

**SUMMIT TOWNHOMES OWNERS' ASSOCIATION
RULES AND REGULATIONS**

April 6, 2004

These Rules and Regulations are adopted for the benefit of the Owners of Summit Townhomes, as provided for by the Declaration of Covenants, Conditions, And Restrictions For The Summit Townhomes (hereinafter, the "Declaration") They are intended to assure the Owners' peaceful enjoyment of the Units and Common Areas of Summit Townhomes (collectively the "Project"), the preservation of the clean, attractive and natural environment, and to protect and enhance the value of the Project, without creating undue interference, restriction or burden on the use of the Project.

All residents of the Project, including Owners, tenants, lessees, guests and visitors are required to abide by these Rules and Regulations. Owners are responsible for the acts of their tenants, lessees, guests and visitors; and any penalty authorized hereunder shall be assessed against the responsible Owners' Unit.

- A. **EFFECTIVE DATE.** These Rules and Regulations shall become effective 30 days after a copy of same is sent to each Owner by Certified Mail.
- B. **CONFLICT.** In the event of a conflict between these Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall control.
- C. **COMMON AREA. OWNERS, OCCUPANTS, AND GUESTS OF OWNERS OR OCCUPANTS SHALL NOT ENGAGE IN ANY ACTIVITY WHICH SERVES TO DIMINISH THE APPEARANCE AND HEALTHY CONDITION OF THE COMMON AREA. SUCH ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO, THE PLAYING OF GAMES, SPORTS, AND OTHER ACTIVITIES THAT INVOLVE RUNNING AND/OR THE THROWING, HITTING OR KICKING OF BALLS OR ANY OTHER OBJECTS. THE COMMON AREA SHALL BE USED ONLY FOR THE PURPOSE OF ACCESS, EXCEPT FOR THOSE TEMPORARY ACTIVITIES WHICH MAY BE APPROVED BY THE BOARD FROM TIME TO TIME. NO USE OF THE COMMON AREA SHALL BE CONDUCTED SO AS TO DO DAMAGE, INCREASE THE MAINTENANCE, OR CAUSE AN INCREASE IN THE RATE OF INSURANCE ON ANY PART OF THE PROJECT, OR SO AS TO DISTURB OTHER RESIDENTS.**
- D. **COMMON AREA IMPROVEMENTS.**
1. A written request to change the Common Area must be submitted to the Board prior to any alteration of the Common Area. Improvements, repairs or maintenance of the Common Area shall be done only at the direction of the Board.

2. The cost to repair damage caused by unreasonable use or unauthorized use or alteration of the Common Area shall be assessed against the Unit owned by the Owner responsible for such use or alteration.

E. RESIDENTIAL USE. Units in the Project shall be for residential use only.

1. Residential use does not include units primarily used to derive commercial income from, or provide service to, the public. No unit may be used for hotel purposes.
2. Nothing in this document shall prevent an Owner from renting or leasing Owner's Unit. However, the Owner may not rent or lease Owner's Unit and occupy the Unit at the same time. No Owner shall lease less than the entire Unit.
3. Each Owner shall promptly notify the secretary of the Association, in writing, of the names of any tenants of such Owner's Condominium.
4. All lease or rental agreements shall be in writing.
 - a. All tenants and their guests shall abide by, and be subject to all provisions of the CC & R's, Articles, By-Laws and Rules and Regulations.
 - b. All lease and rental agreements must state that failure to abide by all provisions of the documents listed in Paragraph 2(a) above shall be a default under the lease or rental agreement, as required by the CC & R's.
5. No Unit shall be divided into two or more separate apartments or subdivided in any manner.

F. PERSONAL PROPERTY.

1. When not in use, bicycles, sporting goods, toys and other personal articles and equipment must be kept within the Unit so as not to be exposed to view.
2. When the garage is not in use, Owners are to keep garage doors closed.
3. Owners shall be responsible for keeping the area around their Unit clear and free from any unsightly objects and from noxious and offensive odors.

G. TRASH. All trash containers must be kept inside the Unit, except that such containers may be placed at the end of the driveway on the morning of the scheduled day of collection. Trash containers may not be placed outside the night before the scheduled day of collection.

H. DECKS.

1. At no time shall clothes, linens, signs, refuse, air conditioning equipment or similar equipment be hung or shaken from windows, placed on window sills, hung on or draped from a balcony or railing or otherwise left or placed in such a way as to be exposed to view.
2. Outdoor clotheslines or other outdoor clothes drying facilities are not permitted at the Project.

