



The Cove at Sacramento

COMMUNITY ASSOCIATION

- Rules and Regulations -

Adopted May 2024

TABLE OF CONTENTS

PREFACE	3
GENERAL INFORMATION.....	4
COMMON AREAS	4
BOARD OF DIRECTORS	4
ANNUAL MEETINGS	4
FINANCIAL REVIEWS OR AUDITS	5
INSURANCE INFORMATION	5
RULES AND REGULATIONS.....	5
CHANGES IN RULES AND REGULATIONS	5
VIOLATIONS OF THE ASSOCIATION RULES AND REGULATIONS.....	5
GOVERNING DOCUMENTS ENFORCEMENT POLICY.....	5
HOUSEHOLD PROFILE FORMS	6
ATTORNEY FEES AND COSTS	7
FINE SCHEDULE	7
ALTERNATIVE DISPUTE RESOLUTION.....	7
RENTAL REQUIREMENTS	7
RESTRICTIONS ON BUSINESS	8
RESPONSIBILITY FOR PETS	9
VEHICLE AND PARKING REGULATIONS	10
GARBAGE AND REFUSE DISPOSAL	11
ANTENNAS AND SATELLITE DISHES.....	11
SIGNS.....	11
SPORTS EQUIPMENT	12
WINDOW COVERINGS	12
FRONT ENTRYWAY GUIDELINES.....	12
HOLIDAY DECORATIONS.....	13
MAINTENANCE OBLIGATIONS.....	13
ASSOCIATION MAINTENANCE OBLIGATIONS.....	13
HOMEOWNER MAINTENANCE OBLIGATIONS.....	14
FAILURE OF OWNER TO MAINTAIN.....	15
ARCHITECTURAL REVIEW COMMITTEE.....	15
ESTABLISHMENT AND COMPOSITION OF THE COMMITTEE.....	15
DUTIES OF THE ARCHITECTURAL REVIEW COMMITTEE	15
ALTERATIONS TO LOTS AND RESIDENCES.....	16
SOLAR ENERGY SYSTEMS.....	16
DRAINAGE	16
LANDSCAPING.....	17
GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS	17
HOME IMPROVEMENT APPLICATION	19
DELINQUENT ASSESSMENT COLLECTION POLICY	22

PREFACE

This handbook has been compiled by your Homeowners Association to outline the operating procedures of the Association and to provide other information about your Association.

Each owner should have received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, and the Articles of Incorporation for The Cove at Sacramento Community Association. These Association Rules and Regulations supplement the CC&Rs and Bylaws. Please become familiar with the governing documents, since they set forth in detail, the rights, duties and obligations of each owner. All Owners are required to abide by the Governing Documents and must provide their tenants with copies.

If there are any questions, or if you do not have copies of all the Association's documents, please contact the management company in writing or by email at:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION

**C/o Landmark Limited Group, Inc.
1731 E. Roseville Pkwy., Suite 100
Roseville, California 95661
916-746-0011 * FAX 916-746-0088
www.landmarklimited.net
thecove@landmarklimited.net**

GENERAL INFORMATION

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all Owners.

Each Owner is a member of THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION and Owner participation is both necessary and encouraged.

COMMON AREAS

Subject to the provisions of the Governing Documents, the common area shall be owned or maintained for the common use and enjoyment of the Owners, the members of the Owners' households, and the Owners' tenants and guests as provided in the Governing Documents.

To report problems related to the Association's Common Area contact:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION

**C/o Landmark Limited Group, Inc.
1731 E. Roseville Pkwy, Suite 100
Roseville, California 95661
916/746-0011 * FAX 916/746-0088
www.landmarklimited.net
thecove@landmarklimited.net**

BOARD OF DIRECTORS

The Homeowners Association is governed by a Board of Directors that is made of members of the Association. Their primary responsibility is to make decisions that pertain to Association matters. The Board of Directors hold regular quarterly meetings at a time and place determined by the Directors.

Regular and Special Meetings of the Board of Directors are open to all Owners and all Owners are encouraged to attend. The Board may also hold an Executive Session meeting, which are not open to Owners as the nature of business is considered sensitive information. Owners may request the Board address a specific topic at the next meeting by submitting a letter or email to the Board requesting the item of discussion be placed on the agenda. Letters should be mailed to Landmark Limited, 1731 E. Roseville Parkway, Suite 100, Roseville, CA 95661 or emailed to corporate@landmarklimited.net.

The approved minutes of all meetings, other than Executive Session, shall be available to any Owner upon request. The Association is permitted to charge for all copies provided.

ANNUAL MEETINGS

Annual Meetings are held to elect Board members. The meeting notice of date, time and location will be mailed to all Owners of record prior to the meeting. In order to convene the Annual Meeting a quorum (25%) of the Owners must either attend in person with their ballot or mail in their ballot.

FINANCIAL REVIEWS OR AUDITS

An independent review or audit of the financial statements will be prepared at the end of each fiscal year and a copy mailed to all Owners upon completion.

INSURANCE INFORMATION

The Association carries property, general liability, Directors and Officers, and workers compensation insurance. Any Association member may, upon request, receive copies of the policies. Association members should consult with their individual insurance agent for their personal appropriate coverage.

RULES AND REGULATIONS

CHANGES IN RULES AND REGULATIONS

The Board of Directors has the right to change these Association Rules and Regulations to uphold and ensure compliance in accordance with changes in the law made. If changes are adopted, notice will be provided to all Owners, and shall supersede the original rule, or remain with the same force and effect as if initially made part of the Association Rules and Regulations.

VIOLATIONS OF THE ASSOCIATION RULES AND REGULATIONS

It is the right and duty of each resident to report violations, in writing to the management company. Indications of or actual violations, will be brought to the attention of the Owner in writing by the management company following the policies established by the Board of Directors. For failure to correct the violation, the Owner could be subject to a fine. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the violation will be the responsibility of the Owner and they will be billed.

For inquiries, comments, or concerns regarding violations please contact our violations department via email at violations@landmarklimited.net.

GOVERNING DOCUMENTS ENFORCEMENT POLICY

To guarantee that the governing documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement.

Every Owner may be subject to the following:

- 1) If you are thought to be in violation of the Governing Documents of the Association, the management company will send you a Courtesy Notice notifying you of the violation and asking you to correct the problem.
- 2) If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the management company will send a second letter or Final Notice asking again that you correct the violation.
- 3) If the violation is still not corrected within ten (10) days of the Final Notice, you will receive a

notice from the management company stating an Executive Session Hearing has been scheduled before the Board of Directors.

- 4) For any activity or condition that the Association considers to be a threat to the health or safety of other residents, the Association may take immediate action to alleviate the health and/or safety concern and then give notice of the violation.
- 5) After written notice and an opportunity for a hearing in accordance with the Governing Documents, the Board may:
 - a) Impose a fine per the fine schedule;
 - b) Suspend an Owner's right to vote.
 - c) Suspend any person's right to use any Common Area facilities for a period of time.
 - d) If an Owner fails to maintain an improvement which that Owner is obligated to maintain pursuant to the CC&R's, and if the Association determines, after Notice and Hearing is provided pursuant to the provisions of the Bylaws, that work must be performed to maintain the improvement to preserve the attractiveness, quality, nature, safety and/or value of the project, the Association may maintain the improvement at the expense of the Owner which shall be charged to the Owners as a Reimbursement Assessment. In order to effectuate the provisions of the CC&R's, the Association may enter any Lot whenever entry is necessary to maintain an improvement which the Association is authorized to undertake pursuant to the provision of the CC&R's. Entry within a Lot shall be made with as little inconvenience to an Owner as practicable and only after reasonable advance written notice of not less than forty-eight (48) hours, exempt in emergency situations;
 - e) Charge to and recover from any Owner the costs which the Association incurs in bringing the Owner's lot into compliance with the community standards or other requirements under the Governing Documents; and repairing damage to the common area resulting from the negligence or misconduct of such Owner or any occupant or guest of such Owner's lot. Pursuant to California Civil Code Section 5740, the Association shall have the right to file a lien against the Owner's lot to secure its right to recover costs described in Section 6.7 of the CC&Rs.
- 6) Notwithstanding, the sanctions authorized in this section, the Association shall not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his or her lot.

