

RULES AND REGULATIONS

**Amended and Approved
November 24, 2020**

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**TO ALL RESIDENTS OF WOODSIDE
FROM
THE BOARD OF DIRECTORS**

These RULES AND REGULATIONS have been developed to assure maximum enjoyment of Woodside and its facilities by residents and guests.

Living in a condominium complex requires cooperation by all residents in observing basic rules and regulations.

Failure to comply with any of these rules may result in monetary penalties or use restrictions imposed by the Association. Owners are responsible to the Association for any breach of the rules by **them**, their **tenants**, or **guests**.

Owners selling or renting their units SHALL PROVIDE any purchaser, lessee, or renter with a copy of these rules PRIOR TO SIGNING PURCHASE OR RENTAL AGREEMENTS. They must obtain a signed statement the tenant received the rules. In the event that a tenant informs the office that he or she never received a copy of the rules, the owner will be required to furnish a copy of the signed statement.

Adopted	January 28, 1983
Revised	February 2, 1993
Revised	August 1, 2000
Revised	September 16, 2003
Revised	January 18, 2005
Revised	September 29, 2009
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Revised	July 23, 2013
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Revised	November 01, 2014
Revised	August 11, 2015
Revised	June 28, 2016
Revised	January 24, 2017
Revised	June 26, 2017
Revised	July 25, 2017
Revised	December 1, 2017
Revised	June 25, 2019
Revised	November 24, 2020

HOURS OF OPERATION

General Office Hours

Monday, Tuesday, Thursday, Friday	8:00 AM – 6:00 PM
Wednesday	8:00 AM - 12:00 PM & 4:00 PM - 6:00 PM
Saturday & Sunday	CLOSED

Days Association Office Closed

Presidents Day	
Memorial Day	
Easter	
Independence Day	July 4
Labor Day	
Thanksgiving Day	
Friday after Thanksgiving	
Christmas Eve	December 24 (at noon)
Christmas Day	December 25
New Year's Eve	December 31 (at noon)
New Year's Day	January 1

After-Hours Mail Drop

A secure mail drop is located in the office door for deposit of dues or other documents. The date of receipt of Association dues is assumed to be the business day prior to the day the office opens.

Association Facility Hours

An adult must accompany all persons under the age of eighteen at all times in Woodside facilities.

Clubhouse/Pool Houses	5:00 AM – 11:00 PM Daily
Tennis Courts	8:00 AM to Sundown Daily
Main Pools	
Old Woodside	24 Hours Lap Pool All Ages
Old Woodside	6:00 AM – 11:00 PM Daily All Ages
Woodside East	6:00 AM – 11:00 PM Daily All Ages
Woodside Sierra	6:00 AM – 11:00 PM Daily All Ages

All pool areas are non-smoking.

No loud music or noise is permitted in common areas.

All electronic equipment that emits sound must be used with headsets or earpieces.

Main pools are generally heated April 1st to November 1st.

Any change to these dates requires board approval.

Date changes will be noted in newsletter.

Satellite Pools (All)	9:00 AM – 10:00 PM Daily	All Ages
Spas		
Old Woodside	24 Hours	All Ages
Woodside East	6:00 AM – 11:00 PM Daily	All Ages
Woodside Sierra	6:00 AM – 11:00 PM Daily	All Ages
Saunas (All)	9:00 AM – 11:00 PM Daily	All Ages
Billiards	9:00 AM – 11:00 PM Daily	All Ages
Gym, Old Woodside	5:00 AM – 11:00 PM Daily	Adults Only
Laundry Rooms (All)	5:00 AM – 11:00 PM Daily	

RULES AND REGULATIONS

PREAMBLE

The following Rules and Regulations are provided to give a quick reference to the collective governances of the Association. Many items stated herein are found in other governing documents of the Association.

The Rules and Regulations are last in the sequence in seniority of governing documents. The order of seniority is the following:

- a. LAW** (unless the particular statute defers to governing documents)
- b. Covenants, Conditions, and Restrictions (CC&Rs)**
Changes to this document require a vote by a majority of the Association members.
- b. Articles of Incorporation**
- c. Bylaws**
Changes to this document require a vote by a majority of the Association members.
- d. Rules and Regulations**
Changes to this document require distribution to the homeowners for a period of review and a vote of the Board of Directors.

INTENT OF RULES AND REGULATIONS

The intent of the Rules and Regulations is not to create an overly restrictive environment but to maintain an aesthetic atmosphere and a standard procedure by which Rules are enforced.

AUTHORITY AND RESPONSIBILITY FOR ENFORCEMENT

The Board of Directors enacts the Rules and Regulations. The responsibility for the enforcement of the Rules on a daily basis rests with the Association Manager. The persons who have authority to write a violation notice are the Association Manager and Security personnel.

A resident or an employee of the Association may report a suspected Rule violation to the Association Manager or Security personnel, in person, by phone call or in writing to the office. Upon investigation, and if the violation is confirmed, a citation will be issued. Excessive reporting or singling out of a resident for violations may result in a review of the complaints by the Board in executive session.

ISSUANCE OF RULES AND REGULATIONS

The Rules and Regulations are reviewed and updated as necessary. Any new or revised Rules adopted during the year will be issued to owners.

Every owner is required to provide a copy of these Rules to a new purchaser or tenant prior to the purchaser's or tenant's signing a contract. All new owners and tenants will be required to sign a form stating they have received a copy of the Rules and Regulation. Thereafter, owners are responsible for providing tenants with all approved revisions to the Rules.

1. BARBEQUES

Pursuant to California Fire Code Section 308.1.4; charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048mm) of combustible construction. Exceptions: 1. One- and two-family dwellings. 2. Where buildings, balconies and decks are protected by an automatic sprinkler system. 3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2.5 pounds [nominal 1 pound (0.454kg) LP-gas capacity]. Electric BBQs are permitted on patios, balconies, or decks.

2. BIKE BARN RENTAL

The bike barn is available for bike storage on a first-come basis for members in good standing. The office maintains a waiting list for the bike barn. A rental agreement must be signed. Owners are responsible for the cost of repairing all damage caused by or arising from the use of the bike barn. A refundable deposit will be charged for the bike barn key. Please see the office for current rental fees and availability.

3. BIKE BORROWING

3.1 Bicycles are available for resident use during a four-hour period. The resident will assume responsibility for damage and/or losses. A bike may be checked out during the hours of 8:00 AM - 6:00 PM, seven days a week. Security may be contacted for use. An adult resident must accompany a person under the age of eighteen wishing to check out a bike. There is no fee for borrowing the bikes.

3.2 A use agreement and a driver's license must be submitted.

3.3 Bike borrowing is generally available all year, weather permitting.

4. BOARD OF DIRECTORS

The Board consists of seven elected members. Annual elections are held once a year in May.

5. BOARD MEETINGS

With the exception of December, Board meetings are held monthly on the 4th Tuesday of the month at 7:00 PM in the Old Woodside Clubhouse and are open to all homeowners. Three minutes are allotted at the beginning of the meeting to each resident wishing to address concerns to the Board.

6. BOARD MEETING MINUTES

Copies of all minutes are held in the office in a separate binder. Copies of the prior month's unapproved minutes are available at each monthly Board meeting and are available to owners and residents. Final, approved copies are posted monthly in the office and are available to the owners and residents. Twelve months of minutes are also posted on the community website.

7. CABLE

All Woodside units were originally equipped with cable lines. Woodside personnel are *not* responsible for cable line installation or maintenance of the lines. Subsequent installation of cable lines must conform to the following guidelines:

7.1 LOWER UNITS – Cable must run laterally along the foundation line and upon entrance a cable hole may be drilled no higher than twelve inches above ground level. Woodside maintenance is available to drill these holes as cable companies will not drill holes through the exterior of any building.

7.2 UPPER UNITS/SECOND STORY LEVELS – The rules for differing exteriors are as follows:

Stucco Exteriors: exterior holes may not be drilled to allow for additional cabling. Any additional cabling must be run through the interior of the unit, under carpeting and along interior walls, etc.

Wood Exteriors: require the removal of wood trim and cabling is to be run under the wood trim along the exterior of the building and is not to be visible. The wood trim must be replaced and restored to its original condition.

8. CAR WASH AREAS

The only location on the property where vehicles may be washed is on the street west of building 628 in Sierra.

9. CHANGES OR MODIFICATIONS TO UNITS

9.1 ARCHITECTURAL COMMITTEE

The Architectural Committee is comprised of three owner volunteers who are appointed by the Board.

9.1.1 The committee meets during the third week of the month. All items to be brought before the committee must be submitted to the office no later than the second Friday of each month in order to be heard at the next committee meeting. Homeowners are urged to check with Management first, to confirm whether their request does indeed require architectural committee action. All items submitted for review after the prescribed deadline will be reviewed the following month. Applications are available in the Association office or online. Architectural applications must be submitted with a \$500 deposit check, which will be cashed upon Board approval. Deposits are refundable upon successful completion and approval of the modification.

