



NEPENTHE ASSOCIATION COMMUNITY RULES



Nepenthe Association Community Rules, effective March 2024.

Using the authority granted to it in Section 6.6. (a)(ii)(E) of the CC&Rs, the Board of Directors may, from time to time, adopt new or revised rules and regulations that change these Community Rules.

All new or revised rules will be incorporated into this document as soon as possible. Members will be notified when a revision of these rules is adopted and will be provided a link to the latest revision on the website. Members who prefer to receive the latest revision of these rules as a printed document may request a printed copy from the Clubhouse front desk.

The latest version of these rules is always available on the Association's website, shown below. A printed copy of the latest version is available for viewing at the front desk.

<http://NepentheHOA.com>

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Section 1. Introduction

The beauty, tranquility, and harmony of design of our community were principal elements in the decision we each made to invest here and make Nepenthe our home. This inspiration also was the focus in creating and revising our Community Rules. It is hoped that these proven standards will preclude problems and enhance our community spirit.

While not all activities and situations are identified herein, these rules provide a simple, reasonable, and effective guideline from which everyone can benefit. Common courtesy, sensible behavior and respect for others remain the best practices in any social environment.

Nepenthe Association is organized as a common interest development under the laws of the State of California. Owning a home within a common interest development is different from owning a standalone dwelling. The Nepenthe Association owns common property, such as our two private streets, the Clubhouse, and various amenities.

Years of experience in common interest developments have shown that it is necessary for the owners of common property to come to an agreement, in writing, on how the jointly owned property should be managed and used. These Community Rules are a part of that agreement. The goals of this document are:

- To enhance each member's enjoyment of their personal residence and the Common Areas and Facilities of the Association.
- To highlight or clarify certain portions of our *Covenants, Conditions, and Restrictions* (CC&Rs).
- To help protect, maintain, and enhance the value of our shared assets.
- To maintain reasonable order and peace within our organization and community.

The *Declaration of Covenants, Conditions, and Restrictions for Nepenthe Association* (CC&Rs), and the *Bylaws of the Nepenthe Association* (Bylaws), are the two legal documents that provide the basis for the creation of "Community Rules". This document is intended to implement applicable provisions from the CC&Rs and the Bylaws as well as additional rules and regulations created by the Nepenthe Association Board of Directors using the authority granted to the Board in CC&R, Sec. 6.6. (a)(ii)(E), and in the Bylaws. If any disagreement is discovered among these Community Rules and Regulations, the CC&Rs, and the Bylaws, the language of the CC&Rs and/or the Bylaws prevails.

References given throughout this document in brackets, e.g. {Sec. 6.6. (a)(ii)(E)}, refer to an Article or Section of the Covenants, Conditions, and Restrictions, or CC&Rs. Often, the CC&Rs provide more extensive information on a given subject and should be consulted for complete understanding of a topic.

Section 2. Occupancy & Use of Property

2.1. Occupancy {CC&Rs Sections 2.1.(a)}

No more than two (2) persons per bedroom, plus one (1) additional person per residence, not including temporary guests, may reside in any Lot. In no event shall a Lot be occupied by more individuals than permitted by applicable zoning laws.

2.2. Residence Rental and Leasing {CC&Rs Sections 2.4 & 2.5}

Residences within Nepenthe may be rented or leased. The following conditions apply to all rentals and leases:

2.2.1. Lease or Rental Agreement

A lease or rental agreement must be in writing, must be for a term of not less than 180 days, and is subject to the Community's governing documents. An Owner is responsible for providing a copy of the CC&Rs, Bylaws and these Community Rules to his/her tenants at the Owner's sole cost. Additionally, an Owner is required to notify management of the names of their tenants.

2.2.2. No Short-Term Leases/Rentals/Time Sharing and No Hotel Services

Any agreement, plan or arrangement under which the right to use/occupy the Lot that rotates among various persons which includes providing the occupants with customary hotel services, such as room service, maid service or laundry and linen service is prohibited. No subleasing of any Lot shall be permitted except with the written approval of the Board. {Sec. 3.2.(b)}

2.2.3. Voting and Use Rights

An Owner who leases his/her home retains his/her voting right in the Community Association and is also permitted usage rights of all Common Areas and Facilities while owner of the home. The lessee assumes the privileges and responsibilities of Community Association membership but does not gain a voting right. The vote remains with the Residence's owner. Owners that do not reside in Nepenthe are still permitted to use the Common Area Facilities as are their tenants living in the Development. {Sec. 2.4.(a)(iii)}

2.3. Restrictions on Businesses {CC&R Section 3.1(b)}

No business of any kind shall be established, maintained, operated, permitted or conducted in Nepenthe without written approval from the Board, except home offices and/or such professional or administrative businesses as may be permitted by applicable statutes and/or ordinances provided, however, that:

- No external evidence of such business/home office.
- No employees coming and going
- No published advertising of the unit address
- Business will not increase Nepenthe's insurance obligations and/or premiums

2.4. Resident Registration

To ensure good communication between the Association and the Residents, all owners and tenants are asked to provide their telephone numbers, email addresses, vehicle information and emergency contacts to Management.

2.5. Accessory Dwelling Units and Junior Accessory Dwelling Units

2.5.1. Board Approval Required

Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) are permitted in the Nepenthe Association pursuant to applicable statutes and municipal codes.

2.5.2. Homeowners Required to Submit a Home Improvement Application

Before converting any existing residence and/or garage and starting any construction, homeowners are required to submit a Home Improvement application to the Association for review by the Architectural Review Committee (ARC) and for approval by the Nepenthe Board of Directors. See Architectural Criteria Approved 8 April 2020.

2.5.3. Occupancy

An ADU or JADU is only permitted for an Owner-occupied Lot.

2.5.4. Selling a lot with ADU or JADU

Lot can be sold only to a buyer who intends to occupy the primary residence if that buyer intends to continue renting out the ADU or JADU. An ADU or JADU cannot be sold separately from the primary residence.

Section 3. Common Area Rules

3.1. General

All real property that is owned, controlled, or maintained by Nepenthe Association is for the common use and enjoyment of the Owners and Residents.

