

RULES AND REGULATIONS

September 29, 2009

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HOURS OF OPERATION

General Office Hours

Monday through Friday	8:00 AM – 6:00 PM
Saturday & Sunday	11:00 AM – Noon

(Open for package pickup and laundry card service ONLY)

Days Association Office Closed

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

After-Hours Mail Drop

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

Association Facility Hours

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

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

All pool areas are non-smoking.

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

Any change to these dates requires board approval.

Date changes to be noted in newsletter.

Pool furniture is to remain at poolside year-round.

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

RULES AND REGULATIONS

PREAMBLE

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

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

- a. Articles of Incorporation
- b. Covenants, Conditions, and Restrictions (CC&R's)
Changes to this document require a vote by a majority of the association members.
- c. Bylaws
Changes to this document require a vote by a majority of the association members.
- d. Rules and Regulations
Changes to this document require a distribution to the homeowners for a period of review and a vote of the board of directors.

INTENT OF RULES AND REGULATIONS

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

AUTHORITY AND RESPONSIBILITY FOR ENFORCEMENT

The board of directors enacts the rules and regulations. The responsibility for the enforcement of the rules on a daily basis rests with the association manager. The persons who have authority to write a violation notice are these:

Association Manager
Security Personnel
Maintenance Personnel

A resident may report a suspected rules violation to any of the above in person, or by phone call or note to the office. Upon investigation, and, if the violation is confirmed, a citation will be issued. Excessive reporting or singling out of a resident for violations may result in a review of the complaints by the board in executive session.

Residents should avoid personal attempts at enforcing rules, particularly when personal safety may be at risk. In conditions where immediate action is required, and none of the above persons can be contacted, call the proper law enforcement agency. **Call 911 for life-or-death situations.**

ISSUANCE OF RULES AND REGULATIONS

The rules and regulations are reviewed and updated as necessary. Any new or revised rules adopted during the year will be issued as revisions.

Every owner is required to provide a copy of these rules to a new purchaser or tenant prior to the purchaser's or tenant's signing a contract. All new owners and renters will be required to sign a form stating they have received a copy of the "Rules and Regulations."

1. BARBEQUES

BBQ's (any type of open-flame cooking devices or any type of liquefied-petroleum-gas-fueled cooking devices) are not allowed on patios or balconies for buildings with three or more units. (California Fire Code 308.3.1 and 308.3.1.1)

2. BIKE BARN RENTAL

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

3. BIKE BORROWING

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

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

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

4. BOARD OF DIRECTORS

The board consists of seven elected members. Annual elections are held once a year in January. Board applications are distributed via the monthly newsletter in early September. The association has adopted this policy: "That no member of the board, either directly or indirectly, shall request, seek or demand for themselves any services, considerations, or preferences by virtue of their being a member of the board of directors." This policy shall extend to and include committee members.

5. BOARD MEETINGS

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

6. BOARD MEETING MINUTES

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

7. CABLE

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

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

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

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

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

8. CAR WASH AREAS

Each section of the community has a car wash area: Next to the Old Woodside office, next to the maintenance shop in East, and on the street west of building 628 in Sierra. These are the only locations on the property where vehicles may be washed.

9. CHANGES OR MODIFICATIONS TO UNITS

9.1 ARCHITECTURAL COMMITTEE

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

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

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

9.1.3 Any persons making architectural modifications to their units without board approval will be subject to a \$500.00 fine, among other potential fines and discipline.

9.2 ESTOPPEL

In the event of a sale, the association will be asked to assure the buyer that the unit has not been changed, or, if it has, it meets the requirements of the association. An "Architectural Compliance Estoppels Certificate" has been developed to document the association's representation that a unit is or is not in full compliance with the architectural provisions of the Woodside "Rules and Regulations." Copies are available in the office.

10. CLUBHOUSE AND CARD ROOM

10.1 RULES OF USE

- 10.1.1 Smoking is not allowed in the clubhouse or card room.
- 10.1.2 Alcohol may not be sold at any Woodside or private function.
- 10.1.3 Persons under the age of eighteen shall be accompanied and supervised by an adult resident.
- 10.1.4 The clubhouse and card room are for residents and manager's staff use only.
- 10.1.5 The clubhouse and card room are not available for use when they have been scheduled for Woodside functions.

