



The Villas

*The Villas at Diamond Creek
Homeowners Association*

Rules & Regulations

**Amended
July 2012**

TABLE OF CONTENTS

PREFACE	4
THE VILLAS AT DIAMOND CREEK.....	4
GENERAL INFORMATION	5
COMMON AREA PROBLEMS	5
ANNUAL MEETINGS.....	5
REGULAR BOARD OF DIRECTOR MEETINGS	6
FINANCIAL AUDITS	6
INSURANCE INFORMATION.....	6
ASSESSMENT PAYMENTS AND COLLECTIONS	7
DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS.....	7
FIRE EMERGENCY EQUIPMENT	8
GENERAL RULES AND REGULATIONS	9
INTRODUCTION	9
CHANGES IN RULES AND REGULATIONS	9
OWNER COMPLIANCE	10
VIOLATIONS OF THE RULES AND REGULATIONS	10
ENFORCEMENT OF RULES	10
GOVERNING DOCUMENTS ENFORCEMENT POLICY	11
SCHEDULE OF FINES	11
STANDARD FINES.....	11
ALTERNATIVE DISPUTE RESOLUTION.....	11
OWNERS RESPONSIBILITIES	12
COMMON AREA	12
USE OF COMMON AREA.....	12
EXCLUSIVE USE OF COMMON AREAS	13
USE OF EXCLUSIVE USE COMMON AREAS.....	14
USE OF LIVING UNITS.....	14
DESTRUCTION OF PROPERTY - HOMEOWNERS LIABILITY	15
ENVIRONMENTAL CONTROL	15
RENTAL AND LEASE REQUIREMENTS	16
SWIMMING POOL AND SPA	17
FITNESS CENTER.....	19
CLUBHOUSE	20
RESPONSIBILITY FOR PETS.....	21
VEHICLE AND PARKING REGULATIONS.....	22
PASSENGER VEHICLES AND TRAFFIC.....	22
PARKING AND USE OF GARAGES	23
COMMERCIAL VEHICLES	24
TOWING.....	24
GARBAGE AND REFUSE DISPOSAL.....	24
ARCHITECTURE.....	25

LIVING UNITS	26
GARAGE	26
OUTSIDE ANTENNA AND SATELLITE DISH INSTALLATION.....	26
SIGN CONTROL	26
WINDOW COVERINGS.....	27
SUMMARY OF ARCHITECTURAL GUIDELINES.....	27
GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS	28

PREFACE

This handbook has been compiled by your Homeowners Association to outline the operating procedures of the Association and to provide other information about your Association's Common Areas. Living in a condominium can be a happy and rewarding experience, especially in as beautiful a community as:

THE VILLAS AT DIAMOND CREEK

The purpose of your Association is to protect, maintain and enhance the Association's property while making condominium living a pleasant experience for everyone. The Association concept is an ingenious device for engaging able people to manage the community's assets. The advantage of a planned development is that those with a vested interest in the community's welfare retain the authority, as well as the responsibility for maintaining the property. A planned development helps ensure that the original planning concepts and design that went into creating the community are preserved, protected, maintained and enhanced.

Each owner received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, Condominium Plan for the phase and the Articles of Incorporation for The Villas at Diamond Creek Homeowners Association. These are the governing documents along with the Rules and Regulations and Architectural Review Guidelines, which are periodically updated and distributed by your Board of Directors. Please become completely familiar with these publications, since they set forth in detail, the rights, duties and obligations of each owner.

These Rules and Regulations *supplement* the CC&Rs.

PLEASE READ THIS INFORMATION CAREFULLY AND BE CERTAIN THAT YOUR FAMILY, GUESTS AND TENANTS UNDERSTAND AND OBEY THE RULES AND REGULATIONS.

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

**The Villas at Diamond Creek Homeowners Association
c/o Landmark Limited LLC
1731 E. Roseville Pkwy, Suite 100
Roseville, California 95661
916/746-0011 * 800/280-1797 * FAX 916/746-0088
corporate@landmarklimited.net**

In order to maintain a responsible and successful community, the governing documents must be observed. They ensure the enjoyment of our community.

