



Community Information

The Eskaton Village Roseville Lodge
1650 Eskaton Loop
Roseville, CA 95747

Concierge Phone Number
(916) 789-7831

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WHAT IS A HOMEOWNERS ASSOCIATION?

A Homeowners Association is a nonprofit corporation registered with the State of California and managed by a duly elected Board of Directors. Its purpose is to maintain all common areas and to administer the CC&Rs.

WHAT ARE THE CC&Rs?

The recorded Declaration of Covenants, Conditions and Restrictions, commonly referred to as CC&Rs, are the guidelines established in order for the Common Interest Community to enhance and protect the value of the project. These guidelines usually cannot be changed without a specified majority vote. This change then becomes an amendment and is recorded with the County Recorder's office. Failure to abide by the CC&Rs can possibly result in a fine if the Board determines a violation has occurred. The Association may also require revisions or removal of unauthorized work, or may charge you for revisions or removal. You should carefully review the CC&Rs.

WHAT ARE THE BYLAWS?

The Bylaws are the adopted guidelines and rules established for the operation of the Homeowners Association. These Bylaws aid in the election of the Board of Directors, define duties and responsibilities of the Board and Officers and set other specifics which are necessary to properly operate the Association. Again, you should carefully review the Association's Bylaws.

WHAT ARE DEFINED AS COMMON AREAS AND FACILITIES?

The common areas and facilities that the Association is responsible to maintain include the private streets, landscaping, paseos, open space, entry gates, recreation center (fitness center, pool/spa, etc.) walls, fences, lighting, utilities, patio home landscape area and home exteriors. In addition, there are common services such as water, electricity and street sweeping, which the Association is responsible for paying through the collection of Assessments from the owners. Some of these common facilities will be completed in future phases of the project. Additional common services can be included by a majority vote of the members and the Board of Directors.

WHAT ARE THE ESKATON SERVICES?

Eskaton Properties, Inc., through a contract with the Homeowners Association, will provide a 24-hour emergency home response system, guard gate and courtesy patrol, on-site shuttle service, a Wellness Director, a fitness/wellness program, a Recreation Director, a technology center, activities and meeting rooms. In addition, the exterior maintenance of residences (roofs, paint, etc.) and landscaping services on the lots are provided. The cost for these services is included with the monthly assessment paid by Owners as "Cost Center No. 1 Assessments".

On a fee-for-service basis residents can obtain additional Eskaton services. Please contact the Lodge Concierge for prices and availability of services, such as meals, housekeeping and laundry services, off-site transportation, beauty shop, advice nurse, nutrition consultant, and interior home maintenance.. Some minor interior maintenance services will be available at no additional charge. Please see page 21 for details.

WHAT IS THE BOARD OF DIRECTORS?

The Homeowners Association is a corporation by law, and, therefore, a governing body is needed to oversee the business. The Board of Directors is the elected governing body of the Association. The affairs of the Association are managed by a Board of five (5) Directors. These Directors create the rules and regulations for enforcement within the community, oversee budgeting and expenditure of funds, as well as work with the managing agent in maintaining Association common areas.

The Board of Directors usually organizes several committees to aid the community in decision making. Examples of this would be Architectural and Landscaping Committees, and Nominating and Election Committees.

WHO MAKES UP THE BOARD OF DIRECTORS?

It is normal that the initial Board of Directors consists of representatives of the Developer and Eskaton. This is done to provide the Owners holding the majority ownership of the project with adequate protection of their interests. At the first Members' Meeting the homeowners may elect two representatives to the Board.

WHEN DOES THE BOARD OF DIRECTORS HOLD MEETINGS?

The Bylaws state the frequency of the Board meetings. Board meetings are open to all homeowners, but the Board has the right to limit participation by individual homeowners. Depending upon the business to be transacted, Board meetings may occur only once a quarter or as often as monthly.

WHAT IS MY ASSESSMENT?

The assessment is the monthly installment of the annual assessment amount due from each property. This assessment is used to operate and maintain the property that is commonly owned or controlled by the Association. The annual assessment is based upon the estimated expenses required to operate the Association and maintain the common areas and facilities (budget).

HOW IS THE AMOUNT OF MY ASSESSMENT DETERMINED?

The Department of Real Estate requires proforma operating budgets to be submitted by the developer for the first year's operation of the Association. The budgets are reviewed by the Department of Real Estate, utilizing their guideline figures for all common areas and facilities which are the responsibility of the Association. The budgets adopted by the Association are generally based upon these budgets. There are two basic areas to the Association's budget: the Operating accounts such as utilities, landscaping, gate maintenance, etc., and the Reserve accounts for replacement of components such as Village Center roofing, paving, painting, etc. These amounts are difficult to predict accurately, and even if accurately estimated initially, these amounts can increase with the age of facilities and with increased costs of living. Additional cumulative budgets showing additional lots and common areas for future phases have also been prepared and reviewed by the Department of Real Estate. Additional services provided by Eskaton Properties, Inc., as detailed in the CC&Rs, are charged as "Cost Center Assessments" and are included in your monthly assessment.

