
**THE BOULDERS CONDOMINIUM ASSOCIATION
RULES & REGULATIONS**

Adopted, August 16, 2023

These Rules & Regulations (hereinafter “Rules”) are intended as a guide to the conduct and activities of all Members, Tenants and Residents of The Boulders Condominium Association (“Association”) and their guests, to the end that everyone living in and using the facilities will enjoy the maximum pleasure without annoyance or interference from others. Observance of these Rules by Residents and their guests will foster a pleasant living environment and will help to maintain the property values of the homes in the Community.

Pursuant to Sections 1.6, 1.21, 3.22, 4.5 & 4.6(E) of the First Amended and Restated Declaration of Covenants, Conditions & Restrictions of The Boulders Condominium Association, Document # 20220024950, recorded in the Official Records of Nevada County, December 21, 2022 (“CC&Rs”), the Board of Directors (“Board”) has adopted the following Rules and Regulations (hereinafter “Rules”). The Rules are part of the Governing Documents of the Association, *see, CC&Rs, §§ 1.21 & 4.6(E)*, and are binding upon the Association, Members, Owners of separate interests within the Association and their families, grantees, Tenants, occupants, guests, and successors, heirs and assigns. These Rules shall supersede any previous policy or rule covering the same subject matters. Capitalized terms shall be as defined herein or as defined in the CC&Rs.

Each Owner has received a copy of the CC&Rs, as well as the Bylaws, and these Rules (together, the “Governing Documents” for the Association), as they are amended from time to time and distributed by the Board. Failure to comply with the Rules can result in disciplinary action (including monetary fines) against the Member or other responsible party.

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Section A. DEFINITIONS

These definitions are reproduced, as needed, from the CC&Rs, including clarification. Certain terms are not defined in the CC&Rs.

- 1) "Articles" means the Articles of Incorporation of The Boulders Condominium Association, which are filed in the Office of the Secretary of State of the State of California, as such Articles may be amended from time to time. See, CC&Rs, section 1.1.
- 2) "Assessment" means any Regular, Special or Special Individual Assessment made or assessed by the Association against an Owner and his or her Condominium in accordance with the CC&Rs. See, CC&Rs, section 1.2.
- 3) "Association" means The Boulders Condominium Association, a California nonprofit mutual benefit corporation, its successors and assigns. See, CC&Rs, section 1.3.
- 4) "Association Manager" means the person or entity, if any, retained by the Association to manage its affairs, as authorized in the Bylaws. See, CC&Rs, section 1.4.
- 5) "Association Property" means real or personal property owned by the Association. Any references in this Declaration to Association Property are references to the Association Property as a whole and to portions thereof. The Association Property will be as shown on the Condominium Plan. Association Property also includes the following regardless of where located: the portions of all gas, water and waste pipes, all sewers, all ducts, chutes, conduits, wires, and other utility installations (except the electrical outlets in the Units) that extend into the Units. Association Property does not include the windows, sliding glass doors, surrounding structure and the heating systems serving the Units (including the Kitec pipes). See, CC&Rs, section 1.5.
- 6) "Association Rules" means the rules, regulations and policies adopted by the Board of Directors of the Association, as the same may be in effect from time to time. See, CC&Rs, section 1.6.
- 7) "Board of Directors" or "Board" means the Board of Directors or the governing

- body of the Association. See, CC&Rs, section 1.7.
- 8) "Building" means a structure located in the Project that contains Units. See, CC&Rs, section 1.8.
 - 9) "Bylaws" means the Bylaws of the Association, as such Bylaws may be amended from time to time. See, CC&Rs, section 1.9.
 - 10) "Common Area" means those certain volumes of airspace described in the Condominium Plan which shall be owned by Owners in each Phase as tenants-in-common. Common Area means all real property and improvements within the Community, excluding the Units, including landscaping, streets, driveways, and recreation facilities, which are for the exclusive use and enjoyment of Residents and their Guests. See, CC&Rs, section 1.10.
 - 11) "Common Expense" means the actual, estimated, or expected costs, charges, or other financial liabilities of the Association, including, without limitation: (a) all costs or charges incurred by or on behalf of the Association for the management, maintenance, administration, operation, repairs, additions, alterations or reconstruction of Common Area, Common Facilities, or any portion of the Units for which the Association has maintenance or repair obligations; (b) all costs or charges reasonably incurred to procure for the protection of the Association and its Board; (c) any amounts reasonably necessary for reserves to maintain, repair or replace the Common Area or Common Facilities, any portion of the Units for which the Association has maintenance or repair responsibility or to cover unpaid (delinquent) assessments; and (d) any other costs or charges necessary for the Board to perform its functions and fulfill its responsibilities under the Governing Documents. See, CC&Rs, section 1.11.
 - 12) "Common Facilities" means all improvements located within, under, above or upon the Common Area except utility, plumbing and/or drainage lines belonging to a public utility or other party having a valid easement. The Common Facilities include but are not limited to swimming pool, pool apron area, pool storage and pump house; clubhouse/recreational building; trees, hedges, plants, lawns, shrubs, and landscaping; fences located on the Common Area; perimeter fence; utilities, berms, pipes and lines; lighting fixtures; parking areas; solar energy system at the clubhouse/recreational building; and other sports facilities (i.e. bocce ball court(s), horseshoe pit(s), and/or volleyball court). See, CC&Rs, section 1.12.
 - 13) "Condominium" means an estate in real property as defined in California Civil Code Sections 783 and 4125(b) and which consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a Unit together with any easements or other interests in the Project or any portion thereof as described in this Declaration and/or in the Owner's deed. See, CC&Rs, section 1.13.
 - 14) "Condominium Plan" means the plans of Condominium that was recorded pursuant to California Civil Code Section 4285 et seq. with respect to the Project. See, CC&Rs, section 1.14.
 - 15) "Declaration" means the First Amended & Restated Declaration of Covenants, Conditions and Restrictions (CC&Rs) of The Boulders Condominium Association,

recorded in the Office of the County Recorder of Nevada County, California as it may be amended from time to time. See, CC&Rs, section 1.15.

- 16) "Declarant" means Deerfield Truckee Associates LLC, a Nevada limited liability company, its successors, and any Person to which it shall have assigned any of its rights under this Declaration by an express written assignment. As used in this Section, "successor" means a Person who acquires Declarant or substantially all of Declarant's assets by sale, merger, reverse merger, consolidation, sale of stock or assets, operation of law or otherwise. Unless, otherwise expressly provided in the Declaration, all actions that may be taken by Declarant may be chosen by Declarant in its sole discretion. See, CC&Rs, section 1.16.
- 17) "Director" means a member of the Association's Board of Directors. See, CC&Rs, section 1.17.
- 18) "Exclusive Use Common Area" means any portion of the Common Area that is set aside, allocated, assigned and restricted for the exclusive use of the residents/Owners of a particular Unit. The Exclusive Use Common Area also shall include the following portions of Common Area designated to serve the Owner's Unit exclusively: any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, door frames, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest but located outside the boundaries of the separate interest. See, CC&Rs, section 1.18.
- 19) "Family" means two (2) or more persons who live together and maintain a common household in a Unit whether or not they are all related to each other by birth, marriage, or legal adoption. See, CC&Rs, section 1.19.
- 20) "General Common Area" means all of the Common Area except for Exclusive Use Common Area. See, CC&Rs, section 1.20.
- 21) "Governing Documents" is a collective term that means and refers to the CC&Rs and to the Association's Articles, Bylaws, Association Rules and the policies and resolutions adopted by the Board and distributed to the Members. See, CC&Rs, section 1.21.
- 22) "Improvement" means an addition to or alteration of the real property comprising the Project or any portion thereof and includes, but is not restricted to, any Building, outbuilding, structure, shed, storage area, driveway, parking area, carport, garage, paving, walk, fence, wall, stair, deck, balcony, patio, pole, sign, tank, ditch, landscaping (including trees, hedges, plantings, lawns, shrubs), landscape structures, berms, fencing, antennas, utilities, utility lines, gates, statues, markers, pipes, lines, lighting fixtures, and anything deemed to be a "work of improvement" as defined in Section 3106 of California Civil Code or any structure of any kind. In no event shall the term "Improvement" be interpreted to include projects that are restricted to the interior of a Unit, so long as such projects do not involve modifications to load bearing walls or the structural framing of a Building, and do not interfere with other Members' use and enjoyment of their property. See, CC&Rs, section 1.22.
- 23) "Map" means the subdivision maps recorded in the office of the Nevada County