10.2 RENTAL

- 10.2.1 The Old Woodside clubhouse and card room are available for rental by residents for private functions.
- 10.2.2 Business meetings may be held in the card room.
- 10.2.3 Political and religious meetings are prohibited.
- 10.2.4 A vehicle gate may be left open for guests 1/2 hour before the scheduled event and 1/2 hour later upon request. Please call security personnel to make this arrangement.
- 10.2.5 Management will screen all applications and has the right to refuse any applicant. Rental approval is based on meeting the conditions of the Clubhouse Rental Agreement.
- 10.2.6 An identified Woodside owner must sponsor all events. The owner must sign the Rental Agreement. The responsible owner and/or resident must be in attendance for the entire function.
- 10.2.7 An event must be scheduled around the board and association social calendar.
- 10.2.8 A security deposit will be required and will be fully refundable if the facility is properly cleaned and restored to the same condition as prior to its use.
- 10.2.9 Facilities located around the clubhouse, such as the pool, gym, or billiards room, may not be used in conjunction with clubhouse or card room rental.
- 10.2.10 The kitchen is available for social events by residents and is to be restored to an orderly condition following the occasion.
- 10.2.11 The refrigerator in the kitchen is provided for these events and for the manager's staff. No staff items are to be removed from the refrigerator without management's permission.
- 10.2.12 Rental dates are made on a first-come basis. Reservations will be held with a deposit.
- 10.2.13 All cleanup, including removal of trash and decorations, must be completed at closing time, 11:00 PM.
- 10.2.14 Rental fees paid entitle the resident and their guests' exclusive use of the clubhouse and/or card room for the time period reserved. Other residents are to refrain from interference while private parties are in process.

11. COLLECTION POLICY

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

12. COUPON BOOKS

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

13. COMMITTEES

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

13.1 STANDING COMMITTEES

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

14. COMMON AREA USE

14.1 DEFINITIONS

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

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

14.2 GENERAL PROVISIONS

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

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

- 14.2.3 Organized games (soccer, football, baseball, etc.) are not allowed in the common areas.
- 14.2.4 No personal equipment, vehicles, bikes, or any similar items shall be tied or otherwise attached to any portion of the common area other than within exclusive use common areas.
- 14.2.5 Nothing shall be stored or displayed in the common areas other than within exclusive use common areas.
- 14.2.6 In accordance with fire department regulations, nothing shall impede the ingress or egress at any time in the stairwell or entry areas, either downstairs or upstairs.
- 14.2.7 No food, garbage, cigarette butts, or trash of any kind shall be left outside units, in any common areas. Household garbage is to be deposited only in the dumpsters.
- 14.2.8 Trash receptacles will be picked up as necessary. Residents should break down all cardboard boxes before discarding them. No items, including trash bags, may be placed outside the dumpsters. Contractors doing work for residents may not deposit any material in the dumpsters. Furniture may not be placed inside or outside the dumpsters.
- 14.2.9 No soliciting or distributing of any advertising is permitted on Woodside property.
- 14.2.10 Scavenging in the garbage enclosures and dumpsters is prohibited.
- 14.2.11 Excess noise, defined as any noise, including music, loud enough to interfere with the quiet enjoyment of other residents, is prohibited everywhere.
- 14.2.12 No verbal or physical abuse of the management personnel or outside contractors is permitted.

14.3 PROHIBITED ACTIVITIES

- 14.3.1 No fishing is permitted in the pond.
- 14.3.2 No throwing or sweeping of anything onto the grounds or into the pond is permitted.
- 14.3.3 No activities that would reasonably be considered dangerous are permitted.
- 14.3.4 No activity that interferes with neighbors' right of quiet enjoyment is permitted.

15. DEDUCTIBLE POLICY

15.1 FLOOD INSURANCE POLICY

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

15.2 MASTER PROPERTY INSURANCE POLICY

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

16. DELIVERY SERVICE

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

17. DOORS

17.1 FRONT DOORS

Door knockers are not allowed as they create a noise nuisance for neighbors. Lock sets must consist only of dead bolts and door knobs and must be antique brass in color. Replacement of front doors is the responsibility of the owner. The association is responsible for painting the front doors. Please contact the office for information on ordering these custom-size doors.

17.2 STORM DOORS

Information on the storm door approved by the architectural committee and the board of directors is available in the office. The only approved model is the True-Frame Storm Door, bronze color, and is a combination glass-and-screen door. If the True-Frame door is to be installed, the owner may attach a copy of the receipt reflecting this style to an architectural application and turn it in to the office. No review process or deposit is required. Alternative storm doors require architectural approval with an accompanying deposit. Screen doors are not allowed.

