



Rules and Regulations

Effective: May 7, 2015

A. PREAMBLE

A-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Enabling Declaration of Establishing a plan for Condominium Ownership for the Phoenician under Section 5.2 D. A copy of this Declaration was given to each owner at the time of purchase of their condominium unit.

A-2. The Board of Directors may create a Rules and Regulations Advisory Committee. The duty of this committee is to advise the Board of Directors regarding the Rules, the Bylaws and the Enabling Declaration of Establishing a plan for Condominium Ownership for the Phoenician.

A-3. The Manager of The Phoenician Homeowners Association has been instructed by the Board of Directors to require the compliance of all persons on Association properties with the provisions of all Rules, Bylaws and the Declaration. In the instance of a person violating the Rules, the Bylaws or the Declaration, the Manager has further been instructed to do any of the following:

- a) Obtain names and addresses of violators and report to the Board of Directors.
- b) Call upon a law enforcement agency for assistance.
- c) In the case of residents' children, make every effort to contact their parents immediately, prior to making the action called for in (b) above.

A-4. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the Conditions of ownership in the Enabling Declaration of Establishing a plan for Condominium Ownership for the Phoenician. If there is any conflict the provisions of the Declaration will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of The Phoenician Homeowners 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. Strict observance and adherence is urgently requested by the Board of Directors.

B. COMMUNITY RELATIONS

B-1 REGISTRATION

- a) All members and residents must be registered with the association.
- b) Association members are those individuals owning a condominium unit at the Phoenician project.
- c) Residents are defined as owners and members of their families living on the premises of the project, or lessees and members of their families living on the premises of The Phoenician.
- d) Owners leasing their unit(s) retain their voting right in the Association but assign

the use of all common facilities of the project to the lessee of their units(s). The lessee assumes the privileges and responsibilities of membership as hereinafter stated, but does not have a voting right the vote belongs only to the owner. Non-resident owners are not permitted to use any common area facilities when so assigned to a lessee except as a guest of a resident.

- e) The lease or rental agreement must be in writing and must be for a term of not less than 30 days and be subject to the Declaration, Bylaws and adopted rules.
- f) The Owner is responsible to provide a copy of the Declaration, Bylaws and these adopted rules and regulations to their tenants at their sole cost. The Owner is required to notify management of the names and phone numbers of their tenants and provide a copy of the rental agreement. **Please refer to Section 7.8 of the Declaration.** No condominium or any portion of any Condominium in the Community shall be leased, subleased, occupied, rented, let, sublet or used for or in conjunction with any time sharing agreement plan. **Please refer to Section 7.1 of the Declaration.**

B-2 GUESTS

- a) Guests must be accompanied by a host or hostess resident of the Association when using the facilities of the Association.
- b) It is the right and duty of each resident to question the presence of any person who appears to be trespassing and/or advise the Manager regarding the situation.

B-3. COMMON AREA DAMAGE

Members, lessees 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.

B-4. NEIGHBORLY CONDUCT

- a) All activities, whether individual or group, shall be conducted at a noise level that is reasonable and not disturbing to other Association residents. Each owner or resident is responsible for the conduct and behavior of their children, guests, and any visiting children and for any property damage caused by such persons. No loud power equipment, hobby shops or carpenter shops shall be operated or conducted in a unit, garage or common areas.
- b) Vehicles, toys, and bicycles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended tricycles, play toys, or other equipment in areas visible from adjoining units or in the common area is prohibited.

B-5 SIDEWALKS

Community sidewalks and stairways are to be utilized for ingress or egress from buildings and units. They shall not be obstructed in any manner or used for any other purpose.

B-6 EXTERIOR APPEARANCE/SIGNAGE

- a) Signs, sunshades, advertising or other devices, or miscellaneous paraphernalia shall

not be exposed or attached in any fashion to or on windows, balconies, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors.