- recorder for the Association. See, CC&Rs, section 1.23.
- 24) "Member" means each person (or entity) who is named as an Owner on the recorded grant deed (or other valid title document) for any Unit within the Project. However, persons (or entities) who hold an interest in a Unit merely as security for the performance of an obligation (e.g., banks and other types of mortgage lenders) are not Owners or Members. When more than one person is an Owner of a Unit, all such persons shall be Members. Although in no event shall more than one (1) vote be cast with respect to any Unit. See, CC&Rs, section 1.24.
 - 25) "Mortgage" means any security device encumbering all or any portion of the Project, including any deed of trust. The terms mortgage and deed of trust may be used interchangeably. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee in the conventional sense. "Mortgagor" shall refer to the trustor under a deed of trust, as well as a mortgage. See, CC&Rs, section 1.25.
 - 26) "First Mortgage" means a Mortgage that has priority over all other Mortgages. "First Mortgagee" means any person or entity, including, but not limited to, banks, savings and loan associations, insurance companies and other financial institutions, holding a recorded mortgage that constitutes an encumbrance upon one or more Condominiums first in priority of lien over all other encumbrances upon said Condominium(s) securing payment of money other than this Declaration and liens for real estate taxes and assessments. "Eligible First Mortgagee" means a First Mortgagee who has sent a written request for notice to the Association, stating its name and address and the Unit number or address of the Unit on which it has the Mortgage. The Association shall maintain such information in the Association's records. See, CC&Rs, section 1.25.
 - 27) "Lessee" is a person or persons who lease a Unit from the owner for a period of time of 30 consecutive days or more. Such use is under the terms of a lease agreement between the Owner and the Lessee. A Lessee is a subcategory of a Tenant. See, CC&Rs, section 1.31.
 - 28) "Owner" means any person, firm, corporation, or other entity in which title to a Condominium is vested as shown by the official records of the Office of the Nevada County Recorder. If a Condominium is transferred or conveyed to a trust, the Owner is the trustee or co-trustees of such trust. However, the term Owner shall not include persons (or entities) who hold an interest in a Condominium merely as security for the performance of an obligation (e.g., banks and other types of mortgage lenders). See, CC&Rs, section 1.26.
 - 29) "Project" means all real property and the improvements located thereon that comprises The Boulders condominium as described in California Civil Code Section 4125. See, CC&Rs, section 1.27.
 - 30) "Regular Assessment" means an Assessment levied on an Owner and his or her Condominium in accordance with Section 5.2 of the CC&Rs. See, CC&Rs, section 1.28.
 - 31) "Renter" means a person or persons who rent a Unit from the Owner for less than 30 consecutive days. A Renter is a subcategory of a Tenant. See, CC&Rs, section 1.31.

- 32) "Resident" means a person residing in a Unit, including Owners, family members, Tenants (including Renters and Lessees of Owners).
- 33) "Special Assessment" means an Assessment levied on an Owner and his or her Condominium in accordance with Section 5.3 of the CC&Rs. See, CC&Rs, section 1.29.
- 34) "Special Individual Assessment" means an Assessment made against an Owner and/or his or her Condominium in accordance with Section 5.4 of the CC&Rs. See, CC&Rs, section 1.30.
- 35) "Tenant" means any person that resides in or uses a Unit that is not the Unit's Owner and who is paying the Owner as a Renter or Lessee. This includes Lessees, who lease the Unit from the Owner. See, CC&Rs, section 1.31.
- 36) "Unit" means a separate interest in space as defined in California Civil Code Section 4185. Each Unit is a separate freehold estate, as separately shown, numbered and designated in the Condominium Plan which includes a living element and a garage element. In interpreting deeds, declarations and plans, those existing physical boundaries of the portion of the Unit that are encompassed by an Improvement constructed or reconstructed in substantial accordance with the Condominium Plan and the original plans thereof, if such plans are available, shall be conclusively presumed to be the boundaries of such portion, rather than the description expressed in the deed, Condominium Plan or Declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries, as shown on the Condominium Plan or defined in the deed and Declaration, and the boundaries of a building as constructed or reconstructed. The windows and sliding glass doors are portions of the Unit. See, CC&Rs, section 1.32.

Section B. REGISTRATION

- 1) All Owners and Lessees) must be registered with the Association Manager ("Manager"). See, CC&Rs, § 1.4 ("Association Manager"); see also, Bylaws, § 2.9.11 ("Manager").
- 2) All Owners must notify the Association in writing of the address to which all Association notices shall be sent, the names of the Persons who will be occupying the Residence and a phone number for emergencies. See also, CC&Rs, § 3.1(e).

Section C. GUESTS

- 1) Guests and invitees of any Owner or Resident must be accompanied at all times by an Owner or Resident when using the Common Areas of the Association.

- 2) Owners, Tenants and Residents are encouraged to report any apparent trespassers or suspicious activity. However, if there is an apparent threat of immediate danger, local law enforcement or “911” should be contacted.
- 3) All guests must, at all times, comply with all rules, regulations, policies, and restrictions of the Association.
- 4) Each Owner, Tenant and Resident is responsible for informing their guests of the Association’s rules and restrictions and shall be fully responsible for any violation of the provisions of the Governing Documents by their guests and invitees.
- 5) Each Owner is responsible for the conduct and activities of the Owner’s pets and the pets of Owner's Family, Tenants, guests, and invitees. *See, CC&Rs, § 2.7(g)*

Section D. COMMON AREAS AND RECREATION FACILITIES

Use of the Pool, Sand Volleyball Court, Picnic Area, Pedestrian Exercise Course, Horseshoe Pits, and any other Association equipment and furnishings (collectively "Recreation Facilities'), as well as the other Common Areas, including the Greenbelts, is the exclusive privilege of Residents and their guests. The Recreation Facilities and Common Areas are not to be used for any purpose in violation of applicable City, County or State statutes or Association rules and regulations or policies. Residents are responsible for their own conduct and the conduct of their guests at all times while utilizing the Recreation Facilities and Common Areas. The Board has adopted these policies, rules and regulations for the Recreation Facilities and Common Areas to foster pleasurable and equitable use by all Residents and promote the best possible facilities management.

- 1) See Also: Pool, Spa and Fitness Facility Rules: Exhibit B
- 2) Any person within the Recreation Facilities or Common Areas may be required at any time to demonstrate to any other Resident or the Association Manager that they have rightful access to that area. Any person who cannot demonstrate that they have rightful access to that area will be asked to leave the area. If any person fails to leave, such person will be regarded as a trespasser and the local police will be summoned.
- 3) Excessively loud noise is prohibited in the Recreation Facilities or Common Areas, or in a Unit where it would disturb neighboring Residents. Such noise must be kept to a minimum at all times and is prohibited between the hours of 10:00 p.m. and 7:00 a.m.
- 4) Recreation Facilities and Common Areas shall be used only for the purposes intended. Any other activity is prohibited.

- 5) Individuals or groups that engage in hazardous/ destructive or potentially hazardous/destructive activities, and individuals who, in the opinion of the Board or the Association Manager, are incapable of reasonable control of their actions (due to alcoholic beverages, etc.), will be requested to leave the Recreation Facilities or Common Areas immediately. If such persons fail to leave, they will be regarded as trespassers and the local police will be summoned.
- 6) All injuries and/or accidents involving the Recreation Facilities or Common Areas must be reported to the Board or the Association Manager immediately. The Association will not be held responsible for any accident or injury in connection with the use of the Recreation Facilities or Common Areas by Residents or their guests.
- 7) Pets are not permitted in the Pool Area, Volleyball Court or Horseshoe Pits at any time.
- 8) Health regulations will be strictly enforced at all times.
- 9) The Boulders pool, spa and fitness facility is an alcohol free amenity. Smoking and drinking of alcoholic beverages by minors is prohibited in all Common Areas.
- 10) Littering is prohibited in the Recreation Facilities and Common Areas. Trash that cannot be contained in provided bear-proof trash containers must be hauled off and disposed of by the individual owners.
- 11) No Association property is to be removed from the Recreation Facilities or Common Areas.
- 12) Use of profanity or obscene language is prohibited.
- 13) Lost and found items turned in to the Association Manager will be held for a maximum of thirty (30) days. Articles deemed as "valuable" (e.g., watches, rings, wallets, car keys, etc.) will be held for a maximum of six (6) months by the Association Manager. Any items not claimed for over 6 months shall be sold or donated to charity. In no event shall the Association be responsible for the loss of any personal property in the Recreation Facilities or Common Areas.
- 14) Any vandalism should be reported immediately to the Association Manager. Any Resident witnessing damage or vandalism to the Recreation Facilities or Common Areas should inform the Association Manager, and, if safely possible, obtain the violating person's name and license. All vandalism will be reported to the Truckee Police Department and vandals will be prosecuted.
- 15) Bicycles, roller skates, in-line skates, mopeds, skateboards, children's cars, etc., are strictly prohibited from the Recreation Facilities.