18. FLOORING RESTRICTIONS

Hard surface flooring (tile, wood, stone, laminate, concrete, etc.) may be installed in an upstairs unit only in the kitchen, the bathroom, and within three feet of the entry. Hard surface flooring may be installed in any area in a townhouse as such flooring will not create a noise nuisance for neighbors.

19. GAS LOG FIREPLACES

Fireplaces are to be used only when someone is present in the unit. Owners may request turning off a building's gas logs if they obtain the written permission of every owner in the building. If an owner wants to turn the gas logs back on, all owners in the building must pay for gas log usage – their written consent is not required.

20. GATE DIRECTORY

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

21. GUEST ROOMS

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

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

- 21.2 Check-in time is 2:00 PM. Check-out time is 11:00 AM.
- 21.3 Missing items will be charged to the owner who rented the room. Owners will be notified within seventy-two hours of missing or damaged items and billed on the next monthly statement.

22. GYM – SAUNA – BILLIARDS

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

22.1 GYM

- 22.1.1 One guest, accompanied by a resident, is permitted.
- 22.1.2 Street shoes and street clothing are not permitted.
- 22.1.3 Smoking and food are not permitted.
- 22.1.4 All persons use gym facilities at their own risk.
- 22.1.5 Loud noise or radios without headsets are not permitted.
- 22.1.6 Association-owned equipment may not be removed from the gym.
- 22.1.7 Following its use, equipment should be wiped with sanitizing products supplied by the association.
- 22.1.8 Equipment taken into the gym by persons for their personal use must be removed upon their departure. Personal equipment left will be removed by the association and, if not claimed by the owner in seven days, become association property.

22.2 SAUNA

- 22.2.1 No water, for purposes of making steam, is permitted in a sauna. Drinking water is permitted.
- 22.2.2 Oils are prohibited.
- 22.2.3 Nudity is not allowed in the saunas.

22.3 BILLIARDS

- 22.3.1 Two guests per unit, accompanied by an adult resident, are permitted.
- 22.3.2 Persons under the age of eighteen must be accompanied by an adult resident.
- 22.3.3 Food, drinks (other than water), and smoking are not permitted.
- 22.3.4 Sitting and leaning on tables is not permitted.
- 22.3.5 Shoes and shirts are required.

- 22.3.6 Owners are responsible for loss or damage to equipment:
Pool cues - \$25.00 each, Billiard balls - \$100.00 per set, Tabletop felt – cost of repair

23. LANDSCAPING

23.1 LANDSCAPE COMMITTEE

The Landscape Committee is comprised of volunteers who make recommendations to management for the maintenance and renovation of the common area landscape. Residents may request common area landscaping. They may ask that the work be paid for by the association or by themselves. Two forms are available in the office which will be forwarded to the Landscape Committee.

23.2 IVY

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

23.3 PATIOS UNDER BALCONIES

Shrubs beneath balconies may not exceed the height of the upstairs balcony floor or touch the balcony's bottom deck. Violation notices will be written for non-conforming shrubs and, if the problem is not resolved in thirty days, management will arrange for the work to be done and the owner billed for all related expenses.

23.4 PATIOS WITH NO BALCONY ABOVE

Shrubs must be kept at a height that does not infringe on an adjacent unit, touch or cover an adjacent unit's window or building roof. If an owner fails to maintain his shrubbery properly, the association will prune the shrubs at the owner's expense.

24. LAUNDRY ROOMS. Woodside has six laundry rooms.

- 24.1 The laundry machines are card-activated. Laundry cards are available for purchase and reloading in the office.

- 24.2 Machines should not be overloaded.

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

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

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

- 24.6 Smoking is not permitted in the laundry rooms.

- 24.7 Only soap intended for washing machines should be used.

- 24.8 Laundry rooms are opened at 5:00 AM and locked at 11:00 PM by security.

- 24.9 No pets other than guide dogs are allowed in the laundry rooms.

- 24.10 Bleach containers should not be placed on benches.

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

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

25. LIGHT FIXTURES

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

26. MAILBOXES

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

27. NEWSLETTER

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

28. PARKING

28.1 PARKING SPACES

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

28.1.1 Backing into parking spaces is prohibited.

28.1.2 Only one vehicle is permitted in any one space.

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

28.1.4 Nothing of any kind, including temporary moving storage containers, may be stored in a parking space.

28.1.5 Vehicles must be parked fully forward in their spaces.

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

28.2 IDENTIFICATION OF PARKING SPACES AND PARKING POLICIES

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

28.2.2 Owners of vehicles parked four or more nights during the week will be asked to register with the office and will be required to display the appropriate sticker, silver or bronze.