- b) One sign of customary and reasonable dimensions advertising the unit for sale or rent may be displayed on the window of a unit or other area designated by the Association.
- c) There shall be no exhibiting, flying or hanging of any flags, pennants, banners, kites, towels, etc., from any area of the Community that would be visible from the street, Common Area or other Unit.
- d) In order to maintain the uniform aesthetic attractiveness of the Association, residents are requested to ensure that all drapes, curtains, shutters, blinds or other window coverings visible from the outside are beige, white, off-white or a neutral color. Different colors, materials and patterns may be used if approved by the Board of Directors or Architectural Control Committee. No newspapers, sheets, reflective screening, aluminum foil or other nonstandard window coverings are allowed on the windows.

B-7 BALCONIES AND EXCLUSIVE USE COMMON AREA FRONT PATIOS

- a) Patios and balconies shall be considered as an aesthetic addition to the buildings and utilized in good taste so as to be generally attractive and inoffensive to other residents.
- b) Residents are responsible for keeping patio and balcony areas clean and attractive.
- c) Caulking of balcony doors and windows are an Association responsibility, except when owners or tenants break the seals by removing the glass.
- d) Window screens of individual units are not common property and their maintenance is the responsibility of the unit owner.
- e) Bikes, scooters, toys, trash, storage containers and other similar items may not be stored on balconies. Bicycles may be stored on balconies, provided they are covered with the pre-approved bike cover.
- f) Balconies must not be used for storing clothing articles, towels, or drying laundry.
- g) Outdoor furniture items are allowed only on exclusive use common area front patios and balconies. They may not be placed in common area breezeways or locations that impede the ingress and egress of any unit. Umbrellas shall be neutral in color, no striped or pattern and made of fabric. The umbrellas shall be enclosed within patio & deck and may not hang over railings, ledges or walls. The umbrella may not exceed 8 feet in diameter. Potted plants that are suitable for the size and space are permitted in exclusive use areas and balconies. They may not be placed in breezeways or other common areas.
- h) Potted plants and plant baskets may not be placed on top of patio ledges or balcony railings. They may only be placed on the interior portion of balconies and exclusive use common area patios.
- i) One gallon water fountains are allowed on balconies and exclusive use common area front patios only. All water fountains must be well maintained at all times.
- j) Only pre-approved sun shades may be installed.
- k) Bird houses and bird feeders are not permitted.
- l) Hosing off balconies is not permitted.
- m) Potted plants must be properly maintained and drip trays must be used to prevent seepage.
- n) Only gas or electric barbeque grills are permitted. No charcoal.
- o) Light fixtures may not be changed. Light bulbs must be changed by the homeowner. (Only white 60 watt bulbs may be used)

- p) Caulking of balcony doors and windows are the Association's responsibility, except when owners or tenants break the seal by removing the glass.
- q) Holiday decorations are permitted on balconies. Christmas decorations may be displayed after Thanksgiving through January 2nd. All other holiday decorations may be displayed two week prior and must be removed two week after the designated holiday.
- r) Satellite dishes may not be installed on any exterior portion of the building. They may only be placed inside the balcony area using a free standing tri-pod. Flat wire cable must be used so that it can be fed underneath the door to the inside of the unit. (Not through the wall). Please make sure that the satellite dish is positioned in a place that is least visible from the common area.

BREEZEWAYS AND FRONT PATIOS

- a) Shoes, bikes, scooters, toys, trash, clothing articles, towels, rugs and other items may not be stored in the breezeways or front patios.
- b) Outdoor furniture items (Except umbrellas) are allowed only on exclusive use common area front patios. Furniture items may not be placed in common area breezeways or locations that may impede the ingress and egress of any unit.
- c) Décor items such as bird feeders, bird fountains, sculptures and wall décor are not permitted in common area breezeways and front patios.
- d) Only pottery consisting of colors that exist within the color scheme of the community will be permitted on exclusive use common area patios and all balconies. Potted plants must be well maintained and have drip trays to prevent water seepage.
- e) Pots and other décor items may not be placed in common area breezeways with the exception of the existing pottery that was installed by the developer unless otherwise approved in writing by the Architectural Committee.
- f) Christmas Decorations may be displayed after Thanksgiving through January 2nd. All other holiday decorations may be displayed two week prior and must be removed two week after the designated holiday.
- g) Light Fixtures may not be changed. (Light bulbs will be replaced by the Association)

