.1.5 Smoking is prohibited in all Common Facilities.
- 3.1.6 Bathing suits without an appropriate cover-up may not be worn within any of the Common Facilities except in the pool and spa areas.
- 3.1.7 Personal belongings may not be stored within Common Facilities. Exceptions may be where locations are provided with the specific approval of the Association's Manager for sports or exercise equipment used in recurring classes.
- 3.1.8 Association office phones may not be used for personal use.
- 3.1.9 Abusive/harassing behavior, offensive language or disorderly conduct by any persons will not be tolerated as specified in CC&Rs 8.4 and the Standards of Conduct under Section 2.2 of these Rules. Violators will be asked to leave the Common Facilities. Weapons are not allowed in or around the Common Facilities. The Orange County Sheriff's Department may be called to assist the Association if violations of these Rules occur.



## **3.2 RESIDENT AND GUEST RULES**

- 3.2.1 Residents and guests use the Common Facilities at their own risk. The Association assumes no responsibility for injury or accidents to persons or damage and/or loss of property while using the Common Facilities operated by the Association.
- 3.2.2 Residents are permitted to have a maximum of four (4) guests per Resident household and must accompany guests when using the Common Facilities. Guests are permitted to utilize all Common Facilities as long as they are at least eighteen (18) years of age and are accompanied by a Resident at all times. Guests may participate in special events, trips and excursions when space is available.
- 3.2.3 Owners are responsible for their Tenants' and/or their guests' compliance with all Association Rules. Owners and/or their Tenants are also responsible for any personal injuries and/or for any damage to Common Property caused by the Tenant or their guests.

## **3.3 HOURS**

- 3.3.1 Opening and closing hours of each of the Common Facilities may be adjusted seasonally as directed by the Board. Check the most recent newsletter or call the Association office for the current hours.

## **3.4 INSTRUCTIONAL OR RECREATIONAL CLASSES**

- 3.4.1 Common Facilities may be used for instructional groups or recreational classes or for other services that are for Residents only and are deemed to be in the community interest at the discretion of the Association's Manager as delegated by the Board.
- 3.4.2 A Resident may be considered to be an Approved Vendor to use the Common Facilities to provide instructional or recreational services, with or without a fee, for Residents only.
- 3.4.3 An Approved Vendor is a person or entity that has provided vendor information and documents requested by the Association and has been approved by the Association's Manager.

## **3.5 TRAINERS AND INSTRUCTORS**

- 3.5.1 Any person coming to the Common Facilities for the purpose of training or therapy with a Resident in swimming, fitness, or other activities must be registered with the Association's Manager prior to the start of any activity. All related certification and a hard copy of the person's insurance declaration page, to include the Association and the Association's Management Company listed as additional insured, must be on file with the Association.

## **3.6 EQUIPMENT**

- 3.6.1 All equipment and furnishings, including tables, chairs, kitchen utensils, dishware, decorations and audio/visual apparatus, are strictly for Residents

and are to remain at the Common Facilities at all times.

3.6.2 Under no conditions will Residents be allowed to borrow, rent/lease, or remove such equipment from the Common Facilities.

3.6.3 Those Residents who temporarily relocate pool or patio furniture will return the furniture to its original place before leaving the area.

### **3.7 LOCKERS**

3.7.1 Lockers are available on a first-come, first-served basis and may not be reserved for permanent use.

3.7.2 Locker keys may be checked out at the Common Facilities reception desk. Personal locks may not be used.

3.7.3 Lockers will be cleaned out daily. Abandoned items will be donated to a local charity at the discretion of the Association's Manager.

3.7.4 The Association will not be responsible for personal belongings left in the lockers.

### **3.8 SHOWERS**

3.8.1 Showers are for use only prior to or after use of the Common Facilities.

### **3.9 SCHEDULED USE OF COMMON FACILITIES**

3.9.1 Unless previously scheduled, any of the Common Facilities are available for Residents' use on a first-come, first-served basis.

3.9.2 Use of any of the Common Facilities for unscheduled group activities must be coordinated with the Association's Manager.

3.9.3 The date and time of all meetings and scheduled events, using all or a portion of the Common Facilities, will be posted to the Association's calendar on the Association's website.

3.9.4 Regular use of specific rooms in the Common Facilities by the listed groups has the following priority and their reservations can be annually renewed:

(a) Board plus its scheduled Standing and Ad Hoc Committee meetings.

(b) Recreation Committee's sponsored events.

(c) Social groups, classes and clubs that meet on a regularly published schedule and are open to Residents.

(d) Private Use Events ([See Section 4 for the reservation process, fees, and restrictions](#)). Once scheduled these events cannot be "bumped".

3.9.5 Conflicts, Lack of Use, and Over Booking:

(a) Conflicts: All conflicts or questions surrounding meeting or event priorities will be resolved by the Association's Manager.

(b) Lack of Use: If a social group, class, or club does not use their scheduled time for two consecutive postings without notice, the Association's Manager may cancel the remainder of the schedule.

- (c) Over Booking: The Association's Manager is responsible for reviewing all Room Reservation requests to ensure that all groups, classes, and clubs have a fair opportunity to reserve a room. The Manager may reject any request(s) that are attempting to monopolize or block the use of a space.

### **3.10 REGULARLY SCHEDULED RESIDENT GROUP RESERVATIONS**

3.10.1 All room reservations for a Resident's group can be made up to one year in advance but must be re-validated to remain in effect on or before January 10 of each year.

- (a) The Association's Manager will process a *Room Reservation Application* in the order received.
- (b) Current year room reservations do not guarantee a room reservation for the following year.

[Click here to access the Room Reservation Application](#). The application is also available from the Association's Manager.

### **3.11 ROOM & OTHER FACILITIES USAGE RULES**

#### **3.11.1 MULTI-PURPOSE ROOM (MPR)**

- (a) Use of Association tables and chairs is permitted but caution is advised when moving and setting up. All tables and chairs must be returned to the storage area and stacked in the same manner as found.
- (b) The TV & Audio-Visual equipment are available for use. However, if unfamiliar with the various controls, please ask the Association's Manager for assistance.
- (c) All floor exercises must be performed using appropriate equipment.
- (d) Activities that may potentially damage the floor are not allowed.
- (e) Do not adjust the thermostat while using the MPR. Contact the Association's Manager if help is required.
- (f) Residents who use the MPR are responsible for ensuring that:
  - i. All trash is placed in the kitchen trash cans or taken home.
  - ii. Any food or spills are cleaned up and the room is left in a clean condition.
  - iii. Tables and chairs are returned to their original locations.
  - iv. All lights are turned off.
  - v. All doors and windows opened during the event are closed and locked.

#### **3.11.2 CARD ROOM**

- (a) Residents who use the Card Room are responsible for ensuring that:
  - i. All trash is placed in the kitchen trash cans or taken home.
  - ii. Any food or spills are cleaned up and the room is left in a clean condition.
  - iii. Any spill is reported to the Association's Manager immediately.
  - iv. Tables and chairs are returned to their original locations.

- v. All lights are turned off.
  - vi. All outside doors and windows opened during the event are closed and locked.
- (b) Do not adjust the thermostat while using the Card Room. Contact the Association's Manager if help is required.

#### 3.11.3 KITCHEN

- (a) Residents may use the kitchen for minor activities only, which are outside the rental or reservation process.
- (b) Residents may not use the appliances, such as the stove, oven, or refrigerator without prior permission from the Association's Manager.
- (c) Residents need to notify the Association's Manager prior to use.
- (d) The kitchen must be left in the same condition as it was found.

#### 3.11.4 PATIO

- (a) The patio area is the outside, enclosed area that includes the BBQs and the outside fireplace.
- (b) Use of the Patio includes the use of the BBQ grills and the outdoor heaters.
- (c) Residents who use the Patio are responsible for ensuring that:
  - i. Heaters, fireplace and BBQ are turned off.
  - ii. BBQ is left clean and covered.
  - iii. All umbrellas are closed and tied securely.
  - iv. All tables, chairs and outdoor bar are wiped with damp cloth.
  - v. Any folding chairs used are stacked in the rack and returned to storage.
  - vi. All trash is removed and placed in the dumpster located in the outside trash enclosure off the kitchen area.

#### 3.11.5 BILLIARDS ROOM

- (a) Approved tournament play supersedes open play.
- (b) A two-game limit is established when others are waiting to play.
- (c) Sitting or lying on tables is not permitted.
- (d) Jump shots are not permitted.
- (e) Tables are to be brushed and covered at the end of play.
- (f) Food and drinks shall remain clear of the pool tables to ensure no liquids are spilled on the table surfaces.
- (g) All lights are turned off when activity is over.
- (h) Residents who use the game tables are also responsible for ensuring that any food or spills are cleaned up and the room is left in a clean condition.

#### 3.11.6 LIBRARY

- (a) The Library is located in the Billiard Room and operates on the honor

system. Books may be borrowed for up to fourteen (14) days. Hardback books and videos are limited to two (2) at a time, and paperback books are limited to four (4) at a time.

- (b) Donations of books by Residents are welcome. Place donated and returned books in the Library so they can be reshelved by the librarians. Books must be in good condition, no more than 4 years old, and either fiction or nonfiction. Designated volunteer librarians have discretion for removal of worn, dated, or infrequently used materials from the Library when storage space becomes overcrowded. Items removed will not be returned to the original donors.

#### 3.11.7 BOCCE BALL COURTS

- (a) Approved tournament play and scheduled play will supersede open play. See the Association's calendar for scheduled times.
- (b) Players must wear tennis or flat-soled shoes.
- (c) Players must brush and smooth out courts before and after each game with the tools provided.
- (d) Players may not play more than two consecutive games when others are waiting.
- (e) Play is not allowed when the courts are wet.
- (f) The Association has provided Bocce equipment in the shed located near the Bocce courts. Players must wipe down and return all Association equipment to the shed after their game has been completed.

#### 3.11.8 PUTTING GREENS

- (a) Approved tournament play shall supersede open play. A limit of four players (including guests) per household will be allowed on the putting course at any one time.
- (b) Only soft soled shoes will be allowed on the putting course. No high heels or spiked shoes permitted.
- (c) Only putters are to be used on the course. No chipping allowed. Putters shall not be used in any manner that damages the course. Out of courtesy to others, players practicing with more than one ball must let faster players putt through.

#### 3.11.9 CROQUET FIELD

- (a) Equipment is available to Residents in the Multipurpose Room (MPR) equipment closet and may be used at your convenience.
- (b) Players are required to clean up the area, wipe down used equipment and return equipment to the MPR equipment closet when finished playing.

#### 3.11.10 FITNESS CENTER

- (a) The equipment in the fitness room can pose dangers to those embarking on

a new exercise program or persons not familiar with its operation and correct use. Consultation with a personal physician for those beginning an exercise program is recommended. Those unfamiliar with the equipment must read and understand the directions posted on the machines and ask the Association's Manager for clarification if necessary. Every Resident is responsible for their own and their guests' safety and for property damage when using the Common Facilities provided by the Association.

- (b) No food or drink, except for water in spill-proof containers, is permitted in the Fitness Center.
- (c) Use of the aerobic equipment, such as treadmills, bikes and/or elliptical machines, is limited to thirty (30) minutes when others are waiting.
- (d) Shirts, athletic shoes, appropriate athletic clothing and towels are required while using the Fitness Center.
- (e) Residents may not bring their own exercise equipment into the Fitness Center.
- (f) Residents are expected to wipe down equipment following use.
- (g) Residents using this room should be courteous regarding use of TVs and their cell phones. Cell phones must be used with headphones, ear pods, etc.

#### 3.11.11 POOL AND SPA

- (a) Access to the pool and spa is by gate fob only.
- (b) No one under 18 is allowed in the pool area at any time.
- (c) Hours of operation of the pool and spa may vary by season. See the monthly newsletter or check the Association's website for current hours.
- (d) Lifeguards are not on duty. Residents and guests use the pool and spa at their own risk.
- (e) The use of glass containers and breakable objects is not permitted in the pool and spa areas. The only exception is during planned Association social events when glass containers may be present on tables in the pool area.
- (f) Pool and spa temperatures may be adjusted by the Association's Manager and/or the Association's pool vendor personnel only.
- (g) Proper swim attire is required in the pool and spa.
- (h) Pool and spa users must shower before using the pool or spa. Suntan oil must be washed off before entering the pool or spa.
- (i) Residents and guests using lotions and oils must cover deck furniture with towels during use
- (j) Food is not permitted in the water of the pool or spa.
- (k) Personal audio equipment and cell phones must be used with a headset so as not to disturb others.
- (l) The pool area may not be reserved for private use. Association sponsored

classes and/or events may be hosted for the Residents. Please check the Association's website for the classes and events scheduled.