28.2.3 Woodside personnel shall place the stickers in the vehicle windows on behalf of the vehicle owners. Deeded spaces must be occupied from 11:00 PM to 5:00 AM. The exception to parking in deeded spaces listed above is that a resident may park temporarily in a green space for loading or unloading purposes. Residents parked in a green space who will be out of town for more than five days should notify the office of their absence to avoid ticketing or possible towing.

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

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

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

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

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

28.3 LEASED PARKING SPACES

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

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

28.4 VEHICLE REQUIREMENTS

28.4.1 Every vehicle belonging to a resident must be registered and have a Woodside parking sticker attached to a visible spot on the driver's side rear window.

28.4.2 Pickup trucks, open bed vehicles, commercial and recreational vehicles (RV's), campers, trailers, and boats must be parked outside property boundaries. Any vehicle of this type parked on the property is subject to being towed without notice at the vehicle owner's expense. Woodside vehicles are exempt from this rule.

28.4.3 When vehicle type is in question, the DMV designation shall prevail. Pickup trucks are defined as those containing only one letter in the license plate string of characters.

28.4.4 Commercial vehicles belonging to vendors with business at Woodside may park on the property while business is being conducted, but may not park overnight. For these purposes, a "commercial vehicle" is defined as any vehicle that has lettering upon it identifying any type of commercial enterprise. Handy workers using their personal trucks should identify their vehicles by placing a sign in the window.

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

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

Vehicles may be deemed unsightly for the following: excessive denting, broken windows, missing doors, missing tires, mismatched paint, broken lights or mirrors, flat tires. Security personnel and/or management may make the determination of "unsightly."

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

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

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

28.5 DENVER BOOT POLICY

28.5.1 A Denver boot is an immobilizing device affixed to a vehicle when in violation of any of the parking policies.

28.5.2 Removal of the boot will take place only when security staff is given \$40.00 (checks only). If the boot is removed without the authorization of Woodside security and the boot receives any damage, the owner of the vehicle is responsible for any and all expenses to repair or replace the boot.

28.5.3 Vehicles not allowed on the property, such as pickup trucks, but excluding motorcycles, will receive a twelve-hour notice, except as provided in Rule 28.6.1 below. If not moved, a final two-hour notice will be given. If still on the property at the time limit, the vehicle will be booted or towed. If notice has been provided at least twice previously, the vehicle may be booted or towed without twelve-hour and two-hour notices.

28.6 TOWING VIOLATIONS

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

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

- (a) Parked in a resident's assigned space if that resident requests that the vehicle be towed;
- (b) Parked in a fire lane/zone;

- (c) Parked in such a manner that it blocks ingress or egress to any common area, or blocks access to any other street or parking area;
- (d) Parked on any landscaped area or any sidewalk;
- (e) Outside vehicle of two vehicles parked in tandem;
- (f) Is non-operative, and the owner has received the second warning. A non-operative vehicle is defined as a vehicle characterized by the following:
 - (1) no current DMV license sticker;
 - (2) one or more flat tires or up on jacks or blocks;
 - (3) a hood or a trunk not latched or secured by rope or other device;
 - (4) extensive body damage or missing door or other major part;
 - (5) a part other than the tires touching the ground.
- (g) A car alarm sounding for more than ten minutes after all reasonable attempts have been made to contact the owner. Any vehicle alarm that becomes a repetitive nuisance to neighboring residents, when the owner has been notified by association personnel and has not made proper adjustments, will be subject to towing.
- (h) Vehicles that are not registered and/or do not display Woodside parking sticker.
- (i) Vehicles may be towed for any other reason set forth in these rules and regulations or in any other governing document.

28.7 SPEEDING

The speed limit is 15 mph. Residents caught driving in excess of the limit will receive a first warning. A second violation will result in the resident's having a hearing scheduled before the Rules Hearing Committee.

29. PATIOS, DECKS, AND STORAGE SHEDS

Patios and decks are exclusive use common areas. The association owns them and their use is restricted to the resident of the unit.

29.1 GENERAL MAINTENANCE

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

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

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

29.2 PROTECTION

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

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

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

29.2.4 Potted plants may be displayed on storage shed roofs in solid color containers (natural, brown, burgundy, beige, hunter green, navy/dark blue, rust, eggplant, black or white), limited to three, and no more than 12" diameter x 12" high. Any damage caused by plants to a shed roof due to excessive weight or water will be the responsibility of the owner. Management has the authority to remove or request to be removed containers with no living plants or without a protective saucer beneath.

