

WINDHAM AT CARMEL MOUNTAIN RANCH ASSOCIATION

RULES & REGULATIONS

Revised: October 2019

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

TABLE OF CONTENTS

Welcome Page	3
Rules & Regulations	4
Addendum A: Resident Exemption Permit Parking Request Form.....	15
Addendum B: Architectural Application	16
Addendum C: Satellite Dish Installation and Maintenance	18
Addendum D: Water Intrusion, Mold or Fungi Infestation, Emergency Procedures, and Insurance Deductible Policy	20
Addendum E: Maintenance List	27
Addendum F: Pool Facilities Reservation Agreement	31
Addendum G: Membership Guide to Board of Directors Meeting	33
Addendum H: Frequently Called Numbers	36

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

**WELCOME TO THE COMMUNITY OF WINDHAM
AT CARMEL MOUNTAIN RANCH**

This is a compilation of the current Rules & Regulations of Windham at Carmel Mountain Ranch Association (Association), formulated to preserve the unique qualities of this development in the best interest of the Windham Residents as a whole. These rules have been approved by the Board of Directors of the Association under authorities and guidelines set forth in the governing instruments of the Association. (CC&R's, By-Laws and Articles).

Windham at Carmel Mountain Ranch Homeowners are members of the Carmel Mountain Ranch Residential Community Association (The Master Association). Each Homeowner should be aware that a set of master CC&R's exist which may affect the use and enjoyment of your property.

Compliance with these regulations is an obligation of each Homeowner, the Homeowner's tenants, and their guests. Homeowners are responsible for informing their renters and lessees of these rules and will be held responsible for compliance to these Rules and Regulations and any damages to the Association's property caused by the renter or lessee. For your protection, it is the Board of Director's recommendation that you consult legal counsel to make certain that you have these issues clearly outlined in your written rental or lease agreement with your tenant.

In the event of a conflict between these Rules and the Windham Declaration of Covenants, Conditions & Restrictions recorded on the property, the provisions in the Covenants, Conditions & Restrictions shall prevail.

The purpose of these Rules and Regulations is to be one of helping to preserve and develop an even more congenial and attractive Windham. We are glad to welcome each of you and encourage your participation in the activities of the Association.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

The following Rules & Regulations are being enacted as guidelines for the Residents of Windham. The following applies to Owners, tenants, and their guests. Non-resident Owners are advised to require their tenants to read these Rules & Regulations.

1. DEFINITION OF RULES AND REGULATIONS

The "Windham Rules and Regulations" establish a set of rules that are enforced by the Board of Directors.

2. OBJECTIVE

The main objective of the "Windham Rules & Regulations" is to:

- A. Establish minimum rules and regulations for the use of the Windham Common Area.
- B. Establish a fine schedule for violation of the Rules & Regulations.
- C. Establish a mechanism for enforcement of the Rules and Regulations.

3. DEFINITIONS

- A. Common Area shall mean and refer to the entire Common Interest Development which encompasses the Association Property, except the separate interests shown as Living Units on the Condominium Plan.
- B. Unit and Board shall carry the same definitions as set forth in the Declaration.
- C. Declaration refers to the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Windham at Carmel Mountain Ranch Association and Carmel Mountain Ranch Residential Community Association.
- D. Residence refers to any Unit.
- E. Resident refers to any Owner, tenant, etc., who lives within any Residence.

4. HAZARDOUS AND UNSAFE ACTIVITIES

- A. In the interest of safety, all recreational activities that create dangerous conditions are prohibited on asphalt surfaces, including, but not limited to streets and parking areas.
- B. **Observe posted speed limits (10 MPH). Please remember there may be pedestrians present.**
- C. No firearms shall be discharged within the Association Property.
- D. No open fires shall be lit or permitted within the Association Property, except in a contained barbecue unit while attended and in use for cooking purposes only.
- E. Activities or conditions that endanger the health or safety of others are prohibited.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

- F. The Board of Directors finds that smoking constitutes a nuisance in violation of Article VI, Section 6.5 of the CC&Rs. Due to the scientific evidence of the dangers of secondhand smoke, smoking of any kind, including, but not limited to, tobacco products, cigarettes, cigars, pipes, e-cigarettes, marijuana products, and any other drug, is strictly prohibited in the following areas: Common Area, patios, and balconies. Owners are liable for any violations of this rule by themselves, their family members, guests, invitees, lessees, tenants and/or any other occupants of their Unit, as well as any violations by the tenant's family members, guests and/or invitees. If anyone in a Unit smokes, that person is responsible to ensure the smoke does not create a nuisance to others, whether the person is smoking in the Unit or outside; provided, however, the Owner is always ultimately responsible for any violations. Even when smoking within the Unit interior with doors and windows closed, if smoke transfers to another Unit or Common Area, the Board of Directors may require the Unit owner to take reasonable steps to prevent this transfer of smoke. In addition, the Board of Directors may require Owners to take appropriate measures to abate any nuisance that may be caused by smoking.
- For purposes of this rule, “smoking” shall include the inhaling, exhaling, burning, or carrying any lighted cigarette or e-cigarette, cigar, other tobacco product, or marijuana.

5. GENERAL RULES

- A. Although the Board members attempt to stay informed of the activities within the Windham community, they are not normally involved with the day-to-day operations of the property. Board members should not be contacted at their home, by phone, email, or in person by any Resident who is seeking resolution of a complaint.

A Resident may present his or her constructive contributions at Board meetings during the Homeowner input portion of the meeting, or in writing to Windham's Management Company.

- B. Bicycles, skateboards, scooters, in line skates, and other non-motorized conveyances may be used on sidewalks but are prohibited on lawns and landscaped areas. Pedestrians always have the right of way. At no time shall sidewalks be used for storage.
- C. Homeowners should not request landscape maintenance or other maintenance personnel to perform services. Requests for services should be submitted through Windham's Management Company.
- D. Garbage and trash shall be kept in closed, sanitary containers at all times. Garbage containers shall not be put out prior to 7:00 p.m. on the night prior to scheduled pickup and shall be removed within 12 hours after collection.
- E. Residents or their guests may not disturb others with unreasonably loud noises or other activities.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

- F. Hanging, drying or airing of clothes, towels, rugs, etc., in windows or on balconies is prohibited. No exterior clotheslines are permitted on the Association property or on the Common Area.
- G. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, equipment, garbage cans, wood piles, storage piles, trash or unsightly articles shall be kept, stored or allowed to accumulate at any Unit except within an enclosed structure or otherwise appropriately screened from view. All rubbish, trash, or garbage shall be regularly removed from each condominium and shall not be allowed to accumulate in the Association Property.
- H. No pots or other items shall be placed on top of any fence, railing, or balcony railing. Owners shall take reasonable steps to capture water from potted plants placed on porches or balconies. Safely secured flowerboxes may be hung from balcony railings.
- I. Potted plants and decorative items placed in common area landscape may be subject to removal. Owners may be asked to remove these items and may be subject to fine if not removed.
- J. Modification or damage to Common Areas within the Association Property is prohibited.
- K. Owners shall provide their tenant(s) with a current copy of these Rules. Tenants shall be responsible for knowing and following the Rules and governing documents.
- L. Owners shall be entitled to lease a Unit subject to the restrictions contained in Article VI, Section 6.2 of the Association's Declaration.
 - 1) No Owner may lease a Unit for transient occupancy (such as vacation rental, hotel, or timeshare). Such activities are prohibited whether they are engaged in full-time or part-time, whether they are for-profit or non-profit, and whether they are licensed or unlicensed. These requirements apply regardless of whether the Unit is rented directly by the Owner, by a property management company, or via Internet travel services.
 - 2) All Owners leasing or renting their Unit shall promptly notify the Association of the address and telephone number where such Owner can be reached.
 - 3) Owners who lease or rent their Unit shall promptly notify the Association in writing of the names of all tenants and members of a tenant's family occupying such Unit, provide the make, model, color, and license plate number of all Residents' vehicles, a telephone number for the tenant, the number and type of pets kept by the tenants, keep all information current, and provide the Association with a complete copy of the lease or rental agreement and any other information reasonably needed and requested by the Association.
- M. Garage doors must be kept closed at all times unless the resident is present.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