B-8 ENTRANCE GATES

- a) Guests can scroll the member's name on the intercom system to locate the member's code which will ring at their home.
- b) Numerical gate access codes should not be given out to anyone except those persons residing in the member's house.
- c) The entrance gates provide limited vehicle access and are programmed to close and open at certain speeds for safety reasons. When entering the Community and an unknown vehicle is behind you please stop immediately inside the gate to prevent unauthorized vehicles tailgating you into the Community.
- d) Replacement gate transmitters can be purchased from the Association at a nominal cost plus handling charge. Owners are allowed to have two (2) transmitters per unit.

B-9 COMMON AREA LANDSCAPING AND SYSTEMS

Common area heating units, time clocks and lighting systems are to be adjusted and/or set by authorized personnel only. Members, lessees 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.

B-10 PARKING

- a) Permitted vehicles shall mean appropriately licensed passenger automobiles, sports utility vehicles, motorcycles and trucks having a carrying capacity of 1/2 ton or less, vans having seating capacity of eight (8) persons or less. Permitted vehicles shall be parked only in the garages or parking spaces appurtenant to or assigned to the Unit. Vehicles that are not permitted include commercial vehicles, construction equipment, trailer, camper, mobile home, recreational vehicle, trucks having more than eight (8) persons or any vehicle which is too large to fit within the Owner's garage, inoperable vehicles, boats and similar equipment. Vehicles that are not permitted shall not be parked or stored within the Community.
- b) No parking shall be permitted on any private street within the Community except in parking areas designated by the Board as guest parking areas. No vehicle may be parked continuously for longer than 24 hours on the common area open parking areas. There shall be no parking of vehicles on the driveway or apron providing access to the garage. Violators of the parking restrictions may have their vehicles towed at the Owner's expense.
- c) The garage is solely to be used for the parking and storage of cars, or similar vehicles. Inoperable vehicles are not allowed and will be tagged and towed.
- d) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- e) Residents must keep their garage/carport or assigned spaces clean of any oil or other stains at all times.
- f) All vehicles must display current license plates and be registered with the Association.
- g) Residents may temporarily park a recreational vehicle within the Community not to exceed two (2) hours for the purpose of loading and unloading.
- h) Permitted vehicles are vehicles belonging to a Resident that can be parked only in their assigned or deeded parking space.
- i) Garages and carports must not be used for storage or any other purpose that would prevent the parking of the number of vehicles the space was designed to accommodate. *Example:* If you have been assigned one tandem garage and you own two vehicles, then both vehicles must be parked inside your tandem garage. If you have been assigned one single car garage and one carport, then you must park one vehicle inside your garage and the second vehicle must be parked in your assigned car port.
- j) Extra vehicles belonging to an owner or resident must be parked off-site. (Not in Guest Parking)
- k) Owners and Residents may not park in Guest Parking. Residents who park in Guest Parking will be towed at the vehicle owner's expense. Fines may also be issued by the Association. The Board of Directors asks for the cooperation of all residents in respecting the spirit and availability of guest parking.
- l) Guests may only park in Guest Parking and must have a Guest Parking Permit visibly displayed in their vehicle. Guests will be subject to tow if they are parked in a deeded space unless the owner of the deeded space provides them with their

Parking Permit. Guests may not be parked in Guest Parking areas for more than 5 consecutive or non-consecutive days within any month. Homeowners must request a Special Guest Permit from the management company for guests who will be parked in Guest Parking for more than 5 days.

B-11 TOWING AUTHORITY

The Association shall install a sign at each vehicular entrance to the Community containing a statement that public parking is prohibited and that all vehicles not authorized to park in the Community will be removed at the owner's expense. The Association may cause the removal of any vehicle wrongfully parked within the Community, including a vehicle owned by an occupant. The Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within 15 feet of a fire hydrant, in a parking space designated for handicapped without proper authority, parked in a manner which interferes with any entrance to, or exit from, the Community or any Condominium, parking space or garage. Please refer to Section 7.3 of the Declaration for further restrictions.