- (m) Wheeled mobility aids, walkers, and other ADA sanctioned devices will be permitted in the pool area only when necessary, to provide access to the facilities being used by a Resident or authorized guest.
- (n) Restrooms will be locked for night-time security purposes after the pool is closed.
- (o) All pool and spa furniture must be wiped down after use. Please do not spray disinfectant cleaner directly onto the furniture rather spray onto a paper towel first.
- (p) The following are Pool and Spa safety guidelines:
  - i. Use of the pool or spa is prohibited when open wounds or sores are present.
  - ii. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is not recommended.
  - iii. Extended exposure in hot water may result in nausea, dizziness, or fainting.
  - iv. Elderly persons, pregnant women and those with health conditions requiring medical care should consult a physician before entering a spa.
  - v. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days are not allowed to enter the pool or spa water, per the Orange County Health Department.
  - vi. For further instructions and current updates, read all regulations posted in the pool and spa areas. Note that many of these regulations are required by municipal and county health agencies and are enforced for the wellbeing of all Residents. Use of the pool and spa is at the user's sole risk.

#### 3.11.12 PING-PONG

- (a) Ping-pong table and equipment are available in the Multipurpose Room (MPR) equipment closet for the convenience of Residents.
- (b) Players are required to clean up the area, wipe down used equipment and return equipment to the MPR equipment closet when finished playing.
- (c) No sitting or lying on tables.

### 3.12 PROHIBITED USE OF COMMON FACILITIES

3.12.1 The following types of activities are strictly prohibited within the Common Facilities:

- (a) Events which imply or support religious or business activities, such as solicitations, expressions of appreciation for past or future business activities and sales presentations or seminars.



- (b) Meetings of outside clubs, groups, and other activities that, in the opinion of the Board, may generate large and unmanageable traffic and parking burdens within the Development.
- (c) Other activities that the Board deems inappropriate to community standards or to be in violation of the Rules governing the use of the Common Facilities.
- (d) Riding of skateboards, scooters, mopeds, roller blades or bicycles within or around the Common Facilities.

3.12.2 The Association's Manager has the authority, delegated by the Board, to remove or have removed from the premises anyone not fully in compliance with any provisions of the Common Facilities Rules.

### **3.13 ANIMALS (COMMON FACILITIES RULES)**

3.13.1 No animals (other than seeing-eye dogs or service animals) are permitted within the Common Facilities including, but not limited to, the entryway, pool, spa, patios, and bocce courts.

3.13.2 Owners of service and emotional-support-dogs may be granted a reasonable accommodation to allow the dog into the Common Facilities. To obtain a reasonable accommodation, owners need to present a letter from a health professional providing proof of disability and that a service/support dog is required.

3.13.3 All service and emotional support dogs must adhere to the following guidelines:

- (a) Be trained to perform tasks to mitigate the effects of its owner's disability.
- (b) Be clean and free of foul odor whenever in the Common Property.
- (c) Not urinate or defecate in inappropriate locations.
- (d) Not create a nuisance by unnecessary barking or whining.
- (e) Not show aggression toward people or other animals.
- (f) Obey the commands of its owner.
- (g) Work calmly and quietly on a harness, leash, or other tether.
- (h) Be able to lie quietly beside its owner without blocking aisles, and doorways.
- (i) Stay within 24" of its owner at all times unless the nature of a trained task requires it to be working at a greater distance.
- (j) Be on a leash at all times and wear a service/support dog harness.

3.13.4 In consideration of neighbors, we encourage Residents to refrain from bringing a service/support animal to activities where food is served.



# Talega Gallery Community Association

## Common Facilities Private Use Rules

### Section 4

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Common Facilities Private Use Rules are created to encourage private use events, provide rules for such events, and to recover any Association costs resulting from these events (including reasonable wear & tear to the facilities).

#### 4.1 TYPES OF PRIVATE USE

4.1.1 Reserved: A Common Facilities' amenity is reserved for a specified event. Attendance is restricted to current Association Residents ONLY.

(a) If any non-resident family members, friends, former Association residents or other non-resident guests attend the event, the "Reserved" status of the event will be voided. The event will be treated as a "Rented" event.

4.1.2 Rented: A Common Facilities' amenity is rented for a specified event. Attendance may include NON-residents. The limit of four guests per Resident household is waived for approved rentals.

4.1.3 Private use events may be scheduled only during Common Facilities open hours. Call the Association's Manager for normal hours, which are subject to change.

4.1.4 Common Facilities may not be used for religious, commercial and/or personal financial gain purposes.

4.1.5 Common Facilities are not available for Private Use on federal holidays, except for neighborhood block parties. See 4.8.1 for more specific information regarding neighborhood "block" parties.

#### 4.2 SPONSORSHIP REQUIREMENTS

4.2.1 All private use events must be sponsored by a current Association Resident. If a Tenant is the Sponsor, then the Owner must also sign the *Common Facilities Private Use Application* and the *Common Facilities Private Use Liability Waiver*.

[Click here to access the Common Facilities Private Use Application.](#)

The application and waiver forms may also be obtained from the Association's Manager.

4.2.2 There can only be one Sponsor for each event and that Sponsor must be in attendance during the entire event. The Sponsor is responsible for:

- (a) The payment of all required fees and deposits.
- (b) Personal injuries, any damage to Association Property caused by the Sponsor and/or their guests including all repairs or replacement costs.
- (c) Ensuring that all Association rules are followed by attendees.
- (d) The supervision of all persons in attendance under the age of 18.

### **4.3 COMMON FACILITIES' AMENITIES AVAILABLE FOR PRIVATE USE**

- 4.3.1 The Multi-Purpose Room: The Multi-Purpose Room (MPR) is the main room inside The Gallery Club, including the Kitchen. Use of the MPR includes the use of the Rotunda but does not include use of the pool, spa, patio or other amenities of the Common Facilities by attendees of the event. The movable partitions in this room may be used to provide a smaller more intimate space. Use of the Kitchen is to be arranged separately with the Association's Manager.
- 4.3.2 The Card Room: The Card Room is the smaller room located on the right side of the TV Room. Use of the Card Room does not include use of the pool, spa or other parts of the Common Facilities by attendees of the event. Use of the small patio area directly adjacent to the card room is included. Use of the Kitchen is to be arranged separately.
- 4.3.3 The Patio Area: The patio area is the outside, enclosed area that includes the BBQs and the outside fireplace. Use of the Patio includes the use of the BBQ grills and the outdoor heaters but does not include use of the pool, spa or other parts of the Common Facilities by attendees of the event. Use of the Kitchen is arranged separately. During inclement weather, such as rain or excessive heat (over 90 degrees), Residents may move their party into the MPR. Staff, if available, will provide access to The Gallery Club's tables and chairs. The Sponsor is responsible for all setup, breakdown and clean up.
- 4.3.4 The Billiard Room/Library, the Bocce courts, the Putting Greens, and the Croquet area: Use of any of these amenities does not include use of the pool, spa, or other areas of the Common Facilities by attendees of the event.
- 4.3.5 Amenities NOT Available for Private Use:
- (a) Lobby and TV Room
  - (b) Fitness Center
  - (c) Pool, Spa and Pool Deck

### **4.4 PRIVATE USE RULES**

- 4.4.1 Only one Private Use Event can be booked on any given day.
- 4.4.2 With the exception of folding chairs, furniture must not be moved from the interior of The Gallery Club. Furniture may be moved around within a room; however, all furniture must be returned to its original position after the event.
- 4.4.3 All kitchen utensils, pots and pans, podiums, electrical equipment, linens, and sound equipment are to be provided by the event Sponsor.
- 4.4.4 Safety:
- (a) Smoking is NOT allowed inside or outside the Common Facilities.
  - (b) Portable cooking devices are allowed, i.e., stoves, ovens, barbecues, etc. only if provided by a licensed and insured caterer or vendor.

- (c) Open flames are not permitted at any time such as candles, tiki torches, and/or tea lights.

4.4.5 All music or exterior amplification must be turned down by 9:30pm and turned off no later than 10pm.

4.4.6 Clean Up: The Sponsor is responsible for cleaning the area of each amenity used in accordance with the following:

- (a) Walk through the area with the Association's Manager to mutually assure the condition of the area.
- (b) Multi-Purpose Room and Card Room floors vacuumed/swept after use.
- (c) Kitchen cleaned, all counters wiped down and floors mopped.
- (d) No debris or trash left in the event area.
- (e) All trash removed and placed in the dumpster located in the outside trash enclosure off the kitchen area.
- (f) Tables and coffee tables wiped down.
- (g) Furniture replaced in its original positions.
- (h) All decorations removed from walls, doors, windows, etc., including tape used to hang decorations.
- (i) If the patio is used, BBQ and outdoor bar cleaned and heaters, fireplace and BBQ turned off.

Failure to provide proper clean-up will result in a deduction from the Sponsor's Security Deposit.

#### **4.5 COMMON FACILITIES PRIVATE USE RENTAL RULES**

4.5.1 Private Use Rental requirements apply to any event that is not open to all Association Residents and provides for private use of at least one amenity for a specified event.

- (a) Private Use events cannot be used for a religious, commercial and/or personal financial gain activity.
- (b) Both a fee and a refundable security deposit, payable to the Association, are required to secure an amenity for a Private Use Rental event, subject to exceptions.
- (c) Private Use Rental applications will be accepted up to one (1) year in advance and must be completed within 2 weeks of the event.
- (d) The total number of guests may not exceed the following maximum occupancies:
  - I. Multi-Purpose Room - 100 table seating; 150 for assembly
  - II. Card Room – 30
  - III. Patio – 75
  - IV. Billiard Room/Library – 16

- (e) Staff Set-Up & Take Down: The event Sponsor may arrange for help from the Association staff during business hours to set-up Association owned tables and chairs before the event.
- (f) Events cancelled within two weeks of scheduled date may be subject to a cancellation fee as determined by the Board.
- (g) The primary purpose of the event must be adult oriented, e.g., children's birthday parties are not permitted.
- (h) Persons under the age of 18 are only allowed to attend Private Use Rental events but must stay within the amenity rented and adjacent rest rooms and must always be supervised by the Sponsor.
- (i) The Sponsor is responsible for arranging for all deliveries, including furniture and equipment, on the day of the event. Pick up must be made no later than the following day. The Association is not responsible for items left on the premises or for personal items that may be lost or stolen.
- (j) The Sponsor is responsible for cleaning the area after use in accordance with the general clean-up requirements, see 4.4.6 above, and for all damage. Failure to provide proper clean-up will result in a deduction from the Security Deposit.

#### 4.5.2 Alcohol Beverage Restrictions:

Serving of alcohol at an event held in the Multi-Purpose Room, Card Room, Billiard Room/Library or Patio is permitted when use is specified in advance and the following requirements are met:

- (a) The sponsoring Resident must notify Association at the time of submitting the *Common Facilities Private Use Application*, if alcohol is to be served at any event and must sign the required [\*\*Host Liquor Liability and Indemnification Agreement\*\*](#).

Click here to access the [\*\*Common Facilities Private Use Application\*\*](#) and the [\*\*Common Facilities Private Use Liability Waiver\*\*](#).

The application and waiver forms may also be obtained from the Association's Manager.

- (b) In addition to the personal liability insurance endorsement naming both the Association and its Management Company as additionally insured, the Sponsor must also provide proof of Host Liquor Liability Insurance coverage. Proof of all insurance coverage is required at least 14 days prior to the event.
- (c) The Association's Manager has authority to shut down a party in the event of any Association Rules violation.
- (d) In accordance with California State law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages

are served at the event, no minors are to be present without a consenting parent or guardian.

- (e) Charging a fee for any alcoholic beverage is prohibited.
- (f) Any violation of the Alcohol Beverage Restrictions may result in immediate termination of the event.

#### **4.6 SPONSOR'S RESPONSIBILITIES**

4.6.1 Sponsors are responsible for attendees' compliance with all Association Rules. Sponsors are also responsible for personal injuries, for any damage to Association Property caused by Sponsor or their attendees and are liable for all repairs or replacement costs.

4.6.2 The cost for repair of any damage to the Common Facilities or the cost of necessary cleaning after the event will be deducted from the Security Deposit.

- (a) If damage costs exceed the amount of the Security Deposit, payment for the shortage is immediately due to the Association.
- (b) If payment is not received from the Sponsor, the Association reserves the right to assess the Owner for damage to Association Property, consistent with California Civil Code and the Association's Governing Documents.

4.6.3 The Sponsor is responsible for making all arrangements and providing all necessary details to the Association's Manager in advance. All outside vendors, including caterers, entertainers, etc., must provide proof of insurance naming the Association and the Association's Management Company as a named insured.

