

**HOPKINS VILLAGE HOMEOWNERS ASSOCIATION
ASSOCIATION RULES AND REGULATIONS
EFFECTIVE APRIL 16, 2020**

The Board of Directors has adopted the following "ASSOCIATION RULES AND REGULATIONS," hereinafter referred to as "Rules and Regulations," under the authority of Section 3.07 of the CC&Rs.

The Rules and Regulations cannot be in conflict with the Bylaws and CC&Rs and do not supersede the Bylaws or CC&Rs. The Rules and Regulations are otherwise enforceable as governing documents of the Association. (Civil Code § 4150)

Wherever the word "Owner" appears, if used in this document, it will include any and all tenants and/or occupants. All Rules and Regulations herein will apply to all Owners and all their tenants, guests and/or occupants.

Owners shall be responsible for their family's/tenant's/guest's/licensee's/invitee's/occupant's (collectively, "Owner Parties") actions or misconduct and adherence to the Rules and Regulations of the Association. Each Owner shall be responsible for providing Owner Parties with a current copy of the Association Rules and Regulations.

MAKE INQUIRIES OR REPORT VIOLATIONS TO: by mail to: Camco Management, 40165 Truckee Airport Road #304, Truckee, CA 96161; or by phone to: 530-587-3355. Either Camco or the Board may require verbal reports or formal complaints to be submitted and confirmed in writing. Complaints about other Owners must be in writing as set forth in the enforcement rules below.

NOTE:

Do not take your complaints directly to the Board Members. No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members. Please first raise your issues or complaints with Camco and, in the discretion of the Board, the item may be agendaized for a future meeting.

All of the Rules and Regulations herein may be changed or added to at any time by the Board of Directors with due notice and in compliance with the Davis-Stirling Common Interest Development Act, including Civil Code § 4340 et seq. to amend operating rules. Any consents granted hereunder may be revoked for due cause.

RECEIPT OF THIS DOCUMENT SHALL CONSTITUTE FORMAL NOTICE.

ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the

Owner for violations by the Owner or Owner Parties. Owners are responsible for all actions of all Owner Parties, including for violation of the governing documents (such as fines) or damage to the Association's common area.

THE STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:

1. SCHEDULE OF NOTICES

- A. First Offense: Generally, Warning Letter to Owner
- B. Second Offense: Hearing Letter to Owner, Possible Fine
- C. Third Offense: Hearing Called by Board of Directors plus Fine
- D. Reoccurring Offenses: Enforcement In Accordance With the Determination Of the Board at the Hearing.

2. SCHEDULE OF FINES

- A. First Violation --- First Notice \$00.00
- B. First Violation --- Second Notice \$50.00
- C. First Violation --- Third Notice \$100.00
- D. First Violation --- Additional Notice \$150.00
- E. Fines - Subsequent Violations by Previous Offenders. As Determined by Board of Directors

1. Violations of the governing documents that are non-serious in nature and that do not pose any threat of property damage or personal injury may first warrant a written warning from the Board prior to the enforcement of more serious infractions below. The Association Board may send written notice to the Owner, including by first-class mail and email (if available). Whether a particular violation constitutes a Minor Infraction is entirely within the sole and absolute discretion of the Association Board. Continuing Minor Infractions may be enforced according to the schedule above after the written warning.
2. Violations that, in the opinion of the Association Board, are not minor, but that do not pose a threat of bodily injury or property damage, may be issued fines on the first offense in the discretion of the Board.
3. The schedule of fines for infractions is designed to provide an escalating schedule of fines for violations of the same rule repeatedly by an Owner or Owner Party. Should the same or similar rule be violated more than three times, the Association Board shall be empowered to impose a larger fine within the range identified above, considering all the relevant circumstances of the violation and the purpose of deterrence of future violations. The fines set forth are per violation. If multiple violations occur prior to the Association Board's meeting to consider imposing fines, then the Board retains the discretion to treat each separate violation as a separate violation of the same rule, and to impose fines for each violation under the schedule set forth above

