

CARNELIAN WOODS TOWNHOUSE ASSOCIATION

RULES, REGULATIONS AND FINES

INTRODUCTION

The following rules and regulations have been adopted by the Board of Directors of the Carnelian Woods Townhouse Association (CWTA) in accordance with the CC&R's and By-Laws of the Association. Their intent is for the protection of all buildings and other common area facilities and the consideration and safety of others, compliance from all who own or visit here is expected. It shall be the responsibility of homeowners to see that all tenants, guests and other persons inhabiting their townhouse are informed of, and comply with, the Rules and Regulations of the Association. Owners are reminded as stipulated in the CC&Rs, section 7.6, of their responsibilities regarding tenants.

These Rules and Regulations do not replace the CC&R's or By-Laws which are the primary governing documents of the Association. In the case of conflict between the wordings of these documents, the CC&R's and By-Laws will prevail. The authority to create and enforce these rules are listed in the By-Laws, Article VII, Section 1, (a).

The Rules and Regulations may be modified, repealed, or amended at any time by the Board of Directors.

Although we have penalties for the violations of the attached rules and regulations, these are reserved for behavior where less formal, but good faith, communication by the Association to members is ignored.

For any questions about the rules and procedures contained or not contained in this document, please call the Association office at (530) 546-5077.

GENERAL RULES

Any damage to buildings, grounds or other common areas or to equipment by any owner, owner's family member, guest, tenant or pet shall be repaired or replaced at the expense of the unit owner. Unit owners are fully responsible for the actions of their family members, guests, tenants and any pets, and shall be held accountable for any damage done to the common area or property of the Association.

All townhouse units shall be used for residential purposes only. No noxious, offensive or illegal activity shall be carried on within any townhouse unit nor shall anything be done which may be or become an annoyance to the neighborhood.

Snow removal from the roads, parking lots and pathways is a difficult job at best. Every effort will be made to provide prompt and efficient snow removal from these areas but understanding and patience from those in residence is required. Please give snow removal equipment the right of way.

No one but agents of/or staff shall cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any tree, plant or other vegetation, living or dead, on the common area or areas adjacent to units. Unauthorized removal or cutting anywhere on the property shall be cause for a fine of \$1000.00 per inch of diameter of the tree measured one foot from ground level. These fines shall be immediate and shall be excepted from a warning letter. In addition, any and all fines leveled by TRPA and/or any other agency shall be attached and, in addition to, the fine standard.

VEHICLES AND PARKING (CC&Rs -7.3)

Any vehicle entering Carnelian Wood premises is subject to its parking regulations and snow removal procedures.

All vehicles must display an owner's parking permit or temporary parking permit.

No vehicle, boat, boat trailer, truck, trailer or RV larger than nine feet wide by twenty feet long may occupy any designated parking space. No residence in any vehicle may take place on the properties of Carnelian Woods. A boat and trailer parking area for units not wider than nine feet and not longer than twenty-five feet is available at the end of Silver Pine Drive from May 1 to November 1. Residence trailers and RV units are not allowed in the boat storage area. A permit must be issued for units parked in the boat, boat trailer area. All stored boats must be on trailers; call the Manager's office at (530) 546-5077. No long-term or winter storage of any vehicle is permitted anywhere on the premises.

Inoperable, unregistered, or vehicles with flat tires, etc., are not allowed on the premises. Repairs, tune-ups and oil/fluid exchanges are prohibited.

Vehicles leaking oils and fluids on the premises must be removed immediately and must be properly cleaned up after by vehicle's owner.

Please move your vehicle as soon as possible during snow removal from an unplowed area to a plowed area. This facilitates removal of snow from all parking areas, helps to prevent the build up of dangerous ice conditions, provides more parking spaces and a safer parking area. No vehicle may be left during snow removal periods for more than 24 hours without permission from the Project Manager or staff.

No commercial vehicles and/or equipment are allowed at Carnelian Woods when not working on a specific unit or common area project. To remain on-site after working hours, these vehicles must have approval from the project manager.

Vehicles must be moved every twenty-four hours in the winter months (November 1 to April 1) and moved every seventy-two hours in the remainder months.