9.1.2 Owners desiring to make changes or modifications to their units or to the exclusive use common area must submit a request to the architectural committee. One of the purposes of the review is to protect other homeowners from safety hazards, fires caused by potentially hazardous electrical changes or from water damage by plumbing changes. Changes to plumbing in interior walls or relocation of existing plumbing fixtures, changes to electrical systems in a common wall, projects necessitating cutting holes in a common wall, or relocation of existing electrical outlets and switches are all examples of architectural changes that must be submitted to the committee and approved by the Board prior to commencement of construction. The review is to determine if the changes and/or modifications are up to code and necessary permits have been acquired.

9.1.3 Any persons making architectural modifications to their units or to their exclusive use common areas without Board approval will be subject to a \$500.00 fine, among other potential fines and discipline.

9.2 ESTOPPEL

In the event of a sale, the Association will be asked to assure the buyer that the unit and the exclusive use common area have not been changed, or, if they have, they meet the requirements of the Association. An "Architectural Compliance Estoppel Certificate" has been developed to document the Association's representation that a unit is or is not in full compliance with the architectural provisions of the Woodside Rules and Regulations and CC&Rs. Copies are available in the office.

10. CLUBHOUSE AND CARD ROOM

10.1 RULES OF USE

10.1.1 Smoking is not allowed in the clubhouse or card room.

10.1.2 Alcohol may not be sold at any Woodside or private function.

10.1.3 Persons under the age of eighteen shall be accompanied and supervised by an adult resident.

10.1.4 The clubhouse and card room are for residents and manager's staff use only.

10.1.5 The clubhouse and card room are not available for use when they have been scheduled for Woodside functions.

10.2 RENTAL

10.2.1 The Old Woodside clubhouse and card room are available for rental by residents for private functions.

10.2.2 Business meetings may be held in the card room.

10.2.3 Political and religious meetings are prohibited.

10.2.4 A vehicle gate may be left open for guests 1/2 hour before the scheduled event and 1/2 hour after the scheduled event. Please call Security personnel to make this arrangement.

10.2.5 Management will screen all applications and has the right to refuse any applicant. Rental approval is based on meeting the conditions of the Clubhouse Rental Agreement.

10.2.6 An identified Woodside owner must sponsor all events. The owner must sign the Rental Agreement. The responsible owner and/or resident must be in attendance for the entire function.

10.2.7 An event must be scheduled around Board and Association meetings and events.

10.2.8 A security deposit will be required and will be fully refundable if the facility is properly cleaned and restored to the same condition as prior to its use.

10.2.9 Facilities located around the clubhouse, such as the pool, gym, or billiards room, may not be used in conjunction with clubhouse or card room rental.

10.2.10 The kitchen is available for social events by residents and is to be restored to an orderly condition following the occasion.

- 10.2.11 Conference tables, folding chairs, and small appliances may not be given out for personal use.
- 10.2.12 The refrigerator in the kitchen is provided for these events and for the manager's staff. No staff items are to be removed from the refrigerator without Management's permission.
- 10.2.13 Rental dates are made on a first-come basis. Reservations will be held with a deposit.
- 10.2.14 All cleanup, including removal of trash and decorations, must be completed by closing time, 11:00 PM.
- 10.2.15 Rental fees entitle the resident and their guests the exclusive use of the clubhouse and/or card room for the time period reserved. Other residents are to refrain from interfering with private parties while they are underway.

11. COLLECTION POLICY

Assessment payments are due the first (1st) of each month and delinquent if received in the office after midnight on the fifteenth (15th). If the 15th falls on a Saturday or Sunday, dues are due by midnight Monday. If Monday is a legal holiday, payments are due by midnight Tuesday. If the 15th falls on a legal holiday, payments are due by midnight the following day. A late fee of 10% will be imposed against all delinquent assessments, with interest at the rate of twelve percent (12%) per year commencing thirty (30) days after the assessment became due. (Complete policy available at Appendix A)

12. COUPON BOOKS

Coupon books are mailed in June. Coupons list the current monthly assessment and, if applicable, charge for gas logs. New owners should obtain these amounts during the escrow process as this information is supplied to title companies. Failure to pay Association assessments on time will result in the imposition of late fees, interest, and collection costs. New owners may request coupon books from the office.

13. COMMITTEES

The Board has the authority to establish any number of committees it deems necessary to provide for resident input, policy direction, or other reason, as well as to disband unnecessary discretionary committees. The Board is required by the CC&Rs to appoint the members of the Architectural Committee. The Rules specify that the Board appoint the Chair and members of the Human Resources Committee and the Chair and members of the Rules Hearing Committee. The Board retains the right to approve or appoint committee chairs and members and to approve or disapprove any committee recommendations or findings.

13.1 STANDING COMMITTEES

The following committees are generally in effect: Architectural, Budget, Energy, Flood, Human Resources, Landscaping, Newsletter, Nominating, Rules Hearing, Rules Revision, Social and Tree. Sign-up sheets are available at the Annual Meeting in May, or residents may contact the office regarding committee membership at any time during the year. For committees requiring Board appointment, signing up is an expression of interest in being appointed, but does not constitute automatic membership.

14. COMMON AREA USE

14.1. DEFINITIONS

14.1.1. "Common Area" comprises all of the property, which is owned by all of the owners in common.

14.1.2. "Exclusive Use Common Areas" are the parking stalls, balconies, patios, storage facilities, fireboxes, chutes, chimneys, and flues appurtenant to each unit.

14.2 GENERAL PROVISIONS

14.2.1 Damage to Association property is chargeable to the responsible owner, including, but not limited to, tampering with gates, irrigation heads, time clocks, valves, pumps, lights, etc.

14.2.2 Motorized bikes, carts, roller skates, skateboards, or other similar items may not be ridden in the common areas. The only exception is that they may be ridden on a Woodside road when going to or from an exit. Security staff, Management, maintenance workers and landscape workers are exempt from this provision.

14.2.3 Organized games (soccer, football, baseball, etc.) are not allowed in the common areas. Games will be permitted on the lawn for the Fourth of July event.

14.2.4 No personal equipment, vehicles, bikes, or any similar items shall be tied or otherwise attached to any portion of the common area other than within exclusive use common areas.

14.2.5 Nothing shall be stored or displayed in the common areas other than within exclusive use common areas.

14.2.6 In accordance with fire department regulations, nothing shall impede the ingress or egress at any time in the stairwell or entry areas, either downstairs or upstairs.

14.2.7 No food, garbage, cigarette butts, or trash of any kind shall be left outside units, and in any common areas. Household garbage is to be deposited only in the dumpsters.

14.2.8 Only household waste and waste for recycling should be disposed in dumpsters. Residents should break down all cardboard boxes before discarding them. No items, including trash bags, may be placed outside the dumpsters. Contractors doing work for residents may not deposit any material in the dumpsters. Furniture, televisions, microwaves, and other similar inappropriate items may not be placed inside or outside the dumpsters. Consult the placards on bins for types of hazardous items. Violations may result in a fine up to \$500.00.

14.2.9 No soliciting or distributing of any advertising is permitted on Woodside property.

14.2.10 Scavenging in the garbage enclosures and dumpsters is prohibited.

14.2.11 Excess noise, defined as any noise, including music, loud enough to interfere with the quiet enjoyment of other residents, is prohibited everywhere.

14.2.12 No verbal or physical abuse of Management, Security, maintenance personnel, outside contractors, or any other person is permitted.

14.3 PROHIBITED ACTIVITIES

14.3.1 No feeding of ducks or fishing in the pond is permitted.

- 14.3.2 No throwing or sweeping of anything onto the grounds or into the pond and pools is permitted.
- 14.3.3 No activities that would reasonably be considered dangerous are permitted.
- 14.3.4 No activity that interferes with neighbors' right of quiet enjoyment is permitted.
- 14.3.5 No bicycle riding on grass.
- 14.3.6 No skateboarding on walkways or grass.
- 14.3.7 Parking lots are not safe places for play. Residents and guests are prohibited from the following activities in parking lots: riding tricycles, bicycles, hover boards, skate boards and roller skates; playing ball; and any other activity reasonably seen as unsafe. The above restriction shall not apply when going to or from a roadway or walkway.
- 14.3.8 Smoke from one unit may not travel into another resident's unit, if the smoke is a nuisance and interferes with the enjoyment of the other resident's unit. It shall be the responsibility of the owner of a unit to take any and all measures to prohibit or reduce smoke intrusion into a neighboring unit if the owner or tenant of a neighboring unit is negatively affected by the smoke.

15. **DEDUCTIBLE POLICY**

15.1 FLOOD INSURANCE POLICY

The deductible will be shared equally by the owners of units and/or exclusive use common area (patios/decks) that have been flood-damaged within the building and, if common area has also been damaged, then also by the Association. Owners of units and exclusive use common areas that have not been flood-damaged are not responsible for the deductible. (Complete policy available at Appendix B)

15.2 MASTER PROPERTY INSURANCE POLICY

If losses are not due to any fault of an owner or the Association, the deductible will be shared equally by the owners of units that have been damaged and also by the Association if common area has been damaged. If losses are due to fault of the owner(s) and/or the Association, the deductible will be shared equally by the owner(s) and/or Association who are at fault. The Board will determine who is at fault and the proportion of fault. (Complete policy available at Appendix B)

16. **DELIVERY SERVICE**

Residents must arrange their own method of entry for occasional delivery service such as pizza, furniture, or department store deliveries. Companies such as UPS and emergency service providers have arranged entry for their drivers through the office. UPS, FedEx, USPS, and similar delivery services may drop off resident packages at the office if no one is available to receive packages at the resident's door. As this is a courtesy service, the office will not be able to accept large deliveries (i.e., furniture, TVs, tires, long drapery rods, etc.) due to limited office space. Packages may be picked up at the office Monday-Friday 8:00 AM to 6:00 PM or Saturday-Sunday 11:00 AM to noon.

