

Galerie Homeowners Association

Community Handbook

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Galerie Homeowners Association Introduction

Living within an Association requires the effort of all residents to comply with the following rules that are sometimes overlooked.

These Association Policies and Rules have been developed by the Association Board to ensure a more compatible living environment and are based upon the Galerie Bylaws, Article IV, Section 4.3b.

Changes to Home Exteriors

An Architectural Request Form needs to be completed by all homeowners and must receive approval by the Association's architectural review committee prior to any changes, modifications, and/or improvements to the exterior of the unit. Please plan ahead and obtain this written approval before entering into a contract to have work performed on your home's exterior. Some changes may also require a building permit from the city of Anaheim.

Real Estate for Sale or For Rent Sign

Please advise your realtor that only one push-in-ground style sign no larger than 20" x 26" is allowed in front of your home. Post style signs and multiple signs are not allowed. Furthermore, no signs may be installed on the common area property. The exception to this is open house signs that may be used for one hour before and must be taken down no later than one hour after the event. Signs in violation of these rules will be disposed of by the Association. The homeowner is responsible for damage to sprinklers or utilities caused by the signs.

Parking Overnight within the Association

Please refer to the Galerie Parking Rules that are included in this handbook.

Television Antennas and Satellite Dishes

Satellite dishes up to 28" in diameter are allowed with the following conditions:

- Installers are prohibited from walking on the tile roof (any roof or tile damage will be repaired by the Association and billed to the homeowner).
- Antenna or dishes are not allowed to be mounted on or through the roof tiles.
- Wherever possible, the antenna or dish should be below the roofline, not visible when viewed from the street, and not interfering or obstructing the view of the adjacent neighbors.
- Cables and wiring shall be concealed whenever possible.

Trash Cans

Trash cans may be placed on the curb the evening before the scheduled trash collection and must be put away on the evening of the trash collection. Trash cans must be located and kept in appropriate areas that are screened from view and should be maintained so as not to emit odors into adjoining neighbor's property.

Galerie Homeowners Association Rules Overview & Community Information

Pool Rules

The rules are posted on the gate at the pool and on an interior fence of the pool, please obey all of the pool rules. Failure to do so may result in the suspension of access to the Recreational Areas.

Use of Clubhouse

A clubhouse reservation request including all of the rules may be obtained by contacting our clubhouse manager, David Gallo at (714) 878-6985. David's normal hours at the clubhouse are: Monday: 8:00 a.m. to 12:00 noon; Wednesday: 8:00 a.m. to 12:00 noon; Friday: 8:00 a.m. to 12:00 noon.

Pets

No more than two household pets (dogs, cats, birds, etc.) per household are allowed without Board of Directors approval. Animals belonging to residents, their guests, and invitees must be kept within an enclosure or on a leash held by a person capable of controlling the animal. Any owner shall be liable for unreasonable noise or damage to any person or property caused by any animals brought or kept in the community by such owner, their family, tenants, or guests. Each resident shall clean up after their pets.

Balconies, Railings, and Fences

No tarps, sheets, blankets, towels, clothing, laundry, etc., may be hung outside over balconies, railings, or fences for any reason including providing shade, drying, airing out, etc.

Board Meetings

The Board of Directors holds meetings in the clubhouse each month. The agenda will be posted on the Galerie Bulletin Boards. Owners having any questions or concerns are encouraged to attend the monthly meetings.

Galerie Homeowners Association

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

POLICY: Effective January 1, 2016, the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

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

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

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted; it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 5650 through 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within fifteen (15) days from the postmark date of the prelien notice. The Board of Directors shall meet with/respond to the homeowner within forty-five (45) days from the postmark date of the homeowner request. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account. The homeowner's account will be charged a \$15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months.

Personal Liability - All assessments, late charges, interest, and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

Returned Check Charges - **The bank charge (currently \$35.00) shall be added to the account** of any member whose check to the Association is returned dishonored by the member's bank.

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

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

Galerie Homeowners Association

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs (continued)

PROCEDURE:

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

Delinquencies:

15 Days Past Due:

The account becomes delinquent and a late charge equal to Ten Dollars (\$10.00) or Ten Percent (10%) of the delinquent assessment, whichever is greater, is charged to the delinquent homeowner's account.

30 Days Past Due:

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

Two Months Past Due:

A Prelien package and letter is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within thirty (30) days. The delinquent homeowner's account shall be charged \$125.00 for issuance of the Prelien letter plus \$25.00 per owner(s) exceeding two.

Three Months Past Due:

Upon Board approval, the Association shall proceed to have a Notice of Delinquent Assessment Lien prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$275.00 for the fees and costs associated with the preparation of the assessment lien and \$35.00 for recording services. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First-Class Mail. Additionally, the account will be charged with \$35.00 for the Release of Notice of Delinquent Assessment.

Pre-foreclosure:

Upon board approval, the Association will cause the preparation and sending of a Notice of Intent to Foreclose letter to the delinquent homeowner advising that unless full payment is received within 15 days the Association has the option to proceed with non-judicial Foreclosure. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

If not paid at the expiration of the 15 days, upon board approval the homeowner's account will be charged \$50.00 for the preparation and assignment of the account to the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00, or the assessments are more than twelve months delinquent. In lieu of proceeding with non-judicial foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.

Galerie Homeowners Association Architectural Committee and Guidelines

The Architectural committee has the responsibility to you as an individual homeowner within the Galerie community to preserve and protect the aesthetic Architectural integrity of all buildings and patio structures which collectively contribute to the overall community environment.

In order to effectively accomplish the objectives described above, the Architectural committee has issued guidelines to assist each homeowner in the planning and design of these structures. The guidelines are based upon prevailing past practices, common sense and reasoning and the stipulations of the Galerie CC&R's, Article VIII. Obviously, no set of guidelines will cover all situations; requests not clearly covered by these guidelines will be evaluated by the Board of Directors (BOD) based on the criteria set forth in Article VIII of the CC&Rs. In certain cases, the Board may request concurrence of adjacent property owners.

The Architectural Committee (ARC) is composed of the BOD and is headed by a board member who is the primary contact for homeowners.

Homeowners are encouraged to contact the cognizant Board member prior to finalizing design and material ordering to preclude problems and to facilitate the approval process.

I. Definitions:

A. Rear property line:

Generally individual lots extend to the top of the rear yard slope, or highest point before slope grade begins its downward projection. If your lot is level or you are in doubt, please contact the cognizant BOD.

B. Drainage Easement:

This occurs on many lots where a concrete culvert occurs to facilitate land drainage.