- 16) A schedule of fines for violations of the Rules and Regulations governing the Common Area and Recreation Facilities is attached as Exhibit "A" and incorporated herein by reference.

Section E. **COMMON AREA DAMAGE**

- 1) Owners, Tenants and Residents are responsible for payment of all cost of repairs for all damage to the Association's property caused by themselves, members of their families or their guests. *See, CC&Rs, § 5.4(a)(1).*
- 2) A Special Individual Assessment may be levied against an Owner's Unit to reimburse the Association for costs incurred in repairing damage caused by an Owner, Tenant, Resident, members of their families or their guests. *See, CC&Rs, § 5.4(a)(1).*
- 3) The Association may maintain an eviction action if a Tenant's or Resident's conduct involves repeated or continuing damage to or destruction of Common Areas or Common Facilities, or constitutes a continuing nuisance or unreasonable interference with safety and/or the quiet enjoyment of other Residents. *See, CC&Rs, § 3.2(g).*

Section F. **RENTAL OF UNITS**

The following rules apply to any and all agreements, including, but not limited to leases, subleases and/or rental agreements, written or verbal, whether for monetary consideration or not, for the occupancy of any Unit. *See, CC&Rs, § 3.2 ("Rental of Units").*

- 1) Occupancy of a Unit is limited to two (2) persons per bedroom, plus one additional person, not including temporary guests. In no event shall a Unit be occupied by more individuals than permitted by applicable zoning laws or governmental regulations. *See, CC&Rs, § 3.1(a).*
- 2) All leases for a Unit within the Project shall be in writing. *CC&Rs, § 3.2(b).* All leases shall be at least for thirty (30) days. *Civil Code § 4741(c).*
- 3) No Owner, contract purchaser, or Tenant shall be permitted to lease, sublease, or rent a Unit for any purpose other than for residential purposes. *See, CC&Rs, § 3.1(b) ("Restriction on Businesses").* No other use is allowed except as specifically permitted by law or local ordinance.
- 4) Each Owner-lessor must provide any Tenant with a current copy of all Governing Documents and all subsequent Amendments. *See, CC&Rs, § 3.2(d).*
- 5) A copy of the lease agreement and the information listed below shall be provided to the

Association within five (5) business of entering into the lease agreement:

- a. The names of the Tenant and all other persons expected to occupy the Unit during the term of the lease;
- b. The term of the lease (which shall be at least thirty (30) days;
- c. The mailing address of each lessee/tenant;
- d. An emergency telephone number for each Tenant;
- e. The Owner's mailing address and contact information;

See, CC&Rs, § 3.2(e).

- 6) Owners shall give the Manager or Board prompt notification within five (5) business days of any change or termination of the tenancy or any change in the information provided pursuant to the preceding section, above.
- 7) No Owner, contract purchaser, or Tenant shall be permitted to lease or sublease a Unit for transient or hotel purposes (*i.e.*, a rental that includes providing the occupants with customary hotel service such as room service for food and beverage, maid service, laundry and linen service, or bellboy service). Owners must comply with all local ordinances of the Town of Truckee regarding the rental or lease of Units. *See, CC&Rs, § 3.2(c).*
- 8) Subleasing of a portion of a Unit is not permitted except when there is a code-compliant accessory dwelling unit or junior accessory dwelling unit on the property. *See, Gov't Code §§ 65852.2 and 65852.22.*
- 9) Each Owner shall be responsible for compliance by such Owner's Tenant(s) with all of the provisions of the Governing Documents during the Tenant's occupancy and use of the Unit. *See, CC&Rs, §§ 3.2(d) & (f).*
- 10) The failure of any Tenant to comply with the terms of the Governing Documents shall be a default under the lease/rental agreement and a failure to perform a condition and covenant of the lease/rental agreement. The Association has the right to bring an eviction action against the tenant or lessee. *See, CC&Rs, § 3.2(g).*
- 11) Owners are responsible for any and all damage to the Common Area and Common Facilities caused by the Owners' Tenant(s) – whether known or unknown – and such Tenant(s)'s family, guests, or Invitees. Financial responsibility for damage will include all costs associated with Common Area repair or replacement, as well as insurance deductible paid by the Association, if applicable. *See, CC&Rs, § 5.4(a)(1).*
- 12) Every Owner of a Unit that is rented or leased agrees to and shall indemnify and defend the Association, its officers, directors, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorneys' fees arising out

of the conduct or presence of the occupants of the Unit within the Project, including any such arising or alleged to have arisen out of the enforcement or nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorneys' fees incurred by the Association to enforce the Governing Documents against such occupants, including eviction as provided in the *CC&Rs*, § 3.2(f) , shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Special Individual Assessment. *See, CC&Rs, § 3.2(h).*

Section G. FIRES

No exterior fires are permitted, except barbecue fires within propane gas barbecues on the patios or decks. Barbeques with coals are prohibited. No resident may tap into the existing gas fireplace line to hook up a barbeque. No propane fire pit appliances are allowed.

Section H. DECKS

Decks and patios may only be furnished with patio furniture (table, chairs, umbrella), a propane gas barbecue and storage bin. Storage bins must not exceed 2' deep x 3' high x 4' long.

Section I. SPRINKLER SYSTEMS

Tampering with or adjusting sprinkler heads or timing devices is strictly prohibited. Owners will be held liable for any damages to the sprinkler system caused by such Owners. Any sprinkler problems should be promptly reported to the Association Manager.

Section J. NEIGHBORLY CONDUCT

- 1) No Owner may permit or cause anything to be done or kept upon, in or about their Unit which might obstruct or interfere with the rights of other Owners to quiet enjoyment of their property, free from noxious, harmful or unreasonably offensive conduct and/or activity. *See, CC&Rs, § 3.3.*
- 2) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association Residents. *See, CC&Rs, § 3.3 (“... no Owner or resident shall permit noise, sound(s) or sight(s) that unreasonably disturb another Owner’s or resident’s enjoyment of his or her unit . . .”).* Each Owner and Resident is responsible for the conduct and behavior of their family members, Tenants, guests, and invitees. *See, id., § 3.2(d).*
- 3) Vehicles, toys, bicycles and other personal items shall not block or interfere with pedestrian or vehicular traffic. *See, CC&Rs, § 3.7(b), 3.13 and 3.22.*

- 4) Leaving toys, sports equipment and other personal items in the front yard or driveway of Units, where visible from the Common Area or other Units, overnight is prohibited. *See, CC&Rs, § 3.22.*
- 5) No Owner, Tenant or Resident shall permit noise, sound(s) or sight(s) that unreasonably disturb another Owner or Resident's enjoyment of his or her Unit and/or the Common Area, including but not limited to barking dogs, or the operation of stereos, amplifier systems, television systems, motor vehicles, recreational vehicles, motorcycles, or power tools. *See, CC&Rs, § 3.3.*
- 6) No noxious or offensive activities shall be carried on nor shall anything be done which may be or become an annoyance or nuisance to the Residents or which shall in any way interfere with the quiet enjoyment of occupants in the Residences. *See, CC&Rs, §3.3.* Such prohibited activities include but are not limited to:
 - a. Brandishing and/or discharging of firearms within the Project;
 - b. Drilling, refining, quarrying, oil/hydrocarbon/mineral exploration and extraction, or mining operations of any kind;
 - c. Use of machinery or equipment of any kind, except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private Residence or appurtenant structures within the Project;
 - d. Activities that will obstruct the sidewalks, streets or Common Area within the Development or interfere with the free use thereof, except such obstruction as may reasonably be required in connection with repairs;
 - e. Activities that impede, alter or otherwise interfere with the drainage patterns or facilities in, over, under, across and through the Project without the prior written consent of the Board and all public authorities with jurisdiction;
 - f. Activities or conditions that would encourage, induce, breed, or harbor infectious plant diseases, feral animals, noxious insects, rodents and/or vermin in the Project;
 - g. Any excavation, improvement or work that in any way alters any Common Area from its existing state on the date such Common Area or Common Facility was originally constructed shall not be made or done except by the Association and, then, only in strict compliance with the provisions of the Governing Documents;
 - h. The emission of unreasonable levels of exhaust fumes and/or noise and/or the parking or storage of dilapidated, unlicensed, non-operational and/or disabled vehicles;
 - i. Harassment or physical or verbal abuse of the Directors, or the Association's contractors, employees, agents, and Association Manager, or any obstruction or interference with such persons while they are performing duties for the Association; and
 - j. The cutting or removal of trees or bushes located on the Common Area without prior written approval of the Board.