WILL MY ASSESSMENT GO UP?

The assessments may increase after the first year due to changes in the operations and cost increases for utilities and services. Your Board of Directors will prepare a new budget each year to reflect changes and cost increases or decreases. The Board must obtain the majority vote of the members to increase the budget more than 20% from the prior year's budget. As this is a phased project in which additional units and common areas may be annexed, it is possible that your assessments may increase or decrease when this happens.

WHAT HAPPENS IF I DON'T PAY MY ASSESSMENT?

The CC&Rs state that not paying the monthly installment of the annual assessment causes the homeowner to be subject to late charges of \$10.00 or 10% of the delinquent installment, whichever is greater, as well as interest and collection charges. In addition, the Association can accelerate your installments and demand that the remaining balance of the annual assessment be paid in full if you are delinquent in the payment of your monthly installment.

WHAT IS A MANAGEMENT COMPANY AND WHAT DOES IT DO?

A Management Company is hired to act as the agent for the Homeowners Association. Typical responsibilities include:

Assessment Collection: Collection of the installments of the annual assessments and delinquent installments.

Supervision of Subcontractors: Hiring, supervising and working with landscapers, cleaning services, street sweepers, utility companies, etc. The Management Company does not perform these services, but acts in a supervisory capacity only.

Accounting: Submitting monthly assessment installment statements to the homeowners, maintaining current lists of homeowner addresses as received, processing of the Association payables, and submitting monthly financial reports to the Board.

Communication: Performing as a liaison for the Association to the developer, providing information from the Board and Management to homeowners, as well as communication between homeowners, through distribution of monthly or quarterly newsletters or mailings.

Architectural Approval: Coordination and tracking of requests for approval from the Architectural Committee for plans for construction, alterations or improvements.

Problem Solving: Working with the Board of Directors in interpreting and enforcing the CC&Rs, Bylaws and Rules and Regulations of the Association. Responding to homeowners' requests regarding the common areas and the operation of the Association.

Consulting: Providing the Board with information pertaining to proper maintenance of the community, suggested project improvements and current Association Management procedures and laws.

IF I'M BUYING THE HOME BUT PLAN TO RENT IT, WHAT DO I NEED TO KNOW?

The monthly assessments are the responsibility of the homeowner. Tenants must be in compliance with the Senior Citizen requirements. Screening of tenants before rental is very important, not only to the owner, but also in consideration of the other residents. Disturbances and disorderly conduct by tenants can result in a fine to the OWNER for their behavior. Preservation of the community as well as harmony among residents is the ultimate goal of any association. If a tenant violates these rights, the owner is expected to take the necessary measures to correct the situation. Each owner should be certain that his tenant is familiar with the Association rules and regulations.

IF I WANT TO MAKE ADDITIONS TO MY HOME OR MAKE NOTICEABLE CHANGES, WHAT DO I NEED TO KNOW?

As the Association maintains the Landscaping on all lots and exterior of the homes, minimal changes to the lots and homes will be allowed, in order to maintain the quality and consistency of the Community.

The Association has governing regulations concerning additions or changes to the exterior of any lot. You should review the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the adopted Design Guidelines to determine the exact requirements which will need approval. **The Architectural Control Committee must approve all exterior changes, including your lot landscaping. Applications and plans should be submitted to the Community Manager at the Lodge.**

If a homeowner completes an exterior change without Committee approval, the owner may be required to remove the modification and be subject to enforcement proceedings. This regulation is set up to maintain the overall appearance of the community and protect the property values. **Also, the City of Roseville requires that any structural changes be submitted and approved through its office for proper building permits.**

WHOM DO I CONTACT?

Your Lakemont service representative will demonstrate your home's systems in detail and review Lakemont's warranty with you prior to your moving into your new home. Approximately six months after you close escrow, you will receive a letter from our office asking how your new Lakemont home is performing and verifying that you are completely satisfied with your purchase.

If you have a warranty request, please fill out a warranty request form as supplied in your

Homeowner Manual and submit to Lakemont Homes by fax or mail. This form should be used for non-emergency items. For your convenience you may also send an e-mail with requests to customerserviceca@lakemont.com . Please note that the Lakemont Homes warranty does not cover your appliances. They are covered by the manufacturer's warranty, as outlined in each appliance manual.

Please see your Homeowner Manual for further information regarding your warranty.