C. Common Property Encroachment:

There are no individual homeowner encroachment rights or structural additions Permitted on or to extend beyond individual lot lines or over common property.

II. Guidelines:

A. Building Permits:

It is the responsibility of homeowners to secure Anaheim building Permits for the structures, any underground/understructure utility services and final Anaheim approval signatures. "A copy of the City's final inspection report reflecting City approval of the completed work must be provided to the Architectural Committee by the owner within thirty days after issuance of the City approval." Failure to do so will result in retraction of Association Architectural approval and structure removal may be required. Please note that the Architectural requirements are generally for visual and property line compliance, while Anaheim code covers structural and equipment installation integrity. Where conflict occurs, the more stringent of the City or Association requirement shall take precedence.

B. Decks:

Decks may extend to the rear of the property line provided:

1. Minimum height of bottom of deck to be 12" above drainage culvert flow line (top of culvert).
2. The deck must have at least one removable access panel, 24"x24" located in the center of the deck over the culvert for maintenance purposes.
3. If the deck is 18" or more above ground level, a safety railing may be required by the city. Unless directed by code, the safety railing and fence shall be no higher than the side fences.
4. If the deck extends over the culvert, the Association will not be responsible for cleaning or drainage remediation.

Galerie Homeowners Association Architectural Committee and Guidelines (Continued)

Fences:

1. Across the rear of the property line shall not exceed 42" in height.
2. Running from the home to the back property line: The maximum height of the fence shall be 72" for a distance of 72" from the home. At this point the fence shall be no higher than 42' until joining with the rear property line fence.
3. Overhead Patio Covers shall be 50% open design. In general, they should not extend more than 66% of the lot depth. Upon design review, the Architectural committee may request written concurrence from neighboring homeowners.
4. Materials of Construction - Fences and decks may be of the following materials: vinyl, stucco, Trex, iron or Trex like materials and wood. Natural woods must be painted using the approved Galerie color palette. If left unpainted, the final aged color must be stained and sealed, and approved by the Architectural Committee prior to construction.
5. Patio lights should be on controllers and not illuminated continuously during late night hours.
6. The removal of a patio fence without replacement is a modification of the building exterior and shall require Architectural approval.
7. The use of trellis, other structures, or plantings to raise the fence height is prohibited.
8. Any violation of, addition, or modification to the plans approved by the Architectural committee and/or City building Department are subject to removal or adjustment to conform to the originally agreed upon plans. The homeowner shall bear the expense of required removal and/or corrective actions required to conform to the approved plans,

Notice of Completion:

1. **Owner shall submit a NOC (Notice of Completion) to the Association no later than ten (10) days after the completion of said improvements. The NOC shall include but not limited to photographs, agency approved plans and/or reports, building permit and final job card signed off by governing agencies.**
2. **Work must commence and be completed within 90 days of architectural approval. If work is not completed the architectural application will become null and void, unless a formal request for an extension has been filed/requested to the Association for approval.**

Galerie Homeowners Association Deck Repair and Replacement

NOTE: "Deck" being referring is those that are part of the actual home construction, not patio decks.

The following shall be the policy of the Galerie HOA regarding the maintenance and replacement of resident's decks.

Typically, there are two sizes of decks found in the Galerie. One is approximately 14' x 14' and the second is approximately 7' x 14'. Both of these are located above the unit's kitchen area.

The HOA is responsible for the maintenance and replacement of these decks. Specific areas of responsibilities are delineated in the CC&R's, section 1.8 (Association Maintenance Areas) dated August 27, 2007.

In conjunction with professional decking contractors, the HOA will determine if a deck requires repair or replacement.-

General guidelines:

1. In the event of replacement, all old decking shall be removed to the floor joists.
2. Stucco shall be removed until viable moisture barrier paper is evident.
3. All deck flashing shall be removed and replaced.
4. The 14'x14' deck shall be sloped and drained via a standard 4"x 6" scupper. The 7'x 14' deck shall be sloped to drain off the back of the unit. No 'floor' drains are allowed on either unit. The deck slope shall conform to City of Anaheim standards and residents should be advised that `ponding` may occur.
5. New decks shall be multi-layered and installed equal to or exceeding the attached "Desert Crete" example.
6. New moisture barrier paper shall be mated to existing paper and a new stucco/paper/wire mesh repair shall be made in accordance with acceptable construction practices. The new stucco shall be troweled to match the existing stucco and painted with the approved Galerie stucco paint color.
7. During deck installation, 'nail pops' may occur in the ceiling below the deck. The HOA will repair these to the best effort available.
8. Prior to deck replacement, residents shall be advised of the potential for construction dust, hammering and other noise. Pictures, lamps, and personal items etc. should be removed from walls and furniture below and near where the repairs are being made to avoid damage. The HOA will not be responsible for personal items damaged during deck repairs or replacement.

Galerie Homeowners Association Painting Policy

In order to maintain the beauty of the Galerie community, the resale value of homes, and to ensure that the HOA provides systematic required maintenance of exterior stucco and wood surfaces, the Board of Directors has established the following painting policy. The BOD will make reasonable efforts to adhere to the painting policy considering the budget, weather, and condition of the surfaces to be painted.

The exterior wood trim and siding of each Galerie unit will be scheduled to be painted every five to six years and the stucco of each Galerie unit will be scheduled to be painted every eight years, if deemed necessary after inspection.

1. Each homeowner will be notified of the painting schedule by mail or posting on each residence prior to the beginning of the work. The notice will minimally include the start date and any specific instructions to the resident/homeowner regarding the washing, preparing, and painting of the exterior surfaces. Specifically, Homeowners should take special care to ensure personal items are removed or covered near areas that could be damaged by spraying, water, or paint, for example: Garage and attic vents. Wood trim and stucco will be painted at different times and different schedules. Galerie units to be painted will be selected by streets, three of nine streets during each painting rotation. The painting rotation will be determined by the BOD.
2. Any shrubs, plants, vines, or other foliage growing, leaning, or crawling on the stucco or wood is the homeowners' responsibility to remove or trim, at the homeowners' expense, prior to painting. Obstructed areas will not be painted.
3. The painting contractors will inspect wood for dry rot and termite damage prior to painting and mark those areas where repair or replacement is needed before painting. Dry rotted or termite damaged wood will not be painted.
4. Homeowners are responsible for repairing or replacing any damaged wood before it will be painted. Once repairs are made the Galerie will ensure the repaired area is painted.
5. The colors for the wood and stucco shall match the color pallet established and approved by the Galerie BOD. An approved color pallet is attached to this policy.
6. Homeowners may have patio covers, benches, fences etc. painted at their own expense by the Galerie painting contractors once the scheduled painting has been completed. Painting of the aforementioned areas is an agreement between the homeowner and the painting contractor and shall not be a Galerie issue in the event of a dispute. Painting of these areas at any other time shall require an Architectural application submitted to the Architectural Committee for approval prior to painting.
7. Any damage to personal property by the painting contractor employees shall be the responsibility of the painting contractor. The Galerie BOD will inspect the roofs of the homes as soon as possible following the painting for damaged, cracked, broken or missing roof tiles.