HOUSEHOLD PROFILE FORMS

All members, residents, pets, and vehicles must be registered with the Management Company. The Household Profile Form is required to be submitted as changes occur to your household and/or at the beginning of each calendar year or 30 days from any changes, whichever occurs first.

- 1) Association members are those individuals owning a residence at The Cove.
- 2) Residents are defined as Owners and immediate members of their families living on the premises of the community, or lessees and members of their families living on the premises of The Cove.
- 3) Information on this form is private and is not given out except in the event of an emergency and only then to an authorized individual from the Association or to emergency personnel (fire, police, ambulance, etc.)
- 4) This information assists the Association in the event of an emergency and with identifying who and what belongs within the community.
- 5) In the event a pet was roaming the neighborhood, we could know the pet's name, address and the demeanor of the pet before approaching.
- 6) In the event a parking situation occurred, we could reference the appropriate vehicles

within the community.

- 7) Contact information is very important should the Association need to reach you. Phone number, cell numbers and email addresses are required as applicable.

ATTORNEY FEES AND COSTS

In any action to enforce the governing documents, if the Association prevails, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

FINE SCHEDULE

- 1) FIRST FINE for any violation \$100
- 2) 2nd fine for same violation within 15 months of first violation \$200
- 3) 3rd fine for same violation within 15 months of first violation \$300
- 4) Each additional fine for same violation within a 15-month period of the first violation \$400

ALTERNATIVE DISPUTE RESOLUTION - Article 10.8 of CC&Rs

In the event that it becomes necessary, the Association or any Owner has the right to bring a lawsuit to enforce all Conditions, Covenants, and Restrictions, liens and provisions outlined in the CC&Rs, as well as these Rules and Regulations. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.

Currently, according to California law, most disputes between Owners and the Association involving the Governing Documents must be submitted to Alternative Dispute Resolution (such as mediation or arbitration) before a lawsuit may be filed. The Association distributes notice of the Requirements for Alternative Dispute Resolution annually to all the owners.

RENTAL REQUIREMENTS - Article 4.15 of CC&Rs

An Owner shall have the right to rent his or her Lot subject to the provisions listed below:

- 1) The duration of a lease shall not be less than thirty (30) days, and shall provide the Association with (i) the name of the tenants (ii) the names of the members of the tenants' household, (iii) the tenants' telephone numbers, and (iv) such other information as the Board deems appropriate. An acknowledgement by the tenants that they have read, understand and agree to abide by the Governing Documents, which form shall be submitted to the Association for each rental of a Lot.
- 2) Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot shall provide the tenant with copies of the Governing Documents and all subsequent amendments. Owners renting a Lot shall provide the Board with an address so that the Owner may be contacted.
- 3) Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, Directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorney's fees arising out

of the conduct or presence of the occupants of the Lot upon the Development, including any such cost, loss, claim of damages arising or alleged to have arisen out of the enforcement of nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorney's fees incurred by the Association to enforce the Governing Documents against such occupants, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

- 4) Except for the short term rentals as defined above, any rental of any Lot shall be only by written rental agreement which shall expressly provide (i) that it is subject to all the provisions of the Governing Documents, (ii) that the tenants of such Lot shall comply with all provisions of the Governing Documents, and (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement. The rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee.
- 5) No Owner may rent or hire any garage, accessory building, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence of the Lot.

RESTRICTIONS ON BUSINESS

Those professional and administrative occupants as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development.

- 1) Those other businesses which by law must be permitted to be conducted within the Development, including, but not limited to the businesses described, below.
- 2) Family Day Care Centers: No family day care center shall be permitted within the Development except as specifically mandated by California Health and Safety Code Section 1597.40 and other applicable statutes. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a day care center and, in addition shall:
 - (a) Association Additional Insured: Name the Association as an additional insured of the liability insurance policy or bond carried by the owner/operator of the day care center, in accordance with Health & Safety Code Section 1597.531. Subsection 4.19(a) of the CC&Rs is intended to be and shall be conclusively deemed to be the written notice to the operator and owner from the Association as specified in Health & Safety Code Section 1597.231;
 - (b) Indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the day care center;
 - (c) Abide by and comply with the Association Rules;
 - (d) Supervise and be completely responsible at all times for all persons for whom day care services are provided while such persons are within the Development; and
 - (e) Proof of Insurance: Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these provisions, or other reasonable requests.

- 3) Community Care Facilities: Except for residential facilities defined as community care facilities under Health & Safety Code Section 1502, no health care facilities operating as a business or charity shall be permitted in the Development. The owner/operator of any permitted community care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a community care facility and, in addition, shall:
 - (a) Association Additional Insured: Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the community care facility;
 - (b) Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the community care facility;
 - (c) Abide by and comply with the Association Rules;
 - (d) Supervise and be completely responsible at all times all persons for whom community care services are provided while such persons are within the Development; and
 - (e) Proof of Insurance: Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the community care facility to these provisions, or other reasonable requests.

RESPONSIBILITY FOR PETS

- 1) No animals, reptiles, rodents, bird, fish, livestock, or poultry shall be raised, bred or kept on any Lot or other portion of the Development except that, no more than **two (2)** types of domestic birds, cats, dogs or aquatic animals kept within an aquarium, may be kept, provided that they are not kept, bred, or maintained by any commercial purposes and they are maintained under reasonable control at all time, all in conformance with any County ordinances. Each dog must be restrained on a leash help by a responsible person capable of controlling it whenever it is outside of its owner's Lot.
- 2) The Owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. The Board shall have the power to impose fines and other sanctions for the violation of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this subsection. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by its members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officer, Directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorney's fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner within an adjacent Lot's Residence for more than ten (10) minutes within an hour shall constitute a nuisance pursuant to this Declaration.
- 3) The Board may adopt and enforce pet Rules in addition to the provisions of this section. Such Rules may include, without limitation, regulations regarding the presence of pets in the Common area and requirements that pets may be registered with the Association. The Association shall have the right to prohibit the keeping of any animal with constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

VEHICLE AND PARKING REGULATIONS

- 1) No trailer, motor home, recreational vehicle, camper, or boat shall be parked, kept or permitted to remain within the Development unless placed or maintained completely within an enclosed garage, provided that the parking of such recreational vehicle or trailer does not displace the parking of otherwise permitted vehicles within the garage. The Board, in its complete discretion and upon such basis and term as it deems prudent, shall have the power to adopt, modify and repeal these Rules permitting the temporary use of parking within the Development of vehicles otherwise prohibited by the provisions of this subsection.
- 2) No truck, van or commercial vehicle in excess of two (2) tons shall be parked, kept or permitted within the Development unless placed or maintained completely within an enclosed garage, unless such vehicle (2 tons or less) does not fit in the garage. Then it can be parked in the driveway (as long the vehicle fits entirely on the driveway) or street, except for such limited times as are necessary for deliveries, the performance of maintenance, repair and replacement of Improvements within the Development and other similar situations. The term "truck, van or commercial vehicles" shall not include sedans or standard size cars, pickup trucks or vans which are used for both business and personal uses, provided that any signs or marking of a commercial or governmental nature on such vehicles shall be unobtrusive as determined by the Board.
- 3) No unreasonably noisy vehicles and no vehicles (including, without limitation, scooters, motorcycles or other motorized devices) emitting foul smelling or offensive exhaust fumes shall be operated within the Development.
- 4) No dilapidated, unsightly, inoperable, or abandoned vehicle shall be parked, kept or permitted to remain upon any area within the Development unless completely enclosed within the garage. Each vehicle operated or located within the Development shall maintain, and the Board shall have the authority to require written evidence of, current registration which permits the vehicle to be legally operated on public streets.
- 5) No vehicle maintenance, or repairs of any kind may be made to vehicles within the Development except such emergency repairs as are necessary to remove the vehicle from the Development and except within an enclosed garage.
- 6) Owners and Residents shall utilize their Residence's garage as the primary parking space for vehicle parking and shall not utilize any other parking space otherwise permitted by Section 4.11 of the CC&Rs, unless the garage is occupied by a parked vehicle.
- 7) Provided a vehicle is parked within the Lot's garage, Residents may park permitted vehicles wholly within the driveway located on such Owner's Lot. Vehicles parked within a driveway shall not extend into the Common Area roadway serving the Development.
- 8) There is no parking in the areas on the private streets as so marked.
- 9) Vehicles of Residents, guests and invitees may be parked on the streets, provided such vehicles are not parked within the street overnight for more than two (2) consecutive nights within any seven (7) day period. The nominal movement of any vehicle for the purposes of preventing the application of this rule shall be ineffective.
- 10) The power and authority to cause the towing, at the vehicle owner's expense, of vehicle which are parked within the Development in violation of any of the provisions of the Governing Documents, provided that towing of vehicles of guests and other non-Residents of the Development shall be subject to the provisions of applicable law. Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a