1) Common Area Concerns Issues or complaints concerning common area maintenance or usage should be submitted through the Management Company or to the Board of Directors. As the Homeowners Association matures, committee heads may be set up to monitor all complaints and aid in the timely correction of any problems. Homeowners should also contact the Management Company regarding concerns about maintenance of home exteriors and lot landscaping. Please do not request any work from the landscape crew as their work is scheduled through, and by, the Management Company.

2) Difficulty With Neighbors Occasionally, a difficulty develops with a neighbor over the parking of vehicles, loud and excessive noise, animals, etc. These complaints should be made to the Management Company. The Management Company, in turn, will investigate and may send a letter stating the violation or disturbance and also enforce, through the Board of Directors, any fine which the Association has established. At times the enforcement may necessitate the notification of local police.

3) Utility, Water, Gas, Fire Depending upon the nature of the concern or emergency, contact the appropriate agency **FIRST**. It is best to receive immediate service in the event of this type of problem or in the event of an emergency. The Management Company should also be made aware of the situation, as it allows for monitoring of recurring problems. Be sure to keep handy the emergency telephone numbers for the local companies and official agencies.

**ESKATON VILLAGE ROSEVILLE
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

1. PREAMBLE

1-1. The authority for the Board of Directors to form and enforce rules and regulations is provided by the Declaration of Covenants, Conditions and Restrictions (CC&Rs) under Section 4.3 (a) (8). A copy of this Declaration was given to each owner at the time of purchase of their lot.

1-2. The Board of Directors may create a Rules and Regulations Advisory Committee. The duty of this committee would be to advise the Board of Directors regarding the Rules, the Bylaws and the Declaration of Covenants, Conditions and Restrictions.

1-3. The Manager of the Eskaton Village Roseville 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 CC&Rs. In the instance of a person violating the Rules, the Bylaws or the CC&Rs, 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) Remove the persons from the Association premises, if necessary.
- c) Call upon a law enforcement agency for assistance.
- d) Call upon residents for assistance with his/her duty.

1-4. The Rules as contained herein are issued by the Board of Directors. They are supplemental to the conditions of ownership in the Declaration of Covenants, Conditions and Restrictions. If there is any conflict the provisions of the CC&Rs will prevail.

The Rules are intended as a guide to the conduct and activities of all members, lessees and residents of the Eskaton Village Roseville 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 are urgently requested by the Board of Directors. Policing actions because of violations should not have to be necessary, but might be required.

2. COMMUNITY RELATIONS

2-1. REGISTRATION All members and residents must be registered with the Manager.

- a) Association members are those individuals owning a property at the Eskaton Village Roseville Community.
- b) Residents are defined as owners and members of their families living on the premises of the project, or lessees and members of their families, or caregivers living on the premises of Eskaton Village Roseville Community.
- c) Owners leasing their home retain their voting right in the Association but assign the use of all common facilities of the project to the lessee of their home. 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.
- d) 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 CC&Rs, Bylaws and adopted rules**. The Owner is responsible to provide a copy of the CC&Rs, 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 to provide management a copy of the rental agreement. **Please refer to Section 3.1 of the CC&Rs.**

2-2. RESIDENTIAL USE

- a) The Patio Home Lots shall be used for senior-only, single-family, independent living residential purposes, and Lodge Units shall be used for senior-only, assisted living, congregate housing, and other supportive residential services for seniors purposes only.
- b) This Development shall be a senior citizen project. At least one resident in each Lot or Unit must be fifty-five (55) years or older (the "Senior Citizen"), and every other resident must be at least forty-five (45) years or older except for the spouse or cohabitant of the Senior Citizen or person who resides with and provides the Primary physical or financial support for the Senior Citizen (a "Qualified Permanent Resident"). A person is a "cohabitant" of the Senior Citizen if the person and the Senior Citizen live together as husband and wife. If the Senior Citizen dies, is hospitalized, or is absent from the Development for the prolonged period, or if the marriage between the Senior Citizen and his or her spouse is dissolved, any qualified Permanent Resident may continue to reside in the Lot or Unit previously occupied by the Senior Citizen without regard to the age restriction that applied to that person, provided that the person otherwise has the legal right to continue to reside in the Lot or Unit and provided that at least eighty percent (80%) of all the Lots and Units in the Development are occupied by at least one Senior Citizen.

2-3. GUESTS

- a) Guests must be accompanied by a host or hostess resident of the Association when using the common areas 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.
- c) **All guests under forty-five (45) years of age may stay for periods of time, up to sixty (60) days total for each such guest in any calendar year.**
- d) **The Homeowner/Tenant must be living in the home if they are going to have a guest staying at the home. Guests shall not occupy a home, on their own, without the Homeowner/Tenant present.**

2-4. 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.