Galerie Homeowners Association Roofs

The following shall be the policy of the Galerie HOA regarding Roofs. Per the CC&R's, the Galerie HOA is responsible for maintaining the integrity of the roofs in the Galerie community. Periodically, the Galerie Board of Directors (BOD) will ensure the roofs are inspected for the purpose of replacing cracked or broken tiles or make any other necessary repairs to help prevent roof leaks. These inspections shall be completed at the sole discretion of the BOD; however, may be completed following the scheduled six and eight year painting cycles for the Galerie Dwelling Units' exteriors.

Nothing in this policy shall be construed to or suggest that the Galerie HOA can prevent all roofs leaks. In the event of a roof leak, the owner should notify the BOD and the Manager as soon as possible. Once the BOD is notified, the director responsible for roofs will schedule the repairs of the roof as soon as practical. The BOD, at its sole discretion, may select a licensed contractor of its choosing to make the repairs. Any removal of tiles, felt underlayment or plywood by a homeowner or caused by a homeowner must have prior ARC approval. Skylights, vents, tubes, or other protrusions through the roof that are not original construction are the responsibility of the homeowner.

Per the CC&R's Section 9.2 Maintenance Obligations of the Association "The Association shall not be liable for damage to real or personal property in the Community resulting from water which may leak or flow from outside of any Dwelling Unit or from any part of a residential structure, or from any pipes, drains, conduits, appliances, or equipment or from any other place or cause, unless caused by gross negligence of the Association, its officers, the Board or the Manager.

Per Section 1.8 Association Maintenance Areas Association Maintenance Area means (a) the exterior paint on Dwelling Units, (b) the roofs of all Dwelling Units, and (c) with respect to those fences that separate Lots from Common Area, the paint on the side of the fence that faces the Common Area. For the purposes of this Section 1.8, the "Roofs consist of the top tiles, the intermediate felt layment and the plywood sheeting below the layments. All other attachments, supports and connections are not included in the meaning of "roofs". For the purposes of this Section 1.8 "roofs" also includes (i) external decks that are part of the original construction of a Dwelling Unit and located over enclosed, active living areas of a Dwelling Unit (external decks not located over enclosed, active living areas are not "roofs" for the purposes of this Section 1.8) and (ii) the roofs over room additions and enclosures that are constructed pursuant to and in accordance with Association and/or ARC approval and that match original architectural materials and current Association roofing specifications. The Association's responsibility is limited to the foregoing Association Maintenance Areas and Common Area. It is not responsible for maintenance and repair of any other areas or items.

Galerie Homeowners Association Sewers

The following shall be the policy of the Galerie HOA regarding Sewer maintenance and cleaning.

The Galerie HOA shall be responsible for the maintenance and cleaning of sewer lines located in Common Areas of the community. Per the CC&R's Section 9.1 which states in part "Each Owner whose Lot utilizes a sewer system lateral is responsible for the maintenance and repair of that portion of the lateral which exclusively serves his Lot".

For clarification purposes, the Galerie HOA will generally be responsible for the lateral sewer lines that fall within the common areas, i.e. "Streets", and the Owner will be responsible for lateral sewer lines that fall within their Lot, i.e. "Driveway and areas under their Dwelling Unit". This is defined as the inside edge of the cement street water culvert and asphalt street.

Per the CC&R's Section 9.2 Maintenance Obligations of the Association "The Association shall not be liable for damage to real or personal property in the Community resulting from water which may leak or flow from outside of any Dwelling Unit or from any part of a residential structure, or from any pipes, drains, conduits, appliances, or equipment or from any other place or cause, unless caused by gross negligence of the Association, its officers, the Board or the Manager.

In the event a homeowner experiences a sewer blockage or back up, the owner should immediately report the blockage or back up to a Board member or the Manager. Should a homeowner hire their own contractor or plumber to clear, clean, repair or open a sewer line blockage or back up that is determined to be within the Common Area prior to notifying a Board member or the Manager, the invoice must contain clear and convincing evidence that the blockage was within the Galerie HOA's responsibility. Invoices submitted to the BOD may or may not be approved and could take several months for reimbursement if approved. Owners are encouraged to notify a Board member or the Manager prior to contracting with a plumber regarding a blockage or back up of a sewer line.

Galerie Homeowners Association Mailbox Policy

It shall be the policy of the Galerie Homeowners Association (HOA), agreed upon by the Board of Directors (BOD) that mailboxes may be provided to Galerie homeowners upon request.

The Mailboxes shall be installed on a 12" X 15" X 15" concrete pedestal by a Galerie employee or a contractor of the BOD choosing.

Once installed, the mailboxes remain the property of the Galerie HOA and shall be maintained by the HOA.

In the event the mailbox is damaged, broken or become unusable for any reason, the HOA will repair or replace the mailbox, whichever is more prudent, at HOA expense.

At any time, the HOA may choose to change the design of the mailboxes.

It shall be the homeowners' responsibility to report any damaged, broken, or unusable mailboxes to the HOA.

Any mailbox installed by a Homeowner shall require a review and approval by the Architectural Committee. Mailboxes installed by the homeowner, or existing boxes that do not meet the current design approved by the BOD, will remain the homeowners' property and responsibility to maintain.

Galerie Homeowners Association Satellite Dish Policy

MEMORANDUM

To: Galerie Homeowners Association Residents
From: Board of Directors
Date: May 1, 2012
Re: Satellite Dishes & Form

Many owners/residents have installed satellite dishes without obtaining prior Association approval. It is important for the Association to keep accurate records of all homes that have previously installed and for owners that wish to install a satellite dish in the future. Below are the satellite dish guidelines:

Television Antennas and Satellite Dishes

Satellite dishes up to 28" in diameter are allowed with the following conditions:

- Installer is prohibited from walking on the tile roof (an) roof or tile damage will be repaired by the Association and billed to the homeowner).
- Antenna or dishes are not allowed to be mounted on or through the roof tiles.
- Wherever possible, the antenna or dish should be below the roof line, not visible when viewed from the street, and not interfering or obstructing the view of the adjacent neighbors.
- Cables and wiring shall be concealed whenever possible.