Reimbursement Assessment against the Lot Owner responsible or whose household members, tenants, or guests are responsible for the presence of such vehicle.

GARBAGE AND REFUSE DISPOSAL

- 1) Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:
 - (a) No trash, garbage, rubbish, or other waste material shall be allowed to accumulate on any Lot unless stored in an appropriate sanitary, covered disposal container that is located within an enclosed garage of the owners residence or located within an enclosed area adjacent to the Owner's Residence and screened from the view of the Common Area, the streets or any other Residences.
 - (b) The Owners of Townhomes shall store their containers within their garages when not placed out for collection.
 - (c) Garbage, trash and/or recycling containers may be placed in the location designated by the garbage collection company, no earlier than 6 P.M. the day before and put away no later than midnight, the day that pick-up is to occur. All containers shall be placed away from parked vehicles and other obstructions.
 - (d) The containers shall be promptly stored as specified in (a&b) above after collection.
 - (e) No Owner or Resident shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Lot outside of the Residence or elsewhere on the Development, except in sanitary, covered disposal containers.

ANTENNAS AND SATELLITE DISHES

The installation of all antennas and Dishes shall be approved in advance by the Association or Architectural Review Committee.

- 1) All Permitted Dishes shall be placed in location which are not visible from the streets within the Development, where possible.
- 2) All permitted Dishes shall be installed in accordance with such reasonable restrictions which may be imposed as part of the Architectural Rules.
- 3) The Architectural Review Committee may review the location and installation of Permitted Dishes after installation. After its review, to the extent permitted by law, the Architectural Review Committee may require a Permitted Dish to be moved to the preferred location designated by the Committee.

SIGNS

No signs or flags shall be displayed from view on or from any Lot, Residence, Association Property or any portion of the Project without the approval of the Association, except as follows:

- 1) Noncommercial signs or posters not to exceed nine (9) square feet in size may be displaced from a Lot or Residence.
- 2) Noncommercial flags or banners not to exceed fifteen (15) square feet in size may be

displayed from a Lot or Residence.

- 3) One sign of customary and reasonable dimensions, not to exceed four (4) feet in height and four (4) feet in width, advertising a Lot of sale, lease, rent or exchange may be displayed from a Lot or Residence.

SPORTS EQUIPMENT

Sports Apparatus: No sports apparatus, whether portable or fixed, including without limitation basketball standards or skateboard ramps shall be permitted within the Development. As used in this Section, the term "sports apparatus" does not include bicycles, roller skates, roller blades or any other similar unpowered wheeled equipment.

WINDOW COVERINGS

Drapes, window shades, or shutters shall be installed within ninety (90) days from close of escrow in the windows of all Residences and garages and shall comply with any Rules adopted by the Board. In no event shall windows be painted, nor shall aluminum foil, newspaper, bedsheets, cardboard or similar materials be placed in windows. All window coverings shall always be maintained in good repair and condition.

FRONT ENTRYWAY GUIDELINES

Homeowners are advised not to place any shoes, personal household belongings, or debris in plain view outside the front entryway of their homes. Any household items (shoes, toys, etc.) in the entryway must be concealed and neatly maintained in basket or small storage container that may be kept in the entryway. Keeping this area clutter-free contributes to the aesthetic appeal of the community. Only outdoor decorations and furniture are permissible, and they must also be limited in number and size to maintain a neat appearance and prevent obstruction of entryways or walkways. No indoor furniture of any kind is allowed.

Potted Plants: Residents are allowed to display potted plants at their front entryways, provided they adhere to the following conditions:

1. The number and size of potted plants should be limited to maintain a neat appearance and prevent obstruction of entryways or walkways.
2. Potted plants must be well-maintained, with regular watering and pruning to ensure they remain healthy and visually appealing.

Landscape Maintenance and Common Areas: It is prohibited to place or store any items in the landscape maintenance areas or common areas. These spaces should remain clear for the purpose of maintenance.

Enforcement and Compliance: The homeowners association reserves the right to request the removal of any items that violate these guidelines. Non-compliance may result in appropriate actions as determined by the association.

HOLIDAY DECORATIONS

Owners are welcome to display holiday decorations on their properties no more than four (4) weeks before the nationally recognized holiday calendar date and two (2) weeks after. The decorations cannot be permanent. Residents who choose to place decorations or lights in landscape maintenance areas will forfeit landscape services in areas obstructed by these items for the duration of the time the items are present. Large inflatable decorations, structures, or displays that could obstruct walkways, driveways, or the line of sight of drivers are not permitted. Lights, music, or other decorations with sound elements should not disturb neighbors. Please avoid creating excessive noise during late hours. All decorations should be removed by the specified deadline to maintain the neat appearance of the community.

MAINTENANCE OBLIGATIONS

ASSOCIATION MAINTENANCE OBLIGATIONS - Article 7.1 of CC&Rs

The Association shall maintain the Common Area, including, but not limiting to, the private streets, alleys, parking areas, common lights, landscaping areas, open spaces and paseos, masonry walls, water distribution system, surface and subsurface storm drainage facilities within the alleys and common areas in good condition and repair. The Association shall be responsible for the storm drainage basin, including but not limited to, the landscaping, storm water drainage facilities and water quality features, as well as pay the landscape water bill. The onsite water and storm drain system, where private systems occur shall be maintained by the Association.

- 1) Cluster Mailboxes: The Association shall maintain, repair and replace the cluster mailboxes.
- 2) Street Lighting: The Association shall maintain all street lighting within the Development. Including wall mounted carriage lighting in alleys(excluding the electricity).
- 3) Utility Connections: Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone, telecommunication, and gas lines, which are located on, under, or over the Common Area, shall be maintained, repaired and replaced by the Association or by the utility company providing such service.
- 4) Walls and Fencing: The Association shall maintain, repair and replace all walls and fencing depicted in Exhibit C of the CC&Rs. The Association shall cause the removal of any graffiti on all walls and fences facing the common area or located on the perimeter of the development within seven (7) days of when it appears.
- 5) Front Yard Landscaping
- 6) Water and Storm Drain Facilities
- 7) Surface Treatments
- 8) Landscaping Strips
- 9) Median Landscaping
- 10) Roundabout Landscaping

11)Public Right-of-Way Landscaping

The Association will have the following limited maintenance, repair and replacement responsibilities with respect to the Townhome Lots:

- 1) The Association shall maintain, paint, stain, repair and , when necessary, replace:
 - a) The exterior surfaces, siding and trim of the Townhome Residences, including the underlying structural components to which such surfaces are attached, but excluding any other structural elements of the walls, floor, or foundation of the Residence.
 - b) The roof structure and coverings of the Townhomes Residences, including the underlying sheathing to which the roof coverings are attached but excluding any other structural elements of the walls, floor, or foundation of the Residence and garage building.
 - c) The gutters, downspouts, and fencing for the trash enclosures of the Townhome Residences.
- 2) Sidewalks: The Association shall maintain and repair any defective sidewalk adjacent to and running parallel to a Townhome Lot, Lots or portion of a Lot along Edgeview Drive.