6. PET RULES

- A. The Resident(s) of each Condominium shall be collectively entitled to keep two (2) domestic dogs or, two (2) domestic cats, or one (1) dog and one (1) cat, and/or caged birds and fish in an aquarium, provided that they are not kept, bred, or maintained for commercial purposes, and further provided they are kept under reasonable control at all times.
- B. Notwithstanding the foregoing, no pets may be kept on the Association Property that, in the determination of the Board, result in an unreasonable annoyance to other Owners or Residents. No dog shall enter the Common Area except while on a leash that is held by a person capable of controlling such dog.
- C. Owners shall prevent their pets from soiling or damaging any portion of the Common Area and shall be fully responsible for any monetary damages to the Common Area caused by their pet(s).
- D. Pet owners have the absolute duty and responsibility to pick up their pet's waste and dispose of it in a sanitary manner.
- E. Pet owners are liable to each and all remaining Owners, their families, guests, tenants, and invitees for the actions of any animal brought into or kept on the Association Property by the Owner or by members of his family, tenants or guests.
- F. Vaccinations, licenses, and permits shall be obtained as required by law.
- G. Dogs must be confined on private property. At all other times DOGS MUST BE ON A LEASH.
- H. Any dog running loose shall be subject to immediate seizure.
- I. Pets of any kind shall not be permitted to disturb the peace or create a nuisance or hazard.
- J. A pet owner may be required to remove from his or her Unit any animal that the Board, in its sole discretion, has determined to be dangerous.

7. VEHICLE & PARKING RESTRICTIONS

Residents desire to have parking spaces available for their guests, for their oversized vehicles, for families that have more than 2 vehicles, and on occasion for themselves.

OBJECTIVES:

- 1. Prevent non-residents and non-guests from using our parking spaces
- 2. Provide parking spaces for Guests and Resident Exempt Parking Permit holders.
- 3. Allow residents to park in Guest spaces at certain times, as defined below, when guest use is minimal, or when certain circumstances occur (just moved in, garage project).

To accommodate the above, Windham must have rules that are enforceable.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

SUMMARY:

First, we must stop non-residents and non-guests from parking at Windham.

To do this, every resident can request an Instant Guest Parking Permit # that must be displayed on any vehicle parked at Windham during the hours of 10pm to 6am.

Second, residents with oversized vehicles (those that won't fit in garage) and families with more than 2 vehicles may request a resident exemption parking permit **"PARKING PERMIT"** by completing a Resident Exemption Permit Parking Request Form (see Rule 7B). There may be other circumstances that the Board may consider.

Third, to allow residents to use parking spaces, the following applies:

Open time: Can use guest spaces between the hours of 6am-10pm as many times as desired.

Restricted: Between hours of 10pm-6am, may use Guest spaces **only 8 days in a calendar month,** with a valid Instant Guest Parking Permit # displayed on vehicle.

There are special conditions for new residents moving in (Rule D1) and for projects requiring garage space (Rule D3), and for overnight guests staying more than 8 days in a calendar month (Rule A4).

SPECIFIC RULES:

From 10pm to 6am, No vehicles may park in any parking space without a "Instant Guest Parking Permit #, or a "Resident Exemption Parking Permit."

Any vehicle in violation of the parking rules is subject to immediate tow without warning, at vehicle owner's expense. Towing a vehicle from the premises is in accordance with Vehicle Code section 22658A, regarding removal of vehicles from common interest development. The parking lot is regularly patrolled, and the patrol person coordinates towing when necessary. Additionally, Residents who frequently violate parking rules may be called to a Hearing before the Board of Directors, wherein fines may be imposed.

A. Overnight/Guest Parking:

- 1) Overnight/Guest parking is limited to eight (8) nights within a calendar month, during the restricted time (10pm - 6am).
- 2) An Instant Guest Parking Permit # is obtained by request on the Reliant Parking Resident application. Every resident will have access to this system. This number must be clearly visible to the parking patrol from the front of the vehicle.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

- 3) Vehicles displaying the Instant Guest Parking Permit # cannot park in a Resident Permit Parking Only space.
- 4) If a guest's stay exceeds the 8-day limit, the Resident may request an extension from Management, which will be subject to approval (see Temporary Parking section Rule 7D).

B. Resident Exemption Permit Parking:

- 1) Resident Exemption "Parking Permits" for oversized vehicles or for Residents who have more than two (2) registered vehicles must be approved by Management and/or the Board of Directors. There are limited number of Resident Exemption "Parking Permit" spaces available and they will be issued to qualified Residents on a first-come, first-serve basis. Only one (1) Resident Exemption "Parking Permit" will be issued per household. *(Please see Addendum A – Resident Exemption Permit Parking Request Form.)*

A. Using a garage as storage space or any other use other than parking a vehicle is not a valid reason for a Resident to receive a Resident Exemption Parking Permit. Vehicles with Resident Exemption "Parking Permits" must park in "Resident Parking Permit Only" spaces, which are evenly distributed throughout the parking area. They may not park in the Guest spaces.

- 2) Resident Exemption "Parking Permits" must be clearly visible to the parking patrol from the front of the vehicle.

C. Resident Use:

- 1) Residents may use the Guest spaces from 6am-10pm without a parking permit.
- 2) Residents can also use Guest spaces on a limited basis (8 nights in a calendar month) from 10pm-6am with a valid Instant Guest Parking Permit # displayed on vehicle.

D. Temporary Parking:

- 1) In consideration of new Windham Residents, new Residents may use **Guest** parking spots for up to 30 days after their move-in date, only if their garage is unavailable for parking due to the move-in process. New Residents are responsible for contacting Management to request a 30-day extension to the "Instant Guest Parking Permit".
- 2) The Permit # must be clearly visible to the parking patrol from the front of the vehicle.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

- 3) If there is a garage project requiring that the vehicles are out of the garage for an extended period, Residents may ask for an exception or park on World Trade Drive. Abuse of this privilege may subject the Resident/Owner to towing and/or disciplinary action.

F. Pool/Mailbox Parking:

- 1) Parking in front of the mailboxes is limited to twenty (20) minutes and should be utilized for mail pickup/drop off only.
- G. No Resident or guest vehicle shall be permitted to park in fire lanes, in front of sidewalks, alongside the buildings, or in front of garages. Any vehicles found in violation of the provision are subject to immediate tow without warning, at vehicle owner's expense.
- H. No dismantled or wrecked vehicle or equipment shall be parked, stored or deposited on any area of Windham that is visible to others.
- I. Recreational and oversized vehicles may not be parked on any area of Windham that is visible to others without express Board permission.
- J. No trailer, truck, boat, camper or recreational vehicle shall be used as a living area within the Association Property.
- K. Any vehicle parked in more than one space is subject to immediate tow without warning, at vehicle owner's expense.
- L. Vehicles must not cover or damage the landscaping in any way.
- M. Parking in front of garages for Residents is permitted for loading and unloading only (less than 30 minutes) when vehicle Owner is present. During darkness, the vehicle's hazard lights must be flashing.
- N. Abandonment or storage of vehicles is not permitted and may result in immediate towing without warning, at the vehicle owner's expense.
- O. As stated earlier, a vehicle in violation of these rules is subject to an immediate tow without warning, at vehicle owner's expense.