#### **4.7 FEES AND DEPOSITS REQUIREMENTS**

4.7.1 Security Deposit: A refundable security deposit will be collected for all Private Use events:

- (a) Any repairs or clean-up costs will be deducted from the Security Deposit.
- (b) The net deposit will be returned to the Sponsor within 14 days after the event.
- (c) If damage costs exceed the amount of the Security Deposit, see 4.6.2 above for the Sponsor/Owner's responsibilities.
- (d) If payment is not received from the Sponsor, the Association reserves the right to assess the Owner for damage to Association Property, consistent with California Civil Code and the Association's Governing Documents.

#### 4.7.2 Private Use Fees and Deposits:

Amenity	Reserved (Residents only)	Rental (Includes non-residents)	Additional for Kitchen	Security Deposit per event
Multi-Purpose	\$125	\$250	Included	\$500
Card Room	\$75	\$150	\$50	\$500
Patio/BBQ	\$25	\$75	\$50	\$500
Croquet Lawn	\$25	\$75	N/A	\$500
Billiard/ Library	\$25	\$100	N/A	\$1,000
Bocce Courts	\$25	\$75	N/A	\$500
Putting Greens	\$25	\$75	N/A	\$500

#### 4.7.3 Amenities – Allowed Combinations (Packages):

Available for Private Use	Maybe reserved in combination with: (subject to occupancy and parking restrictions)							
	MPR	Kitchen	Card Rm	Patio	Croquet	Billiard	Bocce	Putting
MPR	Green	Green	Green	Green	Green	Red	Red	Red
Kitchen	Red	Grey	Red	Red	Red	Red	Red	Red
Card Room	Green	Green	Grey	Green	Green	Red	Red	Red
Patio	Green	Green	Green	Grey	Green	Red	Red	Red
Croquet Lawn	Green	Green	Green	Green	Grey	Red	Red	Red
Billiard Room	Red	Red	Red	Red	Red	Grey	Red	Red
Bocce Courts	Red	Red	Red	Red	Red	Red	Grey	Green
Putting Course	Red	Red	Red	Red	Red	Red	Green	Grey
TV Rm / Lounge	Red	Red	Red	Red	Red	Red	Red	Red
Fitness	Red	Red	Red	Red	Red	Red	Red	Red
Pool/Spa/Deck	Red	Red	Red	Red	Red	Red	Red	Red

Notes: Green = Yes Red = No  
 Kitchen may not be reserved on its own  
 Bocce & Putting maybe reserved together  
 Billiard, Bocce & Putting may not be reserved in combination with other space  
 TV Room/Lounge, Fitness Center and Pool, Spa & Pool Deck cannot be reserved at any time

### 4.8 PRIVATE USE EVENTS EXCEPTIONS

4.8.1 Neighborhood Block Parties (One-time Events – Residents Only) are encouraged, subject to the following requirements:

- (a) The smallest definition of a Neighborhood or "Block" is a single named street within the Development. Except that Camino Lienzo may be split into 2 neighborhoods at its intersection with Calle Galeria.
- (b) All Residents in a Neighborhood must be invited to the event. Guests are not allowed in this exception.

- (c) Neighborhoods may be combined to form larger events but are subject to maximum amenity occupancy limitations listed above in 4.5.1(d). Partial Neighborhoods cannot be combined.
- (d) The [\*\*Reservation Application One-Time Event – Residents Only\*\*](#) form must be submitted to reserve the space and a Sponsor must be identified.
- (e) Neighborhood Block Parties are exempt from the holiday private use restriction.
- (f) Other than the Security Deposit, all other usage fees are waived.
- (g) Staff involvement is totally at the discretion of the Association’s Manager based on workload and scheduling demands. Staff overtime hours are not permitted.

Click here to access the [\*\*The Reservation Application One-Time Event – Residents Only\*\*](#). The form is also available from the Association’s Manager.

4.8.2 Fundraiser events may be permitted upon completion of a [\*\*Common Facilities Private Use Application\*\*](#) and are subject to the following:

- (a) A non-religious charity or other non-profit organization receiving the funds must be approved in advance by the Board.
- (b) The Fundraising event must be attended by an official of the organization, such as its President or Chair, and who must also be a Resident.
- (c) The Fundraising event is restricted to Residents ONLY.
- (d) The Private Use Fees will not be waived for approved Fundraisers.

Click here to access the [\*\*Common Facilities Private Use Application and the Common Facilities Private Use Liability Waiver\*\*](#). The form is also available from the Association’s Manager.

4.8.3 Memorial Service for Deceased Residents that are sponsored by Residents are permitted, subject to the following responsibilities:

- (a) A Resident must be the Sponsor and will be responsible for reserving the room(s) whether the Memorial Service is open to all Association Residents or is by invitation only.
- (b) The Private Use Fees will be waived for an approved Memorial Service that is open to all Residents.
- (c) The Sponsor is responsible for notification of the Memorial Service to Residents and guests.
- (d) The use of the Multi-Purpose Room and/or Card Room is to be arranged with the Association’s Manager, who will facilitate arrangements for the alternative scheduling of other groups or classes.
- (e) An announcement of the Memorial Service may be posted in the Gallery Club for one week before the service.
- (f) Persons under 18 must stay within the room(s) rented or adjacent restrooms and must be supervised at all times by the Sponsor.



# **Talega Gallery Community Association**

## **Landscape Rules**

### **Section 5**

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The primary goal of the Landscaping Rules of Talega Gallery Community Association (Association) is to maintain the beauty of the Association and manage costs. These Rules are designed to assist Owners in the Association with their landscaping options and responsibilities.

Subject to the landscaping provisions in both the Master Association (Talega Maintenance Corporation) and the Association's Governing Documents, the Talega Gallery Landscape Committee's responsibilities are to review and approve all front yard landscaping maintenance and enhancement projects, as delegated by the Board.

#### **5.1 LANDSCAPING GENERAL RULES**

- 5.1.1 No changes, additions, or deletions of existing plant material, other than as listed in 5.1.2 below, can be made to the front yard planters without prior written approval of the Talega Gallery Landscape Committee on behalf of the Board.
- 5.1.2 Owners may plant small, annual, non-invasive flowering plants (e.g., seasonal color) within their existing front yard planter areas. The Owner is responsible for maintaining these plants which includes any additional water needed and must immediately remove and/or replace any dying or dead plants. The Association is not responsible for any inadvertent or accidental damage to any Owners' plants caused by the Association's landscape vendors.
- 5.1.3 Irrigation - Owner may not modify, repair, or make any adjustments to the front yard irrigation system, including timing and duration of irrigation. Owners must notify the Association's Manager if a work order is needed for the repair, adjustment, or modification. Owners are responsible for any additional water to their front planters outside of the Association's watering schedule. Owners are responsible for any damage resulting from their modification to the front yard and planter irrigation system.
  - (a) Garden Hoses must not be left in the planter area. It is recommended that hoses be stored in a hideaway hose storage or wall mount on the side of the Residence or Condominium. The Association is not responsible for any inadvertent or accidental damage to any exposed hoses or wires.
- 5.1.4 Tubular Fencing - Backyard drainage and irrigation must be adjusted to avoid any excessive watering that causes water to collect on or pool at the base of the Property Walls' perimeter tubular fencing. The Owner is responsible for any damage from irrigation, decorative objects on the fencing, any plant material on or around the fencing, or any modifications caused to the fencing.

## 5.2 FRONT YARD ENHANCEMENT PROGRAM AND PROCESS

### 5.2.1 Front Yard Enhancement Program

- (a) The purpose of the “Front Yard Enhancement Program” is to permit Owners to enhance a part of the Association maintained landscaping in a consistent aesthetic manner without increasing the Association’s landscape costs.
- (b) The planting area to be considered is the area between the turf and the front of the house. In some cases, the area also wraps around either one side or both sides of the house to the side Party or Property Walls. The original area of the turf may not be altered. The Association is not responsible for any inadvertent or accidental damage to the Owner’s plants by Association’s landscape vendors.
- (c) The Owner is responsible for maintenance of the enhancement, excluding any existing hedge. However, if changes are made to any portion of the original hedge, the Owner is responsible for the entire hedge. If at any time an Owner decides to return to the original landscape plan, it will be the Owner’s obligation to restore the landscaping to the same plants and condition that were there prior to the modification, including plants matching the approximate size of neighboring yards with unaltered planting. Owners who fail to comply with their application agreement are subject to the enforcement procedures provided in the Governing Documents of both the Association and Master Association.

### 5.2.2 Front Yard Enhancement Process

- (a) Owners wishing to enhance the planting area (as described in 5.2.1 above) must complete and submit a [Front Yard Enhancement Application and Agreement](#), along with detailed plans as specified in the application instructions, to the Association’s Manager.
- (b) No work shall commence until the written approval is received from the Landscape Committee and from, if applicable, the Master Association.
- (c) The Owner will provide all labor and planting material.
- (d) Entryways may be expanded with pavers or concrete to accommodate decorative pots not to exceed 24 x 24 inches or the equivalent. The decorative pots cannot interfere with mowing. Decorative pots cannot be placed in front yard planter area as described in 5.2.1(b) above.
- (e) Large decorative boulders may be allowed in front yard planters upon approval of the Talega Gallery Landscape Committee.
- (f) New plants must be selected from the Association’s [Approved Front Yard Plant List](#). [Click here to access the list](#).
- (g) The new planting shall be completed within sixty (60) days from the approval of the Talega Gallery Landscape Committee (and the Master Association if applicable); failure to do so will render the approval null and void.

- (h) Neither the Owner nor the Owner's agent may make any changes whatsoever to the existing irrigation system. If an Owner or Owner's agent(s) should cause any damage to the existing irrigation system, the Owner will be responsible for the costs of the repair/replacement.
- (i) The Talega Gallery Landscape Committee, and, if applicable, the Master Association, will conduct final inspection of the project for which approval has been obtained. Any project that is not in compliance with the approved plans shall be reworked at the Owner's expense to an acceptable appearance per the direction of the Talega Gallery Landscape Committee and, if applicable, the Master Association.
- (j) In the event the Owner fails to comply with the replacement of dead plant material, the Owner agrees that the Association, at its discretion, will make the required replacement and charge the Owner for all associated costs. The Owner also agrees to pay all such costs immediately upon receipt of an invoice from the Association or its agents. If legal action is required to compel payment, it is agreed that the prevailing party will be entitled to all costs of collection and attorney fees.
- (k) Upon the sale of the house, the Owner as seller is required to inform the buyer of the buyer's responsibility at the buyer's expense to maintain the approved enhancement or return the original landscape plan. This obligation will be assumed by the buyer immediately upon transfer of ownership/title to the buyer.

[Click here to access the Front Yard Enhancement Application and Agreement and Approved Front Yard Plant List.](#)

### **5.3 OWNER TREE MAINTENANCE AND ROOT DAMAGE**

#### **5.3.1 Responsibility for Tree Maintenance (excluding parkway trees):**

- (a) The Owner owns their separate Residential Lot, including all improvements and landscaping thereon. However, the Association holds a non-exclusive easement over a portion of Residential Lots for maintenance purposes.
- (b) Seagarden trees, in the Condominium Common Area, are the responsibility of the Association. Trees in the Condominium's Exclusive Use Common Area (courtyards, side yards and backyards) are the responsibility of the Owner.
- (c) Maintenance Responsibilities is defined in the CC&Rs Article IX to include maintenance, repair, and replacement of landscaping related materials. The Association's maintenance responsibility extends only to the general upkeep of trees, including the trimming of branches, irrigation and ensuring trees are free from insect or other infestations, as well as the removal, as necessary, and replacement of trees.
- (d) Maintenance by the Association does not include managing growth of the

tree roots (i.e., managing where roots grow). Rather, Owners are responsible to maintain and protect their separate Residential Lot, including, but not limited to, drains, pathways, driveways, Party Walls, and any other improvements, including utility boxes, on the Residential Lot, or in a Condominium's Exclusive Use Common Area, from damage caused by Owners' tree roots.

#### 5.3.2 Damage Caused by Tree Roots (excluding parkway trees):

- (a) Owners shall be liable for all damage caused to the Owner's Condominium's Exclusive Use Common Area or Residential Lot, as well as to sidewalks and utility boxes, which may result from tree roots. The Association is not responsible for repair or replacement of components for which an Owner is responsible to maintain (i.e., drains pathways, driveways, and Party Walls within a Residential Lot or in a Condominium's Exclusive Use Common Area for which the Association is not otherwise obligated to maintain, repair, or replace), even if such damage is caused by the roots of trees the Association is responsible to maintain.