HOMEOWNER MAINTENANCE OBLIGATIONS - Article 7.2 of CC&Rs

Owners of Lots, Excluding Townhome Lots:

- 1) Residence and Other Improvements: Each Owner shall maintain, in good and attractive condition and repair, the Residence and other buildings and Improvements located on his or her Lot. The garage door of the Residence shall be maintained in good condition, appearance and repair.
- 2) Backyard and Courtyard Landscaping: Each Owner shall maintain any enclosed yard landscaping on his or her Lot in a neat and attractive condition. Each Owner shall complete the installation of backyard/courtyard landscaping on his or her Lot within on hundred eighty (180) days of occupancy of the Lot's Residence, which time period may be extended by the Board due to water restrictions imposed by the water supplier. Prior to commencing installation of landscaping within an enclosed yard, each Owner shall comply with the drainage restrictions described in Section 5.3 of the CC&Rs and shall obtain Architectural Review Committee approval of the proposed landscaping.
- 3) Sidewalks: An owner shall maintain and repair any defective sidewalk fronting such Owner's Lots, Lots or proton of Lot.

Owners of Townhome Lots:

- 1) The components and structural elements of the wall, floor and foundation of the Townhome Residence, as well as the structural components of the balconies that are a part of a Townhome Residence, including, but not limited to, the painting of the rails keeping same in a good and attractive condition.
- 2) The exterior light fixtures on the Owner's Lot.
- 3) The entire front or rear yard patio of the Residence.

- 4) Heating and air conditioning equipment.
- 5) Except for painting, the window panes, frames and hardware and doors and door frames.
- 6) Window and door screens.
- 7) All personal property, appliances and fixtures located within the Lot or Residence.

Maintenance Responsibilities of all lot Owners:

- 1) Utility Connections: Utility lines and connections, including without limitation, electrical, cable television, telephone, telecommunication, and gas lines, which are located on, under, or over any Lot and which are maintained, repaired or replaced by Owner of such Lot or by the utility company providing such service.
- 2) Fences and Party Walls: Each Owner shall maintain, repair and replace all fences and party walls in accordance with the following provisions:
 - a) The cost of maintenance and repair of a fence of party wall shall be equally shared by the owners who make use of the fence or wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under California Civil Code Section 841, as well as any rule of law regarding liability for negligent or willful acts or omissions.
- 3) Fencing within a lot that is not shared with another Lot shall be maintained, repaired and replace by the Owner of such lot.
- 4) The cost of maintenance and repair of a fence between the Common Area and a Lot shall be the sole obligation of the Association.

FAILURE OF OWNER TO MAINTAIN

The Board shall have the absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner is necessary to preserve the appearance and value of the property compromising the Development, or any portion of thereof and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs as specified in section 7.6, in the event an Owner fails to perform such work within ten (10) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost there of to the Owner as a Reimbursement Assessment.

ARCHITECTURAL REVIEW COMMITTEE

ESTABLISHMENT AND COMPOSITION OF THE COMMITTEE

The Architectural Review Committee (ARC) shall consist of three (3) members of the Association. The ARC will strive to preserve the continuity of the original design of the community. All proposed improvements and modifications to the exterior of any home must comply with all Association documents and be submitted to the Board of Directors, in writing, on forms available from the Management Company.

DUTIES OF THE ARCHITECTURAL REVIEW COMMITTEE

- 1) It shall be the duty of the Architectural Review Committee (ARC) to consider and act upon proposals or plans submitted, and to carry out all other duties imposed upon it by the Declaration.

- 2) All decisions regarding proposed improvements shall be made in good faith and shall not be unreasonable, arbitrary, or capricious.
- 2) The ARC shall meet as necessary to properly perform its duties herein.
- 3) Every act done or decision made by a majority of the members of the ARC shall be the act or decision of the ARC.
- 4) The ARC shall keep and maintain a record of all actions taken by it such as meetings or otherwise.
- 5) The ARC and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any ARC function.
- 6) No improvement or alteration shall be installed or constructed within the project by an Owner until the plans and specifications showing nature, design, kind, shape, heights, width, color, materials and location have been submitted to and approved in writing by the ARC.
- 7) In the event that the ARC deems it necessary to consult with outside specialists to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay the costs incurred for the consultation. No cost will be incurred, however, without the Owner's consent.
- 8) Any application which does not contain all the information required would not be considered submitted. Owners will receive written notification should this occur.
- 9) In the event that the ARC has not been appointed the Board of Directors will act as the ARC.

ALTERATIONS TO LOTS AND RESIDENCES

Except for improvements constructed or installed by Builder, no building fence, wall or other structure or improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the lots have been submitted to the Architectural Review Committee for review and approval as described in the Architectural Guidelines herein contained.

SOLAR ENERGY SYSTEMS - Article 5.2 of CC&Rs

In accordance with California Civil Code 714 and 714.1 each Owner may install or use a solar energy system, as defined in California Civil Code 801.5, on the Owner's Lot to serve his or her domestic needs, so long as (a) the design and location of the solar energy system meets the requirements of all applicable governmental ordinances and regulations, and (b) the design and location receives the prior written approval of the Architectural Review Committee (ARC), (or the Board if the ARC does not exist) subject to any conditions, terms and requirements that may be imposed on said Owner.

DRAINAGE

No owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or adjacent Lots or parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Development, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Review Committee, and all other public authorities having jurisdiction. All roof downspouts shall discharge to earthen swales, landscaping or other pervious areas. No downspout shall

discharge to an impervious area.

LANDSCAPING

Owners are required to maintain any enclosed yard landscaping on his or her Lot in a clean and attractive condition. Each Owner shall complete the installation of backyard/courtyard landscaping on his or her Lot within one hundred eighty (180) days of occupancy of the Lot's Residence. Prior to commencing installation of landscaping within an enclosed yard, each Owner shall comply with the drainage restrictions described in Section 5.3 of the CC&R's and shall obtain Architectural Review Committee approval of the proposed landscaping.

GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS

The Architectural Control Committee strives to preserve the highest standard and quality of life for each owner within The Cove. Architectural approval must be given for structural changes prior to the start of any work.

To hasten the approval process, please follow these guidelines:

- 1) Please complete a description of the proposed changes.
- 2) Include plans, to scale, that show:
 - a) Location of improvement to Lot.
 - b) Complete dimensions of changes proposed.
 - c) Description of materials and color scheme.
- 3) Please submit the following:
 - a) Completed APPLICATION FOR ARCHITECTURAL IMPROVEMENTS FORM.
 - b) Mail or email to:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION
C/o Landmark Limited Group, Inc.
1731 E. Roseville Pkwy. Suite 100
Roseville, California 95661
Office: (916) 746-0011 * Fax: (916) 746-0088
Email: homeimprovements@landmarklimited.net

Management will confirm the receipt of your plans. The plans will be reviewed, and you will receive a written notice of the decision of the Architectural Review Committee no later than forty-five (45) days from receipt of your request. The Association therefore encourages applicants to begin this process before the work is scheduled.

Upon approval of the ARC, the Owner shall diligently proceed with commencement and completion of all work so approved. Work must be commenced within ninety (90) days from the date of approval. All work approved by the ARC must be completed within one (1) year from the date of approval. Any request for an extension shall be in writing.

In accordance with California Civil Code Section 4765(a)(5), unless the ARC is comprised of the Directors, who make their decision at a Board meeting, if an Owner's Improvement application is disapproved by the ARC, the applicant shall be entitled to request reconsideration by the Board.

The Board shall consider the reconsideration request at a meeting held in accordance with California Civil Code Section 4900.

Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other work for which approved plans are required the Owner shall give written notice to the Architectural Review Committee.