Parking spaces in unit lots are not specifically assigned to units. Homeowners and guests need to recognize that space is limited, particularly in the heavy seasons. A maximum of two spaces per unit may not be a factor in the off-season, but in-season, this may result in a homeowners or guest not having a readily available parking space. The project manager and staff shall, through the security provisions, judge and determine when more than one space per unit parking is acceptable in specific lots. Only with express permission, and direction of placement, of the project manager, are more than two vehicles per unit parking allowed.

Enforcement of vehicle parking rules will be as follows for excess vehicles or vehicles not displaying proper parking permits:

First offense	warning citation
Second offense	fine of \$10.00
Third offense	fine of \$20.00 and notice of intent to tow and remove
After third offense	fine of \$20.00 per day, plus any charges for towing, storage fees and related expenses to removing the vehicle(s) from the common area.

Offense periods shall take place annually, in conjunction with the fiscal year, Oct. 1-Sep. 30

Homeowners are reminded of section 7.6 of the CC&Rs as to their responsibility for the actions of their renters and/or guests.

PETS

All county ordinances pertaining to leash laws, proper disposal of waste, noise, nuisance, etc., shall be in effect.

Pets are not to run loose. They must be kept on a leash at all times.

Pet wastes must be collected and disposed of by the pet owner.

Animals disturbing the peace will be cause to notify Placer Animal Control or the Sheriff's Department.

It is not permissible to tie up or feed pets in the common area.

Owners are responsible for all damage caused by their pets to common area and the property of others.

POOL, SPAS, TENNIS COURTS, PAR COURSE, ETC.

During their occupancy, leaseholders, renters and guests shall take the place of owners when using common areas and facilities.

Carnelian Woods recreational amenities are for the use of Carnelian Woods owners, their family members and casual guests, lawful tenants and renters only. Owner guests may use the facilities only when accompanied by that owner. A key is required for entry to all gated facilities. Be prepared to prove your "residency" at all times.

Rules pertaining to the use of each of the facilities, where applicable, are posted on the gate of that facility. Compliance with the posted rules is expected.

Persons using the facilities do so at their own risk.

The swimming pool is open in the summer months only, from Memorial Day weekend through the Sunday following Labor Day or per authority granted by the board. The pool will be open daily from 10am until 7pm except on days characterized by inclement weather or low temperatures. No lifeguard on duty.

The spas are open year 'round; daily from noon to 9:30 pm during the high seasons (summer and winter) and Saturdays only during the shoulder season (spring and fall).

The tennis courts are for the playing of tennis only. No pets, no glass, no bikes, no skates or skateboards are allowed. Proper tennis attire is required. The courts are closed during the winter months.

Please keep only leashed dogs and no bicycles on the par course.

Recreational equipment-tennis racquets and balls, horseshoes, basketball, volleyball-are available for use at no charge at the lodge. See staff on duty to check out equipment.

STORAGE, PERSONAL PROPERTY AND DECKS

Nothing is to be stored in the common area or under the townhouses.

The Association is not responsible for anything left in the common area. Anything left unattended for twenty-four hours will be removed and discarded by staff.

Nothing may be stored on decks or entries that may pose a health, safety or fire hazard.

Each owner shall keep his/her unit and any exclusive common area appurtenant to the unit in good condition in accordance with the governing documents. No owner shall throw or permit to be thrown any substance from windows, balconies, decks or door of his/her unit. Additionally, no towels, clothing or related objects shall be hung or draped over any porches or deck railings. No items shall be stored on decks except for deck furniture, barbeques and appurtenant items when the unit is not occupied.

LODGE AND BARBEQUE FACILITY USE

The Lodge (aka Recreation Center or Clubhouse) is open daily from 9 am to 9 pm in-season (summer and winter) and 9 am to 5 pm off season (spring and fall). It is closed Christmas day and closes at 6 pm on New Year's Eve.

No organized meals are allowed in the Lodge building except as permitted by the Board of Directors.

The barbeque deck and kitchen may be reserved for private use during the summer months only. Except for those portions of the building, the Lodge may not be reserved or used for any private function. It is a common area building and must remain available to all, except as authorized by the Board of Directors.

Barbeque reservation is on a first-come, first-served basis. Call the Association Office at (530) 546-5077 to make a reservation or get additional information.