Previously Installed Dishes: Owners are asked to submit the enclosed form and write in the month and year that the dish was installed. Please submit the completed form within thirty days or no later than June 1, 2012.

Future Dish Installations: As of May 1, 2012, all owners must first submit a satellite dish application prior to the installation of the satellite dish.

Galerie Clubhouse Reservation Request Form

The use of the Clubhouse, kitchen, decks, restrooms, and grounds are available to resident owners or resident leases for recreational and non-commercial use. The reserver may not charge for the use of the facilities, the sale of food, beverages, or any other commercial items. Reserving these facilities **excludes** the use of the pool, Jacuzzi, and saunas and **does not preclude** the use of these facilities by residents during the reserved period. The reserver will be held solely responsible for violations of posted rules which may result in loss of deposit.

The resident reserving the use of these facilities will be held responsible for all damages to the property resulting from their use during the period reserved.

Inflatable bounce houses requires a liability insurance policy covering the Galerie HOA in the amount of \$1,000,000.

The reserver will be held responsible for turning off all lights, equipment, and fireplace and locking all doors, windows, and gates. Failure to do so will result in the forfeiture of the deposit. **The patio overhead awning must be closed if it becomes windy.**

The front gate cannot be blocked open and must remain closed and locked at all times. A 'Greeter' should be posted at the gate or guests directed to enter the rear entrance through the main clubhouse room.

Initial here: _____.

The interiors of the Clubhouse and Kitchen are NON-SMOKING Areas.

Clean-up of all facilities and removal of event equipment must be completed by 12:00 PM (noon) of the following day. Bring all your own cleaning supplies. The floor shall be damp mopped, all furniture wiped, and kitchen and grill equipment cleaned. Please bring your own trash bags and remove all trash.

Not removing the trash or thoroughly cleaning up will forfeit your deposit. Initial here: _____.

The reserver shall attend all times during guest attendance. Initial here _____.

Total number of guests expected: _____. **Must not exceed 35 guest due to the Occupancy rating of the clubhouse.**

Hours for event use: Sunday through Thursday - 8:00 am – 10:00 pm
Friday and Saturday - 8:00 am – 11:00 pm

NOTE: The use of the pool and spa is not allowed after 10 PM Monday through Friday.

Depending upon other reservations, access may be available several days in advance for event preparation.

Noise levels: Acceptable levels of music and noise are subjective due to type, time of day, and weather conditions. The governing factor will be the surrounding residents' complaints to the security agency, management company, and/or any member of the Board of Directors. Upon the first and second complaint(s), requests will be made to lower the audio levels. If a third complaint is made, the event will be closed immediately.

I have inspected the facilities with the Clubhouse Manager and confirmed the cleanliness, presence, and functionality of all equipment and fixtures. Initial here _____.

There is a non-refundable use fee of \$75.00 per reservation (excluding Association events and no food/beverage business meetings with less than 10 attendees). A deposit of \$250.00 is required to confirm the reservation. This is fully refundable provided all terms and conditions of this reservation are complied with. **Two checks, one for the reservation fee and one for the deposit** must be presented to the clubhouse manager before the clubhouse keys are released, which will be deposited. **Please note your Galerie property address on the memo of the check.**

The property management company will return the deposit based on the findings of the clubhouse manager after the event, rule violations, and any reports filed during the event.

I have read and understand the preceding stipulations and agree to each and all collectively. I state that I am responsible for the conduct, safety, and personal property of all guests and visitors, both invited and uninvited, and I indemnify and hold harmless the Galerie Homeowners Association, Board of Directors, their employees, and sub-contractors.

Print resident's name _____ Sign name _____

Address _____ Telephone number _____

Date of event _____ FOB#s _____

Galerie Homeowners Association Clubhouse Pool/Jacuzzi Recreational Area

Guests in the Recreational area must be escorted at all times by the host Galerie resident who must be at least 14 years. Lending or giving the gate key or FOB to nonresidents is prohibited and may result in confiscation of the resident's gate key or FOB.

The minimum age for anyone to be unsupervised in the Recreational area is 14 years.

Children under the age of 14 years must at all times be accompanied and supervised by a responsible adult while in the pool and spa area.

The maximum number of guests per Galerie household under the age of 14 years is 10 people and the total, maximum number of guests per household 20.

People entering the pool/jacuzzi must wear a bathing suit. Outer clothes or under garments are not acceptable. Children not fully potty trained must wear swim diapers such as "Huggies Little Swimmers" or the equivalent.

The minimum age for anyone to be in the jacuzzi is 6 years.

There shall be no glassware of any kind on the pool/jacuzzi decks.

No Styrofoam articles of any type shall be used in the pool/jacuzzi, as this material will clog the filtering system.

No animals of any kind may be brought into the Clubhouse recreational area.

Loud music or other objectionable behavior may be cause for individuals to be removed from the area and may also include confiscation of the resident's gate key or FOB.

The Pool and Jacuzzi close at 10:00 pm.

Trespassers will be prosecuted upon the first offense.

There is no lifeguard on duty.
Use of the recreational area is at your own risk.

Galerie Homeowners Association Common Area Policy

Common Area means all real Property and Improvements owned by the Galerie Homeowners Association. This area includes all open space, grass, slopes, walkways, patios, buildings and the pool and Spa, including roads and sidewalks.