8. ARCHITECTURAL CONTROL

- A. No Owner has the right to alter, paint, decorate, remodel, landscape, or adorn any part of his/her balcony, patio, front porch area, or Association Common Area or to structurally alter his/her Living Unit without the written consent of the

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Windham Board of Directors. *(Please see Addendum B – Architectural Application.)*

- B. Any “For Sale” or “For Rent” signs must be placed WITHIN each Unit and must be of customary and reasonable size not to exceed 18”x24” and of a professional quality. If you do not have a window that is visible from the street, the Board will allow a sign to be affixed to the front of your garage door, if prior written approval is obtained from the Board of Directors.
- C. At no time shall a sign be placed within the Common Area of the project. Any sign placed within the Common Area shall be removed by Management, Board members or authorized committee members.
- D. No exterior radio, television, masts, transmitter tower, facility or other type of antenna, poles or flag poles may be constructed, installed or maintained within the Common Area (except Exclusive Use Common Area). Under no circumstances may the antenna components of a master antenna or satellite dish system be constructed, erected or otherwise placed on any portion of the Association property without approval of the Board. *(Please see Addendum C – Satellite Dish Policy.)*
- E. Exterior holiday decorations may be displayed no sooner than thirty (30) days before the date of the holiday and are to be removed no later than 30 days after the date of the holiday.
- F. No improvement in an Owner’s exclusive use areas (for example, a patio or plumbing components exclusively serving the Owner’s Unit) shall be allowed to fall into disrepair so as to adversely affect the Association property or any other Unit. *(Please see Addendum D – Water Intrusion, Mold or Fungi Infestation, Emergency Procedures, and Insurance Deductible Policy and Addendum E – Windham Maintenance List for maintenance responsibilities.)*
- G. Only curtains, drapes, shutters, or blinds may be installed as window covers. No aluminum foil, paint, newspaper or similar coverings shall be applied to the windows or doors of any dwelling. Window coverings must be installed within one-hundred twenty (120) days after the close of escrow.
- H. No Owner shall make any permanent improvements to a balcony, entry, patio, or similar area unless and until the Board of Directors approves the plans therefore. *(Please see Addendum B – Architectural Application.)*
- I. No Owner shall interfere with the surface or any subsurface drainage of his patio, entry, or balcony as originally established by the Association’s developer, and all improvements installed by an Owner shall provide for proper and adequate drainage as determined by the Board.
- J. Patio fences for Plans 3 and 4 are part of the Common Area and are NOT owned by individual Homeowners. They are inspected, maintained and painted periodically by the HOA and Management.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

- 1) There can be no permanent vines or foliage of any kind on the fences. Trellises may be used inside the fences for vines and plants.
- 2) The fences must remain clear and accessible at all times for maintenance. If the plantings spread out onto the fence, the owner will have to remove such plantings when maintenance is required.
- 3) Residents/Owners are responsible for any damage to the Common Area caused by plants or vines.

9. POOL/SPA RULES

- A. **THERE IS NO LIFEGUARD ON DUTY AT ANY TIME.** Children under the age of fourteen (14) shall not use the pool without a parent or adult guardian in attendance.
- B. At NO TIME may the pool gate be propped open.
- C. The pool and spa are for the exclusive use of the Residents, tenants, and invited guests. Tenants and guests must be advised of the pool rules by the Owner.
- D. Pool and Spa Hours:
 - 1) 7:00 am - 10:00 pm, Sunday through Thursday
 - 2) 7:00 am - 11:00 pm, Friday through Saturday
- E. Glass is not permitted in the pool area, only **NON-BREAKABLE** containers are allowed.
- F. No diving, running, pushing, horseplay, or profanity will be permitted.
- G. Pets are not permitted within the pool area.
- H. No bicycles, skateboards, skates, etc., are permitted in the pool area.
- I. No rocks, coins, marbles, or similar objects are permitted in the pool area.
- J. Lifesaving equipment is for emergency use only.
- K. Noise must be kept at an acceptable and courteous limit at all times, in consideration of your neighbors who live in the area surrounding the pool.
- L. Audio devices are only permitted with headphones/earbuds.
- M. Pool guests are limited to four (4) per household without prior Board approval; and the sponsoring Resident must be present in the pool area at all times.
 - 1) Approval must be obtained two (2) weeks in advance through Management for groups larger than four (4) guests. There is never exclusive use of the pool area. (Please see Addendum F – Pool Facilities Reservation Agreement.)

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

- 2) When a reservation permit is issued by Management, the Resident reserving the pool must be available just prior to the time reserved in order to do a walk-through of the pool area with either a Board member or a Pool Committee member. When the allotted time is over, that person will meet with the reserving party to make sure that everything is in order.
- N. The furniture in the pool area is to remain at all times in the fenced portion of the pool area. Do not place furniture in the water.
- O. For sanitary purposes, anyone who has a need to use an incontinence protective garment (such as a diaper or incontinence pad) must wear a special swim incontinence protective garment and/or rubber pants when using the pool.
- P. Cut-offs and clothing with loose fringe are not permitted in the pool.
- Q. To keep the area clean and neat, please remove all trash, cans, containers, etc. that you brought with you.
- R. Climbing pool/spa enclosure fences or tampering with enclosure gate locks is prohibited.
- S. When you are finished using the spa, please turn off the timer and replace the covers.

10. ENFORCEMENT OF RULES & REGULATIONS

- A. Report of violations of the Rules & Regulations or CC&Rs must be in writing (includes email messages) to Windham's Management Company and include:
 - 1) The name of the complainant,
 - 2) The name of the violating party,
 - 3) The violating Owner's Unit within Windham,
 - 4) The time and location of the incident or violation,
 - 5) The Rules & Regulations or CC&Rs violation, and
 - 6) A description of the conduct.
- B. Fine Schedule:
 - 1) The Minimum fines for first time violations of the Rules & Regulations or CC&Rs is \$100.00.
 - 2) A fine is subject to adjustment by the Board of Directors at the time of the hearing based on the findings.
 - 3) In addition to fines, the Association may levy a non-lien compliance assessment against any Owner for the purpose of reimbursing the Association for costs incurred in bringing such Owner and his

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

Condominium into compliance and for the purpose of reimbursing the Association for any damage to the Common Area or improvements located within the Common Area caused by such Owner or his invitees, licensees, or tenants. Additionally, an Owner's membership rights may be temporarily suspended pursuant to the terms of the governing documents.

- 4) Fines for continuing or repeated violations may be doubled or tripled at the discretion of the Board.
- 5) Leasing Violations Enforcement and Fine Schedule is discussed in a separate section below.

C. Notification of Violations; Hearings:

- 1) At the time a violation is noted or reported, a notice to correct the violation will be sent to the Owner. The notice will contain a description of the violation and instructions regarding response to the notice and correction of the violation.
- 2) In situations where the Board, in its sole discretion, determines that the alleged violation is sufficiently serious including, but not limited to, threats against person or property; dog bites; in progress unapproved architectural modifications; rental terms which do not meet the minimum requirements of governing documents; or outrageous conduct; the Board may proceed with calling an Owner to a hearing.
- 3) If an Owner is called to a hearing, whether it be from continued violations or directly from the circumstances above, the Board will examine the pertinent information and determine whether discipline will be imposed. The violating Owner will be invited to attend this hearing.
- 4) If the violation hearing results in a fine being levied on the violating Owner, the Management Company shall inform the Owner of the next scheduled Board meeting in the event the Owner wishes to appeal the decision.
- 5) The Board's decision shall be final. Notwithstanding the foregoing, the applicant may appeal the Board's discipline in writing to the Board. Such appeal should be submitted not more than thirty (30) days from the final decision. The Board shall render its decision within thirty (30) days following receipt of the written appeal. The failure of the Board to render a decision within the thirty (30) day period shall be deemed as a decision against the appellant.
- 6) Payment of a levied fine will be due within fifteen (15) days of notification of the Board's decision.

D. Enforcement:

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

- 1) The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and covenants, now or hereinafter imposed by the provisions of the Condominium documents and in such action shall be entitled to recover reasonable attorney fees and costs.
- 2) The fining process set forth shall not be the exclusive remedy to seek Homeowner compliance for a violation of the Associations' governing documents. Failure of the Association or any Owner to enforce any covenant, restriction, or Rule shall in no event be deemed a waiver of the right to do so thereafter.

E. Leasing Violations Enforcement and Fine Schedule

- 1) For any and all violations of the Association's restrictions on leasing for hotel or transient purposes, as set forth in Article VI, Section 6.2 of the Declaration and within these Rules, the following fines shall be levied:
 - First offense - \$200.00
 - Second offense - \$400.00
 - Third offence - \$600.00
 - Fourth and subsequent offenses - \$1,000.00 per violation
- 2) The above-stated monetary penalties shall be imposed per violation/offense and not per month that such violations occur.
- 3) Internet, print, and other types of advertisements for short-term leases or rentals within the Windham community shall be deemed proof of violation of the leasing restrictions.
- 4) It shall be the Owner's responsibility to provide the Board with the following proof that he or she is not in violation of the Association's CC&Rs:
 - A signed lease or rental agreement covering the period in question, and
 - A signed, notarized declaration from the tenant or tenants attesting to the authenticity and accuracy of that signed lease or rental agreement.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Addendum A

**WINDHAM AT CARMEL MOUNTAIN RANCH HOMEOWNERS ASSOCIATION
RESIDENT EXEMPTION PERMIT PARKING REQUEST FORM**

Owner Name _____ Owner Phone# _____

Owner Email _____

Unit Address _____

Tenant Information (if applicable)

Tenant Name _____ New Tenant: Y or N

Tenant Phone# _____ Tenant Email _____

Please list all vehicles for this Unit including: make, model, color, & license plate #:

Please list all licensed drivers for this Unit:

Please state the reason for requesting an exemption for your vehicle:

Please list length of time for which the exemption is requested:

Signature of Homeowner _____ Date _____

Date Approved

Date Denied

Signed, On Behalf of Board of Directors for Windham HOA

NOTE: All requests must be submitted with copies of valid registrations for all vehicles
registered to the property address.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Addendum B
ARCHITECTURAL APPLICATION

A Home and Landscape Improvement Application must be submitted to the Architectural Committee and/or Board of Directors prior to making any changes. Refer to your complete copy of the CC&Rs and Windham's Rules & Regulations for additional information.