- 7) Unless otherwise permitted in the Association Rules, no Owner shall serve food or beverages, cook, barbeque, or engage in similar activities, except within such Owner's Unit or Exclusive Use Common Area or any other area designated by the Board for such use. *See, CC&Rs, § 3.3(f).*

Section K. MAINTENANCE: Owners' Obligations to Maintain and Repair

Condominium Owners shall maintain all components within their Unit unless responsibility for maintenance, repair or replacement of a particular component is specifically delegated to the Association by the Declaration or the Association Rules, including these Rules & Regulations. Every Owner must perform promptly all maintenance and repair work within such Owner's own Unit that, if omitted, would affect the Common Area or another Unit, and shall be expressly responsible for any and all damages and liabilities that their failure to do so may cause.

1) Without limiting the foregoing, each Owner's responsibilities include the maintenance, repair, and replacement of the Owner's Unit, including:

- all windows (including glass, frame, weather stripping, and panes);
 - washing the exterior windows
 - doors (including hardware, weatherproofing, frame, and any glass and excluding painting and staining the exterior surface of the doors);
 - garage doors (except the exterior painted surface thereof) and garage door openers;
 - light fixtures with switches controlled from, or separately metered to an Owner's Unit;
 - interior surfaces of the walls, ceilings, floors, permanent fixtures, chimneys, flues, firebox, and spark arrestors in the fireplace;
 - heating system(s) (forced air or Hydro-Aire) and the water heater
 - pipes for the water delivery system
 - pipes and the hydronic wall heating system in Buildings 1-5
 - snow removal from the rear patios or upstairs decks: no owner shall allow their upstairs deck to accumulate snow that exceeds the height of the handrail
 - snow removal from a driveway blocked by a vehicle
 - clearing snow from the front entries to their Condominiums and from all of their Exclusive Use Areas as soon as reasonably possible after each snowstorm
 - exterior hose bib
 - exterior electrical outlet
 - any phone lines or electrical wires inside the walls of the building
- See, CC&Rs, section 6.2(a).

2) Maintenance of Exclusive Use Common Areas decks and patios including snow removal as specified in Section 6.6 of the Declaration, and day-to-day maintenance of the surface of the floors of the decks (including responsibility for any residual damage to Association Property and to any other Units). In addition, Owners with hot tubs on their Exclusive Use

Common Areas will be responsible for any and all damage caused to their Exclusive Use Common Area resulting from the hot tub. See, CC&Rs, section 6.2(b).

3) Maintenance, repair, and replacement of heating/air conditioning systems and equipment which service an Owner's Unit wherever located. See, CC&Rs, section 6.2(c).

With the prior written consent of the Board or Association Manager, any Owner may perform for their residence such services as might otherwise be provided by the Association under the Declaration.

Owners must keep the temperature in their Unit set to **at least 55 degrees** to prevent pipes from freezing. Any owner failing to comply with this minimum temperature requirement must accept complete and total responsibility for any damage to their unit and neighboring units caused by their freezing pipes.

Section L. EXTERIOR APPEARANCE AND SIGNAGE

- 1) Windows visible from the Common Area and/or streets shall be covered by window coverings that meet the requirements set forth in Exhibit F, and shall be maintained in good repair and condition. Windows shall not be painted or covered by foil, cardboard, blankets, sheets, towels, or similar materials. Additionally, window air-conditioning units are prohibited *See, CC&Rs, § 3.10.*
- 2) Exterior clotheslines, drying racks, or other outside clothes drying or airing apparatus shall not be visible from the Common Areas or any other Unit in the Property. No balcony, railing, awning, or any other part of a Unit or Exclusive Use Common Area shall serve as a clothesline or drying rack. *See, CC&Rs, § 3.6*
- 3) The posting or displaying of commercial signs, posters, flags, or banners on any portion of the Common Area or within a Unit so as to be visible from the Common Area shall not be permitted, except as specified in the CC&Rs. *See, CC&Rs, § 3.4.*
- 4) Non-commercial signs or posters may be made of paper, cardboard, cloth, plastic or fabric and may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component, or include the paintings of architectural surfaces. *See, CC&Rs, § 3.4(b).*
- 5) Individual Homeowner Identification signs less than 1 square foot in total size may be placed within three feet (3') of the front door, not at the exterior garage wall. *See, CC&Rs, § 3.4(c).*
- 6) A maximum of one (1) "For Sale" sign may be displayed in the two (2) garage windows of

a particular Unit that is offered for sale. One window to state "For Sale" and the other window to state the Realtor's name, company and phone number(s). Size of each garage window is 10.25" by 17.0". Color of the sign to be tan background with rust letters. *See, CC&Rs, § 3.4(c).*

- 7) A maximum of two (2) "Open House" directional signs (maximum size six (6) square feet) to provide directions to the Unit for sale, only displayed at street intersections, to direct prospective buyers to the Unit for sale, *See, CC&Rs, § 3.4(c), or*
- 8) One "Open House" sign not to exceed six (6) square feet may be displayed at the entry of the Unit being held open. "Open House signs may be displayed a maximum of 5 hours per day. *See, CC&Rs, § 3.4(c).*
- 9) Political signs in the window, not the common area, may be posted no more than 1 month prior to election and removed 1 week after the election. *See, CC&Rs, § 3.4(c).*
- 10) No signs are to be posted on the mailboxes for soliciting sales, rentals, lost pets, cleaning, etc. *See, CC&Rs, § 3.4(c).*
- 11) No signs may advertise overnight, weekend, monthly, seasonal or full-time rentals. *See, CC&Rs, § 3.4(c).*
- 12) No "No Parking" signs shall be on any garage window by any Residents or Tenants. *See, CC&Rs, § 3.4(c).*
- 13) The Association reserves the right to post official notification in the Common Areas including mailbox locations. *See, CC&Rs, § 3.4(c).*
- 14) No non-commercial sign, poster, flag or banner may be posted or displayed on any portion of the Common Area by an Owner or Tenant. *See, CC&Rs, § 3.4(b).*
- 15) No non-commercial sign or poster larger than nine (9) square feet in size may be posted or displayed within a Unit or Exclusive Use Common Area so as to be visible from the Common Area or from another Unit. *See, CC&Rs, § 3.4(b).*
- 16) No non-commercial flag or banner larger than fifteen (15) square feet in size may be posted or displayed on a Unit or Exclusive Use Common Area so as to be visible from the Common Area or another Unit. *See, CC&Rs, § 3.4(b).*
- 17) Displaying holiday decorations and lights on a Unit or Exclusive Use Common Area is permitted from November 1 to January 30. *See, CC&Rs, § 3.22.*
- 18) Window air-conditioning units are prohibited. *See, CC&Rs, § 3.12.* An interior portable air conditioner is allowed as long as it conforms to the specifications in Exhibit D. *See, CC&Rs,*

§ 3.22.