If the Architectural Review Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, the Owner shall be notified in writing of such non-compliance within sixty (60) days from receipt of written notice of completion, and the Owner shall be required to remedy the non-compliant issue.

If the Owner fails to remedy the non-compliant issue upon the expiration of thirty (30) days from the date of notification, the ARC shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance.

At the hearing the Board shall consider all information and shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling.

THE COVE
HOME IMPROVEMENT APPLICATION

Work may not begin prior to the Committee or HOA Boards approval.

All applications must be submitted with drawings, sketches, pictures, etc. If the application is submitted incomplete it will be returned so that it may be completed.

A decision on an application may take up to 30 days from the date the application is processed. Owners will be notified of a decision no later than 45 days from the date the application is deemed completed.

In consideration of your neighbors, please restrict the hours of construction to 8:00 a.m. until 6:00 p.m. only.

NAME: _____ DATE: _____

ADDRESS: _____ LOT NO: _____

PHONE: (H) _____ (W) _____

PROPOSED COMPLETION DATE: _____ E-MAIL: _____

TYPE OF ARCHITECTURAL AND/OR LANDSCAPING IMPROVEMENT

MODIFICATIONS/ADDITIONS:

- ___ Remodeling/Additions
- ___ Garage Doors/Exterior Doors
- ___ Driveway/Walkways
- ___ Gazebos/Sheds/Play Equipment
- ___ Greenhouses/Sun Rooms
- ___ Swimming Pool/Spa/Solar Panels
- ___ Decks/Patios
- ___ Arbors/Overhangs
- ___ Dog Houses/Runs
- ___ Fences/Fence Additions
- ___ Retaining Walls
- ___ Landscaping: front yard ___ backyard ___ (plant location and species required)

Is material same color and type as your house?

___ Yes ___ No

Materials to be used:

Wood Stucco Brick
Stone Concrete
Other _____

(Specify color and include a color sample)

Painting:

___ Repaint house same color
___ Repaint house NEW color
(Attach paint color samples)

ADDITIONAL COMMENTS:

Acknowledgement of all neighbors who will be affected by your alterations/improvements is required. To expedite the processing of your application, please show and explain your plans to all those neighbors who will be affected and have them sign in the appropriate place below.

NEIGHBOR ACKNOWLEDGMENT:

I have reviewed the plans of the proposed addition of _____ and am aware of all their proposed alterations/improvements shown on the attached plan.

ADDRESS NAME (PRINT) SIGNATURE PHONE # DATE

GENERAL CONDITIONS OF APPROVAL:

1. **Comply with Covenants, Conditions and Restrictions and established Design Guidelines previously approved by the Board of Directors.**
2. **Obtain all necessary governmental approvals. Construction shall comply with applicable laws, ordinances, codes and regulations within the County of Sacramento.**
3. **If construction waste or excavation material results, it shall be disposed of properly. Adjoining properties are not to be disturbed.**
4. **No construction materials or debris of any type shall be stored or dumped on any street within the development.**

Upon approval the Owner shall diligently proceed with commencement and completion of all work so approved. Work must be commenced within 90 days and be completed within one (1) year, from the date of approval. Any request for an extension shall be in writing.

The undersigned applicant requests approval of the improvements described above based upon the plans included with this application. Applicant understands and agrees to comply with general conditions stated above.

X _____
OWNER SIGNATURE

TODAY'S DATE

RETURN APPLICATION AND PLANS BY MAIL OR EMAIL TO:

The Cove at Sacramento Community Association
E-MAIL: Homeimprovements@landmarklimited.net
C/o Landmark Limited Group, Inc.
1731 E. Roseville Pkwy. Suite 100
Roseville, CA 95661

If you have any questions, please call Landmark Limited: (916) 746-0011

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION – ARCHITECTURAL REVIEW COMMITTEE

(For Association Use only)

___APPROVED ___NOT Approved___Conditionally Approved

COMMENTS:

By: _____ Date: _____

**THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION
DELINQUENT ASSESSMENT COLLECTION POLICY**

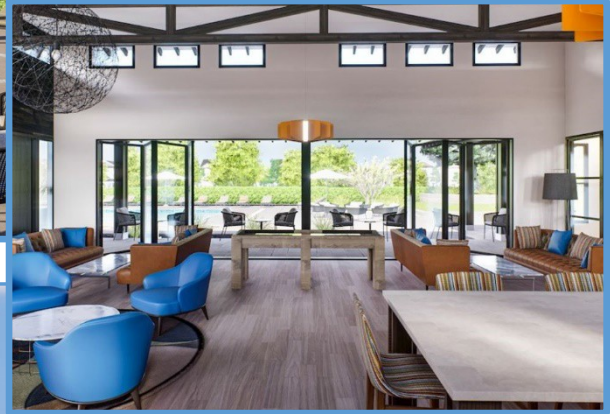
1. Regular assessments are due, in advance, on the first (1st) day of each assessment period and delinquent if not received, in full, by the Association's bank within fifteen (15) days after the due date thereof. Special Assessments and Reimbursement Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due. A late charge of ten dollars (\$10.00) or percent (10%) of the delinquent assessment, whichever is greater, shall be due on any such delinquent assessment. The Association may also recover interest on all such amounts due once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.
2. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty (30) days after the original due date, a management letter may be prepared and sent to the owners at the owner's cost of \$35 per letter.
3. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid sixty (60) days after the original due date, a "Notice of Intent to Lien" will be prepared and sent to the owner(s) by certified mail. The Notice will, among other things, state the current charges owed by the owner(s), and any additional information required by California Civil Code Section 5650-5675 or comparable superseding statute.
4. If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.
5. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, or within the time frame outlined in Civil Code Section 5710, whichever occurs later, the Association may, without further advance notice to the owner(s), proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).
6. The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
7. The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan which permits payment of the delinquent assessment(s), late charges, interest, and collection costs.
8. Unless the Board agrees to a payment plan as specified in Section 7 above, all amounts due pursuant to this policy, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.
9. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time as all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

10. The Association shall charge a “returned check charge” of twenty-five dollars (\$25.00) for all checks returned as “non-negotiable”, “insufficient funds” or any other reason.
11. All above-referenced notices will be mailed to the owner(s) at the last mailing address provided in writing to the Association by such owner(s).
12. The mailing address for overnight payment of assessments is:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION
C/O Landmark Limited Group, Inc.
1731 East Roseville Parkway, Suite 100
Roseville, CA 95661

A different address for delivery of assessment and related payments may be designated by the Board from time-to-time.

13. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.



Cornerstone at the Cove

Community Recreational Facility

- Clubhouse Rulebook

**CORNERSTONE AT
THE COVE**

Clubhouse Rulebook

Adopted May 16, 2024

CORNERSTONE AT THE COVE
ASSOCIATION RULES AND REGULATIONS
May 2024

Welcome to Cornerstone at The Cove. As a homeowner in The Cove, you have automatically become a Member of Cornerstone, and are entitled to the full benefits of ownership. Like your home, Cornerstone has some rules designed to promote the safety and enjoyment of the facilities for the diverse age groups and personalities who live within The Cove.

These Rules and Regulations are designed to be the guidelines for use of Cornerstone. An additional document that affects your membership in Cornerstone is the Declaration of Covenants, Conditions and Restrictions for The Cove, (the CC&RS). Whenever pertinent, we have tried to restate definitions from that other document in these Rules and Regulations, but if we've missed some, all initially capitalized terms not defined in these Rules and Regulations shall have the same meaning given to them in the CC&RS.

Please keep in mind that Cornerstone is an integral part of The Cove, and the right to use the facilities was material in each Owner's decision to purchase a home in The Cove. While we believe the automatic membership in Cornerstone renders ownership in The Cove more valuable than it would be otherwise.

The Rules and Regulations may be updated periodically, and supplemental Rules and Regulations may be applicable to specific Club Facilities. Be sure to check with the Association or Management to make sure your set of Rules and Regulations is complete and up to date.