2-5. 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 his/her guests, and any visiting children or grandchildren and for any property damage caused by such persons.
- b) Vehicles are not allowed to be parked or placed so they block or interfere with pedestrian traffic on the sidewalks. The placement of unattended bicycles or other equipment in front yards and areas visible from adjoining lots is prohibited.
- c) No noxious or offensive activities shall be carried on nor shall anything be done which may be an annoyance or nuisance to the residents or which shall in any way interfere with the quiet enjoyment of occupants in the residences.

2-6. WINDOW COVERINGS

- a) In order to maintain the uniform aesthetic attractiveness of the Community, residents are requested to ensure that all window coverings visible from the outside are neutral or lined with a neutral backing. Windows can be covered only by drapes, shutters or shades and cannot be painted or covered by newspaper, cardboard, aluminum, metal foil, reflective material or similar materials.
- b) Any window coverings installed with Board approval may remain for the useful life thereof, regardless of a change in the Association Rules, unless the Board compensates the Owner for the pro rata remaining value of such coverings.

2-7. SIGNAGE

- a) Signs, advertising or other devices, or miscellaneous paraphernalia shall not be exposed or attached in any fashion to windows, fences and exterior walls or any other areas of buildings or grounds, unless written approval has been obtained from the Board of Directors. **NO VENDOR ADVERTISING SIGNS ARE PERMITTED.**
- b) One sign of reasonable dimensions advertising the home for sale or rent may be displayed in the window of a home, yard area or other areas designated by the Association. Signage requests must be submitted to the Architectural Committee for approval prior to installation. **Only approved signage specifications may be utilized.**

2-8. ENTRANCE GATES

- a) When fully operational, for your convenience, the main gate will be manned by courtesy patrol staff from approximately 6:00 AM to 10:00 PM.
- b) When the gates are closed, members and guests can scroll the member's name on the intercom system to locate the member's code, which will ring at their home.
- c) Numerical gate access codes should not be given out to anyone except those persons residing in the member's house.
- d) 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.
- e) Gate transmitters can be purchased from the Association at a nominal cost plus handling charge. Owners are allowed to have transmitters equal to the number of vehicles allowable in their garage plus one.

2-9. COMMON AREA LANDSCAPING AND SYSTEMS Common area time clocks and lighting systems are to be adjusted and/or set by authorized personnel only.

2-10. ANTENNAS / SATELLITE DISHES No outside radio aerials, television aerials, masts, towers, poles, video television, microwave or satellite reception dishes, or connections shall be placed or constructed on any Lot without the prior approval of the Architectural Control Committee. The Architectural Control Committee shall implement rules and regulations consistent with California Civil Code Section 1376 in dealing with applications for approval of video or television antennas, including satellite dishes.

2-11. PARKING

- a) **Automobiles and standard or substandard size pickup trucks may not be parked in the street.**
- b) No boat, trailer, recreational vehicle, camper, truck (other than standard or substandard size pickup truck), or commercial vehicle shall be parked or left on any part of the development, unless they are fully enclosed within the garage located on such lot; however, parking by commercial vehicles for the purpose of making deliveries, and commercial vehicles used by the Builder and the Association in connection with the operation of any services or activities provided for the owners shall be permitted in accordance with the association rules.
- d) Garages are solely to be used for the parking and storage of cars, boats or similar vehicles. They are not to be used or converted for any type of living or recreational activities. Garages shall be kept

clear so as to permit parking of the number of vehicles for which the garage was designed. Residents should park their vehicles in their garage.

- d) Garage doors must remain closed except for entering/exiting and when the garage is in use and attended.
- e) Residents must keep the driveways clean of any oil or other stains at all times.
- f) Violators of the parking restrictions may have their vehicles towed at the Owner's expense.
- g) **Overnight parking of vehicles in driveways is not permitted by Residents.**

Please see Supplemental Parking Rules beginning on page 23 of this manual.

2-12. PETS No animals, dogs, reptiles, rodents, birds, fish, livestock or poultry shall be kept on any lot outside the home, or elsewhere within the Development. Two usual and ordinary household pets such as a dog, cat, fish, or bird, may be maintained within a home under the following conditions:

- a) Whenever pets are outside of the resident's lot, 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 prohibited by order of the Board of Directors after notice and a hearing.
- e) No animals shall be maintained for any commercial purposes.

2-13. SPEED LIMIT The maximum speed limit within the confines of Eskaton Village Roseville is 25 miles per hour or as posted.

2-14. BUSINESS ACTIVITIES No business or commercial activities of any kind are to be established, maintained, permitted or conducted in any home or on any portion of the common areas in violation of local ordinances, federal or state law or the CC&Rs Article III, Section 3.