#### 5.3.3 Maintenance of Tree Roots (excluding parkway trees):

- (a) Owners may take reasonable steps to protect their Separate Interest owned Residential Lot or Condominium's Exclusive Use Common Areas, by installing root barriers or trimming roots, to the extent the action should not cause damage to the trees. Owners are encouraged to take all necessary action to protect their Separate Interest property and improvements thereon, including, but not limited to drains, pathways, driveways, and Party Walls. Owners are encouraged to notify Association's Manager when installing root barriers or commencing work that may affect drains or irrigation.
- (b) Should removal or replacement of a tree for which the Association is responsible to maintain become necessary because of an Owner's action, the Owner shall reimburse the Association for all costs incurred to replace the tree.

#### 5.3.4 Inspection of Trees and Tree Roots (excluding parkway trees):

- (a) The Association shall have no duty or obligation to inspect tree roots to identify potential or actual damage caused by Association maintained trees. The Association is not responsible for tree roots. Owners shall individually inspect the roots of trees located on the Owner's Separate Interest owned Residential Lot or Condominium's Exclusive Use Common Areas.
- (b) Tree replacement is in accordance with the Association's [\*\*Front Yard Tree Removal & Replacement Application & Agreement\*\*](#) and at the Owner's expense.
- (c) All costs incurred by the Association for the inspection or action taken in

connection with tree roots, such as cutting back roots, installing root barrier, or removal will be the responsibility of the Owner to pay. If the billing is not paid, then the Association may assess the Owner for such costs pursuant to the Association's Governing Documents and applicable law.

[Click here to access the \*\*Front Yard Tree Removal & Replacement Application & Agreement\*\*.](#)

#### **5.4 FRONT YARD TREE REMOVAL**

5.4.1 If an Owner wants to have a tree removed from their front yard, they must apply to the Talega Gallery Landscape Committee (TGLC).

- (a) Owners need to submit a [\*\*Front Yard Tree Removal & Replacement Application & Agreement \(Application\)\*\*](#) to the Association's Manager. No work shall commence until written approval is received approving the *Application* by both the TGLC and, if applicable, the Master Association.
- (b) If the *Application* is approved, Owners can arrange tree removal with a tree removal contractor of their choice.
- (c) The Owner is responsible for all costs of removing the front yard tree and the surrounding turf and stump grinding, as required, to allow for replacement and installation of sod.
- (d) If the tree is not to be replaced, the Owner is responsible for the costs to have the Association's landscape vendor provide the sod any additional required stump grinding, and complete all labor involved for the project.

#### **5.5 OPTIONAL FRONT YARD TREE REPLACEMENT**

5.5.1 The Association's Landscape vendor will provide the replacement tree and the Owner shall use the Association's landscape vendor for replacement trees and turf.

5.5.2 The replacement tree must be selected for the street from the *Talega Gallery Tree List*, which is included with the *Application*.

5.5.3 If an Owner wants a larger tree, the Owner will be responsible for the cost of the larger tree. In no case will a replacement tree be larger than the tree that has been removed.

5.5.4 The Owner is responsible for all costs of replacing the front yard tree and the surrounding turf and replacement and installation of sod. Payment, by check, must be made prior to ordering a replacement tree.

5.5.5 The Association's landscape vendor will provide trimming of the replacement tree per the recommendation of the Association's landscape vendor's arborist.

#### **5.6 PARKWAY TREES**

5.6.1 Parkway trees are owned by the Association and damage caused by these trees is the responsibility of the Association.

5.6.2 Requests for removal of parkway trees that are causing damage are

submitted to the Association's Manager for review and inspection. Removed parkway trees will be replaced at the discretion of the Talega Gallery Landscape Committee. The replacement tree will be selected from the Authorized Tree Replacement List for the Development.

- 5.6.3 If an Owner wants a larger tree, the Owner will be responsible for the cost of the larger tree. In no case will a replacement tree be larger than the tree that has been removed.

# Talega Gallery Community Association

## Parking Rules

### Section 6

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The following information details the Parking Rules of Talega Gallery Community Association (Association). These Rules are not intended to replace the provisions included in the Association's CC&Rs.

#### **6.1. GENERAL PARKING RULES**

- 6.1.1 The applicable Public Agency is authorized to enforce all provisions of the California Vehicle Code sections or local ordinances on the private streets within the Development.
- 6.1.2 Resident or guest vehicles parked on the street must adhere to the following rules:
  - (a) The parked vehicle must be an "Authorized Vehicle." Authorized Vehicles are standard passenger vehicles including automobiles, passenger vans designed to accommodate seven (7) or fewer passengers, motorcycles, and pick-up trucks having a 2000 lbs. (1 ton) or less payload capacity. The payload capacity is normally found on the Tire and Loading Information Sticker on the driver's side door pillar.
  - (b) Vehicles parked in a marked parking space must fit completely within that space. The vehicle may not extend past that space or encroach into a neighboring space.
  - (c) Vehicles shall not be parked:
    - i. within fifteen (15) feet of a fire hydrant,
    - ii. in a marked fire lane or red zone,
    - iii. within eleven (11) feet of the street corner,
    - iii. in an area designated for handicapped parking, unless the vehicle displays a valid disabled person placard or disabled person license plate,
    - iv. in a manner that blocks or impedes any handicapped ramp,
    - v. in a manner that interferes with any entrance to or exit from the Development, any Residential Lot, or Condominium Unit,
    - vi. in a manner that is not parallel to the curb and not more than eighteen (18) inches from the curb,
    - vii. on any landscaped area or area that is not designed for parking a vehicle.
- 6.1.3 No inoperable vehicles are allowed to be parked in the Development. Inoperable is defined as any vehicle that cannot be safely driven on a highway.



6.1.4 Parked vehicles may not have car covers nor be serviced (i.e., oil change or any other vehicle maintenance) in the Development.

6.1.5 All vehicles parked in the Development must display a current license plate.

## **6.2. STREET AND COMMON AREA PARKING**

6.2.1 Parking of any vehicle on Development streets or The Gallery Club parking area between the hours of 1am and 6pm is prohibited, unless the vehicle has been placed on the Safelist of the Association's contracted patrol company or is approved, in writing, in advance by the Association's Manager.

6.2.2 No vehicle may be parked so that it encroaches onto the sidewalk or other public or private right-of-way.

6.2.3 Parallel or diagonal parking to the sidewalk and street on any driveway of a Residential Lot or Condominium Unit is prohibited.

6.2.4 Vehicle parking in the driveway is prohibited between the hours of 1am and 6am unless the vehicle is an approved third vehicle (see Section 6.5) or has been placed on the Safelist of Association's contracted patrol company or approved by the Association's Manager.

## **6.3. GARAGE USE**

6.3.1 Garages shall be maintained to accommodate the equivalent of two (2) Authorized Vehicles for which the garages were designed.

(a) If the Resident owns two (2) Authorized Vehicles, the vehicles must be able to be parked side-by-side in the garage even if previously installed cabinetry or workbenches have to be removed.

(b) If Resident's second vehicle does not fit in the garage it is required that it be parked outside the Development.

6.3.2 Garage doors shall typically be open for ingress and egress only and shall not be left open for extended periods of time. Leaving the garage door open up to twenty-four (24) inches for ventilation is acceptable.

6.3.3 Violations of these Rules will be subject to fines and/or a hearing in accordance with Enforcement of Rules Section 1.7.

## **6.4. VEHICLE SAFELISTING**

6.4.1 Vehicles may be placed on the Safelist via the Association's contracted patrol company's website, by phone to the patrol company, or by contacting the Association's Manager.

6.4.2 Safelisting a vehicle for parking on the street and/or driveway between the hours of 1am and 6am is allowed a maximum of ten (10) days in a rolling thirty (30) day period.

6.4.3 For special circumstances that exceed ten (10) days Safelisting in a thirty (30) day period, a Safelisting exception must be approved in writing by the

Association's Manager.

- 6.4.4 Vehicles parked between the hours of 1am and 6am, after the expiration of any vehicle's Safelisting, may be subject to citation and/or tow.
- 6.4.5 Recreational vehicles owned by a Resident may be on the Safelist, up to twenty-four (24) hours, for loading or offloading if the vehicle is to be parked between the hours of 1am and 6am on the street.
- (a) Recreational vehicles include, without limitation, campers, motorhomes, trailers, and boats.
  - (b) Safelisting for recreational vehicles may not be done online and if a Safelisting is issued online it will be considered void.
  - (c) Any Safelisting exception request for Resident owned recreational vehicles must be approved in writing in advance by the Association's Manager.
- 6.4.6 Visitor recreational vehicles cannot park anywhere in the Development between the hours of 1am and 6am and Safelisting issued online to these vehicles will be considered void.
- 6.4.7 A Safelisting exception must be approved in writing in advance by the Association's Manager for Safelisting of vehicle(s) under the following circumstances:
- (a) Construction, landscaping or architectural work being done on the Resident's Residential Lot or Condominium where the contractor is using the driveway as a staging area.
  - (b) Moving in or out Residents may apply for Safelisting for a period of up to thirty (30) days before the move out or after the move in date. Residents may apply for one (1) extension not to exceed an additional thirty (30) days.

## **6.5. APPROVAL TO PARK A THIRD VEHICLE**

- 6.5.1 Approval to park a third vehicle may be issued upon application for an Authorized Vehicle. Motorcycles and golf carts cannot be parked in the street or driveway between the hours of 1am and 6am and therefore are not eligible to receive a permit.
- 6.5.2 In order to evaluate and process the application, a copy of all valid vehicle registrations for all of the Resident's vehicles parked within the Development will be required. All vehicles must be registered to the Resident at the Resident's address.
- 6.5.3 The Association's Manager will conduct an inspection of the garage and driveway and, if a truck or van, verify the manufacturer's payload capacity is within limits in order to complete the application process. Should the applicant fail to allow the inspection of the garage, the application will be denied.
- (a) Approved vehicles must be parked in the Resident's driveway. If the driveway is too short to accommodate the vehicle without encroaching onto

the sidewalk, the vehicle must be parked off-site. This determination will be made by the Association's Manager at the time of the garage and driveway inspection. In no circumstance, will a Resident's third vehicle be allowed to park on the street.

- (b) Approval must be in writing and is valid for one year. Residents must reapply in February of each year by completing the process described above.
- (c) All Residents who currently have received written approval to park a third vehicle on the street, will have their approval reviewed within 3 months of the effective date of these Rules. Only Authorized Vehicles that are third vehicles and can be parked on the Resident's driveway will receive a new approval.
- (d) For currently approved vehicles that do not meet these requirements, the current approval may be extended for the current Resident's ownership of this vehicle.

6.5.4 The following circumstances will be evaluated for approval:

- (a) Exempt and Emergency-Plated vehicles.
- (b) A caregiver who is registered with the Association's Manager, and whose vehicle does not fit in the Resident's garage or driveway as originally constructed.
- (c) Vehicles with a DMV "Disabled Person placard" that do not fit in the garage.
- (d) These exemptions will be reviewed on a semi-annual basis.

6.5.5 Owners must be current on all monthly dues, assessments, fines, collection costs, etc., at all times to be eligible to receive approval.

6.5.6 Approval to park a third vehicle is non-transferrable from vehicle to vehicle or to a new Owner or Tenant. Prior approval does not imply automatic renewal.

## **6.6. PARKING INFRACTIONS**

6.6.1 The Association provides a patrol service to patrol the Development's streets and driveways for violations of these Parking Rules. Vehicles parked on the streets and driveways in violation of the rules are subject to the following:

- (a) Residents (and Owners if Tenants) may receive a telephone call, followed by an email notification, from the Association's Manager for all parking violations. This notification will include the Resident address, the time, the date, the license number, and the type of violation.
- (b) If a fourth (4<sup>th</sup>) citation is issued following three (3) warning citations in a six-month period, the Owner will receive a Notice of Hearing at which time the Board will discuss the violation with the Owner and determine what, if any fines, legal proceedings, or other remedies would be required to obtain compliance.

- (c) The Board is required to provide Owners a Notice of Violation, Notice of Hearing, and hold said Hearing prior to the assessment of fines or other remedies to gain compliance of the Parking Rules. Once action is taken by the Board to assess violation fines, violations will be fined in the following manner:
  - i. Monetary fines and penalties may be assessed against Owners for violations of these Parking Rules in accordance with the Association's CC&Rs. Any fines levied that are not paid will result in the Association commencing collection proceedings against the Owner, which may include legal action.
  - ii. The initial fine is \$100 per violation occurrence. Fines may be increased in \$100 increments for multiple violations of the same subject matter within a period of six (6) months. Flagrant violation of Rules, which include, but are not limited to, repeat or recurring violations, may incur a fine up to \$10,000 and suspension of Membership and Resident privileges.
- (d) Owners are responsible for the actions or inactions of their Tenants and guests

6.6.2 Notwithstanding the above, a vehicle is subject to immediate tow without warning if it is parked in a manner that violates the California Vehicle Code such as:

- (a) No parking within fifteen (15) feet of a fire hydrant.
- (b) No parking within 11 feet from the corner of any street.
- (c) No parking in a marked fire lane.
- (d) No parking in an area designated for handicapped parking unless the vehicle displays a properly issued handicapped placard or similar authorization.
- (e) No parking in a manner which interferes with any entrance to or exit from the Development or any Residential Lot or Condominium Unit within the Development.