Please indicate the following information, as applicable to your plans:

1. Location of residence on lot and the dimensions from lot lines.
2. Complete dimensions of proposed improvements to scale.
3. Measurements of improvements in relationship to home and lot lines.
4. Description of materials and color scheme.
5. Show affected elevations.
6. Plant inventory (color, type, size and location).
7. Photograph of affected elevations.
8. Detail any and all slopes adjacent to property.
9. Brochure of material to be used (i.e. picture of security door, satellite dish, etc.)
10. Applicant to retain copy of application form.
11. Attach one copy of drawings, along with application form, and mail/email/fax to management.

Windham at Carmel Mountain Ranch
c/o Walters Management
9665 Chesapeake Dr., Suite 300
San Diego, CA 92123-1364

Important: Please do not contract to have work performed prior to obtaining approval from the Architectural Committee and/or Board of Directors.

If you should have any questions, contact Walters Management and request to speak with the management team who works on behalf of Windham: 858-495-0900.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS



**SUB-ASSOCIATION
HOME AND LANDSCAPE
IMPROVEMENT APPLICATION**

MAIL TO: WALTERS MANAGEMENT
9665 CHESAPEAKE ROAD, SUITE 300
SAN DIEGO, CA 62123
PHONE: (858) 576-5529 FAX: (858) 495-0909

APPLICANT FILL OUT SECTIONS 1 & 2

SECTION 1

Homeowner: _____ Date: _____
Address: _____ Lot: _____
Subdivision Name: _____
Telephone # _____

☐ Original Application ☐ Modification to Original

Description of Improvement: _____

Starting Date: _____ Completion Date: _____

Notify Walters of Actual Date Completed

I have read & agreed to the Standard Specifications:
Signature: _____

(MAC USE ONLY)

**SECTION 3
ARCHITECTURAL REVIEW COMMITTEE**

- ☐ APPROVED AS SUBMITTED
☐ APPROVED SUBJECT TO CONDITIONS OUTLINED IN
MEMO
☐ DENIED

Date ARC Member

Date ARC Member

Date ARC Member

Date ARC Member

SECTION 2

NEIGHBOR NOTIFICATION

The intent is to advise your adjacent neighbors of your proposed improvements. The Master Architectural Committee (MAC) shall convene to discuss proposed improvements. Disagreement of a neighbor does not necessarily mean your request will be denied.

This section must be completed.

Name	Signature	Disagree/Agree	Phone
1. _____	_____	_____	_____
Address _____	_____	_____	_____
Comments _____	_____	_____	_____
2. _____	_____	_____	_____
Address _____	_____	_____	_____
Comments _____	_____	_____	_____
3. _____	_____	_____	_____
Address _____	_____	_____	_____
Comments _____	_____	_____	_____
4. _____	_____	_____	_____
Address _____	_____	_____	_____
Comments _____	_____	_____	_____

(CMR INSPECTOR USE ONLY)

**SECTION 4
FINAL INSPECTION**

Inspected By: _____
Date: _____

Work "IS/IS NOT" in compliance with approved plan.

Re-Inspected By: _____
Date: _____

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Addendum C
**POLICY REGARDING SATELLITE DISH INSTALLATION
AND MAINTENANCE**

1. Satellite dishes of one (1) meter or less in diameter, and other communication-receiving antennae or devices covered by the Federal Telecommunications Over-the-Air Reception Devices (OTARD) Rule of November 1998 (the "Rule") (collectively referred to in this policy as "qualified satellite receiver"), may be installed on the Owner's Exclusive Use Area as provided in this policy. Satellite dishes larger than one (1) meter in diameter, and any other antennae not covered by the Rule, are prohibited as provided in the Association's governing documents.
2. Application to the Board of Directors or Architectural Committee shall be required prior to installing a satellite receiver.
3. No fee payable to the Association shall be required prior to installation of a qualified satellite receiver.
4. An Owner may install a qualified satellite receiver on such location on the Owner's Exclusive Use Area as Owner shall determine is appropriate for the signal strength desired. If more than one location on the Exclusive Use Area will provide the requisite signal strength, Owner is requested to voluntarily place his or her qualified satellite receiver in such location as will minimize the visual effect of the equipment on the Common Areas and other Residents.
5. Owner shall keep the qualified satellite receiver in good repair and maintenance and not permit it to become unsightly, in accordance with the maintenance requirement of the Association's governing documents.
6. Qualified satellite receivers may not be installed on any part of the Association Common Areas except for the Owner's Exclusive Use Areas appurtenant to Owner's separate interest, if any.
7. Owner shall indemnify and hold harmless the Association, and its agents, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost, including attorneys' fees and court costs, resulting from or arising out of Owner's installation, maintenance, or use of the qualified satellite receiver, to the extent that Owner's negligence in installation, maintenance, and/or use of the qualified satellite receiver caused or resulted in the loss, claim, damage, injury, judgment, or cost, including attorneys' fees and court costs being indemnified.
8. Nothing in this policy is intended to unreasonably increase the Owner's cost of installing a satellite receiver, unreasonably delay the installation, or unreasonably decrease the reception of the signals received. Should any Owner believe that anything in this policy does unreasonably affect the cost, delay installation, or decreases signal strength, the Owner is encouraged to contact the Board or Architectural Committee to discuss and resolve the matter.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

9. Nothing in this policy is to be interpreted as being in contravention of the Rule regarding the installation, maintenance, and use of satellite dishes. Should any portion of this policy be interpreted as contravening the Rule, that section or sections shall be considered immediately modified to conform to the Rule. Should it be impossible to so modify the section or sections, that section or sections shall be deemed severable from the remainder of the policy and shall be of no force and effect whatsoever.
10. Prior to, or simultaneously with, the installation of the qualified satellite receiver, the Owner of the Unit shall execute a copy of this policy and provide the signed copy to the Board of Directors.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Addendum D

**WINDHAM AT CARMEL MOUNTAIN RANCH ASSOCIATION
WATER INTRUSION, MOLD OR FUNGI INFESTATION, EMERGENCY
PROCEDURES, AND INSURANCE DEDUCTIBLE POLICY**

(Effective _____, 2018)

I) Introduction.

One of the benefits of condominium living is that the condominium association maintains certain components on the Owners' behalf. For example, the Windham at Carmel Mountain Ranch Association ("Association") maintains common area landscaping and amenities, including the pool and recreation facilities. One common and sometimes confusing matter that challenges Boards and homeowners alike, is the issue of water intrusion and leaks. Specifically, how to address water intrusions and who is responsible to remediate, repair and pay for water damage.

All water intrusions constitute an emergency. All water intrusions must be quickly stopped and the Units dried out because the extent of the damage, as well as the ultimate cost of repair, largely depends upon the speed with which the problem is initially addressed and corrected. (Even a few hours can greatly impact the extent of any damage and the repair costs.) Therefore, as an Owner, it is important for you to be aware of and understand the Association's policies related to water intrusions and mold and/or fungi damage, as well as your responsibilities in this area.