B-12 SPEED LIMIT

The maximum speed limit within the confines of Phoenician is **5 miles per hour** or as posted.

B-13 UNLICENSED MOTORIZED VEHICLES

- a) An unlicensed motorized vehicle is defined for the purposes of this section as "a device consisting of two or more wheels designed to be ridden by one or more persons that is propelled by an electric or gasoline motor and which is not required to be licensed by the State Department of Motor Vehicles".
- b) No unlicensed motorized vehicle, as defined in this section, may be operated on any street or common area under the jurisdiction of The Phoenician Homeowners Association.

B-14 ANTENNAS/SATELLITE DISHES

Subject to the requirements of Civil Code Section 4725, as it may be amended from time to time, installation and maintenance of television or video antennae or satellite dishes visible from any Common Area or private street must be submitted to the Architectural Control Committee.

B-15 PETS

Two (2) normal and customary household pets (two (2) dogs or two (2) cats or one (1) dog and (1) cat) may be maintained within a unit under the following conditions:

- a) Whenever pets are outside of the resident's unit, they must be on leash or otherwise under full control of the owner
- b) Residents must clean up after any mishap performed by their pets.
- c) Residents shall be responsible for any personal injury or property damage caused by their pets.

- d) Pets emitting excessive noise, or in any manner unduly disturbing other residents, may be caused to be removed from the premises of the Association by order of the Board of Directors after notice and a hearing.
- e) Owners shall use reasonable efforts to prevent any animal within their Unit from making disturbing noises that can be heard from any other Unit between the hours of 10:00 p.m. and 7:00 a.m.
- f) Pets are not be allowed within the confines of the pool-patio area or clubhouse areas.
- g) Guests are not allowed to bring pets onto Association common areas.
- h) Dogs 25 pounds and under are allowed. Dogs exceeding 25 pounds are not permitted.
- i) No animals shall be maintained for any commercial purposes.
- j) Trained dogs used for assistance by visually impaired, hearing impaired or physically handicapped persons may be kept by an occupant or invitee of any owner.

B-16 TRASH RECEPTACLES

Each owner shall be responsible for the removal of all the trash and refuse from the Owner's unit to the central collection point located within the Community for trash collection. Boxes must be broken down and placed in the trash container. All trash should be sealed in plastic bags to avoid unnecessary odors emanating from the dumpsters. No toxic or hazardous materials shall be disposed of within the Community by dumping them in the trash containers or down the drains.

B-17 ARCHITECTURAL CONTROL

- a) The Architectural Control Committee (ACC) is responsible to approve any exterior changes to your exclusive common areas and the common areas.
- b) When applying for approval, please send as much information as you can:
 1. Completed Application Form.
 2. Exact location: use a scale drawing if applicable.
 3. State color, size, composition and description.
 4. Photo, sketch, copy of an advertisement or facsimile.
 5. Contractor's name or company making the item etc.
 6. Two (2) sets of plans.
 7. A check for the review fee.

Please send all applications for approval to THE MANAGEMENT COMPANY at:

**The Phoenician Homeowners Association
C/o Landmark Limited
1731 E. Roseville Pkwy., Suite 100
Roseville, CA 95661**

Please remember that you must get approval BEFORE making any changes.

- c) Alterations, additions or modifications made to the exterior surfaces of your unit must have prior written approval from the Architectural Control Committee or Board of Directors.

- d) Any alterations that do not have prior written approval by the appropriate Committee or Board of Directors will be removed by the homeowner and the area will be restored to its original condition. Should the homeowner fail to comply, the work will be contracted out and billed to the homeowner. Bills not paid are subject to lien.
- e) In addition, the Board of Directors may also assess fines of not less than \$10.00 per day or more than \$50.00 per day for non-compliance of Board requests to have non-approved alterations restored to their original condition.