2-15. TRASH RECEPTACLES Trash containers shall be stored in the garage or out of view of neighboring Lots, except they may be placed at the curbs after 4:00 PM on the day before the scheduled pick-up day and left out no later than 7:00 PM on the day of pick-up. No Owner of a Lot shall permit or cause any household trash or refuse to be placed in litter containers located in the Common Area.

2-16. WOOD BURNING STOVES No wood burning stoves or like heating appliances shall be allowed within the Community.

2-17. OUTSIDE DRYING AND LAUNDERING No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes in the Community.

2-18. SPORTS FIXTURES Fixed-in-place basketball goals and backboard, whether free standing or attached to the dwelling unit located on a Lot are prohibited.

2-19. LANDSCAPE As the Association maintains all the landscaping, only the Eskaton Village Homeowners Association has the authority to modify the common areas. However, if you are interested in changing the common area adjacent to your home or the landscape maintenance area on your lot, at your expense, your proposed improvement plans and specifications must be submitted and approved in writing by the Architectural Control Committee pursuant to the Association's CC&Rs. The owner is responsible for the maintenance of any approved additional landscaping or the Association may charge that owner the costs for the Association to maintain that additional landscaping.

2-20. ARCHITECTURAL CONTROL

- a) As the Association maintains the exteriors of the homes and the landscaping on all lots, minimal improvements to the homes and lots will be allowed in order to maintain the quality of the Community.
- b) When applying for approval, please send as much information as you can and include the following specific items:
 - 1. Completed Architectural Review Application form (available at the Lodge Business Office)
 - 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.

Please send all applications for approval to:

**Eskaton Village Roseville
Architectural Control Committee
1650 Eskaton Loop
Roseville, CA 95747
Attn: Manager**

- c) **Alterations, additions or modifications made to your lot must have prior written approval from the Architectural Control Committee.** This includes landscaping, ornamental screens, solar energy systems, sunshades, awnings, screen doors, lattices, etc.
- d) Plans must be drawn to scale, showing location, color and dimensions of existing structures, driveways, sidewalks and fences, as well as location, setbacks, color and dimensions of any proposal. Plans shall be accompanied by an application and a description and/or sample of

- all materials and colors to be used with a proposed completion date.
- e) **As the Association maintains all landscaping within the Community, no new landscaping shall be undertaken by any Owner until the plans and specifications showing the nature, kind, shape and location of the materials has been submitted to and approved in writing by the Architectural Control Committee.**
 - f) The Architectural Control Committee may request any additional information, plans and details as it reasonably sees fit, to adequately review the request for approval.
 - g) No detached buildings, fences, awnings, ornamental screens, trellises, screen doors, sunshades or walls of any nature may be erected except such as are installed with the original construction of the Development and any replacement thereof, or as are authorized and approved by the Architectural Control Committee.
 - h) Any alterations that do not have prior written approval by the 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 Association will pursue its legal remedies including, but not limited to, having the alteration removed at the owner's expense.
 - i) 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.
 - j) The Association reserves the right to require security deposits and charge for the added costs for any proposed alterations to homes, yards or common areas. This may include security deposits retained by the Association to cover the cost of removal of improvements made by a Member.

3. VILLAGE CENTER

3-1. Various types of exercise equipment, a swimming pool and a spa are available for your use and enjoyment at The Village Center. A wide range of classes in toning, strength building, low impact aerobics, hydra tone, and water aerobics are offered. Class schedules will be posted in the Center.

Before using the fitness equipment, swimming pool or spa, you will need to complete the Waiver of Liability form, which can be obtained from the Recreation Director in the Village Center or the Concierge in the Lodge. Upon your signature on this waiver, you will be issued one key to the Village Center. If your key is lost and must be replaced, a fee of \$5.00 will be charged.

No lifeguard is on duty. In case of an emergency during use of the Village Center, please use the telephone in the Center to call 911.

You will find comfortable accommodations in the Multipurpose Rooms. You may reserve these rooms for special occasions. Rental of these rooms is \$50.00 per use. In addition, you will be asked to give a \$150 refundable security deposit to cover clean up or damages. You will be billed \$17.50 an hour, or fraction thereof, for setting up and removing additional chairs and tables. Please call the Recreation Director to schedule a room.

The Bistro Café is a friendly social gathering place, serves light meals and beverages, and is a great spot for "Happy Hour". The hours of operation will be determined by the level of resident interest.

Also located in the Village Center is the Computer/News Room. Please contact the Recreation Director regarding classes, or, if you are interested in leading or providing instruction.

3-2. RULES FOR THE VILLAGE CENTER: The following rules are for all residents and their guests using the Center.