- for repeat violations. For particularly egregious or willful violations or in aggravating circumstances as determined by the Board, the Board shall be empowered to impose an additional trebling of the fine by tripling the amount of the fine.
4. A continuing violation of any governing document that remains uncured (e.g., maintenance of a nuisance) may, in the sole discretion of the Association Board, subject the Owner to additional daily fines in the amount of \$50 to \$200 per day when the violation does not pose a threat of bodily injury or property damage. In assessing fines for chronic violations, the Board shall consider all the relevant circumstances of the violation and the purpose of deterrence of future violations. The Board may also treble the damages by imposing up to triple the fine for chronic infractions if, in the discretion of the Board, such a fine is reasonable under the circumstances given the severity of the infraction, whether the Owner or Owner Parties have attempted to reasonably cease the infraction, past efforts of the Association to achieve compliance, past representations of the Owner promising compliance, and any other circumstances that might make it reasonable for the Board to impose or not impose treble fines.
 5. An infraction involving personal injury or property damage to the Association or other person may be fined up to \$1,000 for each violation and \$500 per day for continuing violations. An Owner or Owner Party whose violation causes actual, or a credible threat of, personal injury or property damage shall be responsible for the cost of compensation for that damage and/or injury, in addition to the penalty imposed under this schedule. If the violation warrants immediate action to preserve life or property, then the Association Board may impose the penalty immediately and take steps to preserve life or property. In addition to the fine, the Owner may be held responsible for all damages and costs incurred by the Association (including reasonable attorneys' fees) in achieving compliance with the governing documents (including, without limitation, correcting architectural violations) and/or preserving life or property.
 6. A clerical fee may also be assessed in addition to the fine for processing the violation notice.
 7. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the Owner and those costs may be added to any fine issued by the Board.
 8. Anyone wishing to report an alleged violation of the Rules and Regulations or CC & Rs may do so by contacting the management company. Violations should be reported in writing. The identity of the person reporting the violation will not be disclosed to the Owner involved.

9. Fines are due and payable when levied unless otherwise specified by the Board. Fines shall be delinquent if not paid within thirty (30) days after they are due. All sums payable hereunder by Owner shall bear interest at twelve percent (12%) per annum from the date they are due. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action.
10. All decisions by the Association Board to impose or not to impose fines or other sanctions are entirely within the sole and absolute discretion of the Board. No decision by the Association Board shall waive any rights or remedies under the governing documents for any future or similar violations, or establish any precedent for future decision. Each matter shall be addressed by the Association Board as an independent matter under the particular facts and circumstances of that case. The Association's Board may consider all relevant information and evidence without reference to the rules of evidence.
11. For violations involving disputes between Owners and/or neighbors, the Board encourages Owners and/or neighbors to work together cooperatively to resolve their issues. The Association generally does not involve itself in trying to resolve disputes between Owners and/or neighbors except in the event that there is a violation of the CC&Rs or other governing documents.
12. If the Board decides to initiate a hearing, it shall notify the affected Owners as provided in this rule. The Owner shall have the right to attend the hearing, but the Owner may not be represented by an attorney at the hearing.
13. The Association reserves all of its remedies under its governing documents and/or applicable law. In the event there is a conflict between the CC&Rs and this rule, the CC&Rs shall control. Failure by the Association to enforce any provision of this rule shall in no event be deemed a waiver of the right to do so in the future. If any provision of this Fine Schedule is unenforceable, that provision shall be severed and the remainder of this Fine Schedule shall remain enforceable and in full force and effect.

**ASSOCIATION RULES AND REGULATIONS
GENERAL COMMUNITY**

I. COMMON AREA

1. Any common sidewalks, driveways, or passageways shall not be obstructed or used by any Owner for any purpose other than entrance to and exit from the homes.
2. Any damage to buildings, recreational area or equipment, or any other common area real or personal property caused by an Owner or Owner Party shall be at the

expense of the applicable Owner and such Owner shall reimburse the Association for all costs and expenses of repair.

3. Children eight (8) years and under must be accompanied by an adult when in the common area.
4. After dark, no unsupervised children under the age of 16 are allowed in the common areas.
5. Loitering in the common area is strictly prohibited at all times.