17. **DOORS**

17.1 **FRONT DOORS**

Door knockers are not allowed as they create a noise nuisance for neighbors. Locksets must consist of dead bolt with doorknob or dead bolt with door handle. Locksets must be antique bronze/bronze in color. Replacement of front doors is the responsibility of the owner. The Association is responsible for painting the front doors. Please contact the office for information on ordering these custom-size doors.

17.2 **STORM DOORS**

Information on the storm door approved by the Architectural Committee and the Board of Directors is available in the office. Non-approved storm doors are prohibited.

17.3 **VIDEO DOORBELLS**

Video doorbells may be installed provided they meet these criteria: they must be bronze in color and be no longer than 5.05 inches, a width not exceeding 2.50 inches, and a depth not exceeding 1.08 inches.

18. **FLOORING RESTRICTIONS**

Hard surface flooring (tile, wood, stone, laminate, concrete, etc.) may be installed in an upstairs unit only in the kitchen, the bathroom, and within three feet of the entry. Any variance in the specific dimensions of such flooring in the entry way must be approved by the Architectural Committee. Hard surface flooring may be installed in any area in a townhouse and in lower units as such flooring will not create a noise nuisance for neighbors.

19. **GAS LOG FIREPLACES**

Fireplaces are to be used only when someone is present in the unit. An owner may request turning off a building's gas logs if he obtains the written permission of every owner in the building. At any time, an owner may request that gas logs be turned back on; no written consent of other owners is required and all owners in the building must pay for the resumed usage.

20. **GATE DIRECTORY**

Remote gate access allowing entry through vehicle gates for visitors requires a 916 area code. Residents are responsible for keeping the office up-to-date on their phone numbers. This information is necessary for a telephone to be linked to a vehicle gate.

21. **GUEST ROOMS**

Two rooms above the office are available for daily rental for residents' guests. Each room has a queen-size bed and can accommodate two people. Limited housekeeping, linens, and recreational facility privileges are included.

21.1 The rental fee must be paid in advance. See the office for current rates and availability. A reservation is secured once a deposit is received in the office.

21.2 Check-in time is 2:00 PM. Checkout time is 11:00 AM.

21.3 Missing items will be charged to the owner who rented the room. Owners will be notified within seventy-two hours of missing or damaged items and billed on the next monthly statement

22. **GYM – SAUNA – BILLIARDS**

Persons under the age of eighteen are not permitted in the gym or saunas. Other than guide dogs, no pets are permitted.

22.1 GYM

22.1.1 All persons use gym facilities at their own risk.

22.1.2 For your safety and the safety of other gym users, proper treatment of the equipment is required.

22.1.3 For personal safety, gym shoes and appropriate exercise clothes are required.

22.1.4 One guest, accompanied by a resident, is permitted.

22.1.5 Smoking and food are not permitted.

22.1.6 Any electronic equipment that emits sound must be used with headsets/earphones, when in the gym/common areas.

22.1.7 Association-owned equipment may not be removed from the gym.

22.1.8 Following its use, equipment should be wiped with sanitizing products provided in the gym.

22.1.9 Equipment taken into the gym by persons for their personal use must be removed upon their departure. Personal equipment left will be removed by the Association and, if not claimed by the owner in seven days, become Association property.

22.2 SAUNA

22.2.1 No water for the purposes of making steam is permitted in a sauna. Drinking water is permitted.

22.2.2 Oils are prohibited.

22.2.3 Nudity is not allowed in the saunas.

22.3 BILLIARDS

22.3.1 Two guests per unit, accompanied by an adult resident, are permitted.

22.3.2 Persons under the age of eighteen must be accompanied by an adult resident.

22.3.3 Food, drinks (other than water), and smoking are not permitted.

22.3.4 Sitting or leaning on tables is not permitted.

22.3.5 Shoes and shirts are required.

22.3.6 Owners are responsible for loss or damage to equipment:

Pool cues - \$25.00 each, Billiard balls - \$100.00 per set, Tabletop felt – cost of repair

23. **LANDSCAPING**

23.1 **LANDSCAPE COMMITTEE**

The Landscape Committee is comprised of volunteers who make recommendations to management and The Board for the maintenance and renovation of the common area landscape. Using the Landscape Request Form, resident owners, non-resident owners, and tenants may request common area landscaping. Persons may ask the Association to pay for the landscaping or offer to pay for it themselves.

23.2 **IVY**

Ivy is allowed to grow on patio walls. However, the owner is responsible for maintaining and preventing the ivy from growing on the side of the building or around or on top of storage sheds. If an owner fails to maintain the ivy properly, the Association will prune the ivy at the owner's expense.

23.3 **TREES AND SHRUBS IN PATIOS**

Trees and shrubs must not touch the bottom of a balcony or touch the roof of a building. They may not infringe on an adjacent unit's balcony, window, or wall due to their height or condition. Warning notices will be written for non-conforming trees or shrubs, and, if the problem is not resolved within thirty days, Management will arrange for the work to be done and the owner billed for all related expenses.

24.1 **LAUNDRY ROOMS** - Woodside has six laundry rooms.

The laundry machines are card-activated. Laundry cards are available for purchase and reloading in the office, in Laundry Room #2, at the East Clubhouse and the Sierra Clubhouse.

24.2
24.3 Machines should not be overloaded.

24.4 A broken machine's number and laundry room location should be reported to the office.

24.5 Empty soap, bleach, etc., containers should be placed in the trash receptacles.

24.6 Clothes should not remain in the washer or dryer beyond the allotted time. If time has expired, laundry may be removed by other residents wishing to use the equipment.

24.7 Smoking is not permitted in the laundry rooms.

24.8 Only soap intended for washing machines should be used.

24.9 Laundry rooms are opened at 5:00 AM and locked at 11:00 PM by Security.

24.10 Bleach containers should not be placed on benches.
No pets other than guide dogs are allowed in the laundry rooms.

24.11 The Association takes no responsibility for loss, theft, or damage of personal belongings. Residents use the laundry facilities at their own risk.

24.12 Resident advertising may be posted on the bulletin boards located in the laundry rooms and clubhouses. Ads are limited to 4" x 8" (1/2 pg.). Advertisements may be removed at Management's discretion without notice.

25. **LIGHT FIXTURES**

In an effort to maintain conformity, only approved light fixtures may be installed on the exterior of individual units. Approved models change from time to time as products are discontinued. Sample fixtures currently approved are on display in the office. Light fixtures may be purchased in the office and may be installed by the maintenance department for an additional fee. Please check with the office for current models and pricing.

26. **MAILBOXES**

Residents may not post anything on the metal mailboxes or on the wooden mailbox covers. New locks and keys are available from the Arden Post Office with proof of residency.

27. **NEWSLETTER**

Management uses a monthly newsletter to provide information to the membership. Various sizes of advertising are available. Contact the office for current pricing and details.

28. **PARKING**

28.1 **PARKING SPACES**

Every unit is deeded at least one parking space. Residents must park in their deeded or leased space from 11:00 PM to 5:00 AM. Only owners or residents, or their guests, may park in deeded or leased spaces. Residents may ask to have an unauthorized vehicle parked in their deeded or leased space ticketed, or towed.

28.1.1 A resident may park temporarily in a green space for loading and unloading purposes.

28.1.2 Backing into parking spaces is prohibited.

28.1.3 Only one vehicle is permitted in any one space.

28.1.4 A unit may have no more than two vehicles parked on the property.

28.1.5 No moving storage containers may be left on the property overnight.

28.1.6 Vehicles must be parked fully forward in their spaces.

28.1.7 Nothing, including but not limited to, bicycles, kayaks, ski equipment, ladders and enclosed cargo carriers may be left or stored upon a vehicle. Bicycle racks, ski racks and luggage racks are permitted.

28.1.8 When parking violations are identified, Security has the authority to take immediate action, which may result in a ticket, a subsequent fine, or towing at the owner's expense.

28.1.9 Nothing other than a single motor vehicle can be located in any parking space.

28.2 **IDENTIFICATION OF PARKING SPACES AND PARKING POLICIES**

28.2.1 Throughout Old Woodside and Woodside East deeded spaces are numbered in black numbers in white rectangles on the space's parking block. In Woodside Sierra the deeded spaces are numbered in white located on the carports. Green parking curbs mark all visitor or unassigned spaces to be shared by all Woodside residents.

28.2.2 Visitor vehicles are only allowed on the property for three consecutive 24-hour periods within seven days. Residents must notify the office of their guests who use this privilege for more than 3 consecutive 24 hour periods within 7 days

28.2.3 Owners of vehicles parked three or more consecutive nights during the week on a regular basis will be asked to register with the office as a resident. Their vehicle will be required to display the appropriate sticker, silver or bronze. Note: as only two (2) vehicles per unit may be parked on the property, no additional sticker will be issued to any other vehicle and the additional vehicle(s) must be parked off the property. Woodside personnel or Security staff shall place the stickers in the vehicle windows on behalf of the vehicle owners. From 11:00 PM to 5:00 AM, a resident-registered vehicle must be parked in its deeded space. Residents parked in a green space who will be out of town for more than five consecutive days must notify the office of their absence from the property to avoid ticketing or towing.