- a) **The Village Center is available for your use daily from 7:00 a.m. until 9:00 p.m. with some exceptions.** When the pool is being cleaned, you will see a sign indicating that the pool area is closed for one-and-one half to two hours. Pool cleaning schedules will be posted for your convenience. Please check the monthly schedule for class times and pool operating hours for the month. Only class participants may use the exercise room or swimming pool when a class is being conducted.

- b) A registration book is in place at the entrance to the Center. You and each of your guests using the pool, spa, or exercise room **must register** the time of entry and departure, and you must remain with your guest(s) while they are in the Center.
- c) You and each guest using the Center must sign a waiver to relieve The Lodge at Eskaton Village Roseville, Eskaton Village Roseville Homeowners Association (hereinafter EVR HOA), Eskaton Properties, Inc., their agents, employees, officers, and directors, free and harmless from any claims of injury, including attorney's fees which may arise on account of your use of the EVR HOA Center, pool, spa, and/or exercise equipment. This form may be obtained at the Center or from the Receptionist in the Lodge. In the case of minors, an adult **must** be responsible for them and sign a waiver form to this effect. Executed waivers for residents and guests will remain on file and be maintained at the Lodge.
- d) Children age seven (7) and older, accompanied by a resident, may swim between the hours of 3:00 p.m. and 6:00 p.m. The resident is responsible for the safety and behavior of the child and must sign the waiver form.
- e) **No one under the age of sixteen is allowed in the exercise room or spa at any time.**
- f) Guests must be accompanied by the host resident(s). It is highly recommended that any resident using the pool or spa be accompanied by another adult (buddy system). If you swim alone, you accept the risk should you have an emergency.
- g) Adults and children must shower before entering the pool and/or spa. For your convenience, showers are located in the locker room.
- h) People with long hair must wear bathing caps in the pool.
- i) The following are **not allowed** at the pool side:
 - a. Smoking
 - b. Electrical appliances
 - c. Food, beverages, chewing gum, glass objects, bobby pins, and other small metal objects
- j) The following are **not allowed** in or around the pool:
 - a. Anyone having open skin lesions
 - b. Pets
 - c. Running
 - d. Diving, jumping, or falling into the pool
- k) You may bring liquid refreshments and snacks to drink or eat in the patio area. **To protect the safety of all, glass containers are prohibited in the pool area.**

- l) Pool temperatures will be adjusted to the season. Only personnel in charge of the pool are authorized to control the water temperature, which is maintained at approximately 82 degrees. Because there is a wide range of possible temperature settings for the spa, and the health conditions of our residents vary, we follow recommended guidelines for older adults. This means that the spa temperature settings run from 92 to 100 degrees. Proper bathing attire must be worn in the spa. If you have any questions, please contact the Fitness Director.
- m) You and your guests are encouraged to wear presentable cover-up attire to and from Patio Homes and in all common areas of Eskaton Village Roseville. When going to and from the Center, suggested clothing includes athletic attire, sweat suits, shorts and beach-type cover-ups over swimsuits.
- n) You and your guests are encouraged to utilize the lockers available to facilitate changing clothes when using the Center. Please supply your own towels for use in the pool/spa area.
- o) Pool furniture is of good quality and in sufficient quantity to meet your needs within reasonable limits. It is well maintained and attractively grouped. Maintenance and replacement cost will be minimized if you and your guests show reasonable care in their use.
- p) When using the exercise room, please wear proper attire including shoes and comfortable loose clothing (not swimsuits or sandals).

The foregoing rules are intended for the safety, pleasure, and comfort of you and your guests. Please use them as a guide for pool etiquette.

4. ENFORCEMENT

Monetary Penalties / Fines: To ensure compliance with the above mentioned rules, Owners may be fined not less than \$10.00 or more than \$50.00 per occurrence or continuation of violations. Fine amounts are to be set by the Board of Directors based on the merits of each violation and are not to exceed \$500.00. Owners may also be assessed for the cost of repairing damage they caused. Damage assessments are not limited.

Due Process Requirements: Before the Board imposes any monetary penalties or suspension of membership rights or Common Area use privileges not to exceed thirty (30) days for any one violation against any member for failure to comply with the Declaration of Covenants, Conditions and Restrictions (CC&Rs), the 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 15 days' prior written notice specifying the nature of the damage or violation, and stating the time and place the member will have an opportunity to be heard. Notice may be delivered personally or by mail. 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 will be given an opportunity to be heard, orally or in writing, by the Board. Members shall have the opportunity to present witnesses on the member's behalf and to question any witnesses that may testify against the member. After the hearing, the Board shall determine whether owner damage or a violation has occurred and, if so, may impose a "Special Assessment" which shall become effective not less than five (5) days after the date of the hearing, or the Board may take such other action as may be appropriate including suspension of voting rights or suspension of use privileges of the common area.