A single-use fee of \$100.00 and a damage deposit of \$200.00 will be charged to non-owners and collected prior to any use of the barbeque facilities.

Those attending the function must be staying at Carnelian Woods.

Group size is limited to 40.

No fund raisers, religious or charitable groups permitted in the common area.

If the weather is inclement, the function is to be cancelled, not brought indoors.

Carnelian Woods provides facilities only; no plates, utensils, glassware, or silverware provided. Neither is charcoal, lighter fluid or grill tools.

HOLIDAY DECORATIONS, FLAGS

The display of properly and safely mounted flags and seasonal decorations is permitted except for holiday lights or other electrical devices, which are not permitted. Seasonal decorations are to be removed within a reasonable time following the holiday celebrated.

No items other than unit identification plaques, flag standards and approved satellite dishes shall be attached to unit exteriors.

Proper disposal of Christmas trees is required. Christmas trees shall be cut up and placed in dumpsters.

No “for sale” signs or “for lease/rent” signs are permitted outside of units or on the common area. For sale, lease/rent signs shall be placed in unit windows and shall be no more than 18” by 24’ in size. A maximum of two per unit is allowed.

QUIET HOURS AND CONTRACTORS (CC&Rs-7.28)

Quiet hours are from 11 pm to 8 am. Please be considerate of others when playing radios, stereo systems, televisions or when having social gatherings.

Any noise that would significantly disturb other owners, renters or guests quiet enjoyment of Carnelian Woods is prohibited. This includes, but is not limited to, loud parties, yelling, honking horn, door slamming, barking dogs, amplified music, televisions or sound from units, unit decks or the common area.

Appliances such as dishwashers, clothes washers and dryers, garbage disposals, whirlpool baths, hair dryers and the like should not be used between 11 pm and 8 am.

Motorized model airplanes, model helicopters or remote controlled toys or other vehicles in the common area are prohibited

Contractors shall conduct their work activities during normal working hours and days of the week. Working hours shall be 8 am to 5 pm. Complete and continuous clean-up is mandatory. Contractors are to keep pathways clear and open at all times and provide their own trash removal and disposal process. Project dumpsters shall not be used.

Homeowners are reminded that the CC&R’s state that homeowners shall seek the approval of the Architectural Committee and/or Board prior to exterior additions or changes and any interior changes reflecting the unit structure or significant mechanical changes including but not limited to fireplaces.

Renovation guidelines, forms and procedures are available from the Carnelian Woods office and must be followed. It is the homeowners responsibility to obtain CWTA approvals, and all Placer County and TRPA (if necessary) permits. A copy of all permits

and approvals must be filed in the office of CWTA prior to commencing any work or demolition. The homeowners and the homeowner's contractor must comply with all conditions of such permits in a prompt and expeditious manner. Completion time lines shall be instituted by CWTA and all contractors and sub-contractors must file appropriate liability and workers compensation certificates prior to constructing and/or placement of materials and equipment. Depending on the project extension and scope, fees may be attached to unit projects for verifications, and inspections.

No building materials shall be stored at building exteriors. Interior materials preparation shall be performed inside units where possible.

No dogs allowed by workers.

Vehicles shall be parked on paved areas per approval of the project manager.

Contractors must use private dumpsters but placement and length of placement must be approved by the project manager. During the daytime snow, snow removal must be done by the contractor to prevent ice build up.

ARCHITECTURAL CONTROL

Homeowners are governed by the procedures set forth in the OWNERS SUPPLEMENT for guidelines regarding changes to the exterior and interior of units. Owners are cautioned to follow the guidelines which may have the violations of such enforced by the rules.

CHIMNEYS AND FIREPLACES

As described in the **OWNERS SUPPLEMENT** and enforced by these rules, owners shall cause a chimney flue and fireplace inspection and sweeping, if necessary, to be performed on their units annually by a professional chimney sweep. These services may/will be ordered by the Association for unit owners. However, unit owners may conduct their own professional service for their convenience. Owners will be charged for the annual chimney flue and fireplace inspection performed by the contractor engaged by Association. Owners who chose to obtain their own inspection must submit to the Association a "certificate of inspection" performed by a professional service annually. The annual period shall coincide with the fiscal year of the Association, October 1 to September 30. Units whose fireplace units have been converted to an approved county of Placer "closed gas fireplace unit" are exempt from this annual inspection.