Section M. PARKING AND OPERATION OF VEHICLES

- 1) All vehicles within the Project shall be operated and parked in a safe manner, in compliance with local, state and federal laws and in a manner so as to not cause a public disturbance or nuisance. *See, CC&Rs, § 3.7(f).*
- 2) The maximum speed limit within the Project is 10 miles per hour. *See, CC&Rs, § 3.7(f).*
- 3) No unreasonably noisy, smoky, or off-road vehicles shall be operated within the Project. *See, CC&Rs, § 3.7(f).*
- 4) No commercial vehicles or boats, trailers, recreational vehicles or campers may be parked or stored anywhere in the Project in any manner visible from the Common Area or another Unit. *See, CC&Rs, § 3.7(b).*
- 5) Commercial vehicles entering the Project for service, delivery, loading or unloading purposes may temporarily park in the Common Area, subject to restrictions in the CC&Rs. *See, CC&Rs, § 3.7(b).*
- 6) No dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, or abandoned vehicles shall be stored on the Common Area. As used in this Subsection, an “inoperable vehicle” shall include any vehicle not bearing current vehicle registration, not currently capable of driving, lacking a windshield or other windows, or lacking functioning tires or an engine. *See, CC&Rs, § 3.7(b).*
- 7) No moped, motorcycle or other vehicle may be parked on a sidewalk, grass, or other area not otherwise designated for parking of vehicles. *See, CC&Rs, § 3.7(a).*
- 8) All driveways shall be maintained in a neat and orderly condition. *See, CC&Rs, §§ 3.7(d)*
- 9) No vehicle shall be double parked at any time or occupy more than one (1) parking space. *See, CC&Rs, § 3.7(a).*
- 10) Garages shall be kept sufficiently clear so as to permit parking of the number of vehicles for which the garage was designed. *See, CC&Rs, §§ 3.7(d) & (f).*
- 11) Garage doors shall remain closed, except when the garage is in use. *See, CC&Rs, § 3.7(f).*
- 12) Garages shall be used for vehicle parking only and shall not be used for repair of vehicles or converted for living, business, or recreational activities, except as permitted under the CC&Rs. *See, CC&Rs, § 3.7(e).*
- 13) Other than the replacement of a flat tire or dead battery, no motor vehicle shall be constructed, reconstructed or repaired within the Common Area and driveways. *See, CC&Rs, § 3.7(e).*
- 14) No vehicle shall park in a red zone, fire lane or in any manner which would block access to sidewalks, private driveways, access to or from the Project, or emergency vehicle access. The Board, local fire, police, or sheriff’s departments shall have the right to immediately remove all vehicles which are parked in a red zone or fire lane. Where such removal is necessary, it shall constitute a violation of the CC&Rs and these Rules by the offending

Member. If the vehicle being removed belongs to a Tenant, Resident, guest or visitor of a Member, it shall also constitute a violation of the CC&Rs and this Policy by the Member. *See, CC&Rs, §§ 3.7(a) & (f).*

- 15) Vehicles parked in violation of the Governing Documents may be towed with prior notice to the vehicle owner and at the vehicles owner's expense, provided that the Association complies with California Vehicle Code § 22658, *et seq.* or any superseding statute. Costs incurred by the Association regarding parking, towing, and vehicle storage shall be levied against the Owner as a Special Individual Assessment, including costs incurred due to Owner's family, Tenants, lessees, guests, vendors or contractors. *See, CC&Rs, § 3.7(f).*

Section N. ANTENNAS/SATELLITE DISHES (See Exhibit C)

- 1) No owner shall construct, install and/or use and operate any radio and/or television antenna, satellite dish, other signal reception or transmission devices or related equipment within the Common Area except with the express, prior written permission of the Board. *See, CC&Rs, § 3.5.*
- 2) No satellite dish or antenna greater than one meter (39.4 inches) in diameter shall be installed at any Unit so as to be visible from any adjacent Unit or Common Area. *See, CC&Rs, § 3.5.*
- 3) Unit Owner must follow Antenna and Satellite Restrictions in Exhibit C, and sign and return a copy of that Exhibit.
- 4) Only one (1) satellite dish or antennae is permitted per Unit. *See, CC&Rs, § 3.5.*
- 5) Owners must remove any satellite dish installed for the Unit upon sale of the Unit. *See, CC&Rs, § 3.7(f).*

Section O. ANIMALS/PETS

The following restrictions regarding the care and maintenance of pets within the Project shall be observed by each Owner, Tenant, Resident and guest:

- 1) No more than two (2) dogs and up to two (2) common household animals (i.e., cats, fish, birds, reptiles, or other usual household animal) may be kept in each Unit as long as they are not kept, bred, or maintained for commercial purposes and are kept under reasonable control at all times. No other animals, livestock or poultry of any kind shall be kept, bred, or raised in any Unit. The Board may determine that a reasonable number of common

household animals in any instance may be more or less. *See, CC&Rs, § 3.8(a).*

- 2) Dogs shall not be allowed outside of a Unit within the Project unless leashed and otherwise under the supervision and restraint of their owners. *See, CC&Rs, § 3.8(c).*
- 3) No household pet shall be tied, chained or otherwise tethered in the Common Area, unless under the supervision of its owner. *See, CC&Rs, § 3.8(c).*
- 4) Pet owners shall be responsible for the prompt removal and disposal of pet waste deposited by their pets within the Project. *See, CC&Rs, § 3.8(d).*
- 5) All pets requiring a city or county license must be licensed.
- 6) Notwithstanding the foregoing, no pets may be kept within the Project which result in annoyance or nuisance (for example, excessive barking) to Owners or Residents. *See, CC&Rs, § 3.8(e).*
- 7) Each person bringing or keeping a pet within the Project shall be solely responsible and liable for the conduct of such pets. *See, CC&Rs, § 3.8(f).*
- 8) The Association, the Board, officers, employees and agents shall have no liability to any Owners, their Family, guests, invitees, Tenants, Residents, and contract purchasers for any damage or injury to persons or property damage caused by any pet. *See, CC&Rs, § 3.8(f).*
- 9) The Board shall have the power to prohibit the keeping or maintenance of any animal which, in the sole and exclusive opinion of the Board, after notice and hearing, is deemed to constitute a nuisance or threat to the safety of the Residents. *See, CC&Rs, § 3.8(e).*
- 10) Tenants are not allowed to keep animals within the Project unless such Tenant resides in a Unit for six (6) months or longer and the Unit Owner permits the keeping of animals in the Unit. *See, CC&Rs, § 3.8(b).*
- 11) Pets are not allowed in the pool area or recreation facility.

Section P. BUSINESS ACTIVITIES

- 1) No business of any kind shall be established, maintained, operated, permitted or conducted, except as specified in the CC&Rs. *See, CC&Rs, § 3.1(b).*
- 2) Each Unit shall be used exclusively for residential purposes, except as specified in the CC&Rs. *See, CC&Rs, § 3.1(b).*

- 3) Home offices and/or such professional or administrative businesses (as may be permitted by applicable statutes and/or ordinances provided) are allowed. However, there shall be no external evidence of such business/home office (i.e., no increased pedestrian and/or vehicular traffic, no signs, and no activities that are apparent or detectable by sight, sound or smell from outside of the Unit). *See, CC&Rs, § 3.1(b).*
- 4) Activities in Units that may increase the Association's insurance obligations and/or premiums and/or are inconsistent with the residential nature of the Project are prohibited. *See, CC&Rs, § 3.1(b).*

Section Q. TRASH CONTAINERS

- 1) Owners are required to contract with Tahoe Truckee Sanitary Disposal (TTSD) for trash pick-up from their bear bin. Any Owner failing to do so will be fined by the Board.
- 2) There are only two trash cans provided in each bear bin – one for downstairs and one for upstairs. Each resident may only use one can and take extra trash to the public waste disposal or recycling center for proper disposal. There is additional space for recyclables (in a blue recycling bag) in the bear bin between the two trash cans.
- 3) Trash and garbage shall be placed in a covered and appropriate receptacle, which shall be enclosed within each Unit so as to not be visible from Common Area, except for a reasonable period of time (not to exceed twelve (12) hours before and after the trash collection hours). *See, CC&Rs, § 3.9(a).*
- 4) No toxic or hazardous materials shall be disposed of within the Project by dumping in the garbage containers or down the drains, or otherwise. Toxic or hazardous materials disposal must be performed outside the Project in accordance with all applicable statutes, ordinances and regulations. No hazardous or flammable materials may be stored in any vehicle on the Project. *See, CC&Rs, § 3.9(b).*
- 5) Any extraordinary accumulation of rubbish, trash, garbage, or debris shall be removed promptly from the Project to a public waste disposal facility. All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from Units and shall not be allowed to accumulate therein or thereon.
- 6) No Owner, Resident or Tenant shall permit anything or condition to exist in their Unit which induces, breeds, or harbors infectious plant diseases or noxious insects. *See, CC&Rs, § 3.9(d).*

Section R. SPORTS FIXTURES AND PLAY EQUIPMENT

- 1) No basketball standards, hoops, backboards, or other fixed sports apparatus shall be erected and maintained anywhere in the Project or attached to any Building in a manner that is visible from the Common Area or other Units. *See, CC&Rs, § 3.22.*
- 2) Temporary sports equipment and apparatus shall not be left on Common Area or Exclusive Use Common Area in a manner that it is visible from the Common Area or other Units overnight. *See, CC&Rs, § 3.22.*

Section S. LEGAL CONSIDERATIONS

- 1) There shall be one vote per unit.
- 2) No Board member may represent the Association position on any federal, state or local election issue or spend Association money in support of any candidate or cause without full Board approval.