(a) *Silver Sticker:* A silver sticker indicates one vehicle is registered for the property. Residents issued a silver sticker must park in their deeded space from 11:00 PM to 5:00 AM.

(b) *Bronze Sticker:* (b) Bronze sticker: A bronze sticker indicates two vehicles are registered for the property. When both vehicles are on the property, one must be parked in the deeded space and the second vehicle may be parked in a green space. The vehicle parked in the green space must be moved every 6th day or it will be ticketed-or towed. If there are two deeded spaces and two vehicles on the property, both must be parked in the deeded spaces from 11:00 PM to 5:00 AM.

If there is one deeded and one leased space and two registered vehicles to the unit, from 11:00 PM to 5:00 AM there must be one vehicle in the leased space and one vehicle in the deeded space.

28.2.4 The only exception to the deeded space parking requirement is that residents may park in a leased parking space in lieu of parking in their deeded space.

28.2.5 Street parking is permitted for twenty-minutes, loading and unloading only.

28.2.6 Fire lanes are reserved for firefighting equipment. Any vehicle parked in full, or in part, in such areas may be towed without notice at the vehicle owner's expense.

28.3 LEASED PARKING SPACES

28.3.1 Woodside residents may lease one covered parking space per unit. Management maintains a waiting list for residents wishing to lease parking spaces. Please see the office for current leased parking rental fees.

28.3.2 If a resident who is leasing a parking space vacates a unit, the parking space will be turned over to the resident at the top of the waiting list.

28.4 VEHICLE REQUIREMENTS

28.4.1 Every vehicle belonging to a resident must be registered and have a Woodside parking sticker attached to a visible spot on the driver's side rear window. The parking sticker is to be placed in each vehicle by Woodside personnel or Security staff only. Woodside Management will not issue a parking sticker for any vehicle without a current DMV registration.

28.4.2 Pickup trucks, open bed vehicles, vans, commercial and recreational vehicles, campers, trailers, motorcycles, boats, and other types of vehicles listed in CC&R provision 4.18.1 must be parked outside property boundaries. When a violation occurs, Security staff has the authority to take immediate action that may result in a written violation, subsequent fine or towing at the owner's expense. Woodside vehicles are exempt from this rule.

28.4.3 No trucks belonging to residents or their guests are allowed on Woodside property at any time. Exceptions are made for commercial trucks that have signage or lettering that identifies the commercial enterprise, and for personal trucks of laborers or vendors who are working on the property. A truck that does not have such identifying signage or lettering must display a parking pass issued and dated by the Woodside office.

Commercial trucks and personal trucks of handymen may park on the Woodside property between the hours of 8:00 AM and 6:00 PM weekdays and between 9:00 AM and 5:00 PM on weekends. No overnight parking of these vehicles is allowed.

28.4.4 A motorcycle parked on the premises will be towed without notice at the motorcycle owner's expense.

28.4.5 Any unsightly, damaged, or inoperative vehicle will be given a five-day notice. If not repaired or moved within the five-day period, the vehicle will be towed at the vehicle owner's expense. All vehicles must be lawfully registered with the Department of Motor Vehicles and the appropriate license plate stickers must be displayed to park on Woodside property. Upon approval of Management, unsightly vehicles may be covered temporarily with a car cover, not to exceed 14 days.

Vehicles may be deemed unsightly for the following reasons: excessive denting, broken window, missing doors, missing tires, mismatched paint, broken lights or mirrors, flat tires, excessively oversized tires, excessive lift kits, or any vehicle that has lettering upon it identifying any type of commercial enterprise. Security personnel and /or Management may make the determination of "unsightly" and "excessive" and shall refuse to provide a parking permit for said vehicle.

28.4.6 No vehicle repair work of any kind, except very minor adjustments, such as changing a tire or adding water or oil, is permitted on the property. Changing oil is not permitted.

28.4.7 No unreasonably noisy vehicles and no vehicles emitting foul-smelling or offensive exhaust fumes may be operated within the property. (CC&Rs 4.18.6)

28.4.8 Residents are responsible for leaking fluids from vehicles. If special cleaning is required due to spills, the vehicle owner will be charged after receiving seventy-two hours notice to clean up the spill, if the spill is not cleaned appropriately.

28.5 TOWING VIOLATIONS

28.5.1 Violations of rules listed below may result in immediate towing of a vehicle. Such towing may be ordered at the discretion of the manager or Security personnel and without notice to the owner. Once a vehicle has been towed, it is the owner's responsibility to pay all charges to reclaim the vehicle. The towing company name and phone number for contact is located at all vehicle entrance gates.

28.5.2 A vehicle characterized by any of the following may be towed:

- (a) Parked in a resident's assigned space if that resident requests that the vehicle be towed;
- (b) Parked in a fire lane/zone;
- (c) Parked in such a manner that it blocks ingress or egress to any common area, or blocks access to any other street or parking area;
- (d) Parked on any landscaped area or any sidewalk;
- (e) Parked in tandem: two vehicles in one parking space; the second parked vehicle will be towed;
- (f) A non-operative vehicle, and the owner has received second warning. A non-operative vehicle is defined as a vehicle characterized by the following:
 - (1) no current DMV license sticker;
 - (2) one or more flat tires or up on jacks or blocks;
 - (3) a hood or a trunk not latched or secured by rope or other device;
 - (4) extensive body damage or missing door or other major part;
 - (5) a part other than the tires touching the ground.
- (g) A vehicle with a car alarm sounding for more than ten minutes after all reasonable attempts have been made to contact the owner; or a vehicle with an alarm that becomes a repetitive nuisance to neighboring residents if the owner has been notified by Association personnel and has not made proper adjustments.
- (h) A vehicle that is not registered and/or does not display a Woodside parking sticker.
- (i) A vehicle parked on or over either of the white lines that mark a parking space, potentially blocking access to or causing damage to adjacent vehicles;
- (j) A vehicle may be towed for any other reason set forth in these Rules and Regulations or in any other governing document.

28.6 SPEEDING

The speed limit is 10 mph. Residents caught driving in excess of the limit will receive a fine. Fine schedule as follows: 1st Violation-\$25.00, 2nd Violation-\$50.00, 3rd Violation-to Rules Committee, may result in a fine up to \$500.

29. PATIOS, DECKS, AND STORAGE SHEDS

Patios and decks are exclusive use common areas. The Association owns them and their use is restricted to the residents of the unit. For units 2248-2250, two neutral colored cabinets are permitted in each carport.

29.1 GENERAL MAINTENANCE

29.1.1 Woodside personnel may enter decks or patios with twenty-four hours notice to perform necessary maintenance. The exception is an emergency when prior notification is not possible.

29.1.2 Residents are responsible for the general cleanliness of decks, patios, storage sheds, and lighting fixtures, including cobweb removal.

29.1.3 Household items, including, but not limited to, mops, buckets, towels, clothes, cleaning materials, stools, etc., may not be kept on a patio or deck or hung anywhere on the building.

29.1.4 A clothesline or drying rack is allowed in exclusive use common areas, specifically patios and balconies, so long as neither is visible above the top of the patio wall or balcony rail.

29.2 PROTECTION

29.2.1 In order to extend the life of wooden decks and sheds, no porous materials are allowed to come into contact with decks or the outside of wood sheds. Wood, bricks, concrete blocks, and/or wooden stumps that absorb moisture are prohibited. All planters, pots, and other porous materials are to be placed on stationary or rolling saucers or platforms that raise the materials at least two inches above the deck surface to allow for air circulation between the deck and the planter or pot. Residents/owners are responsible for any damage, including dry rot, to decks caused by planters, pots or other items placed on the deck.

29.2.2 Wood stacks may be stored on decks provided they are kept on the building side of the deck and in a log holder positioned a minimum of six inches from the building, walls, and railings and raised a minimum of six inches off the deck. Dimensions of the log holder are not to exceed 4'LX3" HX1.5"W. (Before burning wood in a fireplace for the first time, check with maintenance to insure your unit has a wood-burning fireplace.)

29.2.3 Storage shed doors shall be closed at all times when the shed is not in use. Flammable or combustible substances (gasoline, kerosene, etc.) may not be stored in the storage shed. SMUD sheds are not for resident use. Management will remove and dispose of any personal items found in a SMUD shed.

29.2.4 Potted plants may be displayed on storage shed roofs in terra cotta or solid earth tone colors, limited to three, and no more than 12" diameter x 12" high. Any damage caused by plants to a shed roof due to excessive weight or water will be the responsibility of the owner. Management has the authority to remove or request to be removed containers with no living plants or without a protective saucer beneath.

29.2.5 A maximum of two potted plants may be placed outside the front door/patios. They must be terra cotta or solid earth tones in color.

29.3 FURNITURE AND DECORATIONS

29.3.1 No furniture of any kind is permitted unless manufactured, designed, and sold as outdoor furniture. Unsightly, dirty, torn, or damaged furniture is not permitted.