GENERAL INFORMATION

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all homeowners. Your cooperation is essential in order to accomplish these purposes, and common sense and consideration for your neighbors are the keys to its success.

**Each homeowner is a member of the
THE VILLAS AT DIAMOND CREEK HOMEOWNERS ASSOCIATION
And owner participation is both necessary and encouraged.
Residential responsibility, cooperation and action have many rewards.**

One is that the community continues to be a showcase long after all the homes are sold because the quality of the community is preserved, maintained and enhanced.

The Homeowners Association is governed by a Board of Directors, which meets regularly to make decisions pertaining to Common Area matters.

Common Areas within the community include all space not designated as an individual unit and include such areas as common landscaping, streets, medians, parkways, commonly owned fences and walls, driveways, sewer systems, recreational facilities and private storm drains. The responsibility of the Board is to protect, maintain and enhance all Common Area property.

COMMON AREA PROBLEMS

To report problems related to the Association's Common Area (such as landscaping, sewer, street problems, etc.) contact:

**The Villas at Diamond Creek Owners' Association
do Landmark Limited LLC
1731 E. Roseville Pkwy, Suite 100
Roseville, California 95661
916/746-0011 * 800/280-1797 * FAX 916/746-0088
corporate@landmarklimited.net**

ANNUAL MEETINGS

The Annual Meeting of the homeowners shall be held on the anniversary date of the first meeting.

PLEASE PLAN TO ATTEND THE ANNUAL MEETING OF MEMBERS

The voting ballot and notice of date, time and location of Annual Meetings of homeowners will be mailed to all homeowners of record prior to the meeting. In order to establish a quorum so that business can be conducted, it is imperative that the homeowners either attend in person or submit their Proxy.

REGULAR BOARD OF DIRECTOR MEETINGS

Meetings of the Board are held bi-monthly; however, such meetings may be conducted as infrequently as every six months, if the business to be transacted does not justify more frequent meetings.

Consultants have been employed to guide and assist the Board in fulfilling their responsibilities. Consultants are generally employed in the following areas:

- Legal
- Finance
- Insurance
- Building Maintenance
- Landscape Maintenance

During certain months of the year, each of the consultants will meet with the Board of Directors to review a particular topic to ensure that all Directors have a clear understanding of what needs to be done, and to ensure that the Association is operating well.

Homeowners will be notified of the date, time and location of all meetings of the Board and both homeowners and residents are encouraged to attend. With the exception of Executive Sessions, Regular and Special Meetings of the Board of Directors are open for **observation** to all homeowners. Homeowners who are not on the Board, however, may not participate in any deliberation or discussion unless so authorized by a majority of a quorum of the Board.

Homeowners may request the Board address a specific topic at their next meeting by submitting a letter (or e-mail) to the Board requesting the item of discussion be placed on the Agenda. The nature of all business to be considered in Executive Session shall first be announced in open session.

FINANCIAL AUDITS

An independent financial audit is prepared at the end of each fiscal year and is mailed to the homeowners of record upon completion.

INSURANCE INFORMATION

The Association complies with the Davis-Stirling Common Interest Development Act regarding the types of insurance it carries and will notice all owners regarding insurance coverage. All members will receive written notice of insurance coverage annually or if the Association's insurance coverage changes.

The Association carries property, general liability, and Directors and Officers liability insurance. Any Association member may upon request and payment of duplication charges obtain copies of those policies. Association members should consult with their individual insurance broker for appropriate additional coverage.

In the instance of Association caused peril, Association insurance covers the buildings, including interior walls, cabinets and fixtures located within the Residential units. Homeowners are solely responsible for insuring any improvements or upgrades within their unit, including floor and wall coverings, personal belonging, contents and personal liability.

