



STONELAKE MASTER ASSOCIATION COMMUNITY RULES & REGULATIONS

The Community Rules and Regulations contained in this section are a restatement of the Use Restrictions contained in Article 8 of the CC&Rs. These “Good Neighbor” rules are for the purpose of creating and maintaining a harmonious community for all Stonelake Master Association families. Also included in this section is the Assessment Collection Policy.

STONELAKE MASTER ASSOCIATION COMMUNITY RULES AND REGULATIONS

EFFECTIVE: April 1, 2001

A. PREAMBLE

A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions under Article 4, Section 4.1.6. A copy of this Declaration was given to each owner at the time of purchase of their lot.

A-2. The Board of Directors may create a Rules and Regulations Advisory Committee. The duty of this committee is to advise the Board of Directors regarding the Rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.

A-3. The Manager of the Stonelake Master Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the CC&R'S. In the instance of a person violating the Rules, the Bylaws or the CC&R'S, the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.
- d) Call upon residents to assist him in his duty.
- e) In the case of residents' children, make an effort to contact their parents immediately, prior to making the action called for in (b), (c), and (d) above.

A-4. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Stonelake Master Association and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Strict observance and adherence is urgently requested by the Board of Directors. Policing actions because of violations, should not have to be necessary, but might be required.

B. COMMUNITY RELATIONS

B-1. REGISTRATION All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a lot or unit at the Stonelake Master Association community.

- b) Residents are defined as owners and members of their families living on the premises of the Community, or lessees and members of their families living on the premises of Stonelake Master Association.
- c) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the Community to the lessee of their home. The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.
- d) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and **be subject to the CC&R'S, Bylaws and adopted rules**. The Owner is responsible to provide a copy of the CC&R'S, Bylaws and these adopted rules and regulations to their tenants at their sole cost. The Owner is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement. **Please refer to Section 8.1 of the CC&R'S.**

B-2. GUESTS

- a) Guests must be accompanied by a host or hostess resident of the Association when using the common areas of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

B-3. COMMON AREA DAMAGE Members, lessees and residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests.

B-4. NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons.
- b) Vehicles, toys, or bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in front yards is prohibited.
- c) No noxious or offensive activities shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.
- d) Only usual and customary outdoor patio furniture is allowed on porches and in courtyards.

B-5. EXTERIOR APPEARANCE/SIGNAGE

- a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to or on windows, fences and exterior walls or any other areas of buildings or grounds except for one aesthetically acceptable (to the Architectural Control Committee) nameplate or similar owner name identification, and one unobtrusive sign advertising the existence of a security service protecting the Lot or Condominium. The Architectural Control Committee shall have the power to grant exceptions to this restriction in appropriate cases. **NO VENDOR ADVERTISING SIGNS ARE PERMITTED.**
- b) One sign of reasonable dimensions not to exceed 18" x 30" advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association.
- c) In order to maintain the uniform aesthetic attractiveness of the Association and compliance with the CC&R'S, no window shall be covered with aluminum foil, sheets or materials not specifically designed for use as a window covering. Curtains, drapes, shutters or blinds may be installed as window coverings. Temporary commercially designed window coverings may be placed until drapes or permanent coverings arrive, however, not longer than six (6) months of the move-in date.

B-6. COMMON AREA SYSTEMS Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

B-7. PARKING

- a) Garages are solely to be used for the parking and storage of cars, boats or similar vehicles. They are not to be used or converted for any type of living or recreational activities. Garages shall be kept clear so as to permit parking of the number of vehicles for which the garage was designed.
- b) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- c) Residents must keep the driveways clean of any oil or other stains at all times.
- d) **No parking is permitted on any streets in the Community except within areas designated for public parking by the County of Sacramento and the Board. Except as otherwise permitted by the Board or the Board of a Sub-Association, residents of the Community shall park their motor vehicles only within their respective garages or carports. Temporary loading and unloading and guest parking within private driveways which are adequate for such purpose is permitted, except in common driveways where such use might obstruct access by others.**
- e) **Indefinite parking of any vehicle in any street or parking area, or any driveway, is prohibited. "Indefinite parking" means the parking of a vehicle for a period in excess of seventy-two (72) hours. Parking of any vehicle in a driveway in such a manner as to encroach into or obstruct traffic along the sidewalk is prohibited.**

- f) **No trailer, camper, truck, boat, recreational vehicle, or similar equipment or inoperative automobile shall be permitted to remain within the Community unless placed and maintained entirely within a Lot, and obscured from the view of the adjoining lots, condominiums and streets, such as within a garage.**
- g) **All vehicles must display current license plates and all Owners are required to display a resident vehicle identification tag, if issued by the Association.**