## **6.7. PROHIBITED VEHICLES**

6.7.1 The following vehicles are prohibited from parking in the Development, except for a brief period of loading, unloading, making deliveries, or emergency repairs or if parked within a fully enclosed garage:

- (a) Recreational vehicles (such as but not limited to campers, motorhomes, trailers, and boats), except as provided in 6.4.5 above.
- (b) Commercial type vehicles such as vehicles with ladder racks, toolboxes, tools, construction supplies, or debris within view; stake bed trucks; tank trucks; dump trucks; step vans; concrete trucks; limousines; or any vehicle with visible lettering, advertising, or related commercial accessories.

- (c) Buses or vans designed to accommodate more than seven (7) people.
- (d) Vehicles having more than a 2000 lbs. (1 ton) payload capacity.
- (e) Trailers.
- (f) Inoperable vehicles or parts of vehicles.
- (g) Any vehicle or vehicles deemed a nuisance by the Board.
- (d) Any other vehicle that is not an Authorized Vehicle. Authorized Vehicles are standard passenger vehicles including automobiles, passenger vans designed to accommodate seven (7) or fewer people, motorcycles, and pick-up trucks having a 2000 lbs. (1 ton) or less payload capacity. The payload capacity is found on the Tire and Loading Information Sticker on the driver's side door.

6.7.2 Contractors, landscape contractors and other service providers may only be parked in the Development between the hours of 7am and 5pm, Monday through Saturday, and are prohibited on Sundays and Holidays. Vehicles providing such services can park for extended periods during the allowed hours.

# Talega Gallery Community Association Vehicle Access Rules Section 7

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Vehicle Access Rules are intended to provide ease of Resident access and to help identify and monitor non-resident access. No more than three eligible vehicle access tags can be issued per Resident address at any time. Residents are expected to notify the Association's Manager when a vehicle is no longer registered to or associated with a Talega Gallery Resident address so the tag can be deactivated. The cost of a tag is \$25, subject to change by action of the Association's Board. The registration process is detailed below.

## 7.1 REGISTERING OWNER RESIDENT VEHICLES

- 7.1.1 Obtain the ***Owner Resident Vehicle Registration Form*** from the Association's Manager.
- 7.1.2 Bring the following to The Gallery Club building:
  - (a) Vehicle(s).
  - (b) Completed registration form.
  - (c) Color photo ID.
  - (d) Proof of residency (.e.g., a valid non-expired vehicle registration or a current utility bill). Vehicle access tags will only be issued to vehicles registered to or associated with a Resident's Talega Gallery address.
    - i. An off-site Owners' registration must match the address listed in the Association's database.
    - ii. A vehicle registered to a Resident's employer or employer's address may be issued a Talega Gallery vehicle access tag. This address must be referenced in the Association's database.
- 7.1.3 Tags are applied to the vehicle(s) by the Association's Manager.

## 7.2 REGISTERING NEW OWNER RESIDENT VEHICLES

- 7.2.1 Obtain the ***Owner Resident Vehicle Registration Form*** from the Association's Manager.
- 7.2.2 Bring the following to The Galley Club building:
  - (a) Vehicle(s).
  - (b) Completed registration form.
  - (c) Color photo ID.
  - (d) Proof of residency, (e.g., a valid non-expired vehicle registration or a current utility bill). Vehicle access tags will only be issued to vehicles registered to a Resident's Talega Gallery address.
    - i. An off-site Owners' registration must match the address listed in the

Association's database.

- ii. As an exemption, a vehicle registered to an employer or employer's address may be issued a Talega Gallery vehicle access tag.
- (e) A new Resident Owner who has not yet re-registered a vehicle with the California DMV may use proof of vehicle ownership.
- (f) A new Resident Owner needs to provide a recorded grant deed, final Resident closing statement or other satisfactory evidence of ownership.

7.2.3 Tags are applied to the vehicle by the Association's Manager.

7.2.4 Off-site Owners may purchase a vehicle access tag at the current cost as the third registered vehicle. In no event shall any Talega Gallery Resident address have more than three eligible vehicle tags outstanding at any time.

### **7.3 REGISTERING TENANT RESIDENT VEHICLES**

7.3.1 Obtain the ***Tenant Resident Vehicle Application Form*** from the Association Manager.

- (a) Vehicle access tags will only be issued to vehicles registered to or associated with a Resident's Talega Gallery address. Off-site Owner Landlord's registration must match the address listed in the Association's database. No more than three vehicle tags can be issued per Resident address at any time.

7.3.2 The Owner Landlord completes "Section 1" of the application form:

- (a) Association will accept a completed copy of the application by email, but it **MUST** be legible and accompanied with a clear color copy of a photo ID from the Owner Landlord completing the form.  
(Note: If "Section 1" is delivered by the tenant or by email, a color copy of a photo ID is required. No computer-generated signatures are allowed.)
- (b) The recorded Owner Landlord needs to present to the Association's Manager:
  - i. a color photo ID
  - ii. a recorded grant deed or final Resident closing statement or other satisfactory evidence of ownership if a new owner.
- (c) If a property management company is involved in a Tenant's Lease, the Association requires a copy of the fully executed current contract, between the Owner Landlord and the management company. If the management company representative completes the application form on behalf of the Owner Landlord, the requirements of 7.3.2 (a) still apply.

7.3.3 The Tenant completes "Section 2" of the application form:

- (a) Provide color photo ID and sign/complete this section in the presence of the Association's Manager. Only the Tenant named in the Lease itself can complete "Section 2".



- (b) Provide a valid non-expired vehicle registration associated with the Talega Gallery address.
- (c) Provide a copy of the executed CURRENT Lease agreement.  
(Note: If there is no formal lease and/or the previous lease agreement term has expired, a signed/dated letter from the Landlord/Owner stating the Tenant's names, property address, and term dates is required. The letter will only extend activation for 6 months and must be restated every 6 months if continued. If the Tenant is a family member, a letter is sufficient in place of a standard lease agreement.)

#### **7.4 NON-RESIDENT VEHICLE ACCESS**

- 7.4.1 A non-resident vehicle access code to the entrance gate will be established and distributed to Residents.
- 7.4.2 Non-residents must use keypad entry to contact the Resident to open the entrance gate or use the non-resident vehicle access code.
- 7.4.3 The non-resident vehicle access code must not be published at any time.
- 7.4.4 The non-resident vehicle access code is subject to change at any time.

**Talega Gallery Community Association**  
**Rules for the Election of Directors by Secret Ballot**  
**Section 8**

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The following rules (“Election Rules”) and procedures shall apply in connection with any matter presented to the Members for approval:

**8.1 GENERAL ELECTION RULES**

- 8.1.1 The Board of Directors shall determine the date, time and place of the annual meeting of the owners in accordance with the Association's Bylaws.
- 8.1.2 The number of directors who are scheduled to be elected and the terms for each shall be determined in accordance with the association's governing documents and stated in the notice of the meeting, or prior to distribution of the ballots.
- 8.1.3 The record date for determining members entitled to vote shall be set by the Board of Directors.
- 8.1.4 All candidates or members advocating a point of view shall have equal access to all association media, newsletters and websites during a campaign for purposes reasonably related to that election.
- 8.1.5 The association will not edit or redact any content from candidate or member communication. The association may include a statement specifying that the candidate or member and not the association is solely responsible for the content of the communication.
- 8.1.6 All candidates and members will have equal access at no cost to any common area meeting space during a campaign for purposes related to the election. The Association may meet the requirements of this section by hosting a "Meet the Candidates Night", or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.
- 8.1.7 Association funds may not be used for campaign purposes in connection with any board election.
- 8.1.8 Within 15 days of the election, the Board of Directors shall publicize the results of the election in a communication directed to all members.
- 8.1.9 Consistent with the Civil Code, the Association shall hold an election for a seat on the Board at least once every four (4) years.

**8.2 NOTICE REQUIREMENTS**

As prescribed by law, the following notices must be distributed to members.

- 8.2.1 At least thirty (30) days before the **close of nominations**, the Association will provide individual notice of the election and the procedure for nominating candidates.

- 8.2.2 At least thirty (30) days **before the ballots are distributed**, the Association will provide general notice of (1) the date and time by which, and address where, ballots are to be returned; (2) the date, time and location of the meeting to tabulate the ballots; and (3) the list of all candidates' names that will appear on the ballot.
- 8.2.3 The Association shall permit members to verify the accuracy of their individual information on the Association Election Material at least thirty (30) days **before the ballots are distributed**. The Association or member shall report any errors or omissions for either list to the inspectors of elections who shall make the corrections within two (2) business days.
- (a) "Association Election Materials" means the following documents: returned ballots, signed voter envelopes, proxies, candidate registration list and the Voter List. The Voter List may include: the name, voting power and either the physical address of the member's separate interest or the parcel number, or both; and the mailing address of the member (if different from the physical address or if the parcel number is used).
- 8.2.4 At least thirty (30) days **before the election**, the inspectors of election will deliver to each member: (1) the ballot and voting instructions; and (2) a copy of the Election Rules. Note, the Election Rules may be provided by individual delivery or by posting same on an internet site and providing the corresponding internet site web address on the ballot with the phrase, in at least 12-point font: "The rules governing this election may be found here: [Insert Web Address]".

### **8.3 CANDIDATE QUALIFICATIONS**

- 8.3.1 Candidates must be an owner of record in the Association at the time of nomination.
- 8.3.2 Only members who meet the following criteria are qualified to be elected to the Board of Directors:
- (a) Candidates and directors may not have been convicted of a crime that would either prevent the Association from purchasing fidelity bond coverage or terminate the Association's existing coverage.
- (b) Candidates and Directors must be current in the payment of Regular and Special Assessments. Note, this does not include non-payment of fines, or if the member has (1) paid under protest per Civil Code Section 5658; (2) has entered into a payment plan per Section 5665; or (3) if the member has not been provided the opportunity to engage in Internal Dispute Resolution.
- (c) A member may not serve on the Board at the same time as another member of the same separate interest (i.e., Unit/Lot).

### **8.4 NOMINATION OF CANDIDATES**

- 8.4.1 At least one hundred twenty (120) days before the date of the meeting at

which the ballots for the election of directors are to be counted, the Association shall mail to each member a candidate nomination form. The candidate nomination form must be returned to the association at the address provided, and by the deadline stated, which deadline must be at least ninety (90) days before the date the ballots for the election of directors are scheduled to be counted.

8.4.2 Candidates who meet the qualifications and whose nomination forms are submitted prior to the deadline will have their name printed on the secret ballot and their statements retyped verbatim and distributed to the membership.

8.4.3 Candidates' names will be listed in alphabetical order on the ballot with incumbents noted accordingly.

8.4.4 Any candidate nominated from the floor at the meeting must be present to accept the nomination.

## **8.5 VOTING**

8.5.1 All members in good standing who have not had their voting privileges suspended at a duly held hearing are entitled to vote. Following Notice and Hearing in compliance with Corporations Code section 7341, the Association's Board may terminate or suspend any Owner's right to vote as a penalty for violation of the Association's governing documents. This provision shall not be construed to prohibit any member from receiving a ballot, pursuant to Civil Code Section 5105(g)(1).

8.5.2 There is one class of voting as follows:

(a) Members (homeowners) may vote one time for each open position.

8.5.3 Members entitled to vote may do so by secret ballot or may designate a proxy holder to vote for them by secret ballot at the election.

8.5.4 Secret ballots cast by mail shall be irrevocable. As described on the outer envelope, your signature authorizes the Inspector(s) of Election to serve as your proxy holder for the purposes of establishing a quorum.

8.5.5 The polls for any vote of the membership shall be open from the date the Secret Ballot is mailed and shall close when the Inspector(s) of Election determines that the ballots shall be counted unless the Inspector extends the time for the polls to close.

## **8.6 INSPECTORS OF ELECTION**

8.6.1 At any regular or special meetings of the members, the Board of Directors shall appoint one (1) or three (3) inspector(s) of election.

(a) The inspector(s) may be a member of the Association provided such member is not a member of the Board, a candidate for the Board or related to a member or a candidate for the Board.