29.3 FURNITURE AND DECORATIONS

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

29.3.2 Barbecues are not permitted for buildings with three or more units (CA Fire Code 308.3.1.).

29.3.3 Patio umbrellas are to be "market" type in a solid color. Natural, brown, burgundy, beige, hunter green, navy/dark blue, rust, eggplant, or black are allowed. Market-type umbrellas have "venting" at the top, with no side curtain, decoration, trim, or fringe. Aluminum and wood are acceptable. Round, square, and rectangular are permitted. Push up style, crank style and/or tilt are permitted. If any question, see the association office for picture.

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

29.3.5 Seasonally appropriate decorations may be hung on entry doors but may not be permanently affixed to a unit door or exterior.

29.3.6 Other non-holiday lights are allowed year-round according to the following guidelines: No colored lights, no blinking/flashing/pulsing lights, no light tubes, no netting or blanket-style lights, no icicle lights. Only strand type lights are allowed and must be located in the patio or deck area. There is no restriction on the height of the lights and they may put in trees as long as they are within the exclusive use common area (patio or balcony).

29.3.7 Nothing shall be hung from the walls or overhead beams or decks, except as noted in 29.3.4. Hammocks and swings that are meant to support human weight are not permitted. Nothing shall be hung outside the patio/deck area.

29.3.8 No paint, stain, or application of any other material to the decks or patio walls is permitted.

29.3.9 No modifications to the decks are permitted without approval.

29.3.10 No pots or planters (including plant holders that hang over the wall into the common area) may be placed on the railings of decks or patio walls.

29.3.11 December holiday decorations may be displayed thirty days before Christmas and ten days after New Year's Day. Holiday lights/decorations may be displayed in the patios, decks, and on the entry door. They may not extend to adjacent shrubbery, trees, or common area light poles. Decorations may be hung from balconies above patio areas.

29.3.12 Satellite dishes are permitted in the patio or deck area only and cannot be attached to any common area structure as they must be freestanding. A resident may not install radio or television antennas outside of exclusive use common areas.

29.3.13 No lanterns, candleholders, garden torches or other open flame devices may be hung from the overhead beams, attached to the walls, or placed upon or in the deck/patio areas.

30. PESTS, RODENTS, AND WILDLIFE

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

30.1 ASSOCIATION RESPONSIBILITY

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

30.2 OWNER RESPONSIBILITY

The association is not responsible for mice, yellow jackets, common household ants, or spiders.

30.3 SQUIRRELS AND SNAKES

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

30.4 DEAD ANIMALS

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

30.5 DEAD BIRDS

The county will not remove dead birds. The county recommends homeowners scoop them up, place them in a sealed plastic bag, and throw the bag in a dumpster. Association personnel will remove dead birds in the common areas, not from patios or decks.

30.6 SKUNKS

Skunks will not be removed by the association. A sick skunk (e.g., roaming in broad daylight) will be removed by the county. Removal of live, well skunks is the responsibility of the homeowner. The homeowner should contact a company that contracts for such work.

31. PETS

31.1 All dogs must be on a leash in the common areas. Owners must be in control of their pets at all times (Sacramento City Ordinance 8.08.050).

31.2 No pet shall exceed twenty-five pounds or eighteen inches in height at the shoulders. The exception is service dogs for the disabled.

- 31.3 Pets must have a tag identifying the owner and providing contact information.
- 31.4 With the exception of guide dogs, pets are not permitted in the clubhouse, laundry rooms, or pool areas.
- 31.5 No more than two pets are permitted in any unit.
- 31.6 Residents are responsible for picking up their pet's waste (including waste at the dog park, aka the back tennis court). Upon the written witness of one resident, pet owners who do not pick up their dogs pet waste may be subject to a \$25.00 fine. An appeal may be made to the Rules Hearing Committee.
- 31.7 No pet food is permitted outside a unit. Any pet food containers found outside units will be disposed of by association personnel.
- 31.8 Pet doors are permissible provided they are in the same color frame as the door in which the pet door is inserted. Pet doors installed in any area other than the sliding door require architectural approval.