Common Areas include the Common Facilities located thereon. Examples of Common Areas and Common Facilities are:

- Green spaces
- Landscaping outside of the residential units except for backyards and fenced patios.
- Clubhouse, Dunbarton Cabana, Elmhurst pool house, and attendant facilities, parking lots, and landscaping.
- Sports Courts
- Swimming Pools and Spas
- Driveways and Alleys
- Excluding the use of laydown yard on University Avenue
- Excluded are the use of storage yard on University Avenue and the Elmhurst garage area.

3.1.1. Use of Common Areas

The Common Area and Common Facilities are to be used only for purposes originally planned and intended by the builder, except for events approved by Nepenthe. The Clubhouse and other Common Areas cannot be used for any commercial purpose.

3.1.2. Obstruction of Common Areas

There can be no obstruction of the Common Area, nor shall anything be stored by Residents in or upon the Common Area without the written consent of the Community Association. A limited number of ornamental pots and decorative items are allowed at entrances to an individual unit. Pots are not permitted in the Common Area.

3.1.3. Alterations to Common Areas

No person(s) other than the authorized agents of the Community Association can introduce, remove, or alter any Common Area without written consent of management. This includes planting in the shrub beds around the Residences. Portable toilets are not allowed on the Common Areas, except as approved by the management.

3.1.4. Damage to Common Areas

Residents are responsible for payment of the cost of repairs for all damage to the Community Association's property caused by themselves, members of their families or their Guests.

3.1.5. Risk and Liability

Residents and Guests use the Common Areas at their own risk.

3.2. Parking, Streets and Driveways

3.2.1. Parking

PRIVATE STREET RESIDENTS

Minimizing street parking helps improve the aesthetics of our community. Streets are for parking of guests, contractors, and short periods for our residents.

DUNBARTON CIRCLE AND UNIVERSITY AVENUE RESIDENTS

Parking for owners, other residents and their guests is permitted, except between the hours of 12:00 a.m. and 6:00 a.m., on one side of Dunbarton Circle only, as indicated by the signs posted on those streets. The same rule applies to the guest stalls in the alleys on University Avenue. Public parking in those locations is prohibited.

Each home located on Dunbarton Circle and University Avenue will receive two placards for their overnight guest(s) at no charge. Replacement of lost placards can be obtained at the management office for a fee of \$10. Placards are for guest vehicles only and not for resident vehicles. Placards do not provide for parking on the city streets which are administered by the City of Sacramento.

ELMHURST CIRCLE

Elmhurst Circle residents are to always park in their garages except for brief loading and unloading. Short term guests are certainly welcome to park on the private streets. Parking permits can be obtained at the management office. Overnight guest permits will be issued for up to 14 days in a single year. Guests are defined as occasional visitors parking for a period of up to 14 days in a single year.

Abuse of guest permits will result in the forfeiture of the guest permit privilege.

Because our private streets are too narrow to allow parking on both sides of the street, private street residents who live on the parking side are asked to bear a disproportionate burden. To improve this situation, residents are reminded to instruct their guests and contractors to not park:

- in front of walkways, especially home entrance walkways
- blocking access to mailboxes
- in front of windows of homes that directly face onto the street

The Board is hoping that general community compliance will avoid the necessity of painted red lines to designate these as No-Parking zones.

PUBLIC STREET RESIDENTS

Minimizing street parking helps improve the aesthetics of our community. Streets are for parking of guests, contractors, and short periods for our residents.

Residents living on city streets within Nepenthe are to park their cars in garages. Overnight street parking is discouraged. If there are circumstances where overnight parking is necessary, please contact Nepenthe Management.

Residential Parking Permits can be obtained from the City of Sacramento. These allow a resident to park longer than the two-hour limit set by the City on streets within Nepenthe

and some surrounding community streets during the hours the City parking restrictions are enforced. Residential Parking Permits do not override the Nepenthe Community documents requiring garage parking nor Nepenthe's encouragement that street parking be limited by residents to guests.

3.2.2. Vehicle Codes and Regulations

All City of Sacramento and State of California vehicle codes apply within Nepenthe.

3.2.3. Speed Limit

The maximum speed limit within the confines of Nepenthe is 25 miles per hour and 10 miles per hour on the two private streets: Dunbarton and Elmhurst Circles.

3.2.4. Clubhouse Parking Lot

Handicapped spaces are to be used only by those who possess a handicap placard. Cars and other motor vehicles must park in designated spaces only.

3.2.5. Fire Lanes

Alleys are considered fire lanes, by law. There is no parking permitted in either fire lanes and alleys. Vehicles parked in the alleys are subject to tow without warning.

3.2.6. Commercial Vehicle Parking

(a) Purpose

The purpose of these rules is to control the overnight parking of commercial vehicles in Nepenthe which can have a direct and detrimental effect on the character of the neighborhood. As such, the Nepenthe Board of Directors finds that, in order to accommodate the parking needs of residents while protecting the interests of the homeowners, specifically, parking availability for guests and enhanced property values, these rules are desirable and necessary for the parking of commercial vehicles in the community.

These rules are consistent with the Association's CC&Rs, Section 3.1(b), which impose restrictions on businesses being conducted within the development without written approval of the Board, except for home offices and/or such professional or administrative businesses permitted by applicable statutes and/or ordinances provided there is no external evidence of such business/home office (i.e. no increased pedestrian and/or vehicular traffic, no signs, and no activities which are apparent or detectable by sight, sound or smell from outside of the Lot).

(b) Definition of Commercial Vehicles

For purposes of this rule, "Commercial Vehicles" are defined as any vehicle or trailer which:

1. Is a motor vehicle of a type required to be registered under the California Vehicle Code used or maintained for the transportation of persons for hire, compensations, or profit or designed, used, or maintained primarily for the transportation of property. (Vehicle Code Section 260)
2. Displays the name, insignia and/or logo of a business or other commercial enterprise or employer anywhere on the vehicle (except on its license plate or license plate holder, or as a decal on a

windshield or window, and except for passenger vehicles with government designations such as city inspectors, police, fire, etc.).