- (b) Inspector(s) shall be independent third parties which can also include, but is not limited to, a volunteer poll worker with the county registrar of voters, a licensed CPA, a notary public, a Member of the Association.
- (c) If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all.
- (d) The inspector(s) will determine the number of memberships entitled to vote and the voting power of each in accordance with the Association's Bylaws. This provision shall not be construed to prohibit any Member from receiving a ballot, pursuant to Civil Code Section 5105(g)(1).
- (e) The inspector(s) will determine the authenticity, validity and effect of proxies, if any.
- (f) The inspectors of election shall determine to whom any secret ballots shall be returned; this may be the Association's Manager. The inspector(s) shall hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. The inspector(s), with prior Board approval, may solicit the advice of the Association's legal counsel if necessary to carry out his/her/their duties.
- (g) The inspector(s) shall count and tabulate all votes at a duly noticed board or member meeting in an open setting allowing members and candidates to witness the counting and tabulation of the votes.
- (h) Anyone who is not an inspector of election or appointed to assist the inspector(s) of election, must remain at least five feet away from the counting area. No person may interfere with, harass or otherwise communicate with the inspector(s) of elections while the count is taking place. Members or persons not specifically authorized to do so may not touch any secret ballot or other election materials.
- (i) The inspector(s) can cause the removal of any observer who causes interference with or disrupts the counting or tabulation process.
- (j) The inspector(s) shall determine when the polls will open and close.
- (k) The inspector(s) shall determine and announce the results of the election and shall report the results of the election promptly to the Board. The results shall be recorded in the next regular session Board meeting minutes.
- (l) An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability and as expeditiously as is practical.
- (m) The inspector(s) shall perform any acts as may be proper to conduct the election with fairness to all members in accordance with the law and all applicable rules of the Association including these election rules.
- (n) The Board may remove and replace any inspector of election prior to the tabulation of votes if an inspector of election resigns or if the board

reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

## **8.7 BALLOTS AND TABULATION**

8.7.1 Once a ballot is received by the Association it is deemed irrevocable.

- (a) Ballots shall ensure the confidentiality of the voter and shall not identify the voter by name, address, lot, parcel or unit number and may not require a signature.
- (b) To be valid the ballot itself must be inserted into an envelope that is sealed. This envelope is inserted into the second outer envelope that is then sealed. In the upper left-hand corner of the second outer envelope, the voter must print and sign his or her name, address, and lot, parcel or unit number that entitles him or her to vote. The second outer envelope is addressed to the inspectors of election at the designated address.
- (c) Owners may return their secret ballot by mail, hand deliver it to the meeting, or complete the ballot at the meeting.
- (d) Only those ballots delivered to the inspectors of election prior to the polls closing shall be counted. All ballots must be received via double envelopes.
- (e) If a member loses his or her ballot, a new one can be obtained from the inspector(s) of election; however, if a ballot envelope is already on file from that unit, then no new ballot will be given.
- (f) A ballot submitted for a member by an individual with general power of attorney is valid so long as it is submitted in a timely fashion.
- (g) A member who signs or otherwise marks his or ballot with an identifying mark waives his or her rights to secrecy.
- (h) The sealed ballots shall at all times be in the custody of the inspectors of election or at a location designated by the inspectors.
- (i) After the counting of the ballots and the certification of the election results by the inspectors of election, the ballots shall be transferred to the Association.
- (j) No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.
- (k) To the extent permitted by law, if the number of candidates is equal to or fewer than the number of open positions and tabulation is not necessary to determine term of office, then a member in attendance may make a motion to elect the slate as presented by a secret ballot vote of the members in attendance. The vote count will then be waived.
- (l) After tabulation of the votes, custody of all Association Election Materials will be transferred to the custody of the Association for its corporate records.

**Talega Gallery Community Association**  
**Architectural Rules**  
**Section 9**

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- 9.1 ARCHITECTURAL RULES** have been adopted pursuant to Article VII of the Association's CC&Rs to govern Improvements to Residential Lots, Condominium Units, Common Property, and Exclusive Use Common Areas, which may be amended, modified, or supplemented from time to time.
- 9.2 MASTER ASSOCIATION APPROVAL REQUIRED.** There shall be no construction, installation or alteration as an Improvement within the Development by an Owner or the Association without the prior approval of the Master Association, Talega Maintenance Corporation (TMC), in accordance with the Master Declaration.
- 9.3 TMC DESIGN REVIEW COMMITTEE PROPERTY IMPROVEMENT FORM** is available at [www.TalegaGallery.org](http://www.TalegaGallery.org) under Rules and Procedures > Architectural.
- 9.3.1 The TMC Design Review Committee (DRC) meets monthly.
- 9.3.2 Questions about any Improvement should be directed to TMC.
- 9.3.3 The DRC may conduct final inspection of the project for which architectural approval has been obtained. Any project that presents an unsightly finished nature or of lesser quality than the prevailing community standards shall be reworked at the Owner's expense to an acceptable appearance level per the direction of the DRC.
- 9.4 PROPERTY MAINTENANCE.** Owners are responsible for maintaining their property consistent with the Association's and the Master Association's CC&Rs and the overall quality of the development. The Association will inspect the outside appearance of each Residence at least once a year. Properties that are deemed to have fallen below the required standard will be sent a reminder notice. Failure to correct the situation in a timely manner may result in a fine.



## TALEGA GALLERY COMMUNITY ASSOCIATION RULES VIOLATION REPORT

To pursue violations that cannot be viewed during an inspection (e.g., barking dogs, noise nuisance, garage storage, etc.), to the extent reasonably practicable, two separate reports must be filed by two Residents representing two households within the Development, per Section 1.8 of the TGCA Rules. Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction by the Association's and/or the Master Association's Governing Documents. Note, your identity may be disclosed to the alleged offender if necessary to address the violation.

**REPORT FILED BY:** (Please Print)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

**VIOLATION INFORMATION:** (Alleged Violator)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**DESCRIPTION OF VIOLATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If additional space is required, please use back of form.)

**VIOLATION DATE & TIME:** \_\_\_\_\_

**HOW OFTEN DOES VIOLATION OCCUR?** \_\_\_\_\_

Signature of Reporter: \_\_\_\_\_ Date: \_\_\_\_\_

**TALEGA GALLERY COMMUNITY ASSOCIATION  
RENTAL NOTIFICATION FORM  
For Tenant Occupied Residence or Condominium  
(Please include a signed, dated copy of current lease)**

Date: \_\_\_\_\_

Resident Address: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Total number of persons living in your rental unit: \_\_\_\_\_

***Tenants permitted to receive Talega Gallery emails: Yes No***

***Tenants permitted access to the Talega Gallery website: Yes No***

Owner's Name:

\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## TALEGA GALLERY COMMUNITY ASSOCIATION RESIDENT CAREGIVER REGISTRATION FORM

Please complete the Resident Caregiver Registration Form and submit to the Association Manager for temporary and long-term caregivers, as necessary.

Permitted Health Care Resident shall mean a natural Person hired to provide live-in, long-term, or terminal health care to a Qualifying Resident, or a family member of a Qualifying Resident's household. The care provided by a Permitted Health Care Resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. Permitted Health Care Residents are not permitted to use the Common Facilities unless accompanied by the Resident.

Date of application: \_\_\_\_\_

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Name of Owner/Resident: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Caregiver: \_\_\_\_\_

Vehicle License Plate: \_\_\_\_\_

Vehicle Description: \_\_\_\_\_

Special Instructions regarding times, days, etc.:

Times: \_\_\_\_\_

Days: \_\_\_\_\_

Signature of Owner/Resident: \_\_\_\_\_

Comments: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Renewal date for vehicle Safelisting (required every six months): \_\_\_\_\_

# **TALEGA GALLERY COMMUNITY ASSOCIATION COMMON FACILITIES RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

THIS AGREEMENT LIMITS THE LIABILITY OF THE TALEGA GALLERY COMMUNITY ASSOCIATION (ASSOCIATION) OF SAN CLEMENTE, CALIFORNIA, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, AND SEABREEZE MANAGEMENT COMPANY INC., AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VENDORS, AGENTS, SUCCESSORS AND ASSIGNS (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "ASSOCIATION RELEASEES" AND WAIVES ANY CLAIM YOU MAY HAVE AGAINST THE ASSOCIATION RELEASEES FOR INJURY OR DAMAGE, EVEN IF YOUR INJURY OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION RELEASEES. READ IT CAREFULLY BEFORE DECIDING TO USE THE COMMON FACILITIES OR EQUIPMENT THEREIN.

I, \_\_\_\_\_ hereby register to instruct or participate in EQUIPMENT ROOM/GYMNASIUM/RECREATIONAL ACTIVITIES at the TGCA facility and to use the facility and equipment provided therein.

I, on behalf of myself, my personal representatives, family and heirs, respect and agree as follows:

- 1) I understand that the use of the facilities, equipment, services, programs and premises includes an inherent risk of injury to persons and property and known/unknown and unanticipated risks and dangers associated with using said facilities including, but not limited to, the transmission or infection of communicable viruses and diseases, such as the novel coronavirus.
- 2) I am in good physical condition and have no disabilities, illnesses (including communicable diseases), or other conditions that could prevent me from exercising and using the facilities without injuring myself or impairing my health and safety, or the health and safety of others. I have consulted a physician concerning an exercise program that will not expose me to risk of injury or impairment to my health,
- 3) and my physician has approved my contemplated activities at the facilities. I understand and agree that if I have received a lab-confirmed diagnosis or am experiencing symptoms of a communicable disease, including, but not limited to, COVID-19, or if I have come into contact with a person known to have contracted a communicable disease, for the sake of the common good and health of my neighbors, I will refrain from using the facilities for fourteen (14) days since such diagnosis or contact, or as otherwise recommended by a health professional.
- 4) I understand that risk of injury includes, but is not limited to, injuries arising from or relating to the use by myself or others of exercise equipment and machines, locker rooms, wet areas and other fitness/gymnasium facilities; injuries arising from or relating to participation by myself or others in supervised and unsupervised activities or programs throughout the facility; injuries and medical disorders arising without limitation from or relating to the use of the facilities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons, and ligaments among others; and accidental injuries occurring anywhere in the facility including lobbies, hallways, exercise areas, locker rooms, restrooms, or activities associated with TGCA which are carried on anywhere or while I am traveling to or from the facility.
- 5) Accidental injuries included, without limitation, are those caused by myself, those caused by other persons, and those of a slip and fall nature.

- 6) If I have any special exercise requirements or limitations, I agree to disclose them to TGCA staff before using the TGCA facilities or when seeking help in establishing or carrying on an exercise program.
- 7) I hereby agree that all exercises and use of TGCA facilities, equipment and services, programs and premises are undertaken by myself and at my sole risk. I also understand and agree that I will adhere to all guidelines set forth by state and/or local health officials, regarding the coronavirus or other endemic or pandemic communicable diseases as the case may be, from time to time.
- 8) By the execution hereof, I hereby waive all claims which I or my personal representatives, family and heirs may have hereafter against TGCA, and do hereby release TGCA on my behalf and on behalf of my personal representatives, family and heirs, and agree to hold TGCA absolutely harmless from all claims, demands, injuries, damages, actions, suits, or causes of action to persons or property, arising out of or in any way connected with my or others use of the TGCA facilities, premises, equipment, services or programs, including those arising out of any active or passive negligent act or omission of TGCA, except as to such which may arise from the gross negligence or willful misconduct of TGCA.
- 9) I do hereby further agree on behalf of myself and my personal representatives, family and heirs to assume full responsibility for all risks of bodily injury, illness, death or property damage due to the negligent act or omission of TGCA. I acknowledge that I have carefully read this RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT and fully understand that it is a release of liability. I am waiving any right that I may have to bring legal action to assert a claim against TGCA for its negligence, or which may otherwise arise out of or is in connection with my use of the facilities herein.
- 10) I acknowledge and represent that I, in executing this RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT have not relied on any inducements, promises, or representations made by TGCA or any party representing or serving TGCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, which shall remain in effect for so long as he/she shall use the facility or the equipment, and the undersigned further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED is aware that section 1542 of the California Civil Code provides that a general release does not extend to claims that are not known or suspected to exist at the time of executing the release, if the knowledge thereof would have materially affected the decision to execute the release. With full knowledge, THE UNDERSIGNED WAIVES THE PROVISION OF CIVIL CODE SECTION 1542 with respect to the participation of myself or my children or my guest of TGCA facilities.