32. POOLS AND SPAS

"POOLS" IN THIS RULE INCLUDE THE SPAS

NO LIFEGUARD ON DUTY AT ANY TIME
SWIM AT YOUR OWN RISK

- 32.1 Pool areas are defined as the concrete areas surrounding the pools.
- 32.2 No resident or guest under the age of eighteen is permitted in any pool or spa unless supervised by an adult resident. The adult resident will be held responsible for the behavior of all residents and guests that they are supervising.
- 32.3 No glass or other breakable material is permitted in any pool area.
- 32.4 Guests are limited to four at any one time. A resident must accompany guests at all times.
- 32.5 No food is permitted within the fenced pool areas.
- 32.6 With the exception of guide dogs, no pets are allowed in any pool area.
- 32.7 No running, shoving, or pushing is permitted.
- 32.8 Only clothing sold as swimwear may be worn in the pools or spas. No cutoffs, jeans, tank tops, or street clothes are permitted.
- 32.9 No loud music or noise permitted. Only radios with earphones are permitted.
- 32.10 Only lapboards, life jackets, and arm flotation devices designed for children are allowed in the pools. No other flotation devices, inner tubes, or inflatable items are allowed.
- 32.11 No diving is permitted.
- 32.12 No nudity at any pool or spa is permitted.

- 32.13 Spa use may be inappropriate for certain medical conditions or body weights. Supervising adults must accompany persons under eighteen years of age using the spa.
- 32.14 No toys or floating devices are allowed in the spa.
- 32.15 Children in diapers are not allowed in the pools or spas. Suitable “swim diapers” like Swimmers or Water Babies are allowed.
- 32.16 Gates and doors must be closed after entering or leaving the pool areas.
- 32.17 Suntan oils must be removed before using the pools or spas. Since oils clog filter systems, a glycerin-based suntan lotion is preferred.
- 32.18 Each resident is responsible for removing and depositing all refuse in the trash containers.
- 32.19 No bicycles are allowed in the pool areas.
- 32.20 No smoking in pool areas.

33. QUIET HOURS

33.1 Allowable construction work hours are as follows:

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

- 33.2. A non-construction service vehicle may remain on the property until 10:00 PM as long as a notice placed on the vehicle identifies it as such.
- 33.3 Resident quiet hours are in effect from 10:00 PM to 6:00 AM. Please keep radios, televisions, musical instruments, and guest noise levels low in consideration of your neighbors.

34. REAL ESTATE AGENTS

Owners who list their units for sale with a licensed real estate agent may make their own arrangements for entry. Agents may place lock boxes at residences to facilitate entry. Please see Signs: Commercial for more information.

35. REMOTE GATE OPENERS

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

- 35.1 A refundable deposit is required to obtain an opener. Residents may obtain one additional opener over the number of bedrooms in the unit. For example, residents in a one-bedroom unit may have two gate openers.
- 35.2 Every resident who possesses a vehicle is required to have a gate opener.
- 35.3 If a gate opener is lost, stolen, or destroyed a \$100 fee will be assessed and the deposit will be forfeited.
- 35.4 When terminating residency at Woodside, residents must return openers either to the landlord/owner or to the office. Deposits will be refunded for undamaged openers returned to the office.

- 35.5 See the office for further details on nonworking openers or replacement costs. Working gate openers may be upgraded at an additional cost. The original deposit is to remain on the account.
- 35.6 Residents are urged not to loan or give their gate openers to anyone to use when they are away, unless the person is residing in the unit during the absence.
- 35.7 If gate openers are not turned into the office prior to the sale of a unit, the charges herein stated (35.3) will be levied in escrow.

36. RESIDENT DEFINITION

A "Resident" of Woodside is any owner or tenant who resides in a unit and is registered at the office. A resident is not required to occupy a unit full-time. Owners must have a current Resident/Owner Form on file at the association office. Non-resident owners may not utilize any Woodside facilities except as a guest of a resident.

37. ROOF

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

38. RULES VIOLATIONS

38.1 RULES HEARING COMMITTEE

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

38.2 CATEGORIES OF VIOLATIONS/SANCTIONS

All fines are set at the level necessary to encourage compliance with the "CC&Rs" and the "Rules and Regulations."

- 38.2.1 Single Occurrence: A violation that happened once. Fine not to exceed \$200 per documented occurrence.
- 38.2.2 Ongoing: Repeated occurrences of a violation. Fines may be levied daily or monthly, but may not exceed \$100 per month.
- 38.2.3 Exceptional: A violation of such singular or major nature as not to fit into the other categories or which may require special consideration on the part of the committee or board. No additional violations will be necessary. Fine not to exceed \$500 per documented occurrence.