3. Has a chassis with a capacity of 3/4 ton or larger, such as flatbed trucks, tow trucks, semitrailers, tractor-trailer rigs, and the like.

4. Is any other kind of trailer, wagon or pushcart designed for the hauling or storage of business equipment, tools or materials.

5. Carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.

6. Is over eighteen (18) feet in length, bumper to bumper; or

7. Requires a class A or class B license, or class C license with an endorsement issued pursuant to Vehicle Code Section 15278(a)(2), (3), (4) or (5). (Vehicle Code Section 15210(b)(1))

(c) Parking Standards for Commercial Vehicles

Overnight parking of commercial vehicles within the development during the hours of 6:00 PM to 6:00 AM is prohibited.

3.3. Swimming Pools and Spas

There are three swim centers. The main Clubhouse pool area contains a heated junior Olympic lap pool, a square, shallow pool and a spa. The Dunbarton pool area has a heated pool and spa. A third unheated pool is located on Elmhurst Circle. The pools can be accessed with the electronic key card that is available to all residents for a \$10 check deposit. If the key card is lost, the replacement is \$25.

3.3.1. Hours

Pools are open from 7:00 am to 10:00 pm.

Pools are heated after seven consecutive days of daytime high temperatures over 70 degrees and the heat is turned off after seven consecutive days of nighttime low temperatures below 45 degrees or no later than October 31.

3.3.2. Rules

- Pools, spas and pool areas are restricted to Nepenthe residents and their guests.
- Nepenthe residents must accompany their guests in and around the pool areas. Residents are limited to four (4) guests per residence in a pool area at one time.
- Children under 6 are not permitted in the spa. While in the spa, children aged 6-12 should be closely supervised.
- Pregnant women, people with health problems and people using alcohol, narcotics and other drugs that cause drowsiness should not use the spa without first consulting a doctor. Long exposure to hot temperatures can cause dehydration, dizziness, and nausea.
- Quiet hours are from 7:00 pm to 10:00 pm to minimize disturbing residents who live near the pools.
- When not in use for a scheduled activity, lap pool is for swimming laps only.
- For guests who require swim pants or swim diapers, please use best practices which include checking the pants/diapers every 30-60 minutes and changing pants/diapers in the restrooms to allow for handwashing afterwards.

- Food is permitted in plastic containers only and waste is to be disposed of in the provided trash receptacles. Food is only permitted on the pool deck and not in the pool.
- Beverages are allowed in plastic containers only.
- Masks, goggles, swim fins, safety rings and small plastic inner tubes for infants are allowed. All other items, including lap boards, snorkels, bikes, toys, balls, and pool games are prohibited.
- Pets are not allowed in the pools or pool area.
- Running, rough housing and obnoxious behavior are prohibited.
- Acceptable swimming attire only – cutoffs, non-swimming shorts, etc. are not permitted.
- Smoking and “vaping” are not permitted.

The Nepenthe Clubhouse Staff and/or the Nepenthe courtesy patrol service have the responsibility and the final authority to interpret and enforce pool, spa and pool area rules.

Staff and/or security patrol are authorized to deny use of the facilities based on these criteria.

3.4. Sport Courts

Nepenthe has three tennis and pickleball centers; the following procedures and rules pertain to their use. All sports courts are to be used only for their intended purpose. Any other use is prohibited. The Clubhouse courts can be accessed with the electronic key card available at the management office for a small fee. The sports courts near Commons & Vanderbilt and Elmhurst/University use a brass key, also available to residents at the management office.

3.4.1. Permitted Use

The sports courts are for the exclusive use of Nepenthe Residents and their Guests. Guests using a sports court must always be accompanied by a Resident. Residents are limited to four (4) guests per residence in the sports court at one time. Pets are not permitted on any of the courts.

3.4.2. Hours of Use

Courts are open from dawn until dusk.

3.4.3. Apparel

Appropriate apparel is required, and shirts must be worn at all times.

3.4.4. Beverages

Only non-alcoholic beverages in unbreakable containers can be consumed on the courts.

3.4.5. Special Events

On occasion, courts will be reserved for club activities or special events. Please consult Management staff to determine court availability.

3.5. Clubhouse and Cabana

3.5.1. Locations and Hours

The main Nepenthe Clubhouse is located at 1131 Commons Drive and the Dunbarton Cabana is located at 150 Dunbarton Circle. Operating hours of the Main Clubhouse and the names and positions of staff members can be obtained in the community newsletter and on the website at www.NepentheHOA.com. The Clubhouse phone number is (916) 929-8380. Currently, the Clubhouse is

open Monday through Friday from 9:00 am to 6:00 pm. Saturday and Sunday, the hours are 10:00 am to 2:00 pm.

3.5.2. Description of Facilities

The Clubhouse is equipped with a full-service kitchen, including an electric range, warming drawer, microwave, two refrigerators and an ice maker. There is a large projection screen available. The main lounge is also equipped with a microphone system with 8 microphones.

The main lounge can accommodate up to 88 people standing and up to 50 seated at tables. The small, adjacent library is equipped with four square tables and 16 chairs. The clubhouse can be rented for private events. See section 3.5.4 below.

There is a gym at the Clubhouse available to all residents. It is accessible from 7:00 am to 10:00 pm daily by use of the electronic access key, which can be obtained by homeowners for a \$10 check. The gym has a universal weight machine, two treadmills, two recumbent cycling machines, one upright cycling machine, an elliptical and one stair stepper. A television with remote is also available, as are sanitary wipes for the machines. Further rules are posted in the gym.

The Dunbarton Cabana is not staffed. It has a main room that can accommodate 25 people, a full kitchen, and restrooms. It is used for committee meetings and can be rented for private events. See section 3.5.4 below.

3.5.3. Facility Use Procedures, adopted by the Board of Directors on December 3,2018

The hierarchy of use for Clubhouse or Cabana is as follows:

1. Board of Directors' Monthly Open Session or other Board business
2. Association/Board Related Events, including Saturday Coffee
3. Residents with an executed Rental Agreement, for non-commercial events
4. Committee Meetings
5. Resident Groups with signed Facility Use Form
6. Approved classes or presentations
7. "Drop in" residents and guests.