29.3.2 Patio umbrellas are to be "market" type in a solid color. Market-type umbrellas have "venting" at the top, with no side curtain, decoration, trim, or fringe. Aluminum and wood are acceptable. Round, square, and rectangular are permitted. Push up style; crank style and/or tilt are permitted. Please contact the office for information regarding approved colors.

29.3.3 Bird feeders, chimes, and hanging planters are allowed in the patio/deck area if limited to a total of three.

29.3.4 Only seasonally appropriate decorations, specifically wreaths and signs, may be hung on entry doors but may not be permanently affixed to a unit door or exterior. No other wreaths or signs are allowed on entry doors.

- 29.3.5 Only strand-type lights are allowed and must be located in the patio or the balcony area. Lights may be placed in trees with no height restriction as long they are within the exclusive use common area (patio or balcony). Non-holiday lights are allowed year-round according to the following guidelines: No colored lights, blinking/flashing/pulsating lights, light tubes, rope lights, netting/blanket style lights or icicle lights.
- 29.3.6 Nothing shall be hung from the walls or overhead beams or decks, except as noted in 29.3.4. Hammocks and swings that are meant to support human weight are not permitted. Nothing shall be hung outside the patio/deck area.
- 29.3.7 No paint, stain, or application of any other material to the decks or patio walls is permitted.
- 29.3.8 No modifications to the decks are permitted without approval.
- 29.3.9 No pots or planters (including plant holders that hang over the wall into the common area) may be placed on the railings of decks or patio walls.
- 29.3.10 December holiday decorations may be displayed thirty days before Christmas and ten days after New Year's Day. Holiday lights/decorations may be displayed in the patios, decks, and on the entry door. They may not extend to adjacent shrubbery, trees, or common area light poles. Decorations may be hung from balconies above patio areas.
- 29.3.11 Satellite dishes are permitted in the patio or deck area only and cannot be attached to any common area structure, as they must be freestanding. A resident may not install radio or television antennas outside of exclusive use common areas.
- 29.3.12 No lanterns, candleholders, garden torches or other open flame devices may be hung from the overhead beams, attached to the walls, or placed upon or in the deck/patio areas.

30. **PESTS, RODENTS, AND WILDLIFE**

Control of pests and rodents in the complex is the joint responsibility of the Association and the owner. The Association provides termite treatment around the exterior of the building when warranted. Owners or residents who notice any sign of pests inside or around their units should bring it to the attention of the manager immediately. Owners will be responsible for costs of repair inside their units if damage was noticeable and the Association was not notified as soon as the presence of pests or rodents was detectable.

30.1 **ASSOCIATION RESPONSIBILITY**

The Association is responsible for removal of rats, bee hives/swarms, carpenter ants, carpenter bees, wood-boring beetles, powder-post beetles, and wasp or yellow jacket nests.

30.2 **OWNER RESPONSIBILITY**

The Association is not responsible for mice, common household ants, or spiders.

30.3 **SQUIRRELS AND SNAKES**

Owners may contact Sacramento County Animal Shelter for removal, free-of-charge, of injured squirrels or any type of snake (dead or alive) at (916) 368-7387 ext. 2. Personnel are available M-F 7:00 AM to 8:30 PM. For weekend or after-hour emergencies, the number is (916) 875-5000.

30.4 **DEAD ANIMALS**

Call the county numbers listed above for free removal of dead animals such as cats or dogs (strays only), raccoons, squirrels, and skunks.

- 30.5 **DEAD BIRDS**
The county will not remove dead birds. The county recommends homeowners scoop them up, place them in a sealed plastic bag, and throw the bag in a dumpster. Association personnel will remove dead birds in the common areas, but not from patios or decks.
- 30.6 **SKUNKS**
Skunks will not be removed by the Association. A sick skunk (e.g. roaming in broad daylight) will be removed by the county. Removal of live, well skunks is the responsibility of the homeowner. The homeowner should contact a company that contracts for such work.
- 30.7 **DUCKS**
No feeding of ducks or any other wildlife on the property is allowed. Violation may result in a fine up to \$500.00.
31. **PETS**
All dogs and cats must be registered in the presence of an Association staff member and a current shot record from a veterinarian must be provided within 10 days of residency.
- 31.1 **DOG PARK RULES**
- * Resident use 8:00 AM until 10:00 PM all year
 - * All dogs must be supervised by their owners
 - * All dogs must be licensed within Sacramento County
 - * Dogs are not allowed if aggressive, in heat or bark excessively
 - * Owners are required to clean up after their dogs
 - * All dogs must be leashed outside the dog park area
- 31.2 All dogs in the common areas must be on a leash held by a resident or the resident's guest. Residents or guests must be in control of dog at all times. (Sacramento County Ordinance 8.08.056).
- 31.3 No pet shall exceed twenty-five pounds or eighteen inches in height at the shoulders. The exception is service dogs for the disabled.
- 31.4 Pets must have a tag identifying the owner and providing contact information. Dogs and cats must have a current license through Sacramento County Animal Care and Regulations.
- 31.5 With the exception of guide dogs, pets are not permitted in the clubhouse, laundry rooms, or pool areas.
- 31.6 No more than two pets are permitted in any unit.
- 31.7 Loud, excessive, or prolonged dog barking interferes with a resident's quiet enjoyment of his property and Woodside common areas. Pet owners will be cited and may be fined for barking dogs.
- 31.8 Residents must visibly carry some type of waste bag with their pets and be responsible for picking up their pet's waste (including waste at the dog park, a.k.a. the back tennis court). Upon the written evidence from one resident / association staff / security, pet owners who do not pick up their dog's pet waste will result in a fine up to \$500.00.
- 31.9 No pet food is permitted outside a unit. Any pet food containers found outside units will be disposed of by Association personnel.

31.10 Pet doors are permissible provided they are in the same color frame as the door in which the pet door is inserted. Pet doors installed in any area other than the sliding door require architectural approval.

31.11 All pet owners are responsible for injuries sustained from their pets to a resident, owner, or guest on the property including the dog park.

31.12 SERVICE AND EMOTIONAL SUPPORT / COMPANION ANIMAL POLICY

Residents who require the assistance of a service or emotional support/companion animal which exceeds the size limitation in order to assist that person with a legally recognized disability as described in (1) below, must provide to the Association all of the following, within thirty (30) days of submission of the application to have a service or emotional support/companion animal, in order for the animal to reside legally within the development:

- a. Proof of a pre-existing legally recognized disability, meaning a physical or mental impairment that substantially limits one or more major life activities for that individual, including a mental or emotional disability recognized in the Diagnostic and Statistical
- b. Manual Disorders – Fourth Edition (DSM IV) that the resident suffers from which allows a physician to prescribe an emotional support/companion animal;
- c. A description of what the resident is requesting as a reasonable accommodation from the Association's rules (e.g. dog in excess of the twenty-five (25) pound weight or eighteen (18) inch restriction);
- d. Description of how and why the particular animal requested provides a needed accommodation to address such disability and why an animal under twenty-five (25) pounds and eighteen (18) inches cannot accommodate such disability;
- e. Proof that the individual providing the assessment is a licensed physician with respect to physical disabilities or a licensed mental health professional with respect to mental or emotional disabilities, and the patient is under his or her professional care; and
- f. The date and type of the physician or mental health professional's license and the state or other jurisdiction in which it was issued.
- g. Copy of a license or assistance dog identification tag obtained from Sacramento County.
- h. Affidavit(s) from the owner and, if applicable, the tenant, signed under penalty of perjury, that the animal is a service or emotional support/companion animal, and that the affiant understands that it is a crime punishable by six months in jail or a fine of up to \$1,000, or both to misrepresent oneself as the owner of a service animal under California Penal Code Section 365.7 and that the law may be extended under certain circumstances to emotional or psychiatric support animals.

For an owner who wishes to rent their unit to a tenant that has a service or emotional support/companion animal that does not comply with the Association's pet restrictions, such owner must submit a complete request for a reasonable accommodation and receive written authorization from the Association granting the requested accommodation before the tenant begins occupying the unit.

32. POOLS AND SPA

“POOLS” IN THIS RULE INCLUDE THE SPAS
NO LIFEGUARD ON DUTY AT ANY TIME
SWIM AT YOUR OWN RISK

- 32.1 Pool areas are defined as the concrete areas surrounding the pools.
- 32.2 No resident or guest under the age of eighteen is permitted in any pool or spa unless supervised by an adult resident. The adult resident will be held responsible for the behavior of all residents and guests that they are supervising.
- 32.3 No glass or other breakable material is permitted in any pool area.
- 32.4 A unit is allowed only 4 guests at one time. An adult resident (18 years or older) must accompany guests at all times.
- 32.5 No food is permitted within the fenced pool areas.
- 32.6 With the exception of guide dogs, no pets are allowed in any pool area.
- 32.7 No running, shoving, or pushing is permitted.
- 32.8 Only clothing sold as swimwear may be worn in the pools or spas. No cutoffs, jeans, tank tops, or street clothes are permitted.
- 32.9 Anyone talking on a cell phone must be outside the pool area. No loud music or noise permitted. Any electronic equipment that emits sound must be used with headsets/earpieces in the pools/common areas.
- 32.10 The main pool in Old Woodside is designated as a lap pool only.
- 32.11 Noodles are allowed in all pools with the exception of the Old Woodside Clubhouse pools. Lapboards, life jackets and arm flotation devices designed for children are allowed. No other flotation devices, inner tubes, or inflatable items are allowed.
- 32.12 No diving is permitted.
- 32.13 No nudity at any pool or spa is permitted.
- 32.14 People with medical conditions should use caution when using the spa. Supervising adults must accompany persons under eighteen years of age using the spa. California Health and Safety Code recommends no children under the age of 5 in spas.
- 32.15 No toys or floating devices are allowed in the spas or pools.
- 32.16 Children in diapers are not allowed in the pools or spas. Suitable “swim diapers” like Swimmers or Water Babies are required.
- 32.17 Gates and doors must be closed after entering or leaving the pool areas.
- 32.18 Suntan oils must be removed before using the pools or spas. Since oils clog filter systems, a glycerin-based suntan lotion is preferred.