Section 1. Ownership, Access, Membership and Other Rights to Use Cornerstone

1.1 Management Structure of Cornerstone. Cornerstone is an amenity of The Cove at Sacramento Community Association, (the "Association"). Cornerstone is managed under the direction of the Association Board of Directors. The Board of Directors has hired a Property Manager to manage the Association, its Common Areas, which include Cornerstone, and to fulfill other Association responsibilities.

1.2. Use Rights Generally. Cornerstone is intended primarily for the use and enjoyment of the people living in the single-family homes in The Cove. Membership in the Association, and Membership in Cornerstone, are automatic for all homeowners whose homes have been annexed into the Association. These homes may include both separate single-family homes (434 lot), and townhomes (156 lots). The Declarant and homebuilders ("Merchant Builders") are also entitled to use Cornerstone. Access to Cornerstone shall be by a Key Fob only, as provided in Section 1.8. Use rights may be suspended in accordance with Section 5 below.

1.3. Members. Every record owner within The Cove at Sacramento Community Association (each, an "Owner") is automatically a member ("Member") of Cornerstone. A person shall continue to be a Member until he or she ceases to be an Owner.

1.3.1. Information Sheet; Family Members. Each Owner must submit an information sheet to the Association or Management, identifying the Owner(s), and the identity and relationship of the persons living in the home with the Owner for whom the Owner would like Key Fob. Each household will be entitled to two (2) Key Fobs.

1.3.2. Special Living Arrangements -- Shared Custody; College Students; Parents. Ordinarily, Key Fobs will be available only to the persons identified in Paragraphs 1.3.1. The Association or Management shall have the right to assess a Special Use Fee, and to terminate Key Fobs issued pursuant to this Paragraph

1.3.2. Proof of residency may be established by a driver's license, car registration, bank statement showing the home address, university identification card, or other evidence satisfactory to the Association or Management.

Corporate and Partnership Owners. When an Owner is a corporation or partnership, the corporate or partnership Owner must complete the information sheet with the names and relationship to the corporation or partnership of the persons who are living in the Lot. The persons named on the information sheet and living in the Lot will be deemed to be the "family" for purposes of issuance of Key Fobs. The corporation or partnership shall update its information sheet annually, or sooner if the persons living in the Lot change.

1.3.3. Transfer of Ownership. Upon the transfer of ownership of a Lot, the new Owner shall submit a new information sheet to the Association, along with a copy of the recorded deed transferring ownership to the new Owner, for issuance of new Key Fobs. Once new Key Fobs are issued, the prior Key Fobs shall be deactivated and returned to the Association.

1.4. Tenants; Contract Purchasers. Any Owner may delegate his or her rights of enjoyment to Cornerstone to the persons occupying his or her Lot or Condominium under a lease (a "Tenant") or a contract to purchase (a "Contract Purchaser").

1.4.1. Notification; Application. The Owner must provide the Association with a copy of the written document delegating the use rights to the Tenant or Contract Purchaser; and, the Tenant or Contract Purchaser shall submit an application identifying the Tenant or Contract Purchaser, and the identity and relationship of the persons living in the home with the Tenant or Contract Purchaser for whom the Tenant or Contract Purchaser would like Key Fobs. Once Key Fobs are issued for the Tenant or Contract Purchaser, the Owner's Key Fobs shall be deactivated and returned to the Association, and the Owner shall not be entitled to use Cornerstone until the Owner gives written notification that the Tenant's or Contract Purchaser's rights have terminated.

1.4.2. Termination of Use Rights. Key Fobs issued to the Tenant or Contract Purchaser shall remain valid until the Association receives written notice from the Owner that the lease or contract to purchase has terminated. In the event of a dispute between the Owner and the Tenant or Contract Purchaser, the Association shall recognize the instructions of the Owner until the Association is furnished with a deed or court judgment establishing the Tenant or Contract Purchaser as the person entitled to such use rights.

1.4.3. Club Charges. Delegation of use rights to a Tenant or Contract Purchaser shall not relieve the Owner of his or her obligation to pay all Club Charges assessed against his or her Lot. The Owner shall remain liable for all Club Charges notwithstanding the lease or contract to purchase, but not for any Special Use Fees incurred by the Tenant or Contract Purchaser. The Tenant or Contract Purchaser shall be liable for all such Special Use Fees.

1.5. Guests. Each household shall be permitted to bring up to three (3) Guests to Cornerstone, or as determined by the Association. When The Cove community is fully built-out, or during times of peak use of Cornerstone, Guests may not be allowed, at the discretion of the Association. Any person entering Cornerstone who does not hold a Key Fob shall be deemed a Guest.

1.5.1. Accompanied by Member. All Guests must be accompanied by a person holding an active Key Fob when using Cornerstone Facilities.

GUEST PRIVILEGES MAY BE CHANGED AT ANY TIME BY THE ASSOCIATION.

1.6. Special Use Fees; Administrative Charges. The Association will, from time to time, establish a schedule of charges ("Special Use Fees") for special or additional services provided to Members. Special Use Fees may include, for example, charges for the use of rooms for special occasions, and administrative charges for processing lost Key Fobs, and other services. These fees will be collected by the Association prior to the special use or additional services for which Special Use Fees are charged.

1.7. key Fobs. Access to Cornerstone shall be by using a Key Fob ("Key Fob") issued by the Association between specific hours during certain days of the week.

1.7.1. Requirement to Present Key Fob. Key Fobs must be presented when signing in for use of Cornerstone Facilities.

1.7.2. Transfer of Key Fobs. Key Fobs are not transferable. A Key Fob may not be used by any person other than the person residing at the address that the Key Fob is assigned to.

1.7.3. Lost Key Fobs. You must immediately notify Cornerstone of a lost or stolen Key Fob. The replacement fee for a Key Fob shall be established from time to time by the Association. If an unauthorized person uses the Key Fob, the Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

1.9 Use By Declarant and Merchant Builders. The Declarant, and the Merchant Builders owning Lots in The Cove, shall still have the right to use of Cornerstone Facilities and services for and in connection with marketing of Lots and Condominiums in The Cove, promotion and advertising of The Cove, public relations, and generally creating an interest among potential residents in becoming an Owner, and for purposes unrelated to The Cove. These use rights shall not unreasonably interfere with the rights of Members and their Guests to use Cornerstone Facilities and to receive Cornerstone services, as determined by The Association.

Section 2. Hours of Operation Rules of General Applicability

2.1. Hours of Operation. Cornerstone shall be open on the days and during the hours established by the Association. The hours of operation may be amended seasonally and/or during unforeseeable circumstances. Generally, Cornerstone is operated from 5:00 a.m. to 10:00 p.m., subject to change based on usage. As specific hours of operation are set by the Association.

2.2. Special Functions and Parties. Certain Club Facilities, such as Shaffer Hall, may be used for private functions, subject to availability, only with the prior consent of the Association, upon execution of a "Shaffer Hall Reservation Agreement" and upon payment of all Special Use Fees applicable thereto. The sponsor of the private party shall be responsible for any damage to Cornerstone Facilities and for the payment of any charges not paid by individuals attending the private party.

2.2.1 Reservation of Shaffer Hall. A reservation is required for a private use of the Shaffer Hall room. A reservation process shall be established by the Association. Any Special Use Fees must be paid at the time of reservation. Each reservation for a private event shall be limited to four (4) hours and each household will be limited to one (1) reservation per month due to a high demand for reservations that is anticipated in the future. Maximum capacity of Shaffer Hall room is 65 people.

2.3. Use by Minors. Individuals younger than fifteen (15) must be accompanied by an adult holding an active Key Fob. Minors fifteen (15) years of age or older may use the Pool without adult supervision only if the Association has received a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian. Children under the age of fifteen (15) shall not be permitted in the Fitness Center unless accompanied by an adult holding an active Key Fob. A minor fifteen (15) years or older will be permitted to use the Fitness Center without adult supervision, provided his or her parent or legal guardian has signed a Consent, Waiver, Release and Indemnification Agreement. The Consent, Waiver, Release and Indemnification Agreement is available from the Association.