1. **General Conduct:** All homeowners and tenants have the right to peaceful enjoyment of their respective properties and the common areas. Any activities that are deemed to be a nuisance or offensive as described in Article X of the CC&R's are prohibited. Excessive noise, loud vehicles, amplified speakers, loud or offensive language and disorderly conduct that disturb other homeowners or tenants may be deemed a nuisance by the Board of Directors.
2. **Trash and Signs:** All homeowners and tenants are required to remove any toys, bicycles, equipment etc. from the common area immediately after use. Trash cans must be stored out of view except for 12 hours before the scheduled pick up and 12 hours after the scheduled pick-up time. Real Estate signs advertising the home for sale or rent must be no larger than 20 inches by 26 inches in size. All signs must be of the steel leg push in design. Colonial type signs utilizing a 4" x 4" post or similar design are prohibited due to the potential of damaging underground irrigation and electrical lines. No signs are permitted in the common area (Sec Section 10.4 of the CC&R's).
3. **Commercial and Business Activities:** Garage sales, yard sales and/or any other commercial or business activities are prohibited in the Galerie community and common area.
4. **Use:** Use of the common area that restricts the normal flow of vehicle or pedestrian traffic or creates potential liability for the HOA must have written preapproval from the BOD. Examples of activities are canopies, large parties, Bounce Houses, slides and blocking of parking spaces due to construction or any other activity. Prior to erecting/inflating bounce houses, a copy of We use liability insurance assigning coverage to the Galerie must be on file in the Club House Office.
5. **Animals and Pets:** Animals and pets may not be bred, kept, or raised in the Galerie community for commercial purposes. Household pets may be kept on the lots; however, homeowners and tenants are responsible for cleaning up after their pets in the common area and must keep them on leash and under control at all times. The BOD may limit the number and size of animals. Animals determined to be a nuisance due to noise or damage to another owners' property or the common area must be removed by the owner.
6. **Holiday Decorations:** Holiday decorations must be removed 10 days after the applicable holiday. Christmas decorations must be removed 21 days after Christmas Day.
7. **Common Area Landscaping:** No homeowner or tenant is permitted to plant any tree, shrub, bush, or groundcover in the common area without written permission from the DOD. Anything planted in violation of this policy may be removed at the Homeowners' expense.

Galerie Homeowners Association Enforcement Policy

The Board of Directors has adopted the following procedures and fine policy regarding complaints and violations of the CC&R's. The BOD will not act on any complaint of a violation of the CC&R's unless the complaint is made in writing or made in person at a duly convened HOA Board meeting at which time the complaint will be documented in the minutes, or the complaint is plainly visually obvious from the Common Area. Any other verbal or anonymous complaints will not be considered by the BOD. Email complaints shall not be considered to be complaints in writing.

Once a complaint is received, the Galerie BOD will direct a notice of violation to the homeowner, or tenant and homeowner, advising them of the nature of the complaint and the time limit to rectify the violation. Failure to comply with the request to rectify the violation may result in a "Second Notice" advising the homeowner to comply. If the violation is not resolved after the second notice, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board of Directors.

The Board may determine that a "Notice of Hearing" is appropriate to send to the homeowner instead of a "Second Notice" in some cases when the violation is determined to be of a more serious nature. It is at the discretion of the BOD to determine the severity of the violation. Violations which could be hazardous to the health and safety of individuals or are a violation of Federal, state, or local statutes, or negligent damage to Association property, or situations that present an extreme affront to other Galerie residents may be deemed serious violations.

If the Board determines at the hearing the violation has not been corrected, the Board of Directors may take any or all of the following actions:

- a) Suspend the homeowners voting privileges.
- b) Submit the matter to the Association's legal counsel for further action and legal remedy.
- c) Levy a fine or special assessment or penalty in the amount as outlined below.
- d) Take appropriate action to rectify the violation and seek reimbursement from the violator, homeowner, or resident. The BOD may cause the action to be submitted to Small Claims Court, Collection Services, or any other legal remedy available. The penalty schedule is as follows:

Minor Violations:

First violation: No fine, penalty or assessment.

Second violation (same infraction): \$100.00

Notice of Hearing (same infraction): \$250.00

Severe violations:

\$250.00 per occurrence

While the Board of Directors will not routinely provide the identity of the homeowners alleging violations, it does not guarantee that they will remain anonymous or have any duty to protect the privacy of such complaints. In the case of such complaints that may be difficult to verify, the BOD will make a reasonable effort to investigate and verify the complaint within the limits of the law. Furthermore, the BOD may determine the complaint to be a neighbor-to-neighbor dispute in which case there is no jurisdiction by the Galerie HOA. Any violations of the law should be immediately reported to local authorities.

Galerie Homeowners Association Ethics Policy

The Galerie Homeowners Association Board of Directors adopts the following policy regarding conduct and ethics.

- The Galerie BOD shall conduct themselves in a professional and ethical manner at all times while conducting business on behalf of the Association.
- Members of the BOD will be committed to carrying out the duties and responsibilities of their position in an honest, sincere, and truthful manner.
- Members of the BOD will conduct the business of the Association in accordance with established policies and procedures set forth in the By Laws, CC&R's, and the Policy Manual.
- Members of the BOD will not use their position on the Board for personal gain, accept gifts for favors or votes, or knowingly violate the rules, regulations, or policies of the Association or any other Federal, state, or local statute while performing their duties and exercising their responsibilities.
- Although disagreements and lively discussions may occur, once a decision is made and a motion carried, the BOD will respect the process and support the decision even though they may personally disagree.
- Members of the BOD will bring any potential conflicts of interest to the Board and recuse themselves from any decision making or voting that would or could be perceived as self-serving.
- Members of the BOD will prepare themselves prior to meetings or when conducting business on behalf of the Board so they can make informed decisions that affect the Association.
- Members of the BOD are volunteers and will never accept payment for work performed or take property belonging to the Association and convert it to personal use.
- Members of the BOD are stewards of the Association's assets and will exercise their duties and responsibilities in that capacity taking care to preserve the trust and respect afforded them by the Galerie HOA homeowners.
- Members of the BOD are Trustees of the Association and will do their best to ensure that the Association is well maintained, financially secure, common areas and structures are appropriately attended to, and the overall health of the community is always paramount.
- Members of the BOD will maintain the confidentiality of sensitive information that they are entrusted.
- Members of the BOD will make every effort to resolve problems in the Association in a reasonable manner and in accordance with the CC&R's and policies and procedures established by the Board. Board members are not expected to be screamed at, called names, threatened, have their character questioned or impugned, or be subjected to any other verbal or personal attacks by homeowners, residents, guests, or anyone else in the community while performing their duties and responsibilities.

Galerie Homeowners Association Parking Rules

Policy:

The Galerie's common area parking is a valuable and limited resource for our community. It is the responsibility of the Board of Directors to control its usage, assuring fairness in use, that common area parking is available for residents with more than two qualifying vehicles, guests, vendors, contractors, and/or emergency/temporary use by residents.

Residents can contact our patrol company to obtain a Permanent Sticker for a \$75 OC Patrol processing fee. A Temporary Safe Listing parking pass at no charge can be obtained at PermitMyCar.com and fill out the form. Short term safelist pass (e.g. moving or remodeling) contact the board member in charge of parking. If you do not have internet access, please contact the Board, our Property Management Company, or our Patrol Company for assistance.