II. PROTECTION OF COMMON AREA

1. Baseball, football, and other ball games shall be restricted to open areas and are not allowed in driveways. No type of ball playing against walls (including driveway walls) is allowed. Damage caused by said activities shall be the responsibility of Owner.
2. Children under eight (8) years of age must not be left unattended in any common area.
3. Homeowners are responsible for any common area damage caused by them, the Owner Parties or pets.
4. Articles of clothing, linens, towels, bathing suits, or clotheslines are not to be hung on patio fences, gates, landings, balconies or from windows.
5. Climbing on walls and fences is strictly prohibited.
6. Driveways shall be properly maintained, and free of oil and grease
7. Patio areas must be maintained to preserve and protect the attractive appearance of the complex. Plants must be trimmed to prevent growth which extends over walls into the common area and when the plants detract from the surroundings. Plants for patios should be selected with discretion to prevent problems. Homeowners will be billed for any damage to walls or walkways by branches or roots from patio plants.
8. All homeowners must promptly repair and maintain their home to the extent it affects any other home. All external installations such as doors, windows, water, power, sewage, and gas are to be maintained at Owner expense and with the approval of the homeowners association Board of Directors.
9. It is prohibited to discard any item onto the common area. This regulation shall include all discards out any window.

10. No Owner may modify or add to the exterior of their home without prior approval of the architectural committee and Board of Directors and shall be in compliance with city code.
11. No Owner is permitted to paint, repair, maintain, alter, or modify any part of the exterior of a residence or any installation of the common area.
12. Business usage of any home is strictly limited to generate no traffic, noise, or involve employees or contractors at the Lot or on Association property, such as phone or computer activity, or keeping personal business records.
13. Garage sales are to one (1) per year unless otherwise authorized by Board of Directors.

III. MAINTENANCE OF PROPERTY, STORAGE

LOT MAINTENANCE

1. Pursuant to Section 7.02 of the CC&Rs the homeowners is responsible for their respective Residence and Lot (improvement), provided that the Association is responsible for maintaining the exterior building surfaces of the Residences and the maintenance, repair and replacement of the Residence roofs under Section 7.01(f) of the CC&Rs.
2. No items shall be stored outside of the residence, alongside the home, in the front or back of the Residence. Storage of personal property on any Lot shall be entirely within the Owner's enclosed garage or Residence. Owner shall be responsible for the maintenance and removal of flammable vegetation and combustible growth within the Lot.

IV. FENCES, PATIO COVERS, LANDSCAPING, ETC.

1. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or attached to any portion of any structure or elsewhere within the development except such as are installed in accordance with the original construction of the development, and any replacement thereof, or as are authorized and approved by the Association. A six foot high stained, redwood privacy fence may be allowed by individual application and approval by the Board of Directors. See § 6.17 of the CC&Rs for additional information.
2. Holiday lighting is acceptable between the months of November 1 and April 20 on the front porch and back patio. During other months, ornamental lighting (white lighting only) is allowed. Lighting should be off by 10 p.m.

PATIOS AND PATIO COVERS

1. No enclosed patios are authorized. Patio covers are permitted with Board approval only.

2. You may propose landscaping for your patio area to your own preference as long as trees, plants, shrubs, and ground cover (both living and solid structural material) do not cause damage to buildings, fences, etc., do not affect the natural slope for drainage, and do not obviously disrupt the character of the complex.
3. There shall be no exterior wood fires except for LP gas barbecue grills located on the back patio only and contained within receptacles designed for such purpose.
4. No owner or resident shall permit any condition to exist on his or her lot, including, without limitation, trash piles, or weeds, which create a fire hazard or is in violation of local fire regulations.
5. Each owner shall keep his or her interior garage in a neat and orderly condition. Garage doors shall be kept closed when not in use.

Please also see Article V and VI of the CC&Rs as to architectural terms and conditions, all of which apply to Owners.

V. REFUSE REMOVAL AND TRASH

1. Proper disposal of trash is essential to the health of our occupants. Trash and litter in the common area will have a negative affect on property values. Trash shall be deposited inside your trash containers. Boxes should be cut and flattened when disposed of. Furniture and other large household items must not be disposed of by placing at curb side.
2. Owners and tenants are encouraged to pick up papers and debris from the complex when observed and to keep the front of their respective homes clean at all times.
3. Animal waste must be picked up from private and common areas by pet owners and properly disposed of.

VI. RENTALS

Any homeowner choosing to rent his home must notify the Board of Directors or management company within 10 days of the name(s) of the tenants, a description of their vehicle(s), and their phone number. Owners shall provide new occupants with a copy of association Rules & Regulations.

VII. SIGNAGE

One (1) "Open House" or "For Sale" sign may be placed in front of the home. No other unauthorized signage.