B-18 BUSINESS ACTIVITIES

No business activities of any kind are to be conducted in any building or on any portion of the common areas. This includes garage sales. **Please refer to Section 7.1 of the Declaration for further restrictions.**

B-19 CLOTHESLINES

There shall be no outside laundering or drying of clothes. No draping of towels, carpets or laundry over exterior railings shall be allowed.

B-20 POWER EQUIPMENT/MOTOR VEHICLE MAINTENANCE

No power equipment, hobby shops or motor vehicle maintenance (except for emergency repairs) shall be permitted in the Community except with prior written approval from the Board.

B-21 BASKETBALL STANDARDS

No basketball apparatus or fixed sport apparatus shall be attached to the exterior surface of any portion of the Common Area nor shall any portable apparatus be used for playing basketball in the Community.

B-22 WATER BED RESTRICTIONS

No water beds shall be permitted except in the ground floor bedrooms.

B-23 BULLETIN BOARDS

Bulletin boards in the recreation area may be used only for Association related activity, publicity, or such community services as are approved by the Board for publicity.

C. CLUBHOUSE AND SWIMMING POOL FACILITIES

Clubhouse Rules:

- a) The media room and game room are available for use Sunday through Thursday from 5:00 a.m. to 10:00 p.m. and Friday and Saturday from 5:00 a.m. to midnight. The exercise center and bathrooms are open 24 hours a day.
- b) No one under eighteen (18) years of age will be permitted to use the Clubhouse facility without a person over the age of 18 present.
- c) Wet clothing is not permitted in the Clubhouse area and shoes shall be worn at all times.
- d) Clubhouse equipment shall not be removed from the Clubhouse.
- e) Clubhouse furniture shall always be returned to its original location.

- f) Any abuse of the facilities or equipment by Members or their guests may result in the future loss of privileges and damages will be charged to the Member.
- g) Each Member is responsible for keeping the facility clean at all times.
- h) Members and their guests use the Clubhouse/Recreation facilities and equipment at their own risk.
- i) Smoking is not permitted in the Clubhouse.
- j) No pets are allowed in the Clubhouse or pool areas.
- k) Upon application and approval of the Manager, residents and their guests may reserve the Clubhouse between the hours of 6:00 p.m. - 10:00 p.m. Sunday through Thursday and from 6:00 p.m. - midnight Friday and Saturday for use by groups of NO MORE THAN 40 /assembly or dining/dancing upon application and approval of the Management Company. The facilities must be left in the same order and state of cleanliness as found. Any maintenance required by the Association will be billed to the user at actual cost.
- l) Exclusive use of the pool area is not included with the reservation of the Clubhouse. When reserving the Clubhouse, the member and his/her guests are permitted to share the use of all other recreational facilities. Guests are to be informed they are sharing the facilities with other members and their guests. Guests must follow the rules posted at the pool.
- m) The Clubhouse may be used for occasional events or functions, not for ongoing events, such as weekly or monthly meetings.
- n) No Member shall directly or indirectly use the Clubhouse for any commercial selling.
- o) Use and reservations may not be requested unless the Member concerned is present for the event.
- p) NO ONE UNDER THE AGE OF 21 MAY CONSUME ALCOHOL UNDER ANY CIRCUMSTANCES.
- q) All requests for exclusive use of the Clubhouse must be in writing on the form available from the Management Company at least one week in advance of your reservation date and shall require the approval of the Board of Directors or Management Company. Approval shall be granted unless a reservation for the time requested unduly interferes with the reasonable use and enjoyment by other Members or otherwise is in contravention of these rules as stated herein.
- r) If alcoholic beverages are to be consumed for a Clubhouse function, the reserving Member will be required to provide and submit proof to the Management Company that a Certificate of Insurance, showing a one million dollar policy coverage naming the Association as an additional insured, has been obtained (Host Liquor Liability). This coverage is normally available through the insurance company providing your homeowners insurance policy at a nominal fee! Please contact your insurance agent.
- s) If no alcoholic beverages are to be consumed at a Clubhouse function, the Reserving Member agrees to sign a waiver stating that there will be no alcoholic beverages on the premises.
- t) Exclusive reservations for the Clubhouse shall be noted in the association's reservation book. Reservations shall be made on a first come basis.
- u) Member must be current in their payment of assessments and be a Member in good standing to use the recreation facilities.