Section T. ARCHITECTURAL CONTROL

- 1) The **Architectural Committee** (hereinafter **ARC**, formerly the Design Review Committee) if appointed (*CC&Rs, § 8.2*) is comprised of a chairperson and no less than two additional members according to the following: a) at least two board members, and b) no more than two residents who are not board members. If no Committee is appointed, the Board shall exercise the functions of the ARC, and in such case, references to the ARC in this Article shall mean the Board.
- 2) **Duties of Committee** (see *CC&Rs, § 8.3*). It shall be the duty of the ARC to consider and make recommendations upon the proposals and plans submitted to it pursuant to these Rules, and to carry out all other duties imposed upon it pursuant to the Governing Documents. The vote or written consent of a majority of the Committee shall constitute the action of the Committee. The Committee shall keep and maintain a written record of all actions taken.
- 3) **Unit Interior Restrictions** (see *CC&Rs, § 3.14*) No Condominium Owner shall undertake any action or work that will impair the structural soundness or integrity of his/her or another Unit or impair any easement or estate, or do any act or allow any condition to exist which will adversely affect the other Condominiums or their Owners. No alteration, repair, or replacement of wall coverings in Condominiums which may diminish the effectiveness of the sound control engineering in the buildings in the Project may be made.
- 4) **All Changes to Condominiums** (see *CC&Rs, § 3.14(f)*) Any physical changes to the Condominiums must be approved in advance by the Board, must be performed pursuant to a building permit issued by the Town of Truckee (if required), and must be performed by a licensed contractor with general liability and Workers Compensation insurance.” The

Committee is acting as an agent of the BCA Board and makes recommendations to the Board.

- 5) **Work that does not need review by the Committee for approval:** Repairs to, or replacement of appliances, toilets, basins, sinks, electrical fittings provided they are not moved from their present location and that electrical systems or plumbing do not need to be modified, do not need approval of the Committee/Board.
- 6) In order to maintain the architectural character and aesthetics of the Community, it is necessary that modifications of structures and materials be compatible with the residences and overall architectural style of the Community. The Board sets the standards, and the ARC applies those standards on all exterior and interior alterations. This process assures the continuity of character, which helps preserve or improve the appearance and enhances the overall value of every home.
- 7) The ARC and the Board have developed rules/guidelines concerning exterior and interior changes to the Condominiums and individual units therein. These guidelines conform with the CC&RS (see *CC&Rs*, § 8.4). The purpose of these rules/guidelines is to provide the required information and forms regarding any exterior or interior changes and modifications of the home so that the ARC may render its decision.
- 8) **Improvements** that require the Association's prior written approval following submission of plans and specifications (*See, CC&Rs*, § 8.1):
 - a. Any work that would impair the structural integrity of any existing improvement;
 - b. Any work that structurally changes any improvement;
 - c. Any work that affects the common utility services or installations;
 - d. Any work that increases noise transmission from any Unit to other Units; or
 - e. Any work that alters the exterior appearance of an existing improvement of any Unit, landscaping, or excavation work that in any way alters the exterior appearance of any Unit.
 - f. Any work, such as the installation of a tankless water heater, that requires penetration of the outside wall or roof. Such work must be carried out by a contractor who is licensed and insured.

No construction, installation or alteration of an improvement, including landscaping, in the Community may be commenced or maintained until the plans and specifications thereof showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing by the ARC/Board; provided, however, that any improvement may be repainted without ARC/Board approval so long as the improvement is repainted the identical color which it was last painted. Without limiting the generality of the foregoing, the provisions of this Section apply to the construction, installation, and alteration of solar energy systems, as defined in Section 801.5 of the California Civil Code, subject to the provisions of California Civil Code Section 714, the City Building Code, applicable zoning regulations, and associated City ordinances.

- 9) **Owner-Initiated Alterations/Modifications to their Unit** are subject to these rules and to the CC&Rs.

Owners are **prohibited** from making the following changes to their Units:

- a) Converting the gas log fireplace to a wood-burning fireplace
- b) Extending the gas line from the fireplace for a barbeque grill or an additional fireplace
- c) Replacing the fiberglass master shower with a "hot mop" tile floor
- d) Replacing the steel braided washer hoses with rubber hoses
- e) Installing a window air conditioner (See Exhibit D for approved air conditioner)
- f) Installing a waterbed in an upstairs Unit
- g) Installing a hot tub near a window without changing the window to tempered glass or an equivalently safe alternative material

Owners must obtain **approval** from the ARC and/or Board to make the following changes:

- a) Moving any walls
- b) Re-wiring the electrical system
- c) Re-plumbing their water delivery system
- d) Re-plumbing the Kitec pipes serving the Hydro-Aire heating system (Buildings 1 - 5)
- e) Installing hard surface flooring in the Living/Dining Area, Bedroom or Den
- f) Replacing the wood blinds with a different window covering that does not conform to the specifications in Exhibit F
- g) Installing a hot tub on an upstairs Unit wooden deck that has not been structurally reinforced by the Declarant

10) **Application for approval for owner-initiated alterations/modifications**

(a) Application for review of projects by the ARC must be submitted to the Association Manager utilizing the ARC Submittal form that is available at the Association website (<https://truckeeboulders.com/home/homeowners/>), and from the Association Manager. The Association Manager's address may be found on the Association website and also on the submittal form. The completed form and all supporting documents must be submitted either electronically or in writing to the Association Manager. Electronic submission is preferred. The Association Manager will log in the application and transmit all documents to the ARC for review.

(b) The Owner submitting the plans and specifications ("*Applicant*") shall obtain a written, dated receipt thereof from the Association Manager. Until changed by the Board, the address for submission of such plans and specifications is in the Association Manager's office.

(c) The ARC may require a fee to accompany each application for approval, or stating additional factors, which it will consider in reviewing submissions. The ARC may provide that the amount of such fee be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or installations contemplated.

(d) In some cases the Board must approve the application. The ARC is advisory to the Board and will present its recommendation to the Board. The Board may from time to time determine that certain types of applications can be approved by the ARC without requiring Board approval. If a project is submitted for approval that is substantially the same as a previous project that was approved by ARC and the Board in the last two years, the ARC will have the authority to approve the project. This approval will be contingent upon a full review of the new project. The ARC is not required to approve such a project and/or may also add additional requirements upon which the approval is contingent (CC&Rs section 8.6).

(e) **Required documentation, and process, for application approval.**

- 1) When applying for architectural approval, please provide as much information as you can regarding the proposed improvement/alteration/modification.
 - a. Completed Architectural Application Form which is available at the Association website (<https://truckeeboulders.com/home/homeowners/>), and from the Association Manager. The Association Manager's address may be found on the Association website and also on the submittal form.
 - b. Two sets of plans and specifications (if any) drawn to scale;
 - c. Information identifying the exact location of the proposed improvement/alteration/modification (use a scale drawing if applicable);
 - d. Information regarding the color, size, composition and description of the proposed improvement/alteration/modification;
 - e. Photo, sketch, copy of an advertisement or other depiction of the proposed improvement/alteration/modification;
 - f. Name of the contractor(s) and/or manufacturer(s) involved in the proposed improvement/alteration/modification;
 - g. Written consent of affected homeowners if the improvement is visible from or would otherwise impact the use and enjoyment of neighboring Units.

See, CC&Rs, § 8.5(a).