This Water Intrusion, Mold or Fungi Infestation, Emergency Procedures, and Insurance Deductible Policy ("Policy") is designed to protect the financial interests of all Owners and the Association. This Policy is the guide on how and what to do to address water intrusions and mold infestations as they arise within one or more of the Units and/or Common Area. Because individual Unit Owners can and will be held financially responsible for some or all of the costs involved in remediating and/or restoring affected Unit(s) and Common Area under the circumstances described below, **all Unit Owners and Residents are strongly advised to read this Policy and to purchase and maintain adequate levels of liability and property damage insurance to protect their Unit and themselves. The Association's governing documents do not require the Association to insure your personal property. As described in this Policy, you might be financially responsible to remediate, restore, repair and replace your Unit even if the leak is not your fault. Failure to carry adequate insurance could cost you thousands of dollars. Be proactive and prepared!**

The Association recommends that every Owner take the Association's master insurance policy to their insurance carrier when obtaining homeowner's insurance, which will assist the insurance agent to account for any gaps in coverage.

II) Plumbing Maintenance and Repair Responsibility.

The Declaration of Restrictions for Windham at Carmel Mountain Ranch ("Declaration") provides that the Association is responsible for the maintenance and repair of Common Area and the **Owners are responsible for the maintenance and repair of their Unit, including the maintenance and repair of plumbing, electrical and heating systems servicing the Unit.**

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

III) What is Water Intrusion? What Should I Look For? How to Help Prevent It.

Water intrusion is an emergency that occurs when water or moisture enters the Common Area or your Unit, either through a pipe break or leak, slab leak, sewer line back-up, flooding from outside of the building, inadequate ventilation of a Unit or other source.¹ Signs of a potential water intrusion could include one or more of the following: you hear water trickling continually behind your wall, a floor that is hot to the touch in one concentrated area, yellowing or buckling of your roof, ceiling, or floor, or bubbling paint, among many other indications.

To help limit any water intrusion problems, Owners are expected to proactively perform (i) regular inspections of all Unit components (e.g., check for moisture at walls, windows, under sinks, around showers), and (ii) regular inspections and maintenance on all interior plumbing lines, plumbing fixtures (e.g., sinks, toilets, showers) and appliances so that they minimize the possibility of long term, undetected leaks and/or a failure. Where available, Owners and tenants are also expected to regularly open windows and/or use exhaust fans to help keep their Units well-ventilated to reduce moisture and the potential for mold growth. *Please remember, the Association is only responsible for repairing leaks in Common Area pipes which service more than one Unit, and Unit Owners are responsible for repairing leaks in pipes within their Unit and those that exclusively serve their Units.*

IV) What to do When You See Water Intrusion or Mold/Fungi.

Regardless of the location or cause, and immediately upon discovery, all Owners and Residents should immediately contact management to report the issue. The 24-hour emergency number is: (858) 495-0900.²

Owners and tenants are required to promptly repair all leaks in their Units.

Failure to proactively perform regular inspections within the Unit, make timely repairs in the Unit and/or to immediately report water intrusion or mold growth may result in the Owner being held financially responsible for some or all of the costs incurred to correct the problem and restore the Unit to its prior condition, as well as the costs incurred to repair any impacted adjoining Units and/or Common Area. Any Owner who fails to inspect, perform preventative maintenance, allow Association timely access to inspect and remediate, or timely fix or report water or mold related problems to the Association shall be deemed negligent.

A. When the Damage Originates from Common Area.

- i. Resident(s) must call management immediately.

¹ Not all incidents of water intrusion may be covered by insurance – for example, flooding – so be sure to do all you can to prevent whatever water intrusion you can by knowing the signs to catch an intrusion early and help minimize damage for all.

² As of the Effective Date of this Policy.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

- ii. The Association will contact its plumber. If the leak is confirmed to be from a Common Area pipe which services more than one Unit, the Association's plumber will repair the water leak, at its cost.
- iii. The Association will dry out the affected Common Areas and remediate any mold in the Common Areas to the extent necessary to obtain necessary clearances by qualified professionals when the mold can be attributed to the Common Area source, at its cost. The Association will also test for, remediate and obtain clearances for any asbestos in the damaged Common Area.
- iv. Owners shall be responsible to repair any interior Unit damage. It is recommended that the Owners notify their insurance carriers of the damage/claim in a timely manner if necessary.

B. When the Damage Originates from Another Unit.

- i. Resident(s) should call management immediately.
- ii. The Association's plumber will investigate and take steps to ensure that water will not spread to Common Areas or other Units as appropriate. All potentially responsible parties will be notified. The responsible Owner must immediately repair the water leak. The affected Owners shall be responsible for repairing their Units. It is recommended that the Owners notify their insurance carriers in a timely manner if necessary.
- iii. If a current leak appears to be coming from another Unit, and the Resident of that Unit is not home or the Owner cannot be immediately reached by phone or email, the Association may use a locksmith to gain entry into the Unit to stop the leak. (Declaration, Article XII.)
- iv. The Association will dry out and repair the Common Area. The Association is not responsible to repair the Owner's leak, dry out the Unit(s), or repair the Unit(s). However, because of the potential for excessive damage if the situation is not immediately addressed by all affected Unit Owners, the Association is prepared to act as outlined in this section.
- v. If a Unit Owner or his/her insurance carrier do not immediately accept responsibility for a water leak or moisture intrusion, the Association will enter the affected Unit(s), repair the leak, extract any water; dry out the Unit(s); remove damaged drywall; and remove cabinets, floor coverings, baseboards, appliances and other fixtures, and drywall as necessary to access any water and/or mold in the Common Area. The Association will also test for mold and asbestos and remediate any mold and/or asbestos from the Common Areas. Necessary clearances by qualified professionals will be obtained. The Association will not remediate mold in a Unit that did not originate from the leak.
- vi. If an Owner fails to timely reimburse the Association for any costs it incurs in bringing said Owner or his or her Unit into compliance with the Declaration, the Association may impose a non-lien compliance assessment against that Owner to recover these costs, after noticed hearing.³ Regardless of whether a Unit is the source of the leak or is merely damaged by a leak in an adjacent Unit, the Association does not guarantee or warranty the condition of the removed items or whether these items can be reinstalled

³ Article IV, Section 4.5 of the Declaration.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

or reused or whether they will have to be replaced. Nor will the Association be responsible for any damage to these items. The risk of loss or damage to these items shall remain with the Owner. (As stated above, Owners are encouraged to purchase their own insurance coverage to protect themselves against damage to these items.)

- vii. If an Owner fails to contact management and attempts to repair the damage without Association input, and Common Area is damaged as a result, the Owner will be held responsible.

C. When the Damage Originates from a Unit and Is Suspected to Only Affect that Unit.

- i. Resident(s) should call management immediately. Even though an Owner may suspect the damage only affects his or her Unit, most Owners are unaware where their Unit ends and Common Area begins. By contacting the Association's management the Association can arrange to inspect whether Common Area was damaged. If Common Area is damaged, the Association needs to be involved to ensure it is repaired up to the Association's standards.
- ii. The Association's plumber will investigate and take steps to ensure that water will not spread to Common Areas or other Units as appropriate. The affected Owners shall be responsible for repairing the leak and repairing the Unit. It is recommended that the Owner notify his/her insurance carrier in a timely manner if necessary.
- iii. If the responsible Owner or his/her insurance carrier do not immediately accept responsibility for such damage, the Association will initially pay to repair the water leak.
- iv. If Common Area is affected, the Association will initially pay to perform the dry out of the Common Areas and affected Unit(s) and to remove cabinets, floor coverings, baseboards, appliances and other fixtures and drywall as necessary to access the water and/or mold in the Common Area.
- v. If an Owner fails to timely reimburse the Association for any costs it incurs in bringing said Owner or his or her Unit into compliance with the Declaration, the Association may impose a non-lien compliance assessment against that Owner to recover these costs, after noticed hearing.⁴
- vi. If an Owner fails to contact management and attempts to repair the damage without Association input, and Common Area is damaged as a result, the Owner will be held responsible.

D. Requests for Investigations.

Service calls to the Association for investigations of potential water intrusion/plumbing emergencies that do not result in property damage will not be billed to the reporting Unit Owner. The Board believes it is better for an Owner to be proactive and notify the Association of a potential issue than to wait for the issue to actually occur. Do not allow the fear of cost to deter you from contacting management or the Board immediately if you suspect water intrusion.