**I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT IT LIMITS THE LIABILITY OF THE TGCA RELEASEES AND WAIVES ANY CLAIM FOR ANY INJURY I MAY SUSTAIN, OR LOSS OF, OR DAMAGE TO, MY PROPERTY IN CONNECTION WITH MY USE OF THE TGCA FACILITY AND /OR EQUIPMENT.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 (Print Name)

Date: \_\_\_\_\_ Address \_\_\_\_\_

**TALEGA GALLERY COMMUNITY ASSOCIATION  
COMMON FACILITIES ROOM RESERVATION APPLICATION  
ON-GOING EVENTS**

Group Name: \_\_\_\_\_ Room: \_\_\_\_\_

**WEEKLY MEETINGS/EVENTS**

Day of the Week the Group Meets: \_\_\_\_\_

Time/Hours the Group Meets: From: \_\_\_\_\_ To: \_\_\_\_\_

Number of tables to be reserved \_\_\_\_\_

**MONTHLY MEETINGS/EVENTS**

Which Week and which day of the week? \_\_\_\_\_

Time/Hours the Group Meets: From: \_\_\_\_\_ To: \_\_\_\_\_

Number of tables to be reserved \_\_\_\_\_

\* \* \* \* \*

Responsible Resident Contact: \_\_\_\_\_

Contact's Email Address: \_\_\_\_\_

Contact's Phone Number: \_\_\_\_\_  
\_\_\_\_\_

Is this Group Open to New Members? YES \_\_\_\_\_ NO \_\_\_\_\_ *IF Yes, the event will be added to the newsletter calendar.*

**I accept responsibility for \_\_\_\_\_ Room(s) and for the requirements listed below.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Prior to 10pm, please:

1. Place all trash in the outside trash cans or take it home.
2. Clean up any food or spills and leave the room in a clean condition.
3. Return tables, chairs, and card tables brought into the room to their original locations.
4. Turn off all lights and TV's. (Air conditioner is on a timer – please do not adjust)
5. Double check any outside doors to assure they are closed tight.
6. In the Multi-Purpose Room, stack chairs 7 high near the storage room doors and place the tables in the racks provided so the room will be available the next morning for scheduled activities.

***\*All room reservations are valid for one year and must be resubmitted on or before January 10<sup>th</sup>. The room reservation forms are processed on a first come first service basis. Management will process the room reservations forms in the order in which they are received. Prior room reservations do not guarantee a room reservation for the following year.***

***A room reservation does not guarantee private/exclusive use of the room.***

**TALEGA GALLERY COMMUNITY ASSOCIATION  
COMMON FACILITIES RESERVATION APPLICATION  
ONE-TIME EVENT – RESIDENTS ONLY**

- Multipurpose Room    Card Room    Patio  
 Billiard Room    Putting Greens    Bocce    Croquet Lawn

All amenities must be reserved a minimum of 2 weeks in advance.

SPONSOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

NUMBER OF GUESTS: \_\_\_\_\_

TIME: Start \_\_\_\_\_ End \_\_\_\_\_ (no later than 10pm)

**I accept responsibility for the \_\_\_\_\_ (this amenity)  
and for the requirements listed below. I understand that I will be charged for the  
replacement cost of any for any damage to Association Property.**

Prior to 10pm, please:

1. Place all trash in the outside trash cans or take it home.
2. Clean up any food or spills and leave the area in a clean condition.
3. Return tables, chairs, and card tables brought into the room to their original locations.
4. Turn off all lights and TV's. (Air conditioner is on a timer – please do not adjust)
5. Double check any outside doors to assure they are closed tight.
6. In the Multi-Purpose Room, stack chairs 7 high near the storage room doors and place the tables in the racks provided so the room will be available the next morning for scheduled activities.
7. On the Patio, wipe all tables and the outdoor bar with damp cloth, close and secure umbrellas, turn off heaters, fireplace and BBQs, clean and cover the BBQs.



## TALEGA GALLERY COMMUNITY ASSOCIATION COMMON FACILITIES POST-RESERVATION ASSESSMENT FORM

Responsible Resident: \_\_\_\_\_

Event: \_\_\_\_\_ Date: \_\_\_\_\_

Room/Amenity(s):	NEEDS ATTENTION	ACCEPTABLE
All decorations and trash taken out of rented area(s)		
Trash properly disposed of (to trash bins)		
All tables wiped with damp cloth		
All lights and TVs turned off		
In the MPR chairs stacked 7 high near the storage room doors and tables placed in the racks provided so the room will be available the next morning for scheduled activities.		
If signed out, keys are returned		
<b>PATIO (IF APPLICABLE)</b>		
All tables and chairs wiped with damp cloth		
Umbrellas closed and secured		
BBQs and outdoor bar cleaned		
Heaters, fireplace and BBQ turned off		
<b>KITCHEN (IF APPLICABLE)</b>		
Floor swept and mopped		
Counters wiped clean		
Stove top wiped down		
Microwave cleaned inside		
Oven cleaned inside		
Refrigerator and Freezer emptied of party food		
Garbage disposal cleared		
Dishwasher emptied		

Please note any damage to room, furniture, and/or equipment: \_\_\_\_\_

\_\_\_\_\_  
Responsible Resident Signature

\_\_\_\_\_  
Staff Signature

**TALEGA GALLERY COMMUNITY ASSOCIATION  
COMMON FACILITIES PRIVATE USE APPLICATION**

- Multipurpose Room    Card Room    Patio  
 Billiard Room    Putting Greens    Bocce    Croquet Lawn

All rooms must be reserved a minimum of 2 weeks in advance.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

NUMBER OF GUESTS: \_\_\_\_\_

TIME: Start \_\_\_\_\_ End \_\_\_\_\_ (no later than 10:00pm)

Entertainment .....  
YES (please specify) \_\_\_\_\_ NO \_\_\_\_\_

Use of kitchen facilities requested? .....YES \_\_\_\_\_ NO \_\_\_\_\_

Alcohol Served? .....YES \_\_\_\_\_ NO \_\_\_\_\_

**I accept responsibility for the \_\_\_\_\_ (this amenity).  
I understand that I will be charged for any damage to Association Property.**

**CERTIFICATE OF INSURANCE:**

THE SPONSOR AGREES TO PROVIDE A CERTIFICATE OF INSURANCE NAMING TALEGA GALLERY COMMUNITY ASSOCIATION AND SEABREEZE MANAGEMENT CO. AS AN ADDITIONAL INSURED WITH LIMITS OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000.00) OF GENERAL LIABILITY INSURANCE FOR ANY INJURIES OR DAMAGES THAT MAY RESULT FROM THE RENTAL OF THE GALLERY CLUB FACILITIES. **IF ALCOHOL WILL BE SERVED**, THE SPONSOR MUST ALSO PROVIDE PROOF OF HOST LIQUOR LIABILITY INSURANCE COVERAGE AND SIGN THE HOST LIQUOR LIABILITY AND INDEMNIFICATION AGREEMENT. PROOF OF ALL INSURANCE COVERAGE IS REQUIRED AT LEAST 14 DAYS PRIOR TO THE EVENT.

**FACILITIES RENTAL RULES:**

I have received a copy of the Common Facilities Private Use Rental Rules. I understand that if I do not follow any of the Rules or provide inaccurate information on my application, the Board of Directors of the Talega Gallery Community Association reserves the right to cancel my function.

SPONSOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

If Sponsor is a tenant:  
OWNER/SPONSOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**TALEGA GALLERY COMMUNITY ASSOCIATION  
COMMON FACILITIES PRIVATE USE APPLICATION**

FOR OFFICE USE ONLY	DATE PAID & CHECK #	AMOUNT PAID	DEPOSIT PAID/ RETURNED
<b>MULTIPURPOSE ROOM</b> <b>(Use of kitchen included)</b> <u>Non-Refundable Private Use Fee</u> <i>Residents: \$125 Non-Residents: \$250</i>			
<b>CARD ROOM</b> <b>(Use of kitchen additional \$50)</b> <u>Non-Refundable Private Use Fee</u> <i>Residents: \$75 Non-Residents: \$150</i>			
<b>PATIO</b> <b>(Use of kitchen additional \$50)</b> <u>Non-Refundable Private Use Fee</u> <i>Residents: \$25 Non-Resident \$75</i>			
<b>BILLIARD ROOM</b> <u>Non-Refundable Private Use Fee</u> <i>Residents: \$25 Non-Resident \$100</i>			
<b>BOCCE COURTS, PUTTING GREENS, or CROQUET LAWN</b> <u>Non-Refundable Private Use Fee</u> <i>Residents: \$25 Non-Resident \$75</i>			
<b>SECURITY DEPOSIT</b> \$500 security deposit; Billiard Room \$1000 required at time of rental for amenities <i>(May not be refunded if there is damage, the room is left unclean, or if equipment is taken and not returned.)</i>			
<b>GENERAL LIABILITY INSURANCE</b> <i>Proof due 14 days prior to the event.</i>			
<b>PRIVATE USE LIABILITY WAIVER</b> <i>Signed</i>			
<b>PROOF OF HOST LIQUOR INSURANCE</b> <i>Due 14 days prior to the event if Alcohol served</i>			
<b>HOST LIQUOR LIABILITY AND INDEMNIFICATION AGREEMENT</b> <i>Signed 14 days prior to the event if Alcohol served</i>			

COMMENTS:

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## TALEGA GALLERY COMMUNITY ASSOCIATION COMMON FACILITIES PRIVATE USE LIABILITY WAIVER

I acknowledge and agree, on behalf of myself and my family, that the use of the Association's Common Facilities, grounds, and landscape areas, located in San Clemente, California, owned and operated by the Talega Gallery Community Association, involve potential risk of serious physical injury to a person undertaking these activities or using these athletic and recreational facilities. I fully understand that activity upon the Association Property may, by its very own nature, be hazardous and that it can lead to injury to me, my family, my guests, and/or damage to my property.

I understand that by signing this form, I, and my family, agree to assume the risks of potential injury, to which I am voluntarily exposing myself, my family and my guests, by participation in social or recreational activities at the Common Facilities of the Association.

On behalf of myself, my family and my guests, I release from liability and hold the Association harmless and I agree to indemnify the Association for any damage, injury and/or claim of any kind, whether to person or property as a result of such activities, and waive any claims that I, my family and/or my guests, may otherwise have or acquire against the Association and its officers and directors, agents, or employees, for any injury occurring to me, my family, or to my guests, whether to person or property, as a result of any use of the Association property or participation in athletic or recreational activities on the facilities and grounds of the Association, located at San Clemente, California.

**I have read the Common Facilities Private Use Rules and this Common Facilities Private Use Liability Waiver. I accept the liability for damage to the Association Property and for injury to persons admitted to the facilities. I understand that in the event I, my family and/or guests violate any of the Rules, or if I provide inaccurate information on my application, the Association reserves the right to cancel my function at any time, charge any and all expenses incurred and deduct any fines and/or penalties incurred by this violation from my security deposit, and if the security deposit does not cover the damage, my account will be charged and I will be responsible for all costs/fees resulting from damage to Association Property.**

SPONSOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SPONSOR PRINT NAME: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

If Sponsor is a tenant:

OWNER SPONSOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER PRINT NAME: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

## TALEGA GALLERY COMMUNITY ASSOCIATION POST- PRIVATE USE ASSESSMENT FORM

Sponsor's Name: \_\_\_\_\_

Event: \_\_\_\_\_ Date: \_\_\_\_\_

Room/Amenity(s):	NEEDS ATTENTION	ACCEPTABLE
All decorations and trash taken out of rented area(s)		
Trash properly disposed of (to trash bins)		
All tables wiped with damp cloth		
All lights and TVs turned off		
In the MPR, chairs stacked 7 high near the storage room doors and tables placed in the racks provided so the room will be available the next morning for scheduled activities.		
Keys Returned - <i>No replacement charge</i>		
<b>PATIO (IF APPLICABLE)</b>		
All tables and chairs wiped with damp cloth		
Umbrellas closed and secured		
BBQs and outdoor bar cleaned		
Heaters, fireplace and BBQ turned off		
<b>KITCHEN (IF APPLICABLE)</b>		
Floor swept and mopped		
Counters wiped clean		
Stove top wiped down		
Microwave cleaned inside		
Oven cleaned inside		
Refrigerator and Freezer emptied of party food		
Garbage disposal cleared		
Dishwasher emptied		

Please note any damage to room, furniture, and/or equipment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Sponsor's Signature

\_\_\_\_\_  
Staff Signature

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**TALEGA GALLERY COMMUNITY ASSOCIATION  
HOST LIQUOR LIABILITY AND INDEMNIFICATION AGREEMENT**

The Association does not have liquor insurance. Therefore, it is understood that the individual booking Common Facilities is responsible for the consumption of alcohol by his/her guests and will assume full responsibility for all alcohol related/influenced activities including, but not limited to, drunk driving liabilities.

COMPLETE and SIGN BELOW - this agreement is in addition to the Host Liquor Liability insurance requirement.