The website calendar is used for all events at both facilities. Management administers this website. Any resident can access it at www.NepentheHOA.com/event-calendar. Resident groups and committees who meet regularly are required to complete a Facility Use Proposal Form. This form provides management with the information they need to populate the calendar.

From time to time, a special interest group or vendor may approach Management to hold a function or class that may be of interest to the residents of Nepenthe. The requestor will be provided with a Facility Use Proposal Form. Should the manager find that the requested event does not conflict with previously scheduled events and will appeal to a broad range of residents, the event will be placed on the calendar with the understanding that insurance requirements must met.

3.5.4. Private Rentals

Renting the Clubhouse or Dunbarton Cabana is a privilege reserved only for Nepenthe residents. **If a resident chooses to rent one of the facilities on behalf of a friend, the resident is assuming responsibility and must remain at the event the entire time of the rental.**

The Clubhouse can be rented for \$40 per hour. Excluded from the rental are the lobby, management offices, gym, and pool deck. The rental includes the use of six 3'x6' banquet tables and 40 stacking

chairs. To reserve the date, a \$100 holding/cleaning deposit is required. This cleaning deposit will be refunded after the event provided no portion of it is required to restore the facility to its “pre-event” standard. Payment for the rental is due at least seven days prior to your event. A One-Day Special Event Certificate of Insurance is required for all rentals. The Rental Agreement can be found at <https://nepenthehoa.com/clubhouse-and-cabana-rentals/> or obtained from the office.

The Dunbarton Cabana has a flat \$35 rental fee for the entire day. A \$75 refundable cleaning deposit is required to hold the date. The pool deck is not included in the rental.

3.6. Grounds

Nepenthe is responsible for all landscaping in the Common Area. The landscape contractor’s employees are required to wear uniforms, but they have been instructed to take direction only from Management. Homeowners may not plant anything in the Common Area without Board approval. Nor may homeowners mow, prune, water (except as necessitated by drought with instruction from the Association), fertilize or otherwise cultivate in the Common Area, even if the homeowner planted there with Association approval per the provisions below.

3.6.1. Standards and Practices

There are Standards & Practices outlined in the Nepenthe Grounds Vision Document. This Document was adopted by the Board of Directors on December 3, 2014. The Grounds Vision Document is available for your review at https://nepenthehoa.com/wp-content/uploads/2015/10/Grounds_Vision_Document.pdf or in the Clubhouse Library.

3.6.2. Landscape Requests

If you believe landscape improvements are needed at your address, please fill out a service request form, available at the Clubhouse front desk or on the website <https://nepenthehoa.com/maintenance-request/>. If the issue requires immediate review, and the Manager, Board Liaison, and Grounds Chair agree that improvement is needed, a proposal from the landscaper will be solicited. The proposal will be reviewed by the Grounds Committee before it goes to the Board of Directors for final approval.

If you note malfunctioning sprinklers or non-functioning light posts in the Common Area, please report them to the Management Office.

3.6.3. Patio Maintenance and Improvements

Good neighbors keep their patio enclosures in a healthy, neat, and attractive manner. The Owner is responsible for maintenance and improvements within the fenced or enclosed patio areas on the lot (CC&R 5.2(b)), including the horizontal hard surfaces (e.g., poured concrete or brick/stone pavers), landscaping (e.g., trees, shrubs, surface mulching, and raised planter boxes, if present) and related surface drainage. The Association is responsible for maintenance, repair, and replacement of exterior wood siding and fences separating patios from common areas and neighboring yards (CC&R 5.1(a) and 5.2(c)), except where the Owner’s negligent maintenance or improper improvement actions may be determined to be the cause for any wood dry rot and/or termite damage, including water or landscape intrusion into an adjoining residential lot/structure (CC&R 5.3(a)).

Section 4. Owner and Resident Obligations

4.1. Maintenance of Lots and Residences

The shared maintenance agreement between the Association and the homeowners is comprehensive. To see what the CC&Rs specifically say, read Article V, Section 5.2. The list below is intended to be a handy reference. Please note that while it is the homeowner's obligation to maintain these items, there are architectural criteria for many of them that need to be adhered to. See Section 5 of this document to read what the Association maintains for each unit.

The Homeowner maintains:

Building or Framing Components	Brick Chimney, Fireplace, Chimney Cap and all components
Doors, Jambs and Hardware	Exterior Paint Touch Ups
Patios	Gate Hardware
Windows, Sliders, Frames, Skylights, Screens, etc.	Mailbox or mail slot
Patio Covers, Trellises	Plumbing servicing the Unit, including exterior spigots
Homeowner Improvements	Electrical Lines & Fixtures specific to the residence
Pest & Insect Related Problems	Cable TV, Telephone, Antennae, Dish Installations
Gas Lines, Valves, Meters	

4.2. Home Improvements – Architectural Review Process

The following improvements do not require approval, but do have criteria governing their appearance:

- Window coverings
- Front porch light fixture
- Door hardware
- Front door paint color

These items also have specific criteria, but can be approved by the office staff:

- Front door per criteria
- Screen door or storm door for the front door from approved styles
- Garage person door per criteria
- Garage vehicle door per criteria
- Cable/satellite dish installations (See also Section 4.4.4 of this Document below)
- Mailbox from approved styles
- Mail Slot, if replacing or approved by Postmaster
- Chimney Cap

These items also have specific criteria and must be reviewed by the Architectural Review Committee who will make a recommendation to the Board of Directors for approval or denial. Please allow up to two months for the approval process:

- Air Conditioner / Heat Pump Replacement (requires a secondary document, available from staff or via website)
- Window or Patio Slider Replacement (requires a secondary document, available from staff or via website)

- Window – new construction
- Window – Security Features/Bars
- Window – Sunscreens
- Skylights or Solar Tubes
- Solar Roof Panels (Thermal or Electric) (requires a secondary document, available from staff)
- Gas Line and Meter
- Shade Structure – Trellis, Awnings, Sails, Etc.
- Trellis – Floral Support / Garden Feature
- Patio Hardscape / Planter Boxes
- Patio Pool / Spa and Equipment
- Attic Fans
- Vents – Installations and/or Relocations
- Security Camera and/or Lighting
- Handrail
- Fence Relocation
- Outbuilding / Shed