VII. PETS

1. Dogs must be kept on a leash or confined within the owner's property. If any pets become a general nuisance, restrictive action will be taken. All animals shall be

the exclusive responsibility of the Owner of the home. The Owner is responsible for cleanup of animal's waste products immediately. Dog owners are required to curb their pets. In case of an accident, dog excrements must be removed with scoops from sidewalks, driveways and green areas. Damage to shrubbery, etc., by animals will be at the expense of the owner. Control should be exercised over the noise made by pets.

2. No animals of any kind shall be raised, bred or kept in any home, or in the common areas or the association property, except that dogs, cats or other household pets may be kept in homes provided that no animal shall be kept for breeding or maintained for any commercial purpose and provided the number of dogs or cats shall not exceed two (2) in number at any given time.

IX. NOISE

1. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb owners, tenants or occupants of other homes.
2. Homeowners are urged to exercise restraint in making noise - using tools and appliances before 6:00 PM or after 7 AM on weekdays and between the hours of 8:00 AM to 5:00 PM on Saturdays. Outdoor construction activity is prohibited on Sundays.
3. Barking dogs shall be controlled by the animal's owner. Complaints received by the Board of Directors through management regarding a barking dog could result in removal of the dog at owners' expense.
4. All noise must be kept to a minimum throughout the complex pursuant to CC&R's.

X. DISPOSAL OF TOXIC WASTE

No owner or occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. The Board of Directors shall be empowered to levy a severe fine against the owner of the home whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc.

XI. OCCUPANTS - NONOWNERS

1. The occupancy in each home is limited to one person per each 300 feet of living space. Restrictions outlined in the Uniform Building Code (VBC) chapter 3324-table 33a, state the "Minimum egress and access requirements." Per home occupancy shall not exceed one person (child or adult) per 300 feet of living

space in apartments, dwellings, etc. Enforcement performed by public health department and building department.

2. The homeowner shall be responsible for keeping the management company informed of any change in occupancy. Owners shall provide the management company with the names of all authorized occupants, their telephone number and the license number, make and color of authorized vehicles.

XII. WINDOW COVERING

All windows, sliding doors etc. shall be properly covered with appropriate window dressing. Sheets, blankets, boards or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall complement the property. Curtains, drapes blinds etc., are recommended. The Board or architectural committee may require an Owner to install different window coverings.

XIII. PARKING AREA RULES

MOTOR VEHICLES AND PARKING

This section includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations.

1. Residents are to park their cars in their garages or parking areas on their property. There is no overnight parking on community roads from November 1 to April 30. Overnight parking from May 1 to October 31 is limited to 72 hours.
2. Parking signs are to be strictly adhered to at all times. Fire lanes are painted red and no parking is allowed at any time. Violators will be subject to automatic tow-away.
3. The speed limit is whatever is safe, but not to exceed fifteen (15) miles per hour.
4. There shall be NO VEHICLE REPAIRS allowed in any common area.
5. Commercial or construction vehicles may be temporarily parked in or off the streets while making deliveries or working during daytime hours.
6. Storage of any motor vehicle, mobile home, R.V., camper, commercial vehicle, boat, trucks larger than 3/4 ton, or trailer in common area parking is strictly prohibited.
7. Residents are responsible for removal any oil or grease marks on driveways or sidewalks. Cost for any oil or grease marks, or damage to any common area having to be removed or repaired by the Association will be assessed to the responsible owner (see also Common Area Rules).

8. Vehicle Code - Pursuant to Section 13.208B of the California Vehicle Code (CVC) and the Municipal code, all provisions of these codes are enforceable in the complex.
9. All unauthorized and/or illegally parked vehicles are subject to automatic (no warning given) towing or immobilization by a private parking/security patrol company when contacted by the Board at the owner's expense and/or subject to penalty assessments.

THE AFOREMENTIONED AUTOMOBILE AND PARKING REGULATIONS WILL BE STRICTLY ENFORCED.