2.4. Alcoholic Beverages. For events involving liquor, a caterer or bar service with an active liquor license may serve alcoholic beverages at Cornerstone, subject to rules established by the Association and the State Alcoholic Beverage Control. Any person under the age of 21 who shall have in his possession or control alcoholic beverages on Cornerstone Facilities shall be ejected from Cornerstone. Aside from the procedures described in this section, alcohol is otherwise banned from use at the clubhouse. In no instance shall alcohol be permitted in the Pool areas.

2.5. Controlled Substances. No person shall have in his possession or under his control any controlled substance. Any person who shall have in his/her possession or control any controlled substance shall be ejected from Cornerstone, and may lose usage rights at the discretion of the Association.

2.6. Food and Beverages. Food and beverages may be brought to Cornerstone for parties and special events in the discretion of and subject to the policies of the Association.

2.7. General Rules.

2.7.1. Treat Cornerstone As Your Home Away From Home. The budget for staffing of Cornerstone does not allow for additional employees to provide "clean-up" services. Members and their Guests are required to bring their own towels for use in the showers, to cover the Pool furniture when using suntan lotions and to wipe down the equipment in the Fitness Center after use. Members and their Guests must also dispose of their trash after consuming food and beverages at Cornerstone and are generally urged to cooperate in keeping Cornerstone Facilities clean and free of debris

2.7.2. Conduct. Members must conform to all Club policies and standards. Any person who is intoxicated may be requested to leave Cornerstone Facilities. All persons on Cornerstone Facilities are expected to restrain themselves from the use of profanity and unruly conduct

2.7.3. Clubhouse Employees; Courteous Conduct. Members and their Guests may not abuse any of the employees of Cornerstone, verbally or otherwise. All service employees are under the supervision of the Association, and no Member, Contract Purchaser, Tenant or Guest shall reprimand or discipline any employee or send any employee outside of Cornerstone for any reason. Members, Contract Purchasers, Tenants and Guests shall not request special personal services from the employees of Cornerstone.

2.7.4. Complaints and Suggestions. To facilitate the proper management of Cornerstone Facilities, all complaints, criticisms or suggestions of any kind relating to any of the operations of Cornerstone should be written, signed and addressed to the Association.

2.7.5. Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, petitions and solicitations shall not be posted in Cornerstone without the prior written approval of the Association.

2.7.6. Attire. Shirts and shoes must be worn at all times when within Cornerstone Facilities, except in the Pool.

2.7.7. Parking Areas. Self-parking is permitted on the street around Cornerstone. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Violators of the parking

restrictions may have their vehicles towed at their expense.

2.7.8. Guns. Firearms and other weapons of any kind are not permitted on Cornerstone Facilities at any time.

2.7.9. Gambling. Gambling is not prohibited on or about Cornerstone Facilities. This prohibition is not intended to restrict social card playing and board games.

2.7.10. Bikes and Skates. Skates, in-line skates, skateboards, and bikes may be used on paved driveways only for access to the entrance to Cornerstone Facilities. None of the foregoing may be used in Cornerstone or in areas adjacent to the Pool. Skates, in-line skates, skateboards, and bikes left on Cornerstone Facilities must be stored in the appropriate areas and are stored at your own risk.

2.7.11. Smoking. Smoking, including cigar, e-cigarettes and pipe smoking is not permitted within any of Cornerstone Facilities.

2.7.12. Dogs and Pets. Dogs (other than service animals) are not permitted on Cornerstone Facilities except under special circumstances when authorized by Association.

2.7.13. Personal Barbecues, Tents, Etc. No personal barbecues, tents, tarps or flooring such as Slip n' Slides, toddler pools, etc. may be brought onto Cornerstone Facilities unless as approved in writing by The Association.

2.7.14. Property Belonging to Cornerstone. Property or furniture belonging to Cornerstone shall not be removed from the room or area in which it is placed or from Cornerstone Facilities.

2.8. Rules are Subject to Change. the Association may promulgate supplemental or additional rules respecting the Pool, the Fitness Center and other Cornerstone Facilities from time to time.

Section 3. Special Rules Affecting Pool Use

3.1. Presentation of Key Fobs. Everyone must register and, if requested, be able to present an active Key Fob to a Pool Monitor or other Cornerstone attendants prior to entering the Pool and the adjacent areas. If an active Key Fob cannot be presented for whatever reason, the Pool Monitor has the authority to eject both the member and/or guests of all members of the party.

3.2. Types of Uses of the Pool.

3.2.1. Typical Use of Pool. The Pool is available for family use during typical operational hours. A "typical" use is unstructured in nature, and shall allow for the equal use of all Members. From time to time the Association may designate a special time and use for the pool, such as Aqua Classes.

3.2.2. Lap Pool. The Pool may be used as a lap pool from time to time. Generally, the designated use of the Pool as a lap pool will be in the mornings from 5am – 8am. When the Pool is being used as a lap pool, it may not be used except to swim laps or to participate in an organized exercise class.

3.3. Risk of Use. Use of the Pool is at the swimmer's own risk. Without limiting any other provision of these Rules and Regulations, each Member, Contract Purchaser or Tenant is personally liable for any injury to his or her family members, Guests and other invitees using the Pool.

3.4. Equipment and Towels.

3.4.1. Towels. You are required to bring your own towels.

Equipment and Furniture. All equipment used for water classes is the property of Cornerstone and should be returned to Cornerstone. Pool chairs are available for Members' use at no charge. All persons using Pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions can stain or damage the furniture. Damage caused by such products is the responsibility of the responsible Member. Saving of chairs for persons absent from the Pool areas is not permitted.

3.4.2. Floats. The use of inflatable floats is limited. By way of example, inner tubes, air mattresses, inflatable rafts and other flotation devices are not permitted. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as flotation devices to assist non-swimming persons.

3.5. Hours of Use. Swimming is permitted only during published open hours of the Pool. The Pool may also be closed for certain portions of the year for maintenance and repairs. It is the responsibility of the Members to know current hours of operation and rules.

3.6. Minors.

3.6.1. Diapers. Minors who are not toilet trained must wear appropriate swimming attire (swim diapers) designed to prevent pool contamination. DIAPERS, OTHER THAN SWIM DIAPERS, ARE NOT PERMITTED IN THE POOL.

3.6.2. Adult Supervision - Pool. Any non-swimming minors must be accompanied in the Pool by an adult that can swim. Minors under fifteen (15) years of age are permitted to use the Pool only if accompanied and supervised by an adult. Minors fifteen (15) years of age and older may use the Pool without adult supervision only if there is on file in the Association's office a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian.

3.7. Showers. Showers are required prior to entering the Pool to remove all suntan oils and lotions.

3.8. Aqua Classes. From time to time, Aqua Classes may be offered at Cornerstone. Payment of a fee for participation may be required. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and try to stay for the entire class.

3.9. Food and Beverages. No food or beverage may be brought into the Pool area; however, food and beverages may be consumed at designated areas and on the patio area immediately adjacent to Cornerstone.

3.10. No Glass or Sharp Objects. Glass objects and sharp objects are not permitted in the Pool areas.

3.11. Games; Horseplay. Running, and noisy or hazardous activity will not be permitted in the Pool areas. Pushing, dunking, and dangerous games are not permitted. Snorkeling equipment, other than a mask, is not to be used in the Pool except as part of an organized course of instruction. The throwing of frisbees or wet clothes.

3.12. Diving; Climbing. No diving is permitted in the Pool. No climbing is permitted on any structure.

3.13. Attire. All swimmers must wear swimming attire. Tangas, cut-offs and non-swim shorts are not considered appropriate swimwear. All bobby and hair pins must be removed before entering the Pool.

3.14. Radios and Compact Disk Players. Radios, compact disk players and wireless speakers may only be used with earphones.

3.15. Trash. All persons using the Pool areas are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, and all other trash.