MISCELLANEOUS

Trash and garbage shall be placed inside the dumpsters provided; not on, or in front of, but in the dumpsters. The chain on the dumpster's lid must be re-hooked after every use to deter bears and other scavengers. In the event the dumpster is unavailable for use,

either due to being overfilled or covered with snow, please dump your trash at a later time; do not place on or around dumpster. Arrangements for the removal of bulky items such as mattresses, furniture, appliances (especially refrigerators), old carpeting, construction materials, etc. must be made with Tahoe-Truckee-Sierra Disposal Co. At (530) 583- 0148. Owners are responsible for proper disposal of all trash; it is not the responsibility of staff.

No hot ashes are to be placed in dumpsters.

Snow removal from the paths is a very difficult task. Please do not make this worse by playing or sledding on the pathways and packing the snow even more.

Only gas or electric barbeque grills with lids are allowed. The use of charcoal or wood fuel-type grills is prohibited.

Fireworks of any kind are prohibited on Carnelian Woods property or property of homeowners.

Hoses must be disconnected from exterior faucets prior to winter by the respective owner. It is not the responsibility of staff. Any freeze or burst of any outside faucet from failure to remove the hose shall be the responsibility of the owner. The hose must be stored from view at all times when not in use.

Snow mobiles, motorbikes and ATV's are not permitted to operate anywhere on the premises. No "off-road" use of the premises is permitted by any vehicle including mountain bikes.

Speed limits in parking area and lots is 5 mph. The maximum speed limit anywhere else on the property is 25 mph.

ENFORCEMENT AND FINES

The Association has a history of and will make every good faith effort to handle reports of misconduct and violations by Owners, renters and guests as informally and as quickly as possible. This will be handled by the Association (either the Project Manager or a Board Member) making the best efforts to contact the Owner and/or renter whose family or guests were alleged to have caused the problem (and also the parties who originated the complaint). This contact will take place in person or by telephone. The conversation will describe the event or infraction as reported, who was involved, why it was an infraction, etc. If it is not possible to handle the infraction by these methods, the Association will do it by e-mail or letter. The owner and/or parties who were alleged to cause the problem will be given every opportunity to explain the circumstances and respond in a reasonable time. All owners must recognize that they are responsible for the behavior and conduct of their guests and/or tenants and any fines therein shall be applied to unit owners.

The Board determines whether a penalty is to be imposed, and what that penalty will be in the event of a rules infraction. Owners, renters and guests are referred to the By-Laws, Article VII, Section 1, (a). for the authority to impose such fines.

In the event of a breach or violation of any of the Rules by any person, the Board, for and on behalf of the Association and all other Owners, may enforce compliance with the Rules, CC&R's and By-laws through the use of such remedies as are deemed appropriate by the Board, including, but not limited to the following:

- (a) Suspension of Rights. The Board may suspend the right to use the Recreation facilities.
- (b) Fines. Fines are enforceable by lien and/or foreclosure. The following shall be deemed a reasonable fine schedule:

Maximum	Minimum
(1) First violation: Warning letter(except where trees and plants are involved)	
(2) Second violation:	\$50.00
(3) Third Violation:	\$100.00
(4) Fourth Violation:	\$250.00

Payment of fines, legal fees, clean-up, repairs, etc. shall be invoiced to the owner. Non-payment or late payment shall be treated in a like manner as a late payment of monthly Association dues.

OWNERS SUPPLEMENT

This owners supplement may change from time to time as protocols evolve. However, as submitted, this OWNERS SUPPLEMENT shall be governed and enforced by the rules and regulations of the Association. Where any rules and regulation comes in conflict with the CC&Rs, and By-Laws, The CC&Rs and By-Laws will prevail.