The criteria, titled Architectural Guidelines, can be obtained from the office staff or viewed online on www.NepentheHOA.com. The Architectural Review Committee meets monthly to review the applications. {CC&R Article IV: Architectural Review and Approval}

4.2.1. Estoppel (Sales or Refinance) Process

Homeowners who are selling their homes (rules adopted January 4, 2023) must complete an Estoppel inspection process before the sale occurs. The process is optional for homeowners who are refinancing their homes. Estoppel inspections ensure that modifications to the home comply with ARC and HOA rules. (CC&R section 4.15). Estoppel findings become part of the sales disclosure requirement. Estoppel is initiated by homeowners or may be initiated by the HOA upon learning the home is in the process of sale. The ARC Committee conducts the inspection and will issue an Estoppel certificate either certifying all improvements meet HOA standards or reporting needed corrections. Applications and further information are available at the HOA office or <https://nepenthehoa.com/architectural-committee/> or <https://nepenthehoa.com/wp-content/uploads/2023/03/Request-for-Estoppel-Inspection.pdf>

4.3. Insurance

Homeowners are responsible to insure the improvements and contents of their individual units. The Association insures the outside of your unit and also purchases a Flood Policy on your behalf. See Section 5 of this document for more specific information about the Association’s insurance policies.

4.4. Use Restrictions

These use restrictions have developed over the years as a means of setting clear expectations to help all residents enjoy a pleasant lifestyle in Nepenthe. Some can be found in Article III: Restrictions & Use of Property in the CC&Rs and others have developed by way of Board adopted rules.

4.4.1. Signs

(A) Legal Proceedings, Sale or Rent, or security service identification signs:

Reasonably sized signs as required by legal proceedings or “For Sale”, “For Rent” or a security service identification sign may be placed in a window.

(B) Political Signs, United States Flags and Noncommercial Signs Display Rules

The following Political Signs, United States Flags and Noncommercial Signs Display Rules refine the restrictions in the Association's CC&Rs, Section 3.5, Signs and Flags, on the posting and display of signs and flags on owners' Lots while complying with Civil Code Sections 4710 and 4705, and the Freedom to Display the American Flag Act of 2005.

(1) Political Signs

"Political Signs" are defined as signs, posters, flags and/or banners in support of a candidate running for political office (Association, local, state, or national), or in support of a position on a political issue including but not limited to those on an upcoming election ballot (Association, local, state, or national).

- a. No Political Signs may be posted or displayed on the Common Area, which includes the front yard of an owner's Lot.
- b. Political Signs must be made of paper, cardboard, cloth, plastic or fabric; and may not be made of lights, roofing, siding, paving materials, flora, balloon, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.
- c. Political Signs may not be more than nine (9) square feet in size, except that Political Signs that are flags or banners may not be more than fifteen (15) square feet.
- d. Political Signs may not contain obscenities or fighting words or other offensive language.
- e. No more than a combination of three (3) Political Signs may be posted or displayed on an owner's Lot at the same time.
- f. Political Signs may not be posted or displayed in a manner that interferes in any way with the Association's maintaining of the landscaping on an owner's Lot or any other maintenance obligations of the Association to be performed on an owner's Lot.

Political Signs may be posted in the windows of an owner's Lot, but not portions of an owner's Lot that are the maintenance responsibility of the Association (including but not limited to exterior siding, fencing, vehicle garage door exterior surfaces, garage side doors and roofs).

- g. Political Signs in support of a candidate running for political office (Association, local, state, or national), or in support of a position on a political issue on an upcoming election ballot (Association, local, state, or national), may not be posted and displayed on an owner's Lot more than ninety (90) days before the date of the election.
- h. Political Signs in support of a candidate running for political office (Association, local, state, or national), or in support of a position on a political issue on an upcoming election ballot (Association, local, state, or national), posted or displayed on an owner's Lot must be removed from the owner's Lot no later than fifteen (15) days after the election date.

(2) United States Flags

"United States Flag" for this subsection (B) is defined as the United States of America flag consisting of thirteen (13) equal horizontal stripes of red (top and bottom) alternating with white, and a

blue rectangle in the upper hoist-side corner bearing fifty (50) small, white, five-pointed stars arranged in nine (9) offset horizontal rows of six (6) stars (top and bottom) alternating with rows of five (5) stars.

a. No United States Flag may be posted or displayed on the Common Area.

b. A United States Flag may only be constructed of the following materials: nylon, polyester, cotton, or similar materials. A United States Flag may not be made from lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

c. United States Flag dimensions are limited to a maximum of three (3) feet by five (5) feet and may not be more than fifteen (15) square feet in size.

d. Only one (1) United States Flag may be posted or displayed on an owner's Lot, including on the inside of a window on an owner's lot.

e. The maximum height of the top of any United States Flag or its flagpole when displayed is the lesser of twenty (20) feet or the roofline of the owner's Residence.

f. A United States Flag may only be posted or displayed on an owner's Lot between sunrise and sunset (to eliminate flapping noise that might disturb neighbors).

g. United States Flags must not be flown upside down on an owner's Lot.

h. United States Flags must be cleaned and mended as needed.

i. United States Flags may not be posted or displayed on an owner's Lot in such a manner as to permit them to be easily torn, soiled, or damaged in any way.

j. United States Flags may not be posted or displayed on an owner's Lot during inclement weather unless an all-weather American Flag is used.

k. United States Flags may only be flown at half-staff on an owner's Lot for Federal, State, or Association recognized memorials authorizing United States Flags to be flown at half-staff. These generally include by order of the (a) President upon the death of a principal figure of the United States Government, (b) the Governor of California upon the death of a past or present official of California, or (c) the Board of Directors upon the death of past or present member(s) of the Board.

l. When lowered, no part of the United States Flags should touch the ground or any other object, and the United States Flags should be folded into a triangular shape neatly for storage.

m. Flagpoles and flagstaffs upon which United States Flags are flown on an owner's Lot must be structurally sound, and the locations of the flagpoles and flagstaffs cannot interfere with the Association's ability to maintain components on an owner's Lot or to perform any other maintenance obligations of the Association on an owner's Lot.