B-8. CABLE/ANTENNA/SATELLITE DISHES Owners are prohibited from installing any antenna on the exterior of a residence for any purpose, except for an "Authorized Antenna" which may be installed so long as the proposed location for such installation is reviewed and approved by the Architectural Control Committee prior to its installation in order to ensure that the visibility of the Authorized Antenna is minimized with respect to other owners. The Architectural Control Committee may require that the location of the Authorized Antenna be moved, and the Board may impose additional restrictions on installation or use of an Authorized Antenna, so long as such review by the Architectural Control Committee, or such additional restrictions, do not; a) unreasonably delay or prevent installation, maintenance or use of an Authorized Antenna, b) unreasonably increase the cost of installation, maintenance or use of an Authorized Antenna, or c) preclude reception of an acceptable quality signal. The Board may prohibit the installation of an Authorized Antenna if the installation, location or maintenance of such Authorized Antenna unreasonably affects the safety of managers, agents or employees of the Association and other owners, or for any other safety related reason established by the Board. The Board may also prohibit the installation of an Authorized Antenna on property to which owner does not hold fee title or is not entitled to exclusively use under this Master Declaration or a Sub-Association Declaration, or may allow an owner to install an antenna other than an Authorized Antenna subject to the Architectural Guidelines and review and approval by the Architectural Control Committee. An "Authorized Antenna" means an antenna that is (a) designed to receive direct broadcast satellite service, including direct-to-home satellite service and that is one meter or less in diameter, and (b) that is designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and that is one meter or less in diameter, or (c) an antenna that is designed to receive television broadcast signals. Each owner may maintain individual radio or television antennae systems if located entirely within such owner's dwelling and if such system is not visible from other lots, condominiums or the Master Common Area, and provided that such system does not interfere with radio and television reception of other owners within the community.

B-9. PETS Two normal and customary uncaged household pets may be maintained within a home under the following conditions:

- a) Whenever pets are outside of the resident's lot, they must be on leash or otherwise under full control of the owner.
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.
- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be prohibited by order of the Board of Directors after notice and a hearing.

- e) Guests are not allowed to bring pets onto Association common landscaping areas.
- f) No animals shall be maintained for any commercial purposes.

B-10. SPEED LIMIT The maximum speed limit within the confines of the Stonelake Master Association is as posted by the County of Sacramento.

B-11. BUSINESS ACTIVITIES No business activities of any kind are to be established, maintained, permitted or conducted in any home in violation of local ordinances or the CC&R'S.

B-12. TRASH RECEPTACLES Trash containers shall be stored in an area that is not visible from the streets, Master Common Area or other lots or condominiums promptly after the refuse has been collected, and refuse containers shall under no circumstances be permitted to remain in view for more than a twenty-four (24) hour period.

B-13. SPORTS FIXTURES No basketball standards, hoops or backboards or other fixed sports apparatus shall be permitted to be permanently installed upon any house, garage or other residential building in the Community. Only portable, temporary basketball backboards with hoops shall be permitted and the same shall be stored out of sight when not in use. Portable, temporary basketball backboard may not be placed in streets or on sidewalks for play.

B-14. LANDSCAPING Except to the extent that the Declarant or a Merchant Builder may have installed front and side yard landscaping thereon, each Owner of Lot, shall install permanent landscaping within the enclosed portions of the Owner's lot within 120 days after the conveyance of the lot to the Owner. Such landscaping shall include street trees from the back of the sidewalk, and planted an average of one fifteen gallon tree per thirty (30) linear feet of street.

All landscaping in the Community shall be maintained and cared for in a manner consistent with the standards of design and quality as originally established by Declarant and in a condition comparable to that of other well maintained residential areas in the vicinity of the Community.

- a) All landscaping shall be maintained in a neat and orderly condition.
- b) Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced.
- c) All lawn areas shall be neatly mowed and trees and shrubs shall be neatly trimmed.
- d) Irrigation systems shall be fully maintained in good working condition to ensure continued regular watering of landscape areas, and health and vitality of landscape materials.

B-15. ARCHITECTURAL CONTROL

- a) **The Architectural Control Committee and Board of Directors have developed guidelines concerning exterior changes to your home and improvements to your lot.** These guidelines conform with the CC&R'S of our Association. The purpose of these guidelines is to provide the required information and forms regarding any exterior changes and modifications of the home so the Committee may render its decision.

- b) **Each homeowner shall commence and complete installation of permanent landscaping within all portions of their lot within 120 days of close of escrow . All visible landscape plans must be approved by the Architectural Control Committee.**
- c) When applying for approval, please send as much information as you can and include the following specific items:
 - 1. Completed Application Form
 - 2. Exact location: use a scale drawing if applicable.
 - 3. State color, size, composition and description.
 - 4. Photo, sketch, copy of an advertisement or facsimile.
 - 5. Contractor's name or company making the item etc.
 - 6. Two (2) sets of plans.

Please send all applications for approval to THE MANAGEMENT COMPANY at:

VierraMoore, Inc.
P. O. Box 348600
Sacramento, CA 95834
ATTN: Vicki Bohline

Please remember that you must get approval BEFORE making any changes or additions.