- 2) If additional documentation relating to the change is requested by the ARC the time to respond shall not begin to run until such additional documentation is received by the ARC.
- 3) The ARC shall grant the requested approval only if the ARC, in its sole discretion, finds that all of the following provisions have been satisfied:
 - a. The Owner has complied with the Governing Documents pertaining to the content, and procedures for submittal, of plans and specifications;
 - b. The Owner's plans and specifications conform to the Governing Documents in effect at the time such plans are submitted to the Architectural Committee;
 - c. The Owner's proposed improvement will not interfere with the reasonable

- enjoyment of any other Owner of his or her property;
- d. The proposed improvement(s), if approved, will otherwise be consistent with the architectural and aesthetic standards prevailing within the Project, in harmony with the external structures and/or landscaping within the Project and are consistent with the overall plan and scheme of development and the purposes of the CC&Rs; and
 - e. The Owner provides evidence that any contractor or vendor proposed to perform work within the project is licensed and insured.

See, CC&Rs, § 8.6.

- 4) At its discretion, the Board may hire professionals to conduct the reviews of proposed remodels and/or improvements of individual units. The professionals shall report their findings and/or recommendations to the Board, and/or to the Architectural Committee at the behest of the Board.
- 5) The ARC may determine that a proposed improvement is unacceptable when proposed for a particular Unit, even if the same or a similar improvement or component has previously been approved for use at another location within the Project if factors such as drainage, topography or visibility from roads, Common Areas or other Units or prior adverse experience with the product or components used in construction of the improvement, design of the improvement or its use at other locations within the Project mitigate against erection of the improvement or use of a particular component thereof on the Unit involved in the Owner's submittal. *See, CC&Rs, § 8.6.*
- 6) The ARC shall be entitled to make subjective judgments and to consider the aesthetics of a proposal when considering an Owner's request so long as the Architectural Committee acts reasonably and in good faith. *See, CC&Rs, § 8.6.*
- 7) In approving a request for construction of an improvement, the ARC may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement, color or materials modifications or similar mitigating conditions. *See, CC&Rs, § 8.6.*
- 8) In the event the ARC fails to approve or disapprove a complete application packet within forty-five (45) days, the written request shall be deemed disapproved and the written request may be resubmitted. *See, CC&Rs, § 8.5(d).*
- 9) If the Architectural Committee fails to approve or disapprove such resubmitted application within thirty (30) days of its resubmittal, the request shall be deemed approved. The Owner bears the burden of proof to establish that the request was, in fact, received by the Association. *See, CC&Rs, § 8.5(d).*
- 10) In the case of an application to the Architectural Committee for installation, modification or removal of a Solar Energy System (as defined in Civil Code § 801.5), if such application

is not denied in writing within forty-five (45) days of the receipt of the application, the application shall be deemed approved unless the delay resulted from a reasonable request for additional information related to the application. *See, CC&Rs, § 8.5(c).*

- 11) In the case of an application for installation, modification or removal of an Electric Vehicle Charging Station pursuant to Civil Code § 4745, if such application is not denied in writing within sixty (60) days of receipt of the application, the application shall be deemed approved unless the delay is the result of a reasonable request for additional information. *See, CC&Rs, § 8.5(c).*
- 12) Appeals of the decision of the Architectural Committee shall conform to the requirements of CC&Rs § 8.7.
- 13) Any work pursuant to an approved Architectural Application, including inspection and completion of approved work, shall proceed in accordance with CC&Rs §§ 8.9 and 8.10.
- 14) Before construction can begin the Owner must submit the following information to the Association: name of the (licensed) Contractor, a construction schedule, building permit(s) if required.
- 15) Each Owner bears sole responsibility for obtaining all necessary governmental permits/authorizations and/or complying with all governmental requirements including specifically applicable building codes. *See, CC&Rs, § 8.9.*
- 16) Storage of construction materials is not allowed in the streets. Construction debris shall be removed from the front yard of a residence on a daily basis. *See, CC&Rs, § 3.9(a).* 17) In the event that it comes to the knowledge and attention of the Association of either that a work of Improvement, or any modification, is proceeding/was completed without proper approval and/or is not in compliance with the approved plans and specifications, the Association may require the Owner to remove / undo the Improvement /alteration / modification and/or require the Owner to pay monetary fines for a continuing violation, in accordance with the Governing Documents. *See, CC&Rs, § 8.11.*

Section U. QUESTIONS AND COMPLAINTS FOR THE ASSOCIATION

Any questions or complaints regarding the Association, its management, these Rules, or the governing documents shall be directed to the Association's manager, as recorded on the Association website <https://truckeeboulders.com/home/homeowners>.

Section V. ENFORCEMENT (see also Exhibit A)

- 1) Fines. To ensure compliance with the Association's rules, Owners may be fined in accordance with the Governing Documents. *See, CC&Rs, §§ 12.6(a) & (b).*
- 2) First Offense. A notice of violation/non-compliance will be mailed to the Owner(s) of the non-complying Unit describing the violation or non-compliance and, if the violation/non-compliance is continuing, requesting that the violation/non-compliance be corrected within a specified time. *See, CC&Rs, § 12.6(c) ("Definition of a 'Violation'").*
- 3) Ongoing Violation. Any violation and/or non-compliance that is not corrected within the deadline set forth in the notice of violation to the Owner is an ongoing violation.
- 4) Repeat Offenses. If, within a twelve (12) month period following the Association's notice of a first offense, the same Owner(s) are determined by the Association to be in non-compliance and/or violation of the same provision of the Governing Documents, the Association has the right and ability to treat the violation/non-compliance as a continuation of the previous violation (hereinafter "repeat offense").
- 5) No discipline involving suspension of membership rights and/or a monetary penalty will be imposed against a Member, except subject to the "Meet and Confer" and notice and hearing requirements of the Governing Documents. *See, CC&Rs, §§ 12.6(d) ("Meet and Confer Requirement), (f) (Hearings), (g)(Notices) & (h) (Rules re Disciplinary Proceedings); Bylaws, § 7.2 (Scheduling Hearings).*
- 6) If an Owner's Tenant is responsible for the ongoing violation and/or repeat offense, that Tenant shall have the following rights: (a) the right to receive copies of correspondence he previous violation (hereinafter "repeat offense") from the Association concerning the violation(s); and (b) the right to attend any hearing on the violation(s). However, the Unit Owner(s) shall remain primarily responsible for correcting any violation of the governing documents and may be disciplined for failing to do so, even if such violations resulted from the action or inaction of their Tenant(s).
- 7) If an Owner fails to correct any architectural violation(s) with the time specified by the Association, the Association may, in its discretion, correct the architectural violation and assess the Owner of the Unit with the costs of correcting the architectural violation. *See, CC&Rs, § 8.11.*
- 8) Following a hearing before the Board (or a committee appointed by the Board) pursuant to the governing documents, and as required by California law, the Board may impose the penalties for violation of the Governing Documents, as detailed in Schedule A. *See, CC&Rs, § 12.6(b) (Schedule of Fines); Bylaws, § 7.2 (Scheduling Hearings).*

EXHIBIT "A"- SCHEDULE OF CHARGES & FINES

The schedule of fines for late payment of Monthly Dues or Assessments is distributed in the annual disclosure package. Please refer to that document for updated delinquency policy information as required by State Civil Code. Furthermore, The Boulders is committed to resolving all violations of the CC&R's through the State required IDR and ADR process before imposing fines. The information on the IDR and ADR process is mailed to the membership annually in the annual disclosure package.

- Dues Assessments are sent out and payable on the first of the month and late on the 30th.
- Payments received after the first of the following month will be charged a \$15 late fee.
- If the account is still unpaid on the 30th of the following month, there will be a "Notice of Delinquent Assessment" sent, stating the total amount currently due. This is a past due notice with just 30 days to bring the account current, including any and all fees, late charges, etc. Partial payment will not be accepted.
- If the account is not brought current in the 30 days stated above, then a lien will be recorded against the property, resulting in additional expense and possible reporting to the credit bureaus.
- If the account continues in a delinquent status, a "Notice of Default" will be served, which could lead to a foreclosure sale of the property.
- Checks must include Owner's account number or Building & Unit or Boulders address
- Not receiving a statement does not suspend the obligation to pay dues
- Checks returned for "Non-Sufficient Payment" ("NSF") will be charged as follows -
 - \$25.00 for the first NSF checks
 - \$50.00 for the second NSF check
 - \$75.00 for the third NSF checkAfter the third time, payment will only be accepted by Money Order or Cashier's Check

The schedule of fines for Violations of the CC&R's shall be as follows:

For repeat offenses:

- | | |
|--------------------|----------------|
| • First Offense - | Warning Letter |
| • Second Offense - | \$100 |
| • Third Offense - | \$200 |
| • Fourth Offense - | \$400 |

- A continuing violation may involve daily fines until cured.
- These fines do NOT include any towing or impound charges that may be levied.
- These fines do not cover late fees for nonpayment of monthly assessments.
- On violations that result in damage to the Association common area or other Owners Units, the Board may elect to levy a special assessment equal to the cost of repairing the damage caused by the violating Owner or their Guest.