The undersigned Member (“Member”) of the Talega Gallery Community Association (Association) agrees that, in consideration for the exclusive use of the Association Common Facilities \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ (date) for \_\_\_\_\_ number of people, the Member will:

1. Comply with all applicable laws and regulations, including but not limited to the social host liquor liability laws and the California ABC laws. The Member shall indemnify the Association and hold the Association harmless for any and all liability arising from the Member’s use of the Common Facilities including but not limited to any violation of the social host liquor liability laws.
2. Comply and abide by all rules and regulations of the Association and will take personal responsibility to ensure that each of his/her guests will comply with and abide by all local, state and federal laws and by rules and regulations of the Association. The Member will indemnify the Association and hold it harmless for any liability arising from the acts of the individuals present on Association Property, as a result of the Member’s party or event.

The undersigned Member agrees and represents to the Association that he/she has read the Association’s Common Facilities Private Use Rules.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

This is the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

## TALEGA GALLERY COMMUNITY ASSOCIATION FRONT YARD ENHANCEMENT APPLICATION & AGREEMENT

Please complete this request form and attach your proposed front yard plant plans drawn to scale (see attached sample – page 4). **Be certain to include size of planter, the complete names, sizes, number and exact location of all new plants.** In addition, you will need to provide photographs of the original planting in area requesting a change. Once the project is approved and completed, homeowners are to submit a second photograph showing the new planting. The forty-five (45) day review period does not commence until the Talega Gallery Landscape Committee has received a complete application. To assure prompt consideration, please review all submittal materials for completeness before sending them to the Landscape Committee.

Submit your **Front Yard Enhancement Application** to:

Talega Gallery Community Association  
Attn: Landscape Committee  
22 Calle Galeria  
San Clemente, CA 92673

Please Complete the Following	
OWNER'S NAME:	DATE:
PROPERTY ADDRESS:	
PHONE #:	
MAILING ADDRESS (if different than above):	
EMAIL ADDRESS:	
Anticipated Work Schedule	
Start Date:	Completion Date:

### I UNDERSTAND AND AGREE THAT:

- No work shall commence until both the Talega Gallery Landscape Committee and, if applicable, the written approval of the Master Association (Talega Maintenance Corporation), is received have given written approval for the Front Yard Enhancement Application & Agreement.
- The Owner will provide all labor and planting material.
- New plants must be similar in size to the plants being removed and the new plants must be selected from the Authorized Plant List for the Association's Front Yard Enhancement Program, which is included in this Front Yard Enhancement Application & Agreement Form.
- The new planting shall be completed within sixty (60) days of the joint approval of the Talega Gallery Landscape Committee and the Association's Board of Directors.



## FRONT YARD ENHANCEMENT APPLICATION & AGREEMENT

- Neither the Owner nor Owner's contractor may make any changes whatsoever to existing irrigation system or turf. If an Owner or Owner's contractor should cause any damage to the existing irrigation system or to any of the original plants, the Owner shall be responsible for the costs of the repair/replacement.
- Seasonal color plants that die must be removed immediately and/or replaced by the Owner.
- The Owner will be responsible for maintenance of the enhancement, excluding any existing hedge. However, if changes are made to any portion of the original hedge, the homeowner will be responsible for the entire hedge. If at any time an Owner decides to return to the original landscape plan, it will be the Owner's obligation to restore the landscaping to the same plants and condition that had been there prior to the modification, including plants matching the approximate size of neighboring yards with unaltered planting.
- The Talega Gallery Landscape Committee, and if applicable the Master Association will conduct final inspection of the project for which the landscape approval has been obtained. Any project that is not in compliance with the approved plans shall be reworked, at the Owner's expense, to an acceptable appearance per the direction of the Talega Gallery Landscape Committee.
- In the event the Owner fails to comply with the replacement of dead plant material, the Owner agrees that the Association, at its discretion, will make the required replacement and bill the Owner for all associated costs. The Owner also agrees to pay all such costs immediately upon receipt of an invoice from the Association or its agents. If legal action is required to compel payment, it is agreed that the prevailing party will be entitled to all costs of collection and attorney fees.

Upon the sale of the house, the seller is required to inform the buyer of the buyer's responsibility at the buyer's expense to maintain the approved enhancement or return the original landscape plan. This obligation shall be assumed by the buyer immediately upon transfer of ownership/title to the buyer.

I have read this Front Yard Enhancement Application & Agreement and I agree with the terms and conditions of the Front Yard Enhancement Application and Agreement. I will abide by both the Talega Gallery Landscape Committee and the Association's Board review of my application, plans, and specifications, as stated therein.

SIGNATURE OF ALL OWNERS:

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

Page 2 of 4

## FRONT YARD ENHANCEMENT APPLICATION & AGREEMENT

**Please do not complete this page.** The following is to be completed by the Talega Gallery Landscape Committee only. However, it is being included to assist you with preparing your application, plans, and modifications.

Receipt of Application:

Date of Receipt: \_\_\_\_\_ Received by: \_\_\_\_\_

(1) If the application and the plans and specifications are complete, the application is deemed acceptable and will be submitted on \_\_\_\_\_. [Proceed to **Review of Plans.**]

(2) If the plans and specifications are not complete, the Landscape Committee will return both the application and the plans for failure to submit all information. Letter stating information needed sent on \_\_\_\_\_.

Review of Plans:

COMMITTEE ACTION:

- APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_
- DENIED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_
- ADDITIONAL INFORMATION REQUIRED: Comments:  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Landscape Committee Chair)

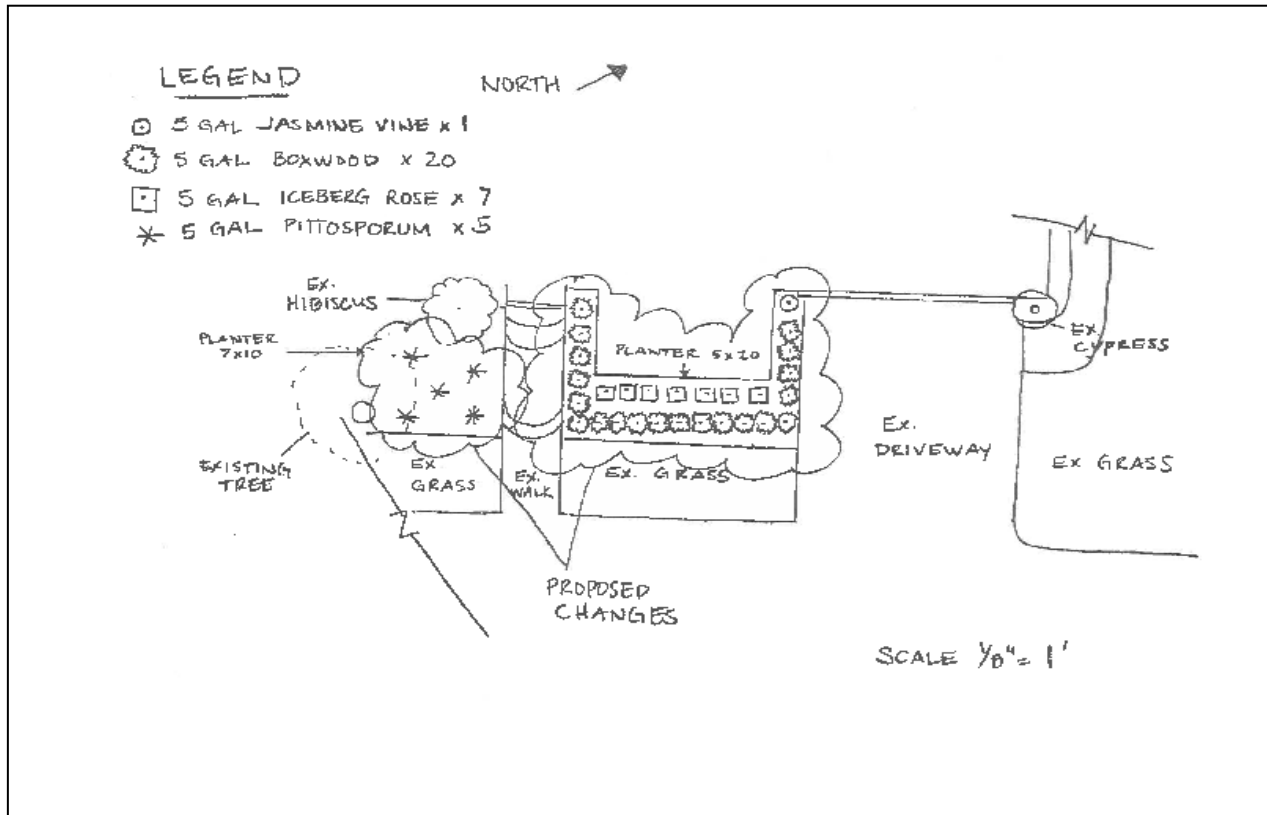
Date of 2<sup>nd</sup> Review \_\_\_\_\_ Signed: \_\_\_\_\_

COMMITTEE ACTION following 2<sup>nd</sup> Review:

- APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_
- DENIED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_

# FRONT YARD ENHANCEMENT APPLICATION & AGREEMENT

## Sample Diagram



SAMPLE

**TALEGA GALLERY COMMUNITY ASSOCIATION  
FRONT YARD TREE REMOVAL &/OR REPLACEMENT  
APPLICATION & AGREEMENT**

**Please complete this application if you are applying to have a tree  
in your front yard removed or replaced.**

OWNER'S NAME:
PROPERTY ADDRESS:
PHONE #:
MAILING ADDRESS: (if different than above)
E-MAIL ADDRESS:

Reason for your request:

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Tree you want removed: Please attach a picture.

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Preferred replacement tree (selected from the approved Talega Gallery Tree List – attached)

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**I UNDERSTAND AND AGREE THAT:**

- The Owner is responsible for contracting with an *approved tree removal vendor* and for *all costs* of removing and replacing the tree, stump grinding and if needed, sod installation, If the Association's landscape vendor is to provide service, payment by check must be made prior to the removal of the tree.
- The Association's landscape vendor must provide the replacement tree. If the tree is not to be replaced, the Association's landscape vendor must provide the sod and will complete all labor involved for this project. Payment, by check, must be made prior to ordering a replacement tree or sod.
- The replacement tree must be selected from the Association's Authorized Tree Replacement List, which is included with this Application.

- If an Owner wants a larger tree, the Owner will be responsible for the cost of the larger tree. In no case will a replacement tree be larger than the tree that has been removed.
- The Association’s landscape vendor will provide trimming of the replacement tree per the recommendation of the landscape vendor’s arborist.
- No work shall commence until written approval of the Talega Gallery Landscape Committee and, if applicable, the Master Association (TMC), is received approving the Front Yard Tree Replacement Application & Agreement

**I have read this Front Yard Tree Removal &/Or Replacement Application & Agreement and I agree with the terms and conditions of the Agreement. I will abide by the Talega Gallery Landscape Committee’s review of my application as stated therein.**

SIGNATURE OF ALL OWNERS:

\_\_\_\_\_  
OWNER’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER’S SIGNATURE

\_\_\_\_\_  
DATE

Submit this Front Yard Tree Removal &/Or Replacement Application to:

Talega Gallery Community Association  
Attn: Landscape Committee  
22 Calle Galeria  
San Clemente, CA 92673

\*\*\*\*\*

**AGREEMENT TO PAY ALL COSTS OF REMOVING AND AND/OR REPLACING THE FRONT YARD TREE:**

SIGNATURE OF ALL OWNERS:

\_\_\_\_\_  
OWNER’S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER’S SIGNATURE

\_\_\_\_\_  
DATE

**TALEGA GALLERY COMMUNITY ASSOCIATION  
FRONT YARD TREE REMOVAL &/OR REPLACEMENT  
APPLICATION & AGREEMENT**

To be completed by the Talega Gallery Landscape Committee:

RECEIPT OF APPLICATION:

Date of Receipt: \_\_\_\_\_

Received by: \_\_\_\_\_

REVIEW OF PLANS:

Replacement tree – type and size:

\_\_\_\_\_

Estimated cost to Owner: If applicable: As determined by written estimate from Association's Landscape vendor:

\_\_\_\_\_

COMMITTEE ACTION:

- APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_
- DENIED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_
- ADDITIONAL INFORMATION REQUIRED: Comments:  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Landscape Committee Chair)

Date of 2<sup>nd</sup> Review \_\_\_\_\_ Signed: \_\_\_\_\_

COMMITTEE ACTION following 2<sup>nd</sup> Review:

- APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_
- DENIED: \_\_\_\_\_ Date: \_\_\_\_\_ Signed: \_\_\_\_\_