⁴ Article IV, Section 4.5 of the Declaration.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

V) Information Applicable in All Water Intrusion Scenarios:

Responsibility for Work: When responsibility is uncertain, the Association will begin the work and will advise the Owner(s) within a reasonable time if and when the Association believes one or more of these Owners may have full or partial financial responsibility. Owners are expected to fully cooperate with the Association in resolving a problem. The Owner may be required to remove certain fixtures, cabinets, appliances, personal property, and/or other components before the Association begins work or may require the Owner to release and absolve the Association from any liability or responsibility for these items should the Association remove them in order to remediate mold in the Common Areas or to repair the components causing the water intrusion.

Duty to Promptly Report and Allow Reasonable Access: If an Owner or Resident fails to timely report water intrusion or mold or fails to allow timely and reasonable access to the Association for the purposes of remediation or repair, the Owner may be held financially responsible for all or part of the cost of remediation and repair costs, after noticed hearing.

Personal Property: The Association will not clean or replace any of the Owner/Resident's personal property. The Owner/Resident is solely responsible for cleaning or replacing any damaged furniture, clothing or other personal property within his/her Unit regardless of the person or entity responsible for the initial water intrusion.

The Owner is responsible for cleaning any personal property stored outside of his/her Unit before it is returned to the Unit. Personal property that has not been properly cleaned may contain mold spores that will reintroduce mold back into the Unit. If such reintroduction occurs, the Owner will be solely responsible for any and all additional remediation and restoration costs.

Utility Costs: The Owner will be responsible for the Unit's utility costs even if the contractor undertaking the remediation and restoration work uses these utilities.

Mold Clearance: Every Unit where mold is found must be "cleared" at the completion of the remediation process. This clearance will be performed by a qualified industrial hygienist who must certify that any remaining mold levels are within acceptable levels. Restoration of the Unit can only begin once this clearance has occurred.

Remaining in Unit During Work: It is the decision of the Owner/Resident whether to remain in the Unit during the remediation and restoration work. The Association recommends that all Residents relocate during the remediation and reconstruction process. Anyone contemplating remaining in the Unit during this time period should consult with their personal physician before making a final decision. Any Resident that chooses to remain in the Unit does so at their own risk and the Association shall not be held liable for this decision.

Temporary Relocation Costs: The Association is not responsible for any relocation costs during the remediation and/or restoration period. (Civil Code section 4775(b).) If the Unit is occupied by a tenant, the landlord and tenant must resolve any issues associated with relocation between themselves. The Association does not assume any responsibility for the landlord's lost rent, temporary relocation costs, and/or loss of use, if any. (Civil Code section 4775(b).) The Owner

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

will be held ultimately responsible for any increased or unmitigated damage as a result of delay caused by the Owner or Owner's occupants in allowing the Association to perform work.

The Association will not act as the representative for the Owner/Resident on the issue of cost recovery.

Please note, an Owner's failure to regularly inspect, maintain and repair the plumbing lines, valves, fixtures and appliances in his/her Unit may constitute negligence by that Unit Owner, and may make that Unit Owner financially liable for any and all damage to the Common Areas and/or other Units caused by that negligence.

WINDHAM AT CARMEL MOUNTAIN RANCH ASSOCIATION INSURANCE DEDUCTIBLE POLICY (Effective _____, 2018)

This Insurance Deductible Policy is to establish a procedure for determining who is responsible for covering the deductible when the Association's master insurance policy covers a property damage claim.

Every Owner is strongly advised to purchase property insurance that will cover or pay the master policy insurance deductible in those circumstances where the Owner is totally or partially responsible for the deductible as described below. Not every insurance policy provides this coverage, so choose carefully. NOTE: if an Owner does not buy a personal property policy to cover the portion of a loss for which the Owner is responsible, the Owner cannot look to the Association to pay for what the Owner declined to insure against. It is very important for your financial security that you purchase adequate insurance to protect yourself. On the Effective Date of this Policy, the Association's insurance deductible is \$10,000.00. Under this Policy, you could be responsible for some or all of the \$10,000.00 deductible, even if you are found faultless.

1. These policies will be applied by the Association without regard to any fault or liability one party may have to another, in accordance with Section 9.3 of the Declaration. If there is such liability, it will be up to the parties to address that liability through appropriate legal remedies. If the damage or loss is due to the act or omission of any Owner, or of a Resident, guest, tenant, employee, agent, contractor, or invitee of an Owner, the party who was damaged by such act or omission shall have the option of seeking recovery of any portion of the deductible that party was forced to pay from the Owner and/or other responsible party responsible for the loss.
2. The responsibility for the payment of any deductible shall be apportioned among the affected parties (including the Association) as determined by the Board of Directors on the basis of the ratio of each party's insured loss to the total insured loss under the policy. An example of this apportionment can be found below. If an Owner or Owners is/are deemed responsible for the payment of the insurance deductible, the Board of Directors shall be entitled to delay execution of a contract for the repairs until the deductible has been paid by the Owner or Owners.

**WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS**

EXAMPLE: Water damage affects Owners A and B and the Common Area. The total amount of damage is \$30,000. The Association's deductible is \$10,000.

OWNER	AMOUNT OF LOSS	RATIO OF LOSS	DEDUCTIBLE APPORTIONMENT
Owner A	\$15,000	$\$15,000/\$30,000 = 50\%$	$50\% \times \$10,000 = \$5,000$
Owner B	\$10,000	$\$10,000/\$30,000 = 33.3\%$	$33.3\% \times \$10,000 = \$3,333$
Association Common Area	\$5,000	$\$5,000/\$30,000 = 16.7\%$	$16.7\% \times \$10,000 = \$1,667$

3. If the insured portion of a loss involves damage to only one Unit, the Unit Owner will pay the full deductible. If only Common Area is damaged, the Association will pay the full deductible.
4. The Association will apportion the insurance proceeds from the insured portion of a loss among the affected Owners on an equitable basis as follows. Each Owner will be entitled to benefit from the insurance proceeds at the ratio his or her portion of the insured loss bears to the total insured portion of the loss. Any portion not covered by insurance, including the applicable portion of the deductible, will be the responsibility of the Unit Owner.
5. Nothing in this policy obligates the Association to purchase coverage in excess of that required under the governing documents. The master policy may not provide any coverage at all for Owner property.

This policy was adopted by resolution of the Board on _____, 2018.

Secretary

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

Addendum E WINDHAM AT CARMEL MOUNTAIN RANCH MAINTENANCE LIST

As a convenience and reference tool for our members, we have prepared a list of the items within the Community, the maintenance, repair and replacement duty for which Owners and the Association are responsible in accordance with Sections 1.17, 1.29, 6.13, 6.18, 7.1, 7.2 and 7.5 of the Declaration and the Condominium Plan. This does not eliminate the Owner's responsibility to request and receive architectural approval pursuant to the governing documents or supersede the Owner's obligations under any other provision in the Governing Documents. In the event of any conflict between this document and the Declaration or Condominium Plan, the Condominium Plan shall control over the Declaration and the Declaration controls over this Maintenance List.

COMPONENT(S)	OWNER	ASSOC	CC&R CITATION
Air Conditioning System - Each Unit	X		§7.1(c)
Appliances - Built-in	X		§7.1(b)
Appliances - Free Standing	X		§7.1(b)
Bathtub Waste and Overflow	X		§§7.1(b) & 7.1(c)
Cabinets - in Units	X		§7.1(b)
Carpeting - in Units	X		§7.1(b)
Garage/Driveway/Parking Space - Concrete and Asphalt Surfaces		X	§7.3
Caulking - Exterior		X	§7.3
Caulking - Interior	X		§7.1(b)
Ceilings (Unfinished)		X	§7.3
Common Area Damage (Damage Caused by Individual)	X		§§6.12 & 7.3
Common Area Improvements		X	§7.3
Crawl Spaces in Attic		X	§7.3
Doorbell - Exterior Components/Button Switch	X		§7.1(c)
Doorbell - Interior Components; Wiring	X		§7.1(c)
Doors - Entry - Frame & Door	X		§§7.1(a) & 7.1(c)
Doors - Entry - Locks and Hardware	X		§7.1(a) & 7.1(c)
Doors - Entry - Painting - Exterior Surface		X	§7.3
Doors - Entry - Painting - Interior Surface	X		§7.1(a)
Doors - Entry - Weather Stripping/Waterproofing	X		§§7.1(a) & 7.1(c)
Doors - Interior	X		§7.1(a)
Doors, Screen/Storm/Security	X		§7.1(a)
Doors, Sliding Glass	X		§7.1(a)

**WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS**

COMPONENT(S)	OWNER	ASSOC	CC&R CITATION
Doors, Sliding Glass - Frame and Tracks	X		§7.1(a)
Doors, Sliding Glass - Screen	X		§7.1(a)
Drainage Systems Installed by Developer (e.g., ditches, catch basins)		X	§7.3
Drains - Bathtubs, Showers, Sinks	X		§7.1(b)
Drains - Curb (within Common Area)		X	§7.3
Drains - Exclusive Use Patios/Yards	X		§7.1(e)
Dryer Vents - Cleaning	X		§7.1(c)
Dryer Vents - Repair	X		§7.1(c)
Drywall - Damage Repairs (e.g., cosmetic cracks, holes, etc.)	X		§7.1(b)
Drywall - Interior - Minor/Negligent Damage	X		§§7.1(b) & 6.12
Drywall - Interior - Major Non-Negligent Structural Damage		X	§7.3
Electrical Panel/Circuit Breakers/Interior	X		§7.1(c)
Electrical Switches, Sockets, Wall Plates - Interior	X		§7.1(c)
Electrical Wiring - Interior	X		§7.1(c)
Exhaust Fans	X		§7.1(c)
Exterior Building Surfaces		X	§7.3
Exterior Faucets, Handles, Washers	X		§7.1(d)
Exterior Lighting Fixtures (Common Area)		X	§7.3
Fences - Wrought Iron Fence or Wall Between Yard and Common Area		X	§7.3
Fences/Walls - Between Adjacent Individual Yards/Patios (one-half each owner)	X		§§7.1(f) & 7.1(g)
Fireplace - Chimney - Exterior and Spark Arrestor		X	§7.3
Fireplace - Chimney Flue	X		§§7.1(b) & 7.1(c)
Fireplace - Chimney - Interior - Cleaning	X		§§7.1(b), 7.1(c) & 7.1(d)
Fireplace - Fire Brick (fire box - ceramic brick walls of fireplace)	X		§§1.17 & 7.1(b)
Fireplace - Mantlepiece, Trim and Facing	X		§7.1(b)
Floor		X	§7.3
Floor Coverings - Carpet, Vinyl, Tile and Wood	X		§7.1(b)
Front Entry Landings		X	§7.3
Furnace - Unit Systems	X		§7.1(c)
Garage Door Openers	X		§7.1(c)
Garage Door Painting (unless due to repair/replacement of door)		X	§7.3
Garage Doors - Repair/Replacement	X		§7.1(c)

**WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS**

COMPONENT(S)	OWNER	ASSOC	CC&R CITATION
Garbage Disposal	X		§§7.1(b) & 7.1(c)
Gas Lines - Serving One Unit	X		§7.1(c)
Gas Lines - Serving More Than One Unit		X	§7.3
Glass - Recreation Area		X	§7.3
Glass - Unit Windows/Doors	X		§7.1(a)
Gutters & Downspouts		X	§7.3
Hose Bibs	X		§7.1(f)
Insulation		X	§7.3
Landscaping - Balconies	X		§7.1(d)
Landscaping - Common Area; Greenbelt		X	§7.3
Landscaping - Patios/Backyards	X		§7.1(e)
Lighting Fixtures - Common Areas		X	§7.3
Lighting Fixtures - Inside Units	X		§7.1(b)
Lighting Fixtures - Outside - Front	X		§7.1(c)
Lighting Fixtures - Outside - Patio	X		§7.1(c)
Linoleum & Vinyl Flooring - Inside Units	X		§7.1(b)
Painting - Interior	X		§7.1(b)
Patio/Balcony Deck Membranes/Waterproofing		X	§7.3
Patio/Balcony Deck Railings - Painting (Inside/Outside Surfaces)		X	§7.3
Patio/Balcony Deck Railings - Replacement		X	§7.3
Patio/Balcony Painting		X	§7.3
Patio/Balcony Sweeping	X		§7.1(d)
Plumbing Fixtures - Interior (Toilets/Tubs/Sinks/Faucets, etc.)	X		§7.1(c)
Plumbing Lines - Inside Unit, or other non- Common Area Locations	X		§7.1(c)
Plumbing Lines - located within Common Area floors, walls or ceilings, or in other Common Areas (original construction only not improvements/betterments)		X	§7.3
Pool, Pool Building, Jacuzzi, Equipment		X	§7.3
Pressure Regulators	X		§7.1(c)
Roof Decking		X	§7.3
Roof Flashing & Other Roofing Components		X	§7.3
Roof Shingles/Tiles		X	§7.3
Roof Underlayment		X	§7.3
Roof Vents		X	§7.3
Sewer Backups	X		§7.1(c)
Sewer Lines - Common Use		X	§7.3
Sewer Lines - Single Use	X		§7.1(c)

**WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS**

COMPONENT(S)	OWNER	ASSOC	CC&R CITATION
Sidewalks - Common Areas		X	§7.3
Slab		X	§7.3
Sliding Patio Door Flashing/Waterproofing	X		§7.1(a)
Sliding Patio Door Frames & Tracks	X		§7.1(a)
Sliding Patio Door Hardware	X		§7.1(a)
Sliding Patio Doors	X		§7.1(a)
Spraying for Household Pests (Ants, Fleas, etc.)	X		§7.1(d)
Spraying for Non-Common Area Pests	X		§7.1(d)
Spraying or Treatment for Common Area Pests (including wood destroying pests)		X	§7.5
Streets		X	§7.3
Stucco Painting/Coloring		X	§7.3
Stucco Repair & Replacement		X	§7.3
Toilet - Wax Ring	X		§7.1(b)
Trim - Wood - Exterior - Maintenance & Replacement		X	§7.3
Trim - Wood - Exterior - Painting		X	§7.3
Walls - Bearing, Studs, Frames, Tiedowns, Other Structural Items		X	§7.3
Walls - Non-bearing	X		§7.1(b)
Wallpaper/Paneling	X		§7.1(b)
Water Heater - Common Area		X	§7.3
Water Heater - Individual	X		§7.1(c)
Water Softeners	X		§7.1(c)
Window and Slider Screens	X		§7.1(a)
Window Flashing/Waterproofing (exterior)		X	§7.3
Window Frames	X		§7.1(a)
Window Hardware	X		§7.1(a)
Wiring - Cable TV	X		§7.1(c)
Wiring - Electrical - From Breaker to Interior	X		§7.1(c)
Wiring - Electrical - From Outside to Breaker in Unit		X	§7.3
Wiring - Telephone	X		§7.1(c)

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Addendum F
**WINDHAM AT CARMEL MOUNTAIN RANCH
POOL FACILITIES RESERVATION AGREEMENT**

NAME: _____ EMAIL: _____

ADDRESS: _____

DATE OF RESERVATION: _____ HOURS: _____

TELEPHONE: (Home) _____ (Work) _____

RESERVATIONS NOT GUARANTEED UNTIL AGREEMENT AND DEPOSIT IS RECEIVED BY THE MANAGEMENT COMPANY.

WINDHAM POOL FACILITIES AREA AVAILABLE FOR USE BETWEEN THE HOURS OF 11:00 A.M. AND 7:00 P.M. (4-HOUR LIMIT) BY OWNERS AND RESIDENTS UNDER THE FOLLOWING TERMS AND CONDITIONS WHICH THE OWNER/RESIDENT AGREES TO:

1. Reservations will be on a first-come basis. Under no circumstances will reservations be taken more than one (1) month in advance unless special arrangements are made with the Management Company.
2. If requested, I agree to meet with the Community Association Manager or Pool Chairman prior to event and after the event to inspect the pool facilities and equipment.
3. I agree that I have reserved the pool and common area facilities and accept full responsibility for its proper use and all damage related to my event.
4. I agree to be in attendance throughout the time the facilities are in use.
5. I agree to clean up the pool area, picnic areas, and the gas grills following my event. I will remove all trash and not place trash in the swimming pool trash containers or I will forfeit my \$50.00 security deposit.
6. I agree to the hours of the facility use that are to be strictly observed. My request for use will be no longer than four (4) hours from _____ to _____.
7. I agree that the number of guests shall not exceed 25 people during my use and the posted pool/spa occupancy will be observed.
8. I agree to remove all food and beverages from the pool and picnic area and clean grills after use. All furniture will be put back in place and any furniture damaged through my use will be replaced at my expense.
9. I agree that the pool facilities shall be used in such a manner as not to disturb nearby Residents and guests using the swimming pool. Obnoxious, loud, or boisterous noise

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

or behavior is not permitted. Radios, tape players, or compact discs are only permitted with headphones/earbuds. (Rules & Regulations - 9. Pool/Spa Rules)

10. I understand that pets are not permitted in the pool or picnic area and agree to follow the pool requirements. (Rules & Regulations - 6. Pet Rules & 9. Pool/Spa Rules)

11. No glass containers or bottles are permitted in the pool/spa area.

12. I agree that all children under the age of 14 shall not use the pool without a parent or adult guardian in attendance. I understand that no paper or cloth incontinence pads or diapers can be used in the pool, and that proper swimwear must be worn at all times. I will be fully responsible for the actions of my guests and will not hold the Association responsible for any accidents or injuries sustained during my event.