- d) Alterations, additions or modifications made to your lot or the exterior surfaces of your home must have prior written approval from the Architectural Control Committee. This includes visible landscaping, solar energy systems, fences, walls, sun screens, decks, lattices, pools, spas, color changes, sheds, any sports apparatus, play structures, etc.
- e) Any alterations that do not have prior written approval by the Committee will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the Association will pursue its legal remedies including, but not limited to having the alteration removed at the owner's expense.
- f) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

C. ENFORCEMENT

Fines: To ensure compliance with the above mentioned rules, Owners may be fined not less than \$10.00 nor more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, the Bylaws or the Association Rules, the Board must act in good faith and satisfy each of the following requirements:

1. The member must be given 15 days prior written notice specifying the nature of the damage or violation and stating the time, date and place that the member will have an opportunity to be heard. Notice may be delivered personally or by mail. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.

2. The member will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Reimbursement Assessment" which shall become effective not less than five (5) days after the date of the hearing or the Board may take such other action as may be appropriate.

STONELAKE MASTER ASSOCIATION

ASSESSMENT COLLECTION POLICY

EFFECTIVE: April 1, 2001

In accordance with Civil Code Section 1366 (b) and Article 5, of the Declaration of Covenants, Conditions and Restrictions, monthly installments of the annual assessments levied by the Association pursuant to the Declaration shall be collected in twelve (12) equal installments due and payable on the first day of each and every **month** and shall be delinquent 15 days thereafter if not paid in full. If an assessment is delinquent, the Association shall be entitled to recover the following sums from the responsible owner(s):

1. The amount of all assessment installments then delinquent and which become delinquent during the collection process.
2. Reasonable costs incurred by the Association in collecting the delinquent assessment installment. In order to assure equitable and uniform treatment of all Association members, the Board of Directors hereby determines that reasonable costs of collection shall include, without limitation:
 - A. any reasonable costs incurred by the Association in contracting with a third party such as a management company, accounting firm, or collection agency for collection services;
 - B. reasonable attorney's fees if, in the discretion of the Board of Directors, an attorney is retained to assist the Association in the collection of any delinquent assessment installment; and
 - C. the actual costs incurred by the Association in connection with any court action initiated to collect delinquent assessment installments.
3. A late charge not exceeding 10% of the delinquent assessment installment or \$10.00, whichever is greater.
4. Interest on all sums specified above; including the delinquent assessment installment; reasonable costs of collection; and late charges; at the rate of 12% per annum, said interest to commence 30 days after the installment becomes due and to continue on any unpaid sums until payment is received in full.

The Association shall be entitled to administer and enforce this Assessment Collection Policy either directly or through utilization of the services of a property management company, collection agency, accounting firm and/or attorney firm.

The Association's Board shall be further authorized and empowered to apply the Association's collection costs and any late charges recovered from delinquent owners to the satisfaction of fees incurred with third party contractors retained to assist in the collection process.

If the delinquent assessment installment, together with any late charges, interest and costs incurred is not paid in full within 45 days from the due date, a written notice of default and

demand for payment shall be mailed to the delinquent owner(s) advising them of the intent of the Association to record a "Notice of Delinquent Assessment."

If payment in full is not received within 15 days of receipt of the written notice of default and demand for payment, a "Notice of Delinquent Assessment" may be recorded with the Sacramento County Recorder's Office establishing a lien on the owner's interest for the unpaid delinquent assessment(s) together with late charges, interest and costs incurred for collection including attorney fees, mailing costs and lien preparation and filing costs.

If payment in full is not received within 30 days of the recording of the "Notice of Delinquent Assessment", the Association may initiate a judicial or nonjudicial foreclosure of the lien or bring legal action against the owner personally obligated to pay the delinquent assessment installment without foreclosure or waiver of the lien and/or securing the same.

As a general rule, from and after the time that this Association commences enforcement proceedings to prepare and record the "Notice of Delinquent Assessment", partial payments will not be accepted and all amounts due to this Association, including without limitation current assessments due and preparatory enforcement fees and costs, must be paid to avoid further enforcement action. Notwithstanding the foregoing, acceptance of partial payments by or on behalf of this Association, whether inadvertently or intentionally, shall not constitute a waiver by this Association of its enforcement remedies, and such remedies may proceed as to any remaining balance due to this Association.

All payments will be applied to an owner's account first to the principal sum owed, then in descending order, to interest, late charges, collection expenses unless a payment agreement and forbearance agreement is executed between the Association and the Owner.

The Board of Directors of this Association (the "Board") may from time to time revise this policy, either generally or on a case-by-case basis, where the Board determines that such action would be in the best interests of this Association; provided, however, that no such revisions shall increase the amount of late charges or shorten the time periods for actions specified above unless such revision shall be applied generally to all units/lots governed by this Association and advance notice thereof is given to the members of this Association.

This Assessment Collection Policy shall also apply to collection of any and all special assessments approved by the Board or the membership.