32.19 Residents and their guests are responsible for removing and depositing all refuse in the trash containers.

32.20 No bicycles or skateboards are allowed in the pool areas.

32.21 No smoking in pool areas.

32.22 Anyone in the pool area must present a valid Woodside ID when requested by Management or Woodside Security. Refusal to do so will result in a disciplinary action as set forth in Section 36.1 (trespassing), Section 39.2.1 (single occurrence violation), or Section 39.2.4 (exceptional violation), at the discretion of Security or Management.

33. **QUIET HOURS**

33.1 Allowable construction work hours are as follows:

Weekdays	8:00 AM – 6:00 PM
Weekends	9:00 AM – 5:00 PM

33.2 Quiet hours on the property, including the pool and spa areas, are in effect from 10:00 PM to 6:00 AM. Sound from radios, stereos, televisions, musical instruments, and conversation must be kept at low levels during that time.

33.3 Loud noise from vehicle radios or sound systems is not acceptable on the property at any time.

34. **REAL ESTATE AGENTS**

Owners who list their units for sale or rent with a licensed real estate agent may make their own arrangements for entry. Agents may place lock boxes at residences to facilitate entry. Please see. Section 43.1

35. **REMOTE GATE OPENERS**

Remote gate openers open all vehicle electronic gates at the six entrances to the property.

35.1 A refundable deposit is required to obtain an opener. Residents may obtain one additional opener over the number of bedrooms in the unit. For example, residents in a one-bedroom unit may have two gate openers.

35.2 Every resident who possesses a vehicle is required to have a gate opener.

35.3 If a gate opener is lost, stolen, or destroyed a \$100 fee will be assessed and the deposit will be forfeited.

35.4 When terminating residency at Woodside, residents must return openers either to the landlord/owner or to the office. Deposits will be refunded for undamaged openers returned to the office.

35.5 See the office for further details on nonworking openers or replacement costs. Working gate openers may be upgraded at an additional cost. The original deposit is to remain on the account.

35.6 Residents are urged not to loan or give their gate openers to anyone to use when they are away, unless the person is residing in the unit during the absence.

35.7 If gate openers are not turned into the office prior to the sale of a unit, the charges herein stated (35.3) will be levied in escrow.

36. RESIDENT DEFINITION

A "Resident" of Woodside is any owner or tenant who resides in a unit and is registered at the office. A resident is not required to occupy a unit full-time. Residents must have a current Resident/Owner Form on file at the Association office. Owners/Tenants may be subject to a \$100.00 fine if not registered within 15 days of occupancy. Non-resident owners may not utilize any Woodside amenity except as a guest of a resident.

- 36.1 Upon request, residents must be prepared to give their name and unit number to management or security. Those refusing to provide this information may receive a violation and/or law enforcement can be called and the person reported as a trespasser.

37. OWNERS RESPONSIBILITY FOR PROPERTY UPKEEP/MAINTANCE

- 37.1 Owners of vacant property(s) are responsible for maintaining the exclusive use common area and the interior of the unit(s). Examples include but are not limited to: Plumbing, Electrical, and Pest.

38. ROOF

- 38.1 No one is allowed on any roof at any time without prior Management authorization.
- 38.2 Maintenance will assist any owner or contractor with roof access to insure no damage to the roofing material.
- 38.3 Building, carports, and shed roofs are cleaned once a year by Woodside personnel. Woodside personnel will not be responsible for cleaning patios and balconies prior to, during, or after this process.

39. RULES VIOLATIONS

Owners are responsible and liable to the Association for their actions, actions of their tenants, their guests, and guests of their tenants.

39.1 RULES HEARING COMMITTEE

The Rules Hearing Committee has been established under the direction of the Board. The committee is comprised of residents approved by the Board and a liaison from the Board. The committee makes recommendations to the Board. The Board has the final authority to impose sanctions and fines.

39.2 CATEGORIES OF VIOLATIONS/SANCTIONS

Violations are divided into the following categories: Single Occurrence, Cumulative Violation of different rules, Ongoing Occurrence of the same violation, and Exceptional Violation of a grievous nature. Each category carries a possibility of a fine or other sanction imposed by the Board of Directors. All fines are set at the level necessary to encourage compliance with the CC&Rs and the Rules and Regulations.

- 39.2.1 Single Occurrence: A violation that happened once. Fine not to exceed \$200 per documented occurrence except as provided in Sec. 30.7.

- 39.2.2 Cumulative Violation: An ongoing pattern of rules violations that crosses multiple categories. Fine not to exceed \$500 for the combined violations.

- 39.2.3 Ongoing Occurrence: Repeated occurrences of a violation. Fines may be levied daily or monthly but may not exceed \$100 per month.

39.2.4 Exceptional Violation: A violation of such singular or major nature as to not fit into the other categories or which may require special consideration on the part of the Rules Hearing Committee or Board. No additional violations will be necessary. Fine not to exceed \$500 per documented occurrence.

If a resident verbally or physically abuses an Association or management employee, no issuance of a first or second violation notice will be necessary. The resident will go directly to a Rules Committee hearing.

39.3 NOTICE OF WARNINGS AND VIOLATIONS

39.3.1 Issuance of Warnings:

Security staff and the Association Management have the discretion to issue warnings in lieu of violation notices when the offense is of such a nature that it is deemed more appropriate. If the warning does not result in corrective action within a reasonable time, a violation notice will be issued.

39.3.2 Issuance of Violations:

For violations that require time to remedy, a violation notice will be issued and the violator be given five days to remedy the problem.

39.3.3 A second inspection of the initial violation will be made after the five-day period has concluded. If the violation still exists, a second violation notice will be issued, providing another five days to remedy the problem.

39.3.4 A third inspection, if necessary, will be made after the second five-day period has expired. If the violation still exists, the resident will be issued a letter to appear before the Rules Hearing Committee at a scheduled date and time. If the owner fails to appear, the committee may hold the hearing and may make a recommendation to the Board. The Board may issue a fine or sanction. The committee may, at its discretion, reschedule the hearing upon written request of the owner.

39.3.5 After a hearing by the Rules Hearing Committee, the owner will be notified of the committee's recommendation and/or Board decision in writing within fifteen days of the committee's hearing.

39.4 GENERAL PROVISIONS

39.4.1 Fines may be increased if compliance is not achieved but may not exceed the specified maximum limits.

39.4.2 Denial of common property privileges on a temporary basis is an additional sanction available to the Board.

39.4.3 Fines may be imposed on a monthly, daily, or "per-incident" basis. Fines may escalate and accumulate at a rate of increase at the discretion of the Board until the violation is corrected.

39.4.4 In cases involving destruction of real or personal property, whether of the Association or other party, full reimbursement to the damaged party shall be required in addition to any fine or sanction imposed.

- 39.4.5 If a violation provides an economic benefit to the violator, the fine may be made sufficiently large to completely eliminate any economic incentive for failure to comply. This type of violation may be considered "Exceptional".
- 39.4.6 Three or more written complaints from three or more different individuals will be sufficient grounds to generate a Rules Committee hearing.

39.5 APPEALS

- 39.5.1 Individuals who have been summoned to appear before the Rules Hearing Committee and have received a fine or other sanction may appeal the decision to the Board.
- 39.5.2 Appeals must be in writing, addressed to the Board, and received in the office no later than fifteen days from the date the owner was notified of the Board's decision. The appeal will be heard at the next regularly scheduled executive session of the Board of Directors.

40. SATELLITE DISHES

Satellite dishes must be freestanding and located on a patio or deck only. They may not be attached to any part of the common area building, fencing, deck railing, or roofing.

41. SECURITY

- 41.1 Security consists of seven-day-a-week, round-the-clock, uniformed, unarmed personnel engaged to patrol the premises and write warnings/violation notices. In the event of serious disturbances or illegal activity, to call the appropriate authorities.
- 41.2 Security personnel are not authorized to run errands or socialize with residents.

42. SEWERS, DRAINS AND PLUMBING

- 42.1 Owners are responsible for plumbing facilities, showers, bathtubs, sinks, toilets, including plugged drains. Owners are responsible for bathtub and overflow valves and temperature control valves (Moen valves). (Association/Homeowner Responsibility Policy dated December 21, 1992, was repealed.)
- 42.2 Owners who modify or add to existing drains or plumbing in their units are responsible for any damage or loss of service resulting from these improvements.