If a resident verbally or physically abuses an association or management employee, no issuance of a first or second VIOLATION NOTICE will be necessary. The resident will go to a Rules Committee hearing.

38.3 NOTICE OF VIOLATIONS

- 38.3.1 Residents deemed to have violated the “CC&Rs” or the “Rules and Regulations” will receive a VIOLATION NOTICE stating the specific violation and will be given ten days to remedy the problem.
- 38.3.2 A second inspection of the initial violation will be made after the ten-day period has concluded. If the violation still exists, a second VIOLATION NOTICE will be issued, providing another ten days to remedy the problem.
- 38.3.3 A third inspection, if necessary, will be made after the second ten-day period has expired. If the violation still exists, the resident will be issued a letter to appear before the Rules Hearing Committee at a scheduled date and time. If the owner fails to appear, the committee may hold the hearing and may make a recommendation to the board. The board may issue a fine or sanction. The committee may, at its discretion, reschedule the hearing upon written request of the owner.
- 38.3.4 After a hearing by the Rules Hearing Committee, the owner will be notified of the committee’s recommendation and/or board decision in writing within fifteen days of the committee’s hearing.

38.4 GENERAL PROVISIONS

- 38.4.1 Fines may be increased if compliance is not achieved but may not exceed the specified maximum limits.
- 38.4.2 Denial of common property privileges is an additional sanction available to the board and shall be temporary.
- 38.4.3 Fines may be imposed on a monthly, daily, or “per incident” basis. Fines may escalate and accumulate at a rate of increase at the discretion of the board until the violation is corrected.
- 38.4.4 In cases involving destruction of real or personal property, whether of the association or other party, full reimbursement to the damaged party shall be required in addition to any fine or sanction imposed.
- 38.4.5 If a violation provides an economic benefit to the violator, the fine may be made sufficiently large to completely eliminate any economic incentive for failure to comply. This type of violation may be considered “Exceptional.”
- 38.4.6 In absence of sufficient security personnel-generated violations, three or more written complaints from three or more different individuals will be sufficient grounds to generate a Rules Committee hearing.

38.5 APPEALS

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

39. SATELLITE DISHES

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

40. SECURITY

40.1 The security force consists of seven-day-a-week, round-the-clock, uniformed, unarmed personnel engaged to patrol the premises, to write violation notices, and, in the event of serious disturbances or illegal activity, to call the appropriate authorities.

40.2 They are not authorized to run errands or socialize with residents.

41. SEWERS, DRAINS AND PLUMBING

41.1 Owners are responsible for plumbing facilities, showers, bathtubs, sinks, toilets, including plugged drains. Owners are responsible for bathtub and overflow valves and temperature control valves (Moen valves). (Association/Homeowner Responsibility Policy dated December 21, 1992, was repealed.)

42. SIGNS

42.1 COMMERCIAL

42.1.1 Two "For Sale" or "For Rent/Lease" signs are permitted in any one unit, one per window on each side of the building. Maximum size of sign: 24"x24". The sign can be placed only on the interior of a window or sliding door. No signs on decks or in common areas.

42.1.2 In units where a window's or sliding glass door's sign cannot be seen, the owner may place one "For Sale" sign in a discrete alternative location. Signs may not be staked in the ground.

42.1.3 A-frame signs must be within three feet of the front door of a unit and may only be displayed during open houses.

42.1.4 Only Woodside "Open House" signs and arrows attached to a stake may be used inside the complex. These can be checked out at the office. A fully refundable \$50.00 deposit is required.

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

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

42.2 NONCOMMERCIAL

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

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

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

43. SOLICITORS

Solicitors are not permitted on the property.

44. TENNIS COURTS

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

44.2 A resident must accompany guests using the courts.

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

44.4 Tennis shoes must be worn. No bare feet or street shoes are permitted.

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

44.6 Court Etiquette

- (a) Players should not enter or retrieve balls from another court while play is in progress.
- (b) Players should return stray balls only between points.

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

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

44.9 No pets are allowed on the courts.

45. TREES

45.1 TREE COMMITTEE

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

45.2 TREES IN COMMON AREAS

45.2.1 RESPONSIBILITY

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

45.2.2 RESIDENT REQUESTS

Tree Request Forms are available to residents who believe a common area tree requires maintenance or removal. The form will be forwarded to the Tree Committee for investigation. Consideration for tree maintenance requests will follow this order of priority: (a) threats to health or safety of residents, (b) threats to structures and personal property, (c) threats to health of trees, and (d) aesthetic preferences.