5. ADDITIONAL SERVICES

5-1. OFF-SITE TRANSPORTATION

Off-site transportation is available to you on a scheduled basis. The transportation schedule will have regular days for medical appointments, shopping trips, and recreational excursions. Please feel free to utilize the Village transportation services by filling out transportation request forms located in the Village Center or at the Lodge Reception Desk. These forms should be turned in to the Congierge at the Lodge. Transportation scheduling is on a first-come, first-served basis. We will do our best, but it is not always possible to guarantee all transportation requests. In order to help us to accommodate your needs, please submit a transportation request form as far in advance as possible.

Our transportation department will set aside a minimum number of seats on the bus for use by homeowners for medical appointments, shopping trips or other excursions. Should these seats not be reserved by homeowners 24 hours in advance, they will become available for use by either Lodge residents or homeowners on a first-come first-serve basis.

The cost for scheduled off-site transportation is \$12.00 per round trip. A limit of two family members per household may ride for that price. If two separate homeowners/residents leave from one of their homes, the cost is \$12.00 each. Most trips will be to scheduled locations. The maximum distance from the Village for this cost is 10 miles. If the Village transportation service is able to accommodate a longer trip, there will be an additional charge of \$1.00 per mile each direction. You will be asked to sign a charge slip for transportation with the driver, and Eskaton will send you a monthly statement.

When the driver takes you to your destination, he/she will give you a card with a phone number to call when you are ready to be picked up. This transportation service will not include any standby time or assistance once you depart the vehicle. It is presumed that Homeowners are independent and not in need of assistance.

The Village transportation department does **not provide emergency transportation**. In the event you do not have a life-threatening condition and do not require immediate medical attention, we will provide urgent transport depending on vehicle availability.

5.2. TAKE OUT OR HOME MEAL DELIVERY

Take out or home delivery of meals is available from the Lodge between the hours of 8:30 and 9:30 AM, 12:00 and 2:00 PM, and from 5:00 to 7:00 PM. Meals will be provided in disposable take-out containers. The cost for this service will be the meal price as listed below, a \$3.00 delivery charge for up to two meals and \$1.00 per additional meal to the same household. There will also be a nominal fee of \$.75 per meal to cover the disposable meal-packaging materials. Please call the Lodge Receptionist at least four hours in advance when requesting meals for pick-up or delivery.

Breakfast - \$ 5.00

Lunch - \$ 8.00

Dinner - \$12.00

Special occasion meal prices may vary. All prices are subject to change.

5.3. GIFT SHOP

The Gift Shop is located in the Lodge and offers pharmacy services as well as a quality selection of gift items, over-the-counter medications, stationery, postage stamps, and greeting cards for all occasions as well as other items. If you do not see what you need, please talk with the Gift Shop manager, who will be happy to try to make the item available for you.

5.4. BEAUTY SALON

The Lodge beauty salon is available for both men and women. The days and hours of operation and a list of services and prices are available from the Lodge Receptionist

5.5. FAX SERVICE

FAX service is available in the Lodge Business Office. The cost is \$1.00 for the first page (if out of the 916 area code, \$1.50 for first page) and \$1.00 for each additional page sent. There is a charge of \$1.00 for each page received. Copies can be made by the Business Office staff for a fee of \$.25 per page.

5.6. ADDITIONAL SERVICES

Other services that will be available when there is sufficient demand by Home owners/ Residents, are Housekeeping, Laundry and Handyman services.

Maintenance Services Provided to Homeowners at no additional cost

This list consists of supplemental services that will be provided on a priority basis determined by safety issues, time availability and technical capabilities of the maintenance staff.

- Respond to alert system
- First response on any safety related issues
- First response on any electrical or plumbing issues which could result in property damage
- Identify minor leaks in plumbing fixtures
- Plunge plugged toilets
- Replace smoke alarm batteries; resident provides batteries
- Replace air filters; resident provides filters
- Replace light bulbs; resident provides bulbs
- Reset and program heating and cooling thermostats
- Reset tripped electrical breakers, identify source of problem
- Reset GFIC breakers
- Reset garbage disposal breakers
- Trouble shoot minor household problems
- Relight pilot lights on water heaters
- Relight or turn off pilot lights on fireplaces
- Repair leaks on exterior plumbing
- Unplug rain gutters

Maintenance Services Provided to Village Center

- Provide daily cleaning service to Village Center
- Maintain swimming pool and spa to county standards
- Set up for events at the Village Center
- Clean up after events at the Village Center