The Association's Patrol Company and Property Management Company will monitor and enforce all rules and regulations, with the support of the Community

Parking Availability: All homeowners, residents, vendors, guests, and contractors may use defined common area parking during the day.

Approved Vehicles: Overnight parking (defined as the time between 12 Midnight and 6:00 AM) of passenger vehicles, station wagons, vans, trucks with no larger than 1/2-ton payload capacity, trucks with a camper shell or cab that is the same height as the roof of the truck, and sport utility vehicles rated for noncommercial passenger transportation

Parking Rules and Regulations:

NOTE: All vehicles in violation of the following parking rules are subject to an immediate tow and/or fines at the owner's expense.

1. All vehicles parking in common area parking spaces between Midnight and 6:00 AM must display a current parking permit sticker or Safe List notice issued by the Association's patrol company.
2. Vehicles without a permit in open parking are allowed a maximum of 7 Safe List nights in a 30-day period not to exceed 21 Safe List nights in a 180-day period.
3. To be eligible for a parking permit, a residence must utilize both garage spaces with currently registered, working, drivable, street-legal vehicles. When all available spaces have been utilized, a parking permit may be issued to an extra vehicle/s. All vehicles must be verified as registered to residents of the address applying for the permit.
4. Any exception (e.g. medical) will be considered on a case-by-case basis by the Board of Directors.
5. Street legal motorcycles may be parked in the garage and be considered as vehicles when applying for a parking permit, but they are not eligible to receive a permit. Two or more street-legal motorcycles will only be considered as one vehicle.
6. Parking permits are valid for three years from the date of the announced parking permit program rollout. Parking permit processing fees will not be prorated for latecomers or people leaving the community before the two-year period. Residents needing a permit close to the time of permit issuance may obtain a Safe-List pass to avoid two processing fees in a short period.

Galerie Homeowners Association Parking Rules (Continued)

7. After the initial permit has been issued, any new permit needed due to selling of a vehicle, a new lease, or involvement in an accident will need to be reprocessed and a "processing fee" will apply.
8. Recreational Vehicles are not allowed to be Safe Listed online or be parked on the property. Recreational vehicles are defined as campers, motor homes, trailers, or any vehicle not registered as street legal.
9. NO COMMERCIAL VEHICLES ARE ALLOWED TO BE PARKED ONSITE OVERNIGHT. This includes any trucks with a camper shell or cab shell that extends above the roof of the truck, and vehicles with commercial lettering, ladder racks, toolboxes, tools, construction supplies, or debris within view. Also included are limousines, hearses, retired government service vehicles, and any vehicle converted from its original commercial use. All vans are limited to a 1/2-ton payload capacity. No vehicles with 4 wheels on the rear axle. If you are unsure if your vehicle is allowed, please contact our Patrol company or Property Management company.
10. No vehicle may be parked causing it to hang over or encroach into the street, vehicles parking in a marked parking space must fit completely within that space. They may not extend past that space, into the street or neighboring space. You must park within one space, don't take two spaces.
11. Vehicles are not permitted to park anywhere other than designated parking spaces, which are the areas marked with white lines indicating individual parking spaces.
12. No inoperable vehicles are allowed to be parked or stored in the community. Inoperable is defined as any vehicle that cannot be safely driven on a highway.
13. Vehicles cannot be parked longer than 72 hours in any defined parking space. This also applies to vehicles that have a parking permit. If you need to leave a vehicle for an extended period for any reason, please use the Safe List pass program.
14. Moving a car from one space to another to avoid the 72-hour rule is not allowed. This activity will be a violation and subject to towing at the owner's expense. This will be monitored by our Patrol Company.
15. Vehicles may not have car covers.
16. Vehicles shall not be serviced or maintained anywhere in the community common areas. This does not include washing and cleaning vehicles.
17. Permits are non-transferable and must be affixed properly to the bottom of the exterior of the back window on the driver's side.
18. Vehicles may not back into and park in a parking space between Midnight and 6 AM.
19. All vehicles parked in open parking spaces must display current street legal registration.

Galerie Homeowners Association Parking Rules (Continued)

20. Any authorized vehicle parked in such a way that it is blocking a non-permitted or non-Safe Listed vehicle from being towed will also be towed immediately even if the authorized vehicle has a permit or is Safe Listed.
21. Any vehicle may park in designated parking spaces the night before the city street sweeping day.
22. Any vehicle with a car alarm that repeats an alarm cycle more than 3 times in a 24-hour period may be towed.

Patrol Company Information

OC Patrol

(800) 525-1626 - 24 Hour Dispatch

parking@oc-patrol.com – Safelist, Parking, and Citation Requests

permits@oc-patrol.com – Permit Requests

Galerie Homeowners Association Landscape General Statements

It shall be the policy of the Galerie Homeowners Association (HOA) and agreed upon by the Board of Directors (BOD) that the following shall be the official policy regarding Trees/Shrubs, Irrigation, Drainage, and Landscaping/Lawns.

The Galerie BOD shall assign and direct board members as Landscape Directors to oversee the general community landscape process and work with the landscape contractor to maintain the safety and an aesthetically pleasing community for the Galerie HOA. The BOD may remove or reassign the Landscape Directors at its discretion.

It is recognized that the Galerie community is over 40 years old, and the trees and landscaping no longer reflect the original landscape plan for the community. The landscape policy should be reviewed annually by the BOD for the purpose of reducing expenses related to water usage, tree and shrub trimming, landscape and lawns replacement and maintenance of current irrigation equipment, trees & shrubs, and groundcover. While these issues are important, the

Galerie HOA should keep the community's overall safety and aesthetics as a primary concern. The Galerie BOD will make every effort to ensure drought tolerant planting measures are taken when possible.

TREE & SHRUB POLICY

1. An inventory report regarding the number, types, and health of trees currently located in the Galerie HOA common areas has been developed. This report should be updated every four years and reviewed by the Galerie BOD. The BOD will update this report as trees are removed and/or replaced.
2. It is recognized that the Galerie community is currently over planted, and the trees have ground tall and large causing numerous problems, for example: roots raising sidewalks and streets, invading sewer lines and drains, sap and leaves fill gutters and cause community and personal property damage. For these reasons, the Galerie BOD will take measures to reduce overgrowth by thinning and removing excess trees and shrubs that are dangerous or have a negative impact on the community. The BOD will arrange for an annual review of the Galerie trees and address any trees or shrubs deemed hazardous.
3. The Galerie HOA is aware that the City of Anaheim has a policy regarding tree removal and replacement. The Galerie HOA will cooperate with the city when making decisions regarding tree removal and replacement if it is in the best interest of the Galerie HOA.
4. It shall be the policy of the Galerie HOA that a review must be conducted by the Landscape Directors prior to the removal by any Resident of any plants, shrubs, and/or grass in their front planters or in any common area. This is to assure that all plants meet current aesthetics, and that irrigation is properly addressed during the removal and replanting process.
5. It shall be the policy of the Galerie HOA that no resident shall plant or direct the planting of any trees/shrubs of any kind in a common area of the HOA without specific written approval and permission from the BOD. The BOD may require a homeowner to remove any unauthorized plantings of trees, shrubs, or other vegetation at the owners' expense. If the resident fails to comply and plants unauthorized plantings, the HOA may cause the removal and charge the Homeowner for the expense incurred by the HOA.