I. EXTERIOR BUILDING REPAIRS OR MODIFICATIONS.

1. No individual Unit exterior shall be painted, repaired or modified without the written approval of the Board.
2. All contractors shall provide proof of insurance and proper licensing to the Management Office prior to the start of any construction.
3. All outside television and radio antennas and aerials are prohibited without prior written approval from the Board.

J. PARKING.

1. All Owners and tenants are encouraged to park their vehicles in the garage.
2. The vehicles of Owners, tenants and guests of a Unit may not be parked in the driveways belonging to other Units.
3. All vehicles are required to park on paved areas only.
4. No boat, trailer, recreational vehicle, camper, truck (larger than 10,000GVW), or commercial vehicle shall be parked within the project, unless it is within the garage area of an Owner's Unit.

K. PETS.

1. The Owner of a Unit, when occupying their Unit, may keep owned pets in said Unit and in the Limited Common Area (the respective driveway) of that Unit. Tenants and guests may not have pets of any kind, nor may they bring pets onto the Project.**
2. Owners, when occupying their Unit, may not board, look after or otherwise keep pets owned by others.

3. Noisy animals that disturb the peace and quiet of other residents may result in a fine of up to One Hundred Dollars (\$100.00) to the responsible Owner, as determined by the Board of Directors.
 4. Pets are not allowed in the Common Area. **
 - a. No Owner shall allow a pet occupying or visiting their Unit to enter the Common Area. Each and every violation of this Rule shall result in a fine of at least Twenty Five Dollars (\$25.00) to the Owner. **
 - b. No Owner shall allow a pet occupying or visiting their Unit to urinate or defecate in the Common Area. Each and every violation of this Rule will result in a fine of at least One Hundred Dollars (\$100.00) to the Owner.
- L. LAWS.** Federal, State, County, TRPA and County laws shall be adhered to by all Owners, tenants, guests and visitors.
- M. CONSENT OR APPROVAL.** Any consent or approval of the Board given under these Rules and Regulations may be revoked at any time.
- N. DELEGATION OF DUTIES.** The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals, permissions and fines under these rules to the current management company. (The "Manager").
- O. REVISION OF RULES.** These Rules and Regulations may be revised at any time by the Board, as conditions warrant, provided a written communication is sent to each Owner advising said Owner of such revision.
- P. COMPLAINTS.**
1. Complaints of violation of the Rules and Regulations must be made to the Manager.
 2. If the complaining Owner is not satisfied with the result of such complaint, the Owner should forward a copy of his written complaint to the Board of Directors for further action.
 3. If the Board determines the complaint is justified, it may take appropriate action.
 4. The Board will send written notice of its decision to all Owners affected by said decision.
- Q. VIOLATIONS AND FINES.**
1. Notices of Violation will be sent by Certified Mail to the Owner.

- a. Fines will be effective ten (10) days after day of mailing.
 - b. If the violation is deemed by the Board to be correctable, then, at the option of the Board, the fine may be suspended, provided that the violation was corrected prior to mailing and the Owner properly notified the Manager that such correction took place.
2. Violation of these Rules and Regulations may result in a fine of not less than Twenty Five dollars (\$25.00) and not more than One Hundred Dollars (\$100.00) for a single occurrence. Fine amounts may increase for multiple violations of the same rule or regulation.
 3. Fines shall become an assessment against the Owner's Unit and shall appear on the Unit's individual account.

R. APPEAL PROCESS.

1. Owners who wish to appeal a fine may do so by providing written notice of their intent to appeal to the Board of Directors. Such notice shall be sent to the Manager by Certified Mail.
2. Said notice of appeal shall be sent within 30 days following receipt of said Notice of Violation. The appeal will then be presented to the Board at the next regularly scheduled meeting of the Board.

S. NOTICES.

1. Notices to an Owner shall be mailed to the last local address on file with the Manager.
2. Notices to the Manager or to the Board of Directors shall be mailed to the Manager.
3. Except as otherwise provided for herein, all notices shall be sent by ordinary mail to the party being notified.

****This Rule shall not apply to the *prescribed use* of assisted living animals as defined by the Americans With Disabilities Act.**

APPROVED BY:

Phillip M. Francis 5/7/04
PHILLIP M. FRANCIS