SIGNS

43.1 COMMERCIAL

- 43.1.1 Two "For Sale" or "For Rent/Lease" signs are permitted in any one unit, one per window on each side of the building. Maximum size of sign: 24"x24". The sign can be placed only on the interior of a window or sliding door. No signs on decks or in common areas.
- 43.1.2 In units where a window's or sliding glass door's sign cannot be seen, the owner may place one "For Sale" sign in a discrete alternative location. Signs may not be staked in the ground.
- 43.1.3 A-frame signs must be within three feet of the front door of a unit and may only be displayed during open houses.
- 43.1.4 Only Woodside "Open House" signs and arrows attached to a stake may be used inside the complex. These can be checked out at the office. A fully refundable \$50.00 deposit is required.

43.1.5 The vehicle gate nearest the open house will be open during the hours of 1:00 PM to 4:00 PM if the office is notified of an open house.

43.1.6 No one other than the Association may place other commercial signs of any kind on Woodside property.

43.2 NONCOMMERCIAL

43.2.1 California Civil Code Sec. 1353.6 states that the operating rules may not prohibit posting or displaying of noncommercial signs, posters, flags, or banners on or in an owner's separate interest except as required for the protection of public health or safety or if the prohibition would violate a local, state, or federal law. A noncommercial sign, poster, flag, or banner may be made of paper, cardboard, cloth, plastic, or fabric and may be posted or displayed from the owner's separate interest but may not be made of lights, roofing, siding, paving materials, flora, or balloons or any similar building, landscaping, or decorative component or entail the painting of architectural surfaces. Maximum size is 9 square feet for signs and posters and 15 square feet for flags and banners.

43.2.2 No noncommercial signs, posters, flags, or banners of any kind or any size may be placed on or in common areas.

43.2.3 Political signs may be placed inside unit windows for a maximum of thirty days prior to a city, county, state or national election and must be removed within ten days after the election.

44. SOLICITORS

Solicitors are not permitted on the property.

45. TENNIS COURTS

45.1 No one under the age of eighteen years may use the courts unless accompanied by an adult resident.

45.2 A resident must accompany guests using the courts.

45.3 Maximum time of play when people are waiting:
Singles – one set Doubles – one pro set
Five minutes of warm-up permitted
Practice Only – 30 minutes

45.4 Only shoes specifically made for tennis with non-marking soles are allowed. Bare feet, sandals, street shoes or any other types of shoes are not allowed.

45.5 Appropriate tennis attire is required. No cutoffs, jeans, bathing suits, or clothing conspicuously in need of repair or soiled are allowed. Shirts must be worn on the courts.

45.6 Court Etiquette

- (a) Players should not enter or retrieve balls from another court while play is in progress.
- (b) Players should return stray balls only between points.
- (c) While individuals are playing and both courts are in use, the court used for lessons shall limit the number of tennis balls in play to four.

45.7 Roller skates, rollerblades, skateboards, bicycles, and scooters are prohibited on the courts. Lawn chairs or other forms of furniture are not permitted.

45.8 All litter and personal belongings are to be removed by players.

45.9 No pets are allowed on the courts.

46. **TREES**

46.1 **TREE COMMITTEE**

The Tree Committee is comprised of homeowner volunteers. Responsibilities include developing and maintaining a list of trees approved for planting, reviewing tree request forms, and making recommendations to Management and/or the Board.

46.2 **TREES IN COMMON AREAS**

46.2.1 **RESPONSIBILITY**

Maintenance of trees in the common area is the responsibility of the Association.

46.2.2 **TREE REQUESTS**

Persons who believe a tree in a common area requires maintenance or removal should complete a Tree Request Form available on the Woodside website or at the office. The form will be forwarded to the Tree Committee for investigation and recommendation.

Consideration for tree maintenance requests will follow this order of priority:

- (a) threats to health or safety of residents,
- (b) threats to structures and personal property,
- (c) threats to health of trees, and
- (d) aesthetic preferences.

46.2.3 **NEW TREES**

The Tree Committee works with an arborist and Management to determine what types of trees to plant and their location in the common area. Owners or tenants may request the planting of a new tree in a common area by filling out a Tree Request Form. The Tree Committee will consider the request and make its recommendation to the Board. The Board will decide if the Association will pay for the new tree or require the owner to pay for it.

46.2.4 **TRIMMING OF TREES**

Trimming may be performed by maintenance, the landscape company, or an arborist depending on branch height and extent of pruning necessary.

46.2.5 **REMOVAL OF DEAD TREES**

Upon recommendation of the Tree Committee and concurrence by the arborist under contract to the Association, dead trees will be removed. An attempt should be made to notify surrounding residents prior to removal of a tree. Tree removals will be noted in the monthly newsletter (ideally before the tree is removed).

46.2.6 **REMOVAL OF LIVE TREES**

If the Tree Committee recommends the removal of a live tree, it must be accompanied by the opinion of two arborists. Removal of a live tree requires Board approval. The desire is, generally, that no live tree will be removed from a common area unless absolutely necessary for health and safety reasons or to minimize property damage.

46.3 TREES IN PATIO AREAS

46.3.1 RESPONSIBILITY

In accordance with the CC&Rs, all plantings in patio areas are the responsibility of the owner. Trees must be maintained in accordance with the following: they may not touch the buildings, must be kept a minimum of three feet away from building roofs, and may not overhang or make contact with upstairs balconies. A tree uplifting or pushing against a patio wall or shed must be removed. Unsightly trees or branches must be pruned or removed.

If these issues are not addressed by the owner of the patio or deck in question, the Tree Committee will make recommendations to Management as to what action, if any, should be taken. If Management concurs, it will ask an owner to take corrective action. If the owner fails to take the necessary corrective action, the Association has the right to conduct the maintenance and bill the owner for costs incurred.

46.3.2 NEW TREES

An owner and/or resident who desires to plant a new tree in a patio area must submit a Tree Request Form that explains the type of tree and the proposed placement within the patio. The Tree Committee will consider the request and make its recommendation to the Board. No planting may occur without the prior written permission of the Association.

46.3.3 REPORTING PROBLEM TREES

An owner and/or resident may complete a Tree Request Form to report a patio tree that is causing a problem. Examples of problems include trees, whose branches touch roofs or balconies, have dense foliage that blocks out a neighbor's sunlight, have fruit or sap that may be damaging a structure, or that are diseased. The Association will investigate the problem and determine what actions may be necessary to deal with it.

47. **VEHICLE AND PEDESTRIAN GATES**

Woodside provides six vehicle entrance gates and twelve pedestrian gates to the property.

- 47.1 Residents should not open gates for other vehicles or pedestrians not entitled to enter. Vehicles should not follow other vehicles through the gates. Any damage resulting from one vehicle following another shall be the responsibility of the person following.
- 47.2 Gates may not be forced open.
- 47.3 Only authorized personnel may work on gate motors, directories, or other gate equipment.
- 47.4 No one is permitted to hang on, ride, or otherwise interfere with gates.
- 47.5 Guests entering at gates with keypads (gates 1, 4, 6) shall call a resident. The resident shall open the gate by entering the proper code.
- 47.6 Pedestrian gates should not be propped open. Keys are available for purchase in the office.

48. **WASHERS/DRYERS – INDIVIDUAL UNITS**

Installation of washer/dryer hookups (electrical/plumbing) in individual units requires architectural approval. Dryers must be ventless. Venting may not extend through roofing or any exterior wall. Washers and dryers may not be installed on common walls. They may be side-by-side, stackable, or a combination washer and dryer (all-in-one).

49. **WATER SHUT-OFF POLICY**

Residents requiring water to be shut off must notify the office forty-eight hours in advance. Water can be shut off only between 10:00 AM and 2:00 PM, Monday – Friday, with the exception of holidays, unless an emergency or maintenance work requires the water to be shut off. If there is an emergency, all efforts will be made to notify residents affected. Only Woodside personnel may shut off a building's main valves.

50. **WINDOWS**

50.1 COVERINGS

50.1.1 The requirements for window coverings apply to any glass surface in the unit.

50.1.2 Window coverings (i.e., drapes, shades, verticals, mini-blinds, woven woods) must be solid white and/or solid white-backed. Coverings must be in good condition. Unsightly, dirty, torn or damaged coverings are not permitted. In the case of disputes, the manager's opinion will prevail.

50.1.3 Shutters or wood-style blinds may be white or a brown-stained wood color.

50.1.4 Pattern or print materials are not permitted in windows.

50.1.5 No aluminum foil or similar covering, including all types of film, may be applied to glass areas. No type of window shade may be hung from balconies or decks.

50.2 GARDEN OR GREENHOUSE

Garden or greenhouse windows require architectural approval. These types of windows *may* be approved depending on the location of the window. Generally, garden or greenhouse windows which can be seen will not be approved for installation.

50.3 REPLACEMENT/RETROFIT

Windows must resemble in design, style, and color windows in the unit. Samples of actual sash treatment, color and materials are in the office for the use in the application process for alteration of existing windows. Allowable windows are to be dual pane, insulated glass or up to Low-E 272 or equivalent. Outside frames are to be dark bronze in color. Maximum outside exposed edge of the window frame cannot exceed 1 5/8" and must stay within the confines of the existing opening. All changes to existing windows need to meet current building code requirements for tempered glass and all egress requirements.

Owners must notify Management when installation begins.