Deposit:

- a) The Member-host will be responsible for kitchen equipment used and for all costs incurred for repair or damages to facilities and furnishings by themselves, their guests, their employees or caterers, and for losses of property entrusted to them based on a post party check by the association or Recreation Committee Member.

- b) A refundable cleaning deposit of \$150 shall be deposited with the association at the time the reservation is made.
- c) The deposit will be refunded provided the premises have been cleaned and there are no damages.

SWIMMING POOL AREAS

Pool/Spa Rules:

- a) The pool/spa areas are open between the hours of 5:00 a.m. - 10:00 p.m. The pool areas may NOT be reserved for private use.
- b) All Members are required to have in their possession their numbered "Common Area Access Transmitter" (FOB).
- c) Appropriate swimming attire is required. No cut-offs, jeans, etc.
- d) All bobby and hair pins must be removed before entering the pool area.
- e) Radios, record players and other audio devices are not permitted in the pool areas, unless they are used with earphones.
- f) Diving, cannon-balling, running, skateboarding, bicycling, skating, boisterous play and animals of any kind are not permitted in the pool areas.
- g) Only unbreakable containers are permitted in the pool areas and must be removed following use. NO GLASS CONTAINERS ARE PERMITTED.
- h) No alcohol may be consumed in the pool area.
- i) Suntan oils and lotions are to be showered off prior to entering the pool.
- j) The pool is closed during maintenance services.
- k) Patio furniture and chess pieces shall always be returned to their original location.
- l) No smoking is permitted within the enclosed fence pool area.
- m) Profanity, improper behavior, intoxication and vulgarity are prohibited.
- n) No toys, tubes or mattresses of any kind are allowed in the pool area except in special circumstances.
- o) Throwing objects is prohibited within the pool area.
- p) Only two "Common Area Access Transmitters" will be issued to each household. Replacement access transmitters will cost \$35.00.

Persons under the Age of Eighteen:

- a) Persons under the age of fourteen must be accompanied by an adult.
- b) Children in regular diapers are not permitted in the pool. Only swim diapers are allowed.
- c) Beginning swimmers and non-swimmers must stay in the shallow water.

Pets:

No pets of any kind are allowed in the pool area at any time.

Use of Spas:

Use of the Spa is at your own risk. Pregnant women and others with medical conditions should check with their doctors before using the spa. All persons should take appropriate precautions when using the spa and should not use the spa for more than ten (10) minutes at a time. It is not recommended that persons four (4) years of age and under be permitted to use the spa at any

time. Persons five (5) through thirteen (13) years of age must be accompanied and supervised by a person over 18 when using the spa.

Guests:

It is the responsibility of each Member to accompany any guests to the pool areas. The number of guests should be limited so that other Members may have reasonable use of the pool facilities at all times.

Risk of Use:

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

MEMBERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS. IT IS EVERY MEMBER'S RESPONSIBILITY TO OBEY THESE RULES. PERSONS WHO VIOLATE RULES MAY LOSE THEIR PRIVILEGES.

D. ENFORCEMENT

Fines: To insure compliance with the above mentioned guidelines, Homeowners may be fined not less than \$100.00 or more than \$500.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges against any member for failure to comply with the Declaration, these Bylaws or the Association Rules, the Board must act in good faith and satisfy each of the following requirements:

1. The member must be given 10 days prior notice of the discipline to be imposed and the reasons for the imposition of the discipline. Notice may be given by any method reasonable calculated to give actual notice. If the notice is given by mail, it must be sent by first class or registered mail to the last address of the member as shown on the Association's records.
2. The member must be given an opportunity to be heard, orally or in writing, by the Board not less than five days before the effective date of the imposition of the discipline. Members shall have the opportunity to present witnesses on the member's behalf and to cross-examine any witnesses that may testify against the member