13. A \$50.00 SECURITY DEPOSIT MUST BE RECEIVED AT THE TIME THE RESERVATION IS MADE.

14. THE SECURITY DEPOSIT WILL BE RETURNED IF ALL IS FOUND TO BE IN ORDER AFTER YOUR FUNCTION AND FACILITIES INVENTORY IS COMPLETED. (DEPOSIT WILL BE REFUNDED WITHIN 30 DAYS).

15. I understand that I **CANNOT** exclude other Residents and their guests from using the pool and/or the barbecue area during my event.

I UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH ABOVE AND SHOULD I FAIL TO COMPLY WITH SAME, PARTICULARLY, BUT NOT LIMITED TO, THE REQUIREMENTS FOR LEAVING THE FACILITY IN THE CONDITION IT WAS BEFORE MY USE, LOUD NOISE, OR HOURS OF RESERVATION, I WILL FORFEIT ALL OR PART OF MY SECURITY DEPOSIT.

PLEASE RETURN one signed copy of the agreement to The Walters Management Company:

Windham at Carmel Mountain Ranch
c/o Walters Management
9665 Chesapeake Dr., Suite 300
San Diego, CA 92123-1364

After signed Agreement and deposits are received, date requested will be checked for availability, and then confirmed.

BE SURE TO ENCLOSE THE SECURITY DEPOSIT. MAKE CHECKS PAYABLE TO WINDHAM AT CARMEL MOUNTAIN RANCH.

Date

Signature (Homeowner/Resident)

APPROVAL: _____

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

Addendum G

MEMBERSHIP GUIDE TO BOARD OF DIRECTORS MEETING

WELCOME TO WINDHAM HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS MEETING. The following information is provided to assist you in understanding how business is conducted by the Windham Homeowners Association Board of Directors. The Board appreciates your interest and encourages your participation and interest in your Association.

YOUR BOARD OF DIRECTORS

The Windham Homeowners Association Board of Directors is composed of five members who are elected by the membership at the Annual meeting each year. The elected Board of Directors set policy and direction for the Association, selects and removes the Property Manager, and prescribes his/her powers and duties. The Board establishes a budget, makes major spending decisions, and selects or removes members of the committees it establishes. The Board also sets rules and regulations to implement the CC&R's and By-laws and establishes short-, mid-, and long-range goals for the Association.

The Board is elected on a rotating basis. Each even year, three seats are up for election and, in odd numbered years, two seats are up for election. The President and other officers of the Board are elected by the Board members immediately after the annual election.

Members of the Board of Directors are elected by the Homeowners and they serve on a volunteer basis for the benefit of all homeowners. Terms of office are for two years and Board members are elected at the annual meeting by majority vote of the Homeowners. If a vacancy occurs on the Board of Directors, a new member will be selected by the Board of Directors from Homeowners who have expressed an interest in serving on the Board to fill the unexpired term. If there are more candidates who express interest than there are vacancies, the Board will fill the position by having each Board member make their selection for their chosen candidate and the entries will be counted by the Management Company and the person with the majority of the votes will be selected.

The Board of Directors holds regular business meetings to operate the Association. The membership is invited to attend these meetings, which are held on the Third Wednesday of each month at 6:15 p.m. at The Jefferson Apartments (11832 Stoney Peak Dr., San Diego, CA 92128). The Board may change the date and time of these meetings, if necessary. The Association will notify the membership of all meetings pursuant to Civil Code §4900 et seq.

The Windham Homeowners Association Board of Directors is a non-profit mutual benefit corporation, operating under the California *Civil and Corporations Codes* and the Association's governing documents, i.e., Declaration of Restrictions, By-laws and Articles of Incorporation, Rules & Regulations, and related policies. The Association operates with a Board/Manager form of management, whereby the Board of Directors selects the Property Manager to be responsible for the daily operations of the Association.

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

During the Board meeting, the Board of Directors reviews agenda items that have been prepared by the Board, staff and/or committees for consideration. The Property Manager and committee chairpersons attend Board meetings to respond to questions on agenda items relating to specific areas. All business meetings, except executive sessions, are open to the membership as directed by the California *Civil Code*.

The Windham Homeowners Association Board of Directors' meetings follow a regular order of business. This order of business is outlined by the meeting agenda, which may be viewed/obtained at the Board meeting or reviewed at the Management office four days before the scheduled meeting. Items submitted for possible inclusion on the agenda must be received at the Association office by 3:00p.m. the Monday *one week prior* to the scheduled meeting. Board members review their agenda, packages, and related Board/staff/committee reports prior to Board meetings, so that they are well versed on each item prior to the meeting.

ACTIONS OF THE BOARD OF DIRECTORS

Official actions of the Board of Directors may take the form of resolutions, motions or referrals. A quorum of three members of the Board of Directors is needed to conduct Association business.

A resolution expresses a policy of the Board of Directors and may be adopted after one reading and become effective immediately. It can only be changed by a subsequent resolution.

A motion is used to indicate the position or details of procedural action.

A referral is used to send a pending question to staff and/or committees so that the question can be carefully investigated and put into better condition for the Board of Directors to consider.

THE ORDER OF BUSINESS

The Windham Homeowners Association Board of Directors follows Robert's Rules of Orders, latest edition, as its parliamentary authority. Components of a Board meeting include:

- Call to Order
- Open Forum: Maximum 3 minutes per speaker
- Consent of Agenda
- Unfinished Business
- New Business
- Committee Reports
- Adjournment

WHO SHOULD ADDRESS THE BOARD?

You should consider addressing the Board, either in writing or in person, if you: (1) have an idea for possible adoption in the community; (2) have a problem or complaint that the

WINDHAM AT CARMEL MOUNTAIN RANCH RULES & REGULATIONS

staff cannot resolve; (3) have a suggestion for changes in Association policies established by the Board; (4) want to appeal a decision of the Board, Architectural Committee or Rules Enforcement Committee.

MEMBERSHIP COMMENT

Those members wishing to address the Board of Directors must submit a Request to Speak form which is available on the table in the meeting room. Please provide the Request to Speak Form to the President of the Board. You may speak when called upon or during the open forum. When speaking, you must state your name and address for the record. Comments should be brief, to the point, and no longer than three minutes, avoiding repetitious testimony.

WINDHAM AT CARMEL MOUNTAIN RANCH
RULES & REGULATIONS

Addendum H
FREQUENTLY CALLED NUMBERS

Police & Fire/Medical Emergency	911
<u>Fire:</u>	
San Diego	619-533-4300
Poway	858-668-4460
<u>Police:</u>	
San Diego - Northeastern Division	858-538-8000
Rancho Bernardo Community Relations	858-538-8007
Rancho Bernardo RSVP (Retired Senior Volunteer Patrol)	858-538-8146
Sheriff's Department (Poway)	858-513-2800
<u>Hospitals:</u>	
Palomar - Escondido (Citracado Pkwy.)	442-281-5000
Palomar - Poway (Pomerado Rd.)	858-613-4000
Poison Center	800-222-1222
Water Utility (San Diego Public Utilities Department)	619-515-3500
San Diego Gas & Electric (Gas Leak/Electrical Emergency)	800-411-7343
Humane Society	619-299-7012
San Diego County General Information	858-694-3900
Walters Management	858-495-0900