Maintenance Services Provided to Exterior Common Areas

- Ensure that streets and street drains are clear of debris
- Replace street lamp bulbs and ballasts as needed
- Repair perimeter fence as needed
- Repair and adjust entrance gates as needed
- Respond to fallen trees or tree limbs
- Respond to nuisance bees, wasps and pests as needed
- Repair or replace back-flow prevention valves on landscaping system

Maintenance Services Available to Homeowners for a fee

- **Install ceiling fans**
- **Unpack deliveries**
- **Put together new furniture (desks, tables, etc.)**
- **Move furniture within the home**
- **Hang pictures**
- **Other handyman services as time and ability permit**

6. SUPPLEMENTAL PARKING RULES

Owners, residents and guests will find that parking restrictions are most critical near the designated fire lanes, visitor parking, and surrounding the Lodge. Due to the importance of keeping the fire lanes clear, the Homeowners Association will strictly enforce no parking zones in the these areas to ensure proper access and egress within the complex for emergency vehicles. Towing of vehicles may occur. Please advise your family members and guests of these parking rules.

6.1 DEFINITIONS

Automobile: A four-wheeled vehicle designed for passenger transportation to include a convertible, coupe, sedan, station wagon, SUV, van, and pickup truck.

Boat: A small vessel for travel on water.

Commercial Vehicle: A commercial vehicle is defined as any car or truck designed for the transportation of commercial parts or products or used in providing a commercial service.

Motorcycle: A two or three wheeled vehicle having one or two saddles.

Recreation Vehicle: A vehicle designed for recreational use such as camping. These vehicles include trailers and motor homes.

SUV: A Sport Utility Vehicle.

Trailer: A nonautomotive vehicle designed to be hauled by road as a vehicle for transporting something. Trailer types include: travel trailers, tent trailers, utility trailers, 5th Wheels, and boat trailers.

Vehicle: A means of carrying or transporting something. A vehicle is defined as an automobile, boat, motorcycle, recreation vehicle, SUV, or trailer.

6.2 RULES

1. All resident vehicles except as noted below must be parked and fully enclosed within the garage of the resident's property. One noncommercial automobile or one motorcycle may be parked in the driveway. The automobile or motorcycle may not exceed the length of the driveway and may not impede access along the sidewalk or protrude into the street or gutter. New residents will have up to 60 calendar days to utilize the garage for storage. After that period, the garage must be utilized for vehicle storage as specified.
2. Residents are not to park their vehicles in guest or lodge parking (unless visiting the lodge for meals, activities, business, etc.) or in the designated no parking areas to include fire lanes.
3. Residents of each unit/lot may park only two permitted vehicles on the property/lot. Additional vehicles belonging to the residents of the unit/lot must be parked outside of Eskaton Village Roseville.
4. Boats, trailers, campers, mobile homes, and other recreational vehicles are prohibited from long-term parking within the complex. Recreational vehicles may not be parked in the street, guest parking or driveways. No utilities will be made available for these vehicles.
5. Only those commercial vehicles used for deliveries or owned by maintenance vendors actively completing repairs to the buildings or to a specific unit may be parked in the common area. Commercial vehicles can be parked in guest parking spaces or in the driveway of the resident utilizing the service. No commercial vehicle may be parked on the premises overnight. There may be some exceptions for vehicles necessary for long-term maintenance.
6. Major vehicle repairs, rebuild/refurbishment, or construction are strictly prohibited on any part of the property, excluding the home's garage interior.
7. Vehicles may not be parked along designated fire lanes indicated with a red curb or signage, or in front of any fire hydrants. Because the designated no parking areas are to be available for use by emergency vehicles, any vehicle found parked may be immediately towed at the vehicles owner's expense without further warning.
8. Garages may not be converted to living spaces.

9. Designated guest parking spaces located within the common areas are reserved only for use by guests to the complex. Automobiles or motorcycles parked for more than 72 hours in the guest spaces will be given one warning ticket and may thereafter be towed from the premises without further warning. Guests may park their automobile or motorcycle in the driveway of the homeowner as long as no more than one automobile or one motorcycle is in the driveway at any given time.
10. Automobiles and motorcycles may not be "backed in" to the parking space as this causes damage to building exteriors and landscaping. The driver should properly drive forward into a parking space so that the buildings and landscaping are not exposed to the heat and fumes from vehicle exhaust.
11. All automobiles and motorcycles must be operable and must display proper DMV registration at all times. Vehicles that are registered with the DMV as "non operable" may only be stored within a garage.
12. **PARK AT YOUR OWN RISK!** The Association does not provide insurance or security services for vehicles parked in the common areas. Vehicle owners are responsible for any costs incurred due to damage, vandalism or theft of any vehicle parked within the association common areas.