(mi) "Flagpoles" are poles that are mounted in the backyard of an owner's Lot from which a United States Flag may be raised and displayed.

(mii) “Flagstuffs” are a pole or dowel that sits in a bracket affixed to the exterior surface of an owner’s Residence from which a United States Flag is hanging, typically at close to a 45-degree angle. Owners at their own expense must remove Flagstuffs to accommodate maintenance work that may need to be performed by the Association on the exterior building surface of the owner’s Residence.

n. Owners seeking to install flagpoles or flagstuffs on an owner’s Lot for the posting and display of flags need to submit an architectural application to the Association’s Architectural Review Committee for approval specifying the size, color, location, and construction materials for the flagpoles or flagstuffs, and obtain such approval, prior to the installation of such flagpoles or flagstuffs in compliance with the procedures in the Association’s CC&Rs, Article IV, for approval of improvements.

(3) Other noncommercial signs:

a. “Noncommercial Signs” for this subsection (3) are defined as noncommercial signs, posters, flags, or banner other than political signs and United States flags addressed in subsection (1) and (2) above.

b. No Noncommercial Signs may be posted or displayed on the Common Area, which includes the front yard of an owner’s Residence.

c. Noncommercial Signs must be made of paper, cardboard, cloth, plastic, or fabric; and may not be made of lights, roofing, siding, paving materials, flora, balloon, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

d. Noncommercial Signs may not be more than nine (9) square feet in size, except that Noncommercial Signs that are flags or banners may not be more than fifteen (15) square feet.

e. Noncommercial Signs may not contain obscenities or fighting words or other offensive language.

f. No more than a combination of three (3) Noncommercial Signs may be posted or displayed on an owner’s Lot at the same time.

g. Noncommercial Signs may not be posted or displayed in a manner that interferes in any way with the Association’s maintaining of the landscaping on an owner’s Lot or any other maintenance obligations of the Association to be performed on an owner’s Lot.

In particular, Noncommercial Signs may be posted in the windows of an owner’s Lot, but not portions of an owner’s Lot that are the maintenance responsibility of the Association (including but not limited to exterior siding, fencing, vehicle garage door exterior surfaces, garage side doors and roofs).

4.4.2. Pets

Dogs are not allowed in the Common Area except while on a leash which is held by a person capable of controlling it. Owners are responsible for the immediate cleanup of their pet’s waste. No pets may be kept within the Development that result in annoyance or nuisance to other owners.

4.4.3. Trash

Trash, recyclables, and green waste are to be kept only in covered City of Sacramento containers. Containers shall be stored in an out-of-sight location on the owner's lot.

Green waste (yard clippings) is to be put out in a trash bag or wrapped in a tarp, at the intersection of the alley and street no earlier than Sunday afternoon for Monday morning pickup by the Association's landscape contractor.

4.4.4. Satellite Dish/ Antenna/ Cable Installation

Prior to installation of a satellite dish or antenna, homeowners are required to submit an application to the Office for review and approval. Residents are encouraged to consult with and work with the Office to determine the best location. In the event the installation requested does not meet the current Rules under the CC&Rs, the application may be referred to the ARC for further review.

The review process will include referring to Section 207 of the Telecommunications Act of 1996. This section is referred to as the Over the Air Reception Devices (OTARD) rule. <https://www.fcc.gov/media/over-air-reception-devices-rule>

4.4.5. Resident Sales

Garage sales are not permitted, but one-day estate sales are. In the case of estate sales, all contents must remain in the confines of the garage, residence and patio. Doors are to remain closed during the estate sale. Signage for estate sales must be printed, not handwritten and must be removed at the end of the day.

Individuals must not directly solicit other residents regarding any business with which they are associated. There is a bulletin board in the Clubhouse to advertise business services.

4.4.6. Window Coverings

The portion of the window coverings facing the exterior must be white or cream or natural wood and must be kept in good condition. Makeshift coverings of any type are not permitted.

4.4.7. Holiday Décor (Adopted by the Board of Directors September 25, 2012)

Members may place seasonal holiday decorations (from the weekend before Thanksgiving until January 7) on the immediate front entrance, garage door surrounds, gutters, around alley areas, including shrubs, bushes, and trees immediately adjoining a Member's property to a maximum height of fifteen feet.

Decorations may not interfere with health or safety of the public or create a risk of injury or damage to persons or property by encroaching upon alleys or walkways or present a trip hazard in areas normally traveled by pedestrians. Decorations may not obscure address plaques or Common Area lighting. No electrical seasonal decorations shall be placed on or in any Common Area or Common Facility light fixture.

Members are unrestricted in placing holiday decorations in the interior of their property visible to the exterior.

Decorations may not be placed upon roofs, and no person shall access the roof for installation.

Decorations may be installed on exterior walls and fences by plastic or metal clips so long as they do not cause damage to the Common Area or Common Facilities. Clips may be left in place for use seasonally. Any such clips that are not made of clear plastic will be painted the same color as the siding. The Association is not responsible for maintenance or removal of said clips, except that the Association may remove the clips to perform maintenance on any fence or building and will not be responsible for damage to or loss of clips, nor for replacing or reinstalling the clips.

Sound effects and flashing lights, twinkling lights and inflatable decorations in the Common Area are prohibited. Decorations or electrical connections which pose a safety hazard, or which expose the Association to increased insurance costs are prohibited. Electrical decorations shall be installed pursuant to manufacturer's recommendations.

Compliance is determined exclusively reserved by the Association. Association reserves the right to disconnect, relocate or remove Holiday Decorations not in compliance with this policy. Association will make reasonable efforts to notify a member and request compliance. Association will not be responsible for damage to any Holiday Decoration it disconnects, relocates, or removes.