3.16. Relaxation of Pool Time Regulations. During the swimming season, the Board may intermittently designate specific days and/or times for relaxed pool regulations, ensuring advance notification to Owners.

3.16.1. Notification: The Board of Directors will determine the days and hours for Relaxation Pool Time and inform all homeowners in advance.

3.16.2. Schedule: Relaxation Pool Time will typically occur from 2:00 PM to 6:00 PM on designated days.

3.16.3. Permitted Activities: Residents may utilize small individual pool floats, inner tubes, noodles, and other pool toys during Relaxation Pool Time to enhance their enjoyment.

3.16.4. Noise Policy: Lively activities and moderate noise levels are permitted during Relaxation Pool Time, within reasonable limits.

3.16.5. Refreshments: Snacks and beverages in plastic or metal tumblers are allowed during Relaxation Pool Time, with the condition that no garbage or leftover food is left behind. Any unattended items may be removed and disposed of.

3.16.6. Music: Personal music playing is prohibited. The clubhouse's sound system may be utilized for background music, subject to availability and Board approval.

3.16.7. Maintaining Order: The Board of Directors reserves the right to pause or end Relaxation Pool Time if it is abused or if disruptive behavior occurs.

Section 4. Special Rules Affecting Fitness Center

- 4.1. Key Fobs. A Key Fob must be used to enter the Cornerstone Facilities, including Fitness Center.
- 4.2. Equipment and Towels. When others are waiting to use equipment, use of cardio-equipment is limited to thirty (30) minutes per person. Do not drop or bang weights. Use of all equipment is at your own risk. Members must bring their own towels to wipe down equipment after use. Stolen or Damaged equipment (due to improper use or negligence) is the responsibility of the Member and shall be paid for by the offending Member. Used equipment must be returned to original spot and wiped down after each use.
- 4.3. Video Monitoring. The Fitness Center area is video monitored by the Association.
- 4.4. Food and Beverages. Food and beverages may not be brought into the Fitness Center except for water in tightly closed bottles.
- 4.5. Attire. Proper workout attire is required.
- 4.6. Minors. Minors under fifteen (15) years of age are not permitted in the Fitness Center without adult supervision. Minors fifteen (15) years of age or older may use the Fitness Center without adult supervision, provided there is on file with the Association a Consent, Waiver, Release and Indemnification Agreement executed by such minor's parent or legal guardian.
- 4.7. Personal Trainers. You may bring your personal trainer or a fitness instructor into the Fitness Center as a Guest.
- 4.8. Fitness Classes. From time to time, Fitness Classes may be offered at Cornerstone. Payment of a fee for participation may be required. When participating in scheduled classes, you should check in on time, follow the directions of the instructor, and try to stay for the entire class. Maximum capacity of the Fitness Center is 21 persons.
- 4.9. Use at own Risk. Equipment shall be used at the risk of the Members, or authorized Guests.

Section 5. Violation of Club Rules; Suspension of Club Privileges

- 5.1. General. Violation of Cornerstone Rules may result in suspension of privileges and other sanctions imposed by the Association. In addition, Cornerstone privileges may be suspended by the Association in accordance with the Master Declaration and the Bylaws.
- 5.2. Suspension By Association. The Association may restrict privileges, eject persons from Cornerstone and temporarily suspend a person's access to Cornerstone, following the notice and hearing procedure set forth in the governing documents, in each of the circumstances listed below, and for the failure of the Owner to timely pay its Association Assessments. Suspension of privileges shall not entitle any Owner to a reduction of Association Assessments or to a refund of Association Assessments previously paid. Once a person is suspended by the Association, Management shall not allow such person access to Cornerstone until notified in writing by the Association that the suspension has been lifted. The following circumstances shall constitute grounds for suspension:

5.2.1. an Owner or a Tenant submits false information on the information sheet or application form which is known to be false;

5.2.2. the person violates one or more of these Rules and Regulations in a manner which endangers the safety of any other person or damages or threatens to damage Cornerstone property;

5.2.3. the person repeatedly violates Rules and Regulations which are not injury or property threatening;

5.2.4. the Guest of that person violates one or more of the Rules and Regulations then in effect;

5.2.5. the person has injured or harmed any person within Cornerstone Facilities, or harmed, destroyed or stolen any personal property within Cornerstone Facilities, whether belonging to a third party or to Association Member.

Section 6. Responsibility of Users; Release of Liability; Indemnification

6.1. Accidents to be Reported. All accidents involving injury to a person or persons, or damage to property, shall be reported to the Association immediately.

6.2. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her immediate family members and Guests, all persons using Cornerstone through such Member, and the personal property of all of the foregoing.

6.3. Cars and Personal Property. Management and/or Declarant are not responsible for any loss or damage to any private property used or stored on Cornerstone Facilities. Without limiting the foregoing, any person parking a car in front of Cornerstone assumes all risk of loss with respect to his or her car in the Parking Areas; equipment, jewelry or other possessions left in the Fitness Center, on bicycles, or within cars; and wallets, books and clothing left in the Pool areas. Property left by any person on Cornerstone Facilities and not claimed within ninety (90) days may be disposed of by the Association without notice. No bailment is intended, nor created by the preceding sentence.

Assumption of Risk of Activities; Release. Each person who enters Cornerstone assumes the full risk of injury which may result from such entry, whether from the use of any apparatus, appliance, or facility by that person or others, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by Cornerstone, either on or off Cornerstone Facilities (individually and collectively, "Cornerstone Use and Cornerstone Functions." By entering Cornerstone, each such person hereby and thereby jointly and severally releases and discharges the Association, the Declarant and the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Released Parties") from any and all claims such person may have, now or in the future, which are in any way related to any Cornerstone Use and Cornerstone Functions. Claims shall include, but shall not be limited to all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which such person may have as the result of any act, omission, promise of obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

6.4. Member Liability. Each Member, Tenant and Contract Purchaser shall be liable for any and all injury to persons and property at Cornerstone, and for any and all injury to persons and property resulting from any Cornerstone Use and Cornerstone Functions, which is caused by that Member, Tenant or Contract Purchaser, or by any person using Cornerstone or engaging in Cornerstone Use and Cornerstone Functions by reason of their relationship to such Member, Tenant or Contract Purchaser. All persons having liability under this Paragraph 6.5. shall be jointly and severally liable for all resulting damages.

6.5. Indemnification of Declarant and Association. In addition, each Member, Tenant and Contract Purchaser shall defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of Cornerstone or participation in Cornerstone Use and Cornerstone Functions by such Member, Tenant or Contract Purchaser, the members of their respective households, their Guests, and other persons entering Cornerstone or participating in Cornerstone Use and Cornerstone Functions as a result of their relationship.

6.6. Attorney's Fees. In the event of any action or proceeding brought to enforce any one or more of these Rules and Regulations, the prevailing party shall be entitled to recover its attorney's fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Section 7. Miscellaneous

7.1. Committees. The Association may establish committees from time to time respecting Cornerstone. The Association has the authority to establish a three (3) or more person committee(s) which would be responsible for organizing events for the Members of the Association. Committee members will be volunteers and will not be compensated for their time of service. Only Member of Association in good standing can serve on a committee(s). All events held on Cornerstone premises, shall follow all rules outlined in this Rulebook, and shall get approval of the HOA Board.

Authority to Promulgate and Amend Rules. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. CORNERSTONE IS A PRIVATELY-OWNED FACILITY AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION AS PROMULGATED BY THE BOARD OF DIRECTORS. These Rules and Regulations may be amended from time to time by the Association without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be posted in a conspicuous place within Cornerstone or, in the Association's sole discretion, communicated otherwise to the Members of Cornerstone. All Rules and Regulations promulgated by the Association shall become effective on the date determined by the Association.

NOTE: THESE RULES AND REGULATIONS WERE CURRENT AS OF _____. PLEASE CHECK WITH THE ASSOCIATION OR MANAGEMENT FOR ANY UPDATES, ADDITIONS AND CHANGE.