Galerie Homeowners Association Landscape General Statements (Continued)

6. Trees within the Homeowners personal area or lot are the responsibility of the Homeowner. Such trees must be maintained to prevent damage to the roofs, neighboring homes, or any common areas, including damage from roots.
7. As a Homeowner, you purchased a home surrounded by many trees. The trees have leaves or needles that fall year-round, many of these will fall into Homeowners' patios, decks, or lots. It will be the responsibility of the resident to remove leaves from their personal area or lot. NOTE: Residents must not blow, sweep, or place any landscape debris or trash in the common areas or streets for any reason.

IRRIGATION POLICY

1. All residents are encouraged to report any signs of over or under watering and any other noted problems seen regarding the HOA irrigation system to the Property Management Company or Landscape Directors as quickly as possible. This is necessary to prevent water waste or landscape damage.
2. HOA Members shall not remove or modify any existing HOA irrigation system in any manner. The HOA will not increase or decrease the amount of water being supplied to any modified planter unless the system is faulty.
3. Although Homeowners may not modify the HOA irrigation system in any manner, they may upon prior approval of the Landscape Directors install a new and separate irrigation system using their own water supply. To do this, the Homeowner must complete and submit the "PERMIT TO INSTALL PERSONAL PLANTS AND/OR IRRIGATION BY HOMEOWNERS" form and request the Landscape Directors' review before proceeding. NOTE: Homeowners or Residents must not modify, disconnect, or connect anything to or from the HOA irrigation system for any reason without prior approval from the Landscape director.

LANDSCAPE POLICY

1. If a Homeowner wishes to maintain their personal planters, they must complete the "PERMIT TO INSTALL PERSONAL PLANTS AND/OR IRRIGATION BY HOMEOWNERS" form to obtain a "marker". This "marker" must be placed in the planters that they agree to take full responsibility for maintaining. The form must be given to the Landscape Director for review prior to proceeding. It will be the responsibility of the Landscape Directors to respond to the Homeowner within 30 days after the form has been submitted. It will also be the Homeowner's responsibility to assure the "marker" remains in place and is easily visible. The HOA will not be responsible for any damage to the Homeowner's personal landscape for any reason or cause.
2. Residents must not interfere with the landscape workers while they are working. They are on a tight schedule and must be allowed to complete their assigned and scheduled work. If you have any questions or concerns, you should contact the Property Management Company or the Landscape Directors.
3. Residents must not request "special work" paid for by the HOA to be performed by the contracted landscape workers, either during normal hours, lunchtimes, or weekends.
4. Residents shall not sweep, blow, or place trash or debris from their property into or on the common areas or streets. Doing so distracts from the aesthetics of the Galerie, consumes landscape contracted time, and may result in a violation being issued.

Galerie Homeowners Association Landscape General Statements (Continued)

5. Residents must avoid damaging any part of the lawn areas, landscape, slopes, or irrigation system during normal or special occasion use.

HILLSIDE SLOPES

The Galerie hillside slopes are landscaped to prevent erosion and to add to the aesthetics of the community. The slopes should never be used for play or any other activity. Any damage caused by unauthorized activity to the hillside slopes' landscape or irrigation caused by a resident or their guest will result in the homeowner being billed for the full amount of the necessary repairs and/or replanting.

DRAINAGE SYSTEM POLICY

1. Residents shall not alter, remove, or modify any part of the HOA drainage system in any manner.
2. Residents may not place landscaping, landscaping materials, or anything else that might block water flow in the drainage V-ditches.
3. Galerie Homeowners that have patios or decks over drainage V-ditches are required to keep them clear of debris and standing water.
4. Any patio or deck installed over a V-ditch, drainage system or irrigation system must be at least 12" above the V-ditch's highest point and have at least one 2'x2' removal access panel directly over the V-ditch and/or irrigation system component.

Definitions:

Homeowner: Legal owner of home

Resident: Person living in the home (may be homeowner, renter, guest, extended family, etc)

Marker: Means used to identify planters for which the Homeowner is taking full responsibility

Common Area: Land that is a part of the HOA as a whole, such as greenbelts

Irrigation System: Includes drip systems, sprinkler systems, all piping/tubing and control valves

V-ditch: Cement channels behind homes and on slopes for water drainage

Lot: Land that is in each homeowner's property boundary.

Galerie Homeowners Association Permit to Install Personal Plants and/or Irrigation by Homeowners

Completing this form transfers the responsibility for maintenance of personal planter(s) to the Homeowner. The Homeowner must contact the Landscape Directors before proceeding with any work. A Marker will be given to the Homeowner upon completion and review by the Landscape Directors. This Marker must be placed in a prominent view to allow the landscape crew easy visibility. This method will allow the landscape workers to recognize which planters you are taking full responsibility to maintain at the same level as the HOA landscape. It will be your responsibility to assure the Marker remains in place and easily visible.

NOTE: You must properly maintain any planter you have requested to take responsibility for to meet the quality of the HOA landscape. If you do not, this permit will be revoked.

The following must be completed:

Homeowner and location information:

Name: _____

Address: _____

Phone#: _____

Email (optional): _____

Location of Planters: Please initial the location(s) of the planter(s) for which you are taking responsibility:

Front Left: _____ Front Right: _____ Side: _____ Back: _____

Front Shared with Neighbor: _____

Note: The HOA will not increase or decrease the current amount of water supplied to any planter. The HOA will disconnect or shut off the water if the homeowner wishes to install their own irrigation system.

Do you wish to take responsibility for irrigation? YES: _____ NO: _____

Please note: By signing below, you are agreeing that you are taking full responsibility for the planter(s) checked above. Once signed, the HOA has no responsibility for maintaining or replacing any plants in these planters for any reason or cause.