ARCHITECTURAL CONTROL

Nothing shall be done to the exterior of the buildings or in the common area without permission from the Board of Directors through its Architectural Control Committee. Any request for a change, addition modification, etc. shall include a written description and a diagram of the proposed changes, and must be signed and submitted to the Committee by the unit owner. No work, including demolition, shall commence until the owner secures all the necessary approvals, engineering, where required, and permits. Any infraction thereof shall be cause for review and action of the ACC Chair and Board of Directors for corrective action. Forms and additional information are available from the Association office at (530)546-5077

Listed below are some items which will require Board approval. Also listed are owner improvements which will not require approval

Requires approval and may require a Placer County Building Permit

All exterior penetrations or modifications including decks, doors and windows.
 Interior structural changes not limited to reconstructions or elimination of walls or partitions.
 Electrical wiring changes and alterations.
 Extensive unit remodeling
 Fireplace modifications, including wall surround coverings.
 Changes of appliances, requiring new wiring, gas or exterior surface penetrations
 Installations of satellite dishes

Does not require approval:

Floor covering changes
 Window coverings
 Painting or staining of interior walls, ceilings or partitions.
 Repair or replacement of appliances
 Repair or replacement of plumbing fixtures
 Repair or replacement of electrical fixtures
 Decorating items.

The CC&Rs state that no modification or addition to the exterior of any building or common area is permitted without approval of the Board. This shall include, but not be limited to, plants and planter boxes from unit decks and windows, planting of flowers and other plants in the common area, rearrangement of rocks or any landscaping in the common area, installation of any type of carpeting on the decks and entries, painting or staining of decks and entries, hanging of bird feeders, wind socks, wind chimes, and the like. No storage is permitted under or around the townhouses.

A nameplate may be affixed to the exterior of a townhouse but should match other nameplates on the project as to materials and design and should be located either above the entry, hanging from it, or under the porch light by the house numbers.

Owners may install a storm door or screen door to the exterior of their front door as long as the door is anodized bronze in color. Front doors may be replaced with styles that have glass in them for additional interior light. Contact the Association office for approved styles and details. All exterior doors shall match in color and finish the standard offered by the Association.

The wooden rail caps on the rear decks may be removed and replaced with a ¼” steel trim cap that is three inches wide to complete the finish. Code height from the deck surface must be maintained.

OWNERS RESPONSIBILITIES

The townhouse owner shall, and at his/her own expense, be responsible for the maintenance and repair to all plumbing and drainage systems connected to and servicing the townhouse. This responsibility shall include the incoming water line from the water meter and the drain line until it reaches the sewer main. This includes the operation and maintenance of the water shutoff and drain valves in the interior of the townhouse. The Association has no responsibility to maintain, service or repair at its expense any townhouse related problem.

The townhouse owner is likewise responsible for the protection of the plumbing system, including heat tape operation and replacement, if needed; repair to any burst or broken pipes caused by freezing or other cause; repair to the plumbing box and unit underside of any damage caused any burst or broken pipes; and for any damage to the interior or exterior of the townhouse. Maintenance of the plumbing box shall be the responsibility of the Association unless related deterioration of the box unit is caused by the interior plumbing or other problems.

The other utility services are likewise governed by the same provisions wherein the homeowner is responsible for all maintenance and repair of lines to the meter or service connection.

The townhouse owner is responsible for all repairs to the interior of his/her unit. The Carnelian Woods maintenance staff offers limited interior maintenance repair service on

a time-available and skills and knowledge basis at nominal rates established by the Board of Directors (currently \$50/hr with a \$25 minimum). It is the prerogative of the maintenance staff to accept or not accept any requested interior work. Any service request requiring entry into a unit will incur a charge to be paid to the Association by the requesting party (owner or agent). The maintenance staff shall not be required to do any furniture or appliance moving or placement. The issuing and retrieval of unit keys, deliveries or other services shall be charged according to the "rate per activity" schedule at the Association office.

Any after-hour (5pm) emergency service call performed by maintenance staff will be paid directly to that employees from the requesting party at rates established by the board of directors (currently \$50, \$75 after 9pm). Fees imposed for such emergency work shall include providing replacements for lost or forgotten keys.

Each year in the fall, at the direction of the Board of Directors, the maintenance staff shall perform, or cause to be performed, a series of pre-winter services to each townhouse at minimal expense to the owner that includes the following: Chimney sweeping, furnace filter replacement, thermostat setting and checking of furnace operation, smoke alarm battery testing and/or replacement, fire extinguisher testing, servicing, or replacement, setting of heat tape thermostat. Whereas the Association performs this duty once a year, it is the responsibility of the owner to maintain these systems at all other times of the year.