45.2.3 NEW TREES

The Tree Committee works with an arborist and management to determine what types of trees to plant and the location. If residents desire the planting of a new tree in a common area they may fill out a Tree Request Form, which will go to the Tree Committee who will make a recommendation to the board at the next board meeting. The board may approve the planting at the association's expense or require the homeowner to purchase the tree at homeowner's expense.

45.2.4 TRIMMING OF TREES

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

45.2.5 REMOVAL OF DEAD TREES

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

45.2.6 REMOVAL OF LIVE TREES

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

45.3 TREES IN PATIO AREAS

45.3.1 RESPONSIBILITY

In accordance with the "CC&R's," all plantings in patio areas are the responsibility of the owner. **Previous policy regarding "pre-existing trees or heritage trees" is repealed as it was found to be in conflict with the CC&R's.** Trees must be maintained in accordance with the following: they may not touch the buildings, must be kept a minimum of three feet away from building roofs, and may not overhang or make contact with upstairs balconies. A tree uplifting or pushing against a patio wall or shed must be removed. Unsightly trees or branches must be pruned or removed.

45.3.2 NEW TREES

Owners who desire to plant a new tree in their patio areas must obtain the prior written permission of the association. The owner must submit a request to the Tree Committee stating the type of tree and the proposed placement within the patio. The Tree Committee will submit the request to the board with a recommendation.

45.3.3 RESIDENT REQUESTS

Residents may complete a Tree Request Form to report any problematic tree, one for example, with branches touching roofs or other parts of a building, dense foliage blocking sunlight, or diseased and request that the association take action to enforce necessary maintenance. The Tree Committee will make recommendations to management as to what action, if any, should be taken. If management concurs, it will ask an owner to take corrective action. If the owner fails to take the necessary corrective action, the association has the right to conduct the maintenance and bill the owner for costs incurred.

46. VEHICLE AND PEDESTRIAN GATES

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

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

47. WASHERS/DRYERS – INDIVIDUAL UNITS

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

48. WATER SHUT OFF POLICY

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

49. WINDOWS

49.1 COVERINGS

- 49.1.1 The requirements for window coverings apply to any glass surface in the unit.
- 49.1.2 Window coverings (i.e., drapes, shades, verticals, mini-blinds) must be white or white-backed. Coverings must be in good condition. Unsightly, dirty, torn or damaged coverings are not permitted. In the case of disputes, the manager's opinion will prevail.
- 49.1.3 Shutters or wood-style blinds may be white or a brown-stained wood color.
- 49.1.4 Woven woods, pattern, or print materials are not permitted in windows.
- 49.1.5 No aluminum foil or similar covering, including all types of film, may be applied to glass areas. No type of window shade may be hung from balconies or decks.

49.2 GARDEN OR GREENHOUSE

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

49.3 REPLACEMENT

Replacement of homeowner windows must be the same style and color that the developer installed on the property. Replacement or installation of individual windows must replicate the original design in style and color so as to represent like windows in any one unit. Samples of actual sash treatment (color and material) must be submitted with an application for alteration of existing windows. Allowable windows are to be dual pane, insulated glass, or up to Low E 272 or equivalent. Frames are to be bronze in color. Retrofit installations are allowed as long as the fin is within the confines of the exterior casing (no overlap). Maximum fin to be 1 5/8". All upgrades need to meet building code requirements for tempered glass.

49.3.1 Stucco Installation

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

49.3.2 Wood Siding Installation

There are no additional guidelines for wood siding installation.

49.3.3 Sliding Glass Door Installation

One-half slide, three-panel, or four-panel sliding glass doors are approved. French doors are not allowed.

49.4 SOLAR/SUNSCREENS

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

50. WOODSIDE EQUIPMENT

Equipment owned by the association including, but not limited to, maintenance tools, maintenance vehicles, barbeques, beverage coolers, and pool furniture, may not be loaned for personal use.

REFERENCE INFORMATION

EMERGENCY

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

WOODSIDE

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

MISCELLANEOUS INFORMATION

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

WOODSIDE GENERAL INFORMATION

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

WOODSIDE PROPERTY INFORMATION

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

POLITICAL DISTRICTS

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

APPENDIX A
Assessment Collection Policy

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

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

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

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

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

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

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

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

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

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

APPENDIX B Deductible Policy

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Owners may obtain a HO6 policy to cover this deductible.

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