4.4.8 Homeowner Decoration of Unit Exteriors

The owner of a unit may place objects of a decorative nature on the front door, on any fence gate, on walls or fences within enclosed patios and on patio covers or trellises as long as (a) objects visible from the common area are generally compatible with community standards and (b) any supplemental lighting does not interfere with neighbors' use and enjoyment of the common area and of their own properties.

Owners of such objects will be responsible for promptly removing them as necessary for maintenance of the unit. Owners will be responsible for cost of repairing damage caused by the objects, and the Association will not be held responsible for loss or damage to such objects.

Exterior decorations for short-lived events such as parties are permitted so long as they are generally compatible with community standards and provided the owner removes them upon conclusion of the event.

4.4.9. Nuisance

Residents shall not allow any condition to exist upon their lot or within their household which will negatively impact their neighbors' quiet enjoyment of their property or impede the Association in discharging its maintenance obligations.

4.5. Security Systems, Cameras, and Lighting

Installing exterior security systems, cameras, and lighting is considered an architectural alteration to a home's exterior and therefore requires prior approval of the Architectural Review Committee and Board of directors.

Homeowners are required to complete a Home Improvement Application, available at the office.

4.6. Guests

Guests must adhere to all rules applicable to Owners and Residents plus the following rules that pertain specifically to them.

- Guests must be accompanied by resident when using the amenities.
- Long-term guests, such as house sitters, may use the amenities independently if the resident provides a note to management in advance.
- No more than four (4) guests per household in any of the pool areas at once.

4.7. Monthly Assessments

As a courtesy, owners will receive a monthly statement towards the end of the month. Even if the statement is not received, it's important to know that Assessments are due the first of each month and are late after the 15th.

There are several ways to pay your assessments.

1. Set up Auto Bill Pay. This is an ACH agreement that permits Nepenthe's management company to pull the assessment from your checking account each month.
2. Make a payment online: <https://www.fsr-california.com/homeowners/login.aspx>
3. Mail a check to "Nepenthe Association c/o FirstService Residential, PO Box 30354, Tampa, FL, 33630-3354". Please make sure your Nepenthe address is written in the memo line of the check, or you can write your account number. If you don't know the account number, call the Nepenthe office at (916) 929-8380 or FirstService Residential at (800) 428-5588.

What does the monthly assessment pay for?

Each Nepenthe homeowner pays assessments for the maintenance of the common areas of the association and services, or costs associated with your home.

All homeowners pay for:

- Common area landscaping
- Security patrol
- Siding maintenance and repair
- Roof maintenance and repair
- Amenities – pools, tennis courts, and clubhouse
- Insurance

Section 5. Association Obligations

5.1. Maintenance

Your monthly assessment to the Association pays for much of the maintenance of your home's exterior surfaces. To see what the CC&Rs specifically say, read Article V, Section 5.1. The list below is intended to be a handy reference.

When a resident allows a condition to exist which negatively effects the condition of one of the below components, the owner will be held financially responsible for the repair or restoration. {Section 5.3}

See Section 4.1 of this document to read what the Homeowner maintains for each unit.

The Association maintains:

Roof Shingles and Flashing	Exterior Siding and Trim
Patio Fences	Exterior Paint on Siding, Trim and Fences
Roof and gutter cleaning	Rain gutters and downspouts
Cement Driveway	Mailbox posts
Landscaping around the unit, front and back	Cement walkways

5.2. Insurance

The complete insurance requirements can be found in the CC&Rs, Article X. The Association maintains policies that are compliant with the CC&Rs. A summary of the policies is mailed to all homeowners every fall as part of the annual budget disclosure packet.

Here is a quick reference list of the policies owned by the Association:

- Property Insurance, major hazard, Deductible: \$10,0000
- General Liability Insurance
- Directors & Officers Liability
- Fidelity Bond, Policy Limits
- Commercial Auto Liability: Policy Limits
- Umbrella Liability, Policy Limits
- Workers Compensation, Policy Limits
- Flood Insurance for each unit, Policy Limits: Building \$250K, Contents \$100K, Deductible: Building \$1,250, Contents \$1,250
- Flood Insurance for each of the clubhouses similar to that above.

5.3. Governance

Nepenthe is governed by a homeowner volunteer Board of Directors comprised of a President, Vice President, Treasurer, Secretary and Member at Large. The Board is assisted by the following committees: Architectural Review; Elections; Finance; Insurance, Legal & Safety; Grounds; Nominating and Outreach. The Board hires a management company to oversee the day-to-day operations of the Association.

Section 6. Rights & Remedies

6.1. How are these obligations enforced?

In the matter of enforcement of the provisions of this and the other Governing Documents, the Association and individual Residents have rights and obligations that are prescribed in law and in equity and are encapsulated in our Governing Documents. The Board has the duty to enforce the provisions of our Governing Documents; Residents are obligated to adhere to their provisions. In its enforcement activities, the Board must adopt policies that provide for due process.

The Board has a range of enforcement tools designed to encourage compliance. Suspension of Association voting rights, exclusion from Common Area Facilities, legal remedies, and the imposition of monetary fines are some of the actions that the Board can take. Generally, no sanction will be imposed without the due process procedures of Section 16.6. of the CC&Rs. Notification of an infraction, referral to hearings, and alternate dispute resolution procedures may be employed, singly or in some combination, before a punitive action is taken by the Board. The Board has adopted a Fines Policy for use when the non-punitive measures mentioned above fail to elicit cooperation.

6.2 Fine Schedule (Adopted by the Board of Directors September 2, 2020)

1. It is the goal of Nepenthe Association to make its Owners and residents aware of the Association's CC&Rs, Bylaws, Articles of Incorporation, rules and policies ("Governing Documents") that govern use of the property in Nepenthe and to provide for an orderly and fair manner for enforcement of the Governing Documents. The Governing Documents may be enforced in accordance with their provisions and the laws of the State of California. This Enforcement Policy and Schedule of Fines lists certain categories of violations of the Governing Documents, provides for the Board's response to such violations, and sets forth the Association's fine schedule.

Owners' guests, tenants, family members, and invitees are subject to the same obligations imposed on Owners to comply with the Governing Documents, and Owners are subject to disciplinary action when their guests, tenants, family members, and invitees fail to comply with the Governing Documents.