Chimney flue inspection and sweeping, if necessary, shall be performed annually on every townhouse by a professional chimney sweep and paid by the Association charged to the homeowner. However, the townhouse owner is also responsible for the continued safe operation of fireplace appurtenances such as screens and glass doors, firebricks, metal side panels, grates, fuel supplies, etc. If any deficiency is found during the annual inspection, owner and rental agent will be notified. If deemed a safety hazard, the Association's Project Manager is empowered to place a sign on the fireplace prohibiting its use until repairs have been made. After 30 days, if corrections are not made or arranged to be made the Project Manager shall/may arrange to have the repair made and charged to owner. Should the owner refuse repairs or not be in good standing with the Association, the project manager may temporarily seal the fireplace unit.

All townhouse light bulbs that are controlled by switches within the townhouse, including porch and entry lights, are the responsibility of the owner for replacement. The Association is responsible for the exterior fixtures only, not the bulbs or their replacement.

Carnelian Woods maintains a master key system throughout the townhouses for the ease and efficiency of performing interior maintenance services both routine and emergency. Delays in retrieving keys for units not under the master key system can cause major delays to prompt action and be cause for extended damages to units. Homeowners are strongly encouraged to remain in the master key system. Owners are responsible for coordinating any rekeying through the Association office. Owners are likewise

responsible for any costs incurred for rekeying their unit for any reason. Copies of unit entry keys may be secured at the Association office.

Any interior fumigation work for the purpose of ridding the townhouse of ants, mice, squirrels, birds, bats, or other pests will be the responsibility of the homeowners and not the Association. Any damage and /or entrance to the townhouse exterior as a result of such infestation (bird holes, for example) will be the responsibility of the Association. All fumigation actions shall be cause to notify the Association office.

The association expressly forbids the installation of any wire or cable (electric, telephone, TV, internet cable, or similar) or plumbing line(gas or other, for example) on any exterior wall of any townhouse or any penetration of the exterior wall. Any owner desiring any additional service requiring additional wire, cable, or plumbing line installation is responsible for developing an alternative that does not violate this rule.

No correction of any earth/wood contact condition shall be performed or paid for by the Association to facilitate the sale of a townhouse. The responsibility for all such costs shall be the owners.

Any hump or squeak in any interior floor that the owners wishes to remove shall be done at the sole expense of the owner except in cases of damage to the unit's structural integrity from some natural cause that would result in such a condition.

All contractors and service contractors shall possess and submit proper liability insurance coverage for townhouse or Association work. Where applicable, coverage for workers compensation shall be submitted before any work. Levels of coverage are available at the Association office. Home owners are encouraged to carry their own liability coverage.

INSURANCE

The Association is not responsible for maintaining any insurance coverage for the interior walls, floors, staircases, fixtures furniture, appliances, personal belongings, or liability of any townhouse but it is the responsibility of the owner. Likewise, it is the owner's responsibility to see that any contractor, handyman or technician hired to perform any interior or service work is adequately insured at levels set by the Association or each homeowner may carry their own insurance which shall be on file with the Association Office.

COLLECTION POLICY

Past due homeowner accounts are assessed late fees as provided by the governing documents. The current /late fee on these amounts is set by the Association at the beginning of each year.

The Association may collect overdue assessments by first giving the owner an opportunity to cure the default or participate in other resolution procedures as approved by the Board of Directors or governed by civil code. If the default is not cured, the Association can/may record a lien, it will added to the amount required for legal and administrative processing, all reasonable legal and administrative expenses incurred in initiating, collecting and concluding this matter. Additional reasonable legal fees may be assessed if a lien is recorded, and/or foreclosure or other enforcement proceedings are required. In addition, it will add the cost of recording fees charged by the County and, if foreclosure is required, those costs charged by the foreclosure trustee as well.

Where an owner is delinquent, the Association may suspend the occupants of the unit's use of the recreational and other common area facilities. Refer to CC&Rs and/or By-Laws for complete details concerning the collection policy.

At all times the implementation of Civil Code Section 1365.1 will be enforced. Copies of this code section are submitted to homeowners each year, reminding them of their rights.