50.3.1 Stucco Installation

Stucco may not be altered due to (1) water barrier intrusion, (2) texture mismatching, and (3) stucco cracking.

50.3.2 Sliding Glass Door Installation

One-half slide, three-panel, or four-panel sliding glass doors require architectural approval. French doors are allowed in wood or wood with metal cladding on the exterior only. Their homeowner is responsible for painting the exterior of the wood door dark brown/bronze.

50.4 SOLAR/SUNSCREENS

Window solar/sunscreen are allowed. Screens must be fitted to the windows. One screen may not cover multiple windows. A sample product is available in the office. Approved screens are black mesh, up to 80% sun blockage, with a dark bronze aluminum frame. The owner must submit to the office an architectural application with a receipt reflecting the style of the approved screen. No review process or deposit is required. Other types of screens require architectural approval with an accompanying deposit. Window Film Tint is allowed see the office for approved window film.

50.5 Regular window screens must be fitted to the window and one screen may not cover multiple windows. Approved screens are black mesh with dark bronze aluminum frame.

50.6 SECURITY CAMERAS

Security cameras may be installed within window openings. Cameras may not be directed at other windows or into patios or into private spaces of neighboring units. Security cameras must be white in color. No cameras may be mounted to the building exterior or to patio walls. Video doorbell cameras are permitted. (See Rule 17.3)

51. WOODSIDE EQUIPMENT

Equipment owned by the Association including, but not limited to, maintenance tools, maintenance vehicles, conference tables, folding chairs, small kitchen appliances, barbeques, beverage coolers, and pool furniture, may not be given out for personal use.

REFERENCE INFORMATION

EMERGENCY

General Emergency	911
Sacramento County Sheriff	874-5115
Fire Department (emergency line)	264-5252
Fire Department (non-emergency line)	228-3035

WOODSIDE

Main Office	922-8469
Main Office Fax Line	922-4607
Security Cell Phone	849-6828
Website	www.woodsidehoa.com

MISCELLANEOUS INFORMATION

SMUD (For Service Start/Stop)	888-742-7683
PG&E (Pilot Light)	800-743-5000
(Please contact Association Office for account # before calling)	
Local Phone Service	800-310-2355
U.S. Post Office – Arden Station	800-275-8777
San Juan Unified School District	971-7609
Sacramento County Flood Information Website	www.floodready.org
Comcast Cable	916-275-8859

WOODSIDE GENERAL INFORMATION

Located in what county	Sacramento County
Law Enforcement	Sacramento County Sheriff
Fire Department	American River Fire District
Post Office	Arden Station
School District	San Juan Unified School District
Utility Service	Sacramento Municipal Utility District (SMUD)
Water Service	Sacramento Suburban Water District
Flood Zone	Phase 1: A99 Portions of Phases II and III

WOODSIDE PROPERTY INFORMATION

Units	725
Residential Buildings	Old (33), Sierra (32), East (43)
Guest Room Rentals	2 (Rooms above Association Office)
Laundry Rooms	6
Pools	10
Spas	3

POLITICAL DISTRICTS

US Congressional District	5 th
California Assembly District	10 th
California Senatorial District	5 th
County Supervisor District	3 rd

APPENDIX A
Assessment Collection Policy

Assessment payments are due on the first (1st) of each month and delinquent if received in the Woodside Association office after midnight on the fifteenth (15th).

If the 15th of the month falls on a Saturday or Sunday, payments are due by midnight on Monday. If Monday is a legal holiday, payments are due by midnight on Tuesday. If the 15th of the month falls on a legal holiday, payments are due by midnight the following day.

A late fee in the amount of ten percent (10%) of the monthly dues assessment (rounded down to the nearest dollar) will be imposed against all delinquent assessments, and interest at the rate of twelve percent (12%) per year, commencing thirty (30) days after the assessment becomes due, will be imposed upon all sums due.

Notwithstanding any instructions to the contrary, payments will be applied to an Owner's account in the following order:

1. To any outstanding special assessments unless the Board has authorized an alternative payment plan
2. To delinquent assessments
3. To current assessments
4. To any fees and costs of collection assessed against the Owner
5. To outstanding interest charges

Delinquent Owners will have forty-five (45) days from the date assessments become due to pay all charges in full or an assessment lien may be recorded against the Owner's property. The lien recording fees and costs, late charges and interest shall be assessed against the delinquent Owners and must be paid in full prior to the release of the lien.

Owners have thirty (30) days from the date of the recordation of the assessment lien to pay in full or the lien will be foreclosed. All foreclosure fees and costs, late charges and interest will be assessed against the delinquent Owner and must be paid in full before the foreclosure sale will be cancelled.

Reimbursement and Enforcement Assessments must be paid in accordance with the time frames set forth in Article IV of the Association's CC&Rs. Failure to pay Special Individual Assessments will be subject the affected Owner to the same foreclosure proceedings as apply to Regular Assessments.

Common Maintenance Special Assessments due dates shall be set by Board Resolution as necessary.

In addition to the above, the Association does not waive its right to bring an action at law or in equity to collect delinquent assessments.

APPENDIX B Deductible Policy

I. Master Flood Insurance Policy: At the time of adoption, the policy deductible was \$5,000 per building.

The deductible will be shared equally by the Owners of Units and/or Exclusive Use Common Area (including, but not limited to, patios or balconies) that have been flood-damaged within the building, and, if Common Area (including, but not limited to, building exteriors) has also been damaged, then also by the Association.

Owners of Units and Exclusive Use Common Area that have not been flood-damaged are not liable for the deductible.

"Units consist of the interior space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and window frames, doors, door frames and trim, of each such interior space[]. . . ." (CC&Rs, at Article 1, Section 1.36)

If the loss is less than the deductible, then the loss will be shared pursuant to the CC&R's, at Article VIII. For example, if the loss is \$2,500, and only a building exterior, and the carpets of two Units are flood-damaged, then the Association shall repair the building exterior, and the Owners of the two flood-damaged Units shall repair their own carpets.

Some examples of the application of the deductible policy for the flood insurance policy are as follows:

1. If only two Units within a four-Unit building have been damaged, then the Owners of the two damaged Units will each pay one-half of the deductible.
2. If two Units within a four-Unit building and also the exterior of the building have been damaged, then the Owners of the two Units and the Association will each pay one-third of the deductible.
3. If only the exterior of a building has been damaged, then the Association will pay all of the deductible.

This deductible is typically not covered by a HO6 Policy (Condo) and would require the owner(s) to come out of pocket for the deductible.

II. Master Property Insurance Policy: At the time of adoption, the deductible was \$10,000 per occurrence.

A. Losses which are not due to any fault of an Owner or the Association

1. If the loss originates from the Common Area (excluding Exclusive Use Common Area (including, but not limited to, patios and balconies)), from no fault of an Owner or the Association, then the deductible will be shared equally by the Owners of Units that have been damaged and also by the Association if Common Area (including, but not limited to, the exterior of a building) has been damaged.

Owners of Units or Exclusive Use Common Area that have not been damaged are not liable for the deductible.

If the loss is less than the deductible, then the loss will be shared in proportion to the responsibility for repair as allocated by the CC&R's.

Some examples of the application of the deductible policy for the property insurance policy where the loss originated from the Common Area, and was not due to the fault of an Owner or the Association are as follows:

- i. If only two Units of a four-Unit building have been damaged, then the Owners of the two Units will each pay one-half of the deductible.
 - ii. If two Units and the exterior of a building have been damaged, then the Owners of the two Units and the Association will each pay one-third of the deductible.
 - iii. If only the exterior of a building has been damaged, then the Association will pay all of the deductible.
2. If the loss originates from Exclusive Use Common Area (including, but not limited to, patios or balconies) or from a Unit, from no fault of an Owner of another Exclusive Use Common Area or Unit, or the Association, then the deductible shall be borne solely by the Owner of the Exclusive Use Common Area or Unit, from which the loss originates.

If the loss is less than the deductible, then the Owner of the Exclusive Use Common Area or Unit from which the loss originates will be solely responsible for the loss, or as otherwise provided by the Association's CC&R's.

B. Losses which are due to the fault of Owners and/or the Association

If the loss is due to the fault of Owners and/or the Association, then the deductible will be shared equally by the Owners and/or Association who are at fault, regardless of whether the loss originates from Common Area, Exclusive Use Common Area, or a Unit. The Board will determine who is at fault and the proportion of their fault.

If the loss is less than the deductible, then the Owners and/or Association at fault will share in the loss in proportion to their fault.

Some examples of the application of the deductible policy for the property insurance policy where the loss was due to the fault of Owner(s) and/or the Association are as follows:

1. If one Owner is at fault for the loss, then that Owner will pay all of the deductible.
2. If two Owners are at fault for the loss, then those two Owners will each pay one-half of the deductible.
3. If the Association is at fault for the loss, then the Association will pay all of the deductible.
4. If an Owner and the Association are both at fault for the loss, then that Owner and the Association will pay each pay one-half of the deductible.

Owners may obtain a HO6 policy to cover this deductible.

**IF THE DEDUCTIBLE(S) CHANGE WITH FUTURE RENEWALS OF ANY OF THE POLICIES,
THE RESPONSIBILITY LIMITS WILL ADJUST ACCORDINGLY**