The Association Manager is entitled to charge a transfer fee to cover the separate costs of

- Duplicating a full set of the Association's legal documents
- Providing a dues recap statement of paid and delinquent accounts
- Providing a recap of sales and closings to any buyer's lender
- Copies of past Board meeting minutes

EXHIBIT "B" - Pool, Spa and Fitness Facility

Hours:

The facilities are open from 6:00 a.m. to 9:00 p.m. daily. The pool is open seasonally; all other facilities are open year-round.

Facility rules:

There is no lifeguard on duty

The Boulders pool, spa and fitness facility is an alcohol free amenity

No glassware is allowed in the facility

No portable BBQ's

No pets allowed

No smoking

No organized parties without prior written consent from the Board of Directors

Gates must be kept closed at all times

Children under 14 must be accompanied by an adult to use pool and spa

Children under 18 are not permitted to use the fitness equipment

Only tight-fitting rubber pants or swim diapers are allowed, and must be worn at all times in the pool by children who are not potty trained

Owners/residents at The Boulders must accompany visitors at all times and are solely responsible for their conduct

No running on pool and spa deck

No diving

No horseplay, shoving or pushing around pool or spa

No skateboards, bikes, scooters or similar equipment allowed inside fenced areas

Proper swim attire is required

No music

Be respectful of others using the facilities at all times

Lost key replacement fee \$50

One key per condominium is issued. If a unit is split into half, third, or quarter ownership shares, one key per share is allowed at an additional fee of \$50 per key after the first key.

EXHIBIT "C" - Antenna and Satellite Restrictions

These restrictions have been formulated by the Board of Directors in response to Owners not observing the association rules of securing Architectural Committee approval prior to installing a satellite dish or antenna for TV, radio, internet or other reception. The Association rules specify that Owners and their renters or lessees must secure approval prior to installation. These guidelines have been formulated to avoid future damage to the building, visual conflicts and any misunderstandings between Owners, Installers and the Association.

1. Owners must call the Association Manager listed on the Association website prior to installation.
2. The Association Manager will meet with the homeowner, renter and/or the installer to pick a dish or antenna location prior to installation.
3. The Architectural Committee Chair and the Association Manager will designate the specific route for the cable from the dish or antenna to the point of entry into the building.
4. Cable must be run on the exterior walls only along the vertical batts or the horizontal edge of the cedar lap siding to minimize the visual impact.
5. Installers must use only brown cable that matches the exterior of the stained building.
6. The homeowners are responsible to paint the dish or antenna to match the color of the building so as to diminish the visual impact as much as possible.
7. Installer must also use a brown, matching color sleeve as an insulator to avoid the weather from intruding inside the wall. If needed, silicon caulk shall be used to seal any gaps on the exterior of the building.
8. The express written approval will be granted by the Association Manager in writing to avoid any possible misunderstandings as to where any exterior penetrations will be permitted. That approval will be communicated within 72 hours of the meeting between the Association Manager and the Owner and/or Installer.
9. Tenants must also notify their landlords in writing prior to any installations being made. Owners may be held responsible to return the building to its original condition at the end of lease.
10. The Association and the management company will strongly discourage the placement of the dish or antenna above the rooflines or on the street side of the buildings. The location and wiring of the dish or antenna is at the sole discretion of the Architectural Committee and the Association Manager.
11. Any fees that may be assessed by the Association Manager will be charged directly to the homeowner or tenant who is requesting the installation.
12. Only the Architectural Committee Chair or the Association Manager can approve where the installers may drill through the exterior wall.
13. Any penetrations made through the exterior walls prior to or without the written consent of the Architectural Committee Chair will be assessed a fine of \$1,000.
14. Owner must remove the satellite dish upon sale of the Unit.

ACCEPTED and AGREED TO: Building # _____ Address _____

Signature

Date

Signature

Date

EXHIBIT “D” - Authorized Air Conditioning for Units

In some cases, owners might decide they want air conditioning for their units during the hot days in summer. To facilitate this process a unit owner needs to follow the steps and guidance below. No reviews are needed if this guidance is followed.

The following guidance must be followed:

1. The air conditioning unit must be contained within the condominium unit.
2. Only venting ducting to the outside via window or your sliding glass door, no penetrations through the walls or doors. Examples below:



3. The air conditioning unit must have a condensation water holding tank that can be manually drained.
4. The water holding tank cannot be connected to the existing drains in the unit or outside the unit.
5. The air conditioning unit must run on 110 volt outlets. No special wiring is allowed.
6. Example type of air conditioning unit and glass sliding door kit:
 - a. GE Model - APCA14YZBW, 13,500 BTUs, SKU – 6390679
 - b. Sliding Door Air Conditioner Vent Kit, Universal Balcony Sliding Door Seal for Portable A/C Compatible with Height 78 inch and 98 inch Sliding Door, Suitable for All Single Duct Portable Air Conditioner
7. No Architectural Committee review is required if these guidelines are followed.

Exhibit E - WRITTEN COMPLAINT FORM

The Boulders Condominium Association

A. Name and address of person filing Complaint ("**Complainant**"): .
.
.

B. Name and address of person responding to Complaint ("**Respondent**"): .
.
.

C. Complainant alleges that Respondent has engaged in the following acts or omissions:
(Please provide a detailed description, including date, time, place and names and
addresses of witnesses, if any; attach additional sheets if necessary.)
.
.
.
.
.
.
.

D. Complainant alleges that the acts or omissions of Respondent described in Section C
above is in violation of one or more of the following governing documents
for _____ **Association:**

Section(s) _____ of the Declaration of Covenants, Conditions and
Restrictions;

Section(s) _____ of the First Amendment to the CC&R'S

Section(s) _____ of the Bylaw;

Section(s) _____ of the Rules and Regulations

Dated: _____, _____ Signature _____

EXHIBIT F – Guidelines for Window Treatments

Reference: Rules & Regulations, August 2023, SECTION T Architectural Committee Review (formerly Design Review Committee)

If the following guidelines are strictly followed, approval from the Architectural Committee (ARC) (formerly the Design Review Committee) is not required when changing out the wood blind window coverings that were supplied by the Seller when the Boulders Condominiums were first built.

If an Owner wishes to install window coverings from a different manufacturer a variance must be requested as described below.

Guidelines:

The wood blind window coverings originally supplied by the Seller were manufactured by Hunter Douglas, the Plantation Wood Blind. This model is no longer available. The current (2022) wood blind manufactured by Hunter Douglas is called Parkland.

This 2022 model expands the color limitations inherent in the Plantation Wood Blinds. Parkland Wood Blinds feature a classic spread of wood tones (e.g. Maple, Cottage Pine and Hickory) as well as some painted colors. Additionally, the Parkland Wood Blind offers interior painted colors of white, ivory and gray.

Street Facing Window Coverings: The street facing visible portion of the replacement wood blinds must be the classic spread of wood tones (Maple, Cottage Pine, Hickory, etc.). The ARC will not involve itself with the interior look desired by the homeowner.

Side Window Coverings: The above window coverings are also permitted for side windows (i.e. not street facing, potentially a back window or sliding door). An alternative permitted for side windows is the Honeycomb Shade. Hunter Douglas features two fabric collections - Duette and Applause. Both fabric collections offer neutral colors (white, ivory, beige and gray) as well as some bold colors. The exterior of all Honeycomb Shades is white in color, regardless of the fabric color selected for the interior view. This clean look adds significant insulation as well as a low-profile stack (2"-4") at the header of the window.

Patio sliding glass doors fall under either of the above categories depending on whether or not they are facing the street. Alternative window coverings may be approved following submission for a variance as described below.

Variance to Guidelines:

If the above guidelines are strictly followed approval by the ARC is not necessary. If an owner wishes to install an essentially equivalent window covering from a different manufacturer a variance must be requested by submitting an application to the ARC, via the management company, utilizing the Boulders Condominium Association submittal form and associated documentation (refer to the BCA website for the form and procedures: <https://truckeeboulders.com/home/homeowners/>).