2. Enforcement Policy

A. It is the policy of the Association to receive notice of alleged violations from management, Board members, committee members, and Owners. Reports of violations must be in writing, including email.

Upon receipt of notice of an alleged violation, the Board and/or a committee will investigate the alleged violation within a reasonable time thereafter. If the Board and/or a committee determines that a violation has likely occurred, the Association will take the following actions before the Board imposes any disciplinary action for alleged violations, including monetary penalties (fines) or suspension of membership rights against any Owner for failure to comply with the Governing Documents.

(i) Mail a letter to the Owner setting forth the alleged violation and requesting corrective action to be taken within a reasonable period of time. This letter shall be referred to as a "courtesy notification letter" or "notice of violation."

(ii) If no corrective action has been taken within that period of time, the Board, in its discretion, may send another courtesy notification letter / notice of violation, a Notice of Board Hearing (to determine whether to impose discipline), a Request for Resolution (request that the Owner participates in mediation), or a

combined Notice of Board Hearing / Request for Resolution. The Board may send a Notice of Board Hearing, Request for Resolution, or a combined Notice of Board Hearing / Request for Resolution without first sending a courtesy notification letter / notice of violation.

(iii) The Notice of Board Hearing (or combined Notice of Board Hearing / Request for Resolution) will set forth the date, time, and place for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents, a reference to the Governing Document provision alleged to have been violated, and a statement that the Owner has a right to attend and may address the Board or committee at the hearing. The Association must send the Notice of Board Hearing by U.S. Mail at least ten (10) days before the hearing.

(iv) If the Owner fails to appear at the hearing, the Board must nevertheless consider evidence presented to it in connection with its investigation, and it must determine whether or not a violation has occurred.

(v) Within fifteen (15) days after the hearing, the Association must send written notice to the Owner of its decision.

B. The following items are considered to be disciplinary actions requiring a hearing before imposition.

(i) Fines. (See the Fine Schedule below.)

(ii) Suspension of the rights to use recreational common facilities.

(iii) Special Individual Assessments for the costs and expenses, including reasonable attorney's fees, incurred by the Association in enforcing violations of the Governing Documents. (CC&Rs, Article VIII, Section 8.4 and Article XVI, Sections 16.6 and 16.9.)

(iv) Steps toward legal action.

C. The following items are not considered disciplinary actions and therefore do not require a prior hearing.

(i) Courtesy notification letters / notice of violation.

(ii) Institution of legal proceedings.

(iii) Emergency entry of a lot to remedy a health or safety hazard.

(iv) Initiation of alternative dispute resolution (request for resolution) proceedings.

(v) Towing vehicles improperly parked on the common areas at the Owner's expense.

D. Violations that require maintenance or repairs.

These are violations that may result in the Association performing maintenance or repairs. If such a violation occurs, the Association may send a notice of violation to the Owner requesting that the Owner correct the violation within a reasonable amount of time or immediately if the violation creates an imminent health or safety hazard. If the Owner fails to correct the violation in a timely manner, then the Association may do as follows.

(i) Perform the maintenance or repairs.

(ii) Charge the Owner for the maintenance or repair costs.

(iii) Deliver to the Owner a "Notice of Board Hearing" or a combined "Request for Resolution / Notice of Board Hearing."

(iv) After a Board hearing, impose fines and/or other discipline.

3. Schedule of Fines

A. To ensure compliance with the required Architectural Review and Approval procedures set forth in the Association's CC&Rs, Article IV, the Association's Architectural Review Committee Guidelines and Home Improvement Application, and any other rules that may be adopted by the Association related thereto

(collectively, “Architectural Rules”), the Board may impose the following fines, in addition to any other disciplinary actions.

(i) An Owner making an improvement to their lot without fully complying with the Architectural Rules and obtaining approval for the improvement from the Association’s Architectural Review Committee confirmed by the Association’s Board (CC&Rs, Section 4.1(a)) may be assessed a fine of up to \$500 per violation.

(ii) An Owner making an improvement to their lot without fully complying with the Architectural Rules and obtaining approval for the improvement from the Association’s Architectural Review Committee confirmed by the Association’s Board, and who fails to obtain subsequent approval of the improvement from the Association’s Architectural Review Committee confirmed by the Association’s Board, may be required to remove or modify the noncomplying improvement, pay attorney’s fees and costs incurred by the Association to attempt to compel the Owner’s compliance, and may be assessed a fine of up to \$100/day until the noncomplying improvement is removed or modified as required by the Board.

B. For violations other than of Architectural Rules set forth in Section 3(A) above, the Board may impose the following fines.

(i) For first violations: up to \$500.

(ii) For second violations (same offense or same nature): up to \$750.

(iii) For third or subsequent violations (same offense or same nature): up to \$1,000.

(iv) For Continuous Violations: A per day, week, or month amount set by the Board based on the merits of each violation.

The CC&Rs, Section 16.6(c), Definition of “Violation”, states this:

A violation of the Governing Documents shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per day, week, or month component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Area at the cost of the responsible Owner.

C. Failure to pay a fine may result in the matter being referred to a collection company and/or attorney. The Association may also pursue a lawsuit. If the Association obtains a court judgment against an Owner, the judgment accrues interest at the legal rate (currently 10% annually). Any judgment obtained against an Owner may be recorded at the County Recorder’s office. A recorded judgment creates a lien against the Owner’s lot which may result in a foreclosure action, or the lien may remain against the lot, accruing interest, until it is satisfied from the proceeds of a sale of the lot or refinancing of the loans secured by the lot.

6.3 Your Rights

Anytime you have a concern or issue that needs to be resolved, your first point of contact should be with the General Manager. Call or email to arrange a meeting to discuss your concerns.

If you are still unsatisfied, you may reach out to the Board by writing a letter. The letter can be delivered to the Clubhouse office for inclusion in the next Board meeting packet. The directors will review the letter and determine whether any action is desired.

If this does not take care of the matter, you have the right request ADR, which stands for Alternative Dispute Resolution. The Board will assign one or two Directors to meet with you and review your concerns.