PARKING REGULATIONS:

1. All homeowners/residents shall be responsible for their Owner Parties with regard to and other rules of the association.
2. No trailer, camper, recreational vehicle, boat or inoperative or unregistered automobile shall be parked in complex. No toys, bikes, skateboards or other items or personal property is to be left or stored in the common area.
3. Speed limit is 15 miles per hour.
4. Bad mufflers lead to noisy autos and will not be allowed.
5. Loud music from automobile radios and tape decks are not permitted at any time within Hopkins Village.
6. Oil must not be permitted to remain or accumulate in driveways, parking areas or aprons. In case of a leak, asphalt and/or concrete must be cleaned immediately.
7. Mechanical work on cars in the complex is not permitted at any time except for emergency repair (flat tire, charge battery, add fluid).
8. The Homeowners Association (nor the Board of Directors) shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle. THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE PARKED UPON THE HOMEOWNERS ASSOCIATION PROPERTY AND SHALL INCLUDE PERSONAL AND/OR PRIVATE PROPERTY.
9. Any Parking on the lawn or landscape is absolutely prohibited at all times.
10. Vehicles are specifically prohibited from parking in areas designated with red paint as "NO PARKING".

XIV. ARCHITECTURAL RULES

All alterations, modifications or additions to the exterior of your home must follow the Architectural Guidelines and must have the approval of the Board of Directors. Permission to make any exterior modifications must be requested in writing; drawings, sketches and specifications must be attached in triplicate, and submitted to the Board of Directors and the City in writing for approval.

XV. EXTERIOR MODIFICATIONS

Common area modification or additions are prohibited, except as authorized by the Board of Directors. See Articles V and VI of CC&Rs. This includes the home exterior, patios, balconies, landscape planter areas, walls, etc. Written architectural approval must be secured when exterior changes are desired. A sketch of changes must be submitted for Board review.

XVI. EXTERIOR ATTACHMENTS

HOMEOWNER NEEDS TO INFORM CABLE, OR TELEPHONE COMPANY INSTALLERS OR OTHER VENDORS BEFORE ANY INSTALLATION.

Any exterior attachment to the residence must be reviewed and approved by the Board. Non permitted exterior attachments include but are not limited to the following:

1. Shutters
2. Air conditioning homes in walls or on roofs
3. Awnings
4. Exterior sunshades
5. Hinged screen doors at front or rear of home
6. Wrought iron bars or gates

XVII. PAINTING

The repainting or refinishing of the exterior surface of any building or other structure by anyone is the Association's responsibility and any such work is not authorized by an Owner or Owner Party.

Any exterior surface in need of paint or repair should be reported to the Board of Directors and the management company.

XIII. NON-OWNER OCCUPIED RESIDENCES

If you are an Owner who decides to rent your home or to otherwise delegate your right of enjoyment", the following rules apply:

1. You are required to report the names of the person who are living in your home to the Secretary of the Board of Directors, via the managing agent within ten (10) days; your report should also include A and B as follows:
 - A. You are required to acknowledge in writing your tenant, lessee, or contract purchaser fully understands and has received a copy of the Rules and Regulations of the Homeowners Association.

- B. You are required to further acknowledge you (as a member of record of the Homeowners Association) will be held responsible for the actions of your tenants, including any penalty assessments for violations of the Rules and Regulations of the Association, as well as any costs for repairing damage to the common area or, other property caused by your tenants.
- 2. Provide tenant/owner emergency information on required form available from the Management Company.
- 3. Provide tenant and vehicle information on form available from Management Company.

FAILURE TO COMPLY WITH THE RULES IN THIS SECTION WILL SUBJECT THE HOMEOWNER TO A HEARING BY THE BOARD OF DIRECTORS AND PENALTY ASSESSMENTS OF \$50.00 FOR EACH MONTH OF NON-COMPLIANCE

XIX. FEES

Additional fees imposed by the Association to offset its costs and expenses are as follows:

- 1. Management processing fee associated with sale of residence and HOA demand from title company.....Confer with Management
- 2. Design review submittal fee\$100
(additionally, hourly rate of third party may apply)
- 3. Parking fee to remove unauthorized vehicleTowing Charge

All design review submittals, including new projects and remodel/change applications, shall be accompanied by a non-refundable design review submittal fee as set forth above. In addition, for all new construction projects, or those significant remodel projects that will involve heavy machinery, shall pay a non-refundable construction fee as set forth above. The intent of the fee is to reimburse the Association for anticipated damages and wear/tear to the Association’s common area and additional costs/expenses (e.g., roads, other infrastructure) associated with development of a Lot. The new construction fee shall be deposited into the Association’s replacement reserves for the future maintenance, repair and replacement of the common area.