Signature of Homeowner: _____ Date: _____

Printed Name of Homeowner: _____

Director reviewing and approving request: _____

Date Completed and Filed: _____

Galerie Homeowners Association Insect and Animal Pest Control

The following is the official policy of the Galerie Homeowners Association (HOA), agreed upon by the Board of Directors (BOD) regarding insect and animal pest control. To summarize, the policy of the Galerie HOA is that we will only address pest control when it is an issue that becomes an infestation or possible health issue. If it is found that the Residents' actions are causing an infestation, they will be asked to take corrective action and may be fined if they fail to do so.

The Galerie Community is in a Rural area, surrounded by other HOAs and a Nature Center. It is recognized that the Galerie has always had and will continue to have insects and animals that may be considered pests. It is also recognized the HOA may need to address an insect or animal concern in the common areas when and if it becomes an infestation. An infestation is the presence of an unusually large number of insects or animals in a given area, typically so as to cause major damage, possible disease, or harm.

Please contact the HOA when you see presence of animals or insects that appear to impact multiple residences or to be spread throughout the community.

Insects included: All ground, underground, air, tree, and landscape insects. NOTE: All underground and above ground termites are the Homeowner's responsibility.

Animals included: All mammals and reptiles, including Resident's dogs, cats, or other pets. The Galerie BOD will assign and direct a board member as Pest Director. This Director will monitor, respond, and address all pest concerns reported to the HOA. The BOD may remove or reassign the Pest Director at its discretion.

INSECTS

1. It is the policy of the HOA that it is not responsible for addressing any insect concern unless it is considered an infestation or a possible health issue. Possible exceptions – Mosquitoes, bees, wasps, and fire ants when located in a common area.
2. Homeowners that have built decks or patios over a drainage or v-ditch have the responsibility of maintaining them in a manner to prevent insect infestations, such as mosquitoes. If an infestation occurs, they must clean or clear the v- ditch and may want to call OC Vector Control at (714) 961-7100.
3. It is the policy of the HOA that it is not responsible for and will not address any insect within the Homeowner's lot or home. NOTE: If a Homeowner has extended their living area into any common area, they will also be responsible for maintaining that area.
4. It is the policy of the HOA that a certified arborist will determine when a tree becomes infested. The BOD will take corrective action based on the certified arborist's recommendation.
5. Homeowners are responsible for adopting an inspection and preventative program with regard to wood-destroying pests and other organisms with respect to the Homeowner's lot and the improvements thereon. (CC&Rs – Page 21 Item. 9.1).

Galerie Homeowners Association Insect and Animal Pest Control (Continued)

ANIMALS

1. It is the policy of the HOA that it is not responsible for animals or reptiles that are often seen within the Galerie, including dogs and cats. If an individual has a problem or concern regarding any animal or reptile, they should call OC Animal Control – (714) 935-6848.
2. Rats & mice – All Residents should avoid leaving food or the like in their personal areas. Doing so can attract rats and mice. Reported sighting in a common area will be monitored to determine if there is an infestation and appropriate action will be taken by the Board. NOTE: Residents should recognize that rodents will climb vines and trees near their home to access the attics and roofs.
3. Gophers, moles, and voles – occasional activity in the common areas is normal and will only be addressed if there is evidence of an infestation. This is due to the high cost of eliminating these pests and is most likely a temporary invasion.
4. Rabbits – are very problematic and can cause much damage to our lawns and landscape. There is no cost-efficient way to control or eliminate rabbits at this time due to the area we live.

Galerie Homeowners Association Official Board Meeting Rules

Homeowners' Forum

At the beginning of each regular monthly meeting of the Board of Directors, any owners present will have the opportunity to briefly inform the Board of issues they have observed, conditions that exist, or other matters which may require Board attention. Each owner may:

- Speak for up to three minutes, during which time Directors will listen and take notes. This time limit is necessary to provide all members a fair opportunity to speak, and to permit the Board to commence its agenda. Owners exceeding this time limit may be asked to yield the floor to the next owner wishing to provide comments.
- Not interrupt others during their time to speak at Homeowners' Forum.
- Not engage any or all of the Directors or Management in a discussion. Homeowners' Forum is for presenting issues; it is not a question and answer period.
- Not use threatening or offensive speech, shout or use vile words. These are never helpful and will not be tolerated. If such conduct happens, the owner will first be warned to cease such language. If the warning is not heeded, unruly or disruptive person(s) may be asked to leave the meeting upon a vote of the majority of Board members present. This applies not only to Homeowners' Forum, but also to anyone who interferes with the progress of the Regular Session.
- Once the Homeowners' Forum section of the meeting is closed; it is the Board's turn to conduct business without interruption. The exceptions to this rule are either when Committee reports are provided by non-Board members or when such outside input is authorized by a majority of the Board members present.

Board Meeting – Regular Session

Once Homeowners' Forum is closed, the Board will conduct business as set forth on an agenda which is posted on the bulletin board at the main pool at least four days prior to the meeting.

Board members shall:

- Not interrupt owners during Homeowners' Forum. Follow-up questions seeking additional information may be posed only after the owner has completed their three-minute presentation.
- Review the Board packet in advance of the meeting.
- Be ready to discuss and vote on all items on the agenda. Except regarding unforeseen emergency issues which arise occasionally, only matters listed on the pre-posted agenda shall be discussed and decided at the meeting.
- Keep on topic.
- Move the meeting in an orderly manner through the agenda.
- Not use threatening or offensive speech, shout or use vile words.

Galerie Homeowners Association Official Board Meeting Rules (Continued)

Board Meeting – Executive Session

All of the above guidelines apply to Executive Session of the meeting. Topics discussed in Executive Session include contract formation, litigation, discipline, and foreclosure and personnel matters. Unless summoned to a hearing at Executive Session, owners are not present during Executive Session.

Hearing Procedures

- Owners have 10 minutes to address the Board and to respond to the violation in question.
- The Board will listen, take notes, and ask relevant questions.
- The owner will then be dismissed.
- After the owner has been dismissed; the Board will make a determination as to what action, if any, will be taken. The owner will be notified of the results of the Hearing within 10 days.
- An may submit a request to allow their legal counsel to be present, however the Board need not allow the attendance. If the Board approves the attendance of the owner's legal counsel, the Association's legal counsel shall be present as well.
- An owner may submit a request in writing to reschedule the Hearing. The request shall include the reason for the request. The Board may consider the request; however, it need not approve the request and the Hearing may proceed as scheduled.
- The owner may submit a request to allow a tenant to be present at Hearing without the owner present, however the Board need not allow the attendance.