ASSESSMENT PAYMENTS AND COLLECTIONS

Assessment payments are the life-blood of any Community Association. The Association simply cannot protect the value of the owners' property unless it has funds to maintain the project. The only significant source of funds for the Association is the monthly assessment paid by all owners (the Association receives a small amount of interest income, and occasional income from other sources, but it is nominal). If assessment payments are not made, the Association cannot function.

The assessments that you pay are not actually "income" to the Association. Instead, this money is essentially held in trust to maintain the project on your behalf. While the Board of Directors has some discretion regarding Association funds, law primarily regulates use of the funds. Basically, the Association is required to evaluate the Common Area items it is required to maintain and set aside money for each item in a "reserve" account. The reserve accounts are funded monthly, so that when it becomes necessary to perform maintenance such as painting, the funds are available. The Association has a professional consultant who reviews the Villas annually and makes recommendations for adjustments for inflation and other changes in costs.

Because assessments are so important, and since failure by any one owner to pay assessments is essentially paid by every other owner in the project, the Association has adopted a strict policy regarding assessment collection. In accordance with applicable laws, if you fail to pay your assessments, a lien may be filed against your property, your home may be sold in a foreclosure sale, you may be sued personally for the past due assessment, and your assets and wages may be attached to satisfy the debt. If you anticipate a delay in any assessment payment, notify the Association in advance by calling the Management Company. In addition, delinquent owners will be required to pay all costs of collection, including attorney fees.

DELINQUENCY POLICY REGARDING PAYMENT OF ASSESSMENTS

The following statement describes the Association's policies and practices in enforcing lien rights and other penalties for default in assessment payments as required by Civil Code Section 5650.

- **THE ASSOCIATION WILL SEND WRITTEN NOTICE WHEN ASSESSMENTS ARE DUE.**

- **IT IS THE ASSOCIATION'S STRICT POLICY TO RECOVER ALL COSTS OF COLLECTION FROM THE DELINQUENT OWNER.**
1. All regular assessments are due and payable in advance, in equal monthly installments. Regular assessments shall be due and payable on the first day of each calendar month. In the case of a special assessment, payment is due on the date specified by the Board of Directors.
 2. In most instances, regular and special assessments are delinquent if not paid within fifteen (15) days after the due date. The Association may impose late fees up to ten percent (10%) of the outstanding assessment, or \$10.00, whichever is greater.
 3. If assessment payments are not made within thirty (30) days after they have become due, the Association may impose interest charges on the outstanding assessment payments at the rate of up to ten percent (10%) per annum.
 4. The Association will refer all past due assessments to its attorney for collection. Collection activity may include the filing of a lien against the delinquent owner's property and conducting a foreclosure sale to recover the past due assessments. The Association may also file a lawsuit against the owner who is personally obligated to pay the delinquent assessment and may enforce the judgment to collect the past dues assessments by attaching wages, bank accounts, and other assets.
 5. If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled by law (Civil Code Section 5690) and by the Declaration of Covenants, Conditions and Restrictions to recover the amount in default, as well as late charges, interest, and reasonable costs of collection, including attorney fees. Fees and costs incurred, which are in addition to the outstanding assessments, will not be waived.
 6. Payments received on delinquent assessments will be applied to the owner's account as covered by law and Association policy.
 7. If you have any questions regarding this policy, or if you anticipate any difficulty paying your assessments, you should contact the Board of Directors, in writing, at the following address:

**The Villas at Diamond Creek Homeowners' Association
do Landmark Limited LLC
1731 E. Roseville Pkwy, Suite 100
Roseville, California 95661
916/746-0011 * 800/280-1797 * FAX 916/746-0088
corporate@landmarklimited.net**

FIRE EMERGENCY EQUIPMENT

Upon taking occupancy, YOU should set aside time to walk around and familiarize yourself with your condominium, the buildings and the community features. This will enable you to become more informed about the emergency equipment, gas, water, electrical devices and shut offs.

- Upon move-in and periodically thereafter, you should test your smoke detector to make certain it is in proper working order.

GENERAL RULES AND REGULATIONS

INTRODUCTION

The information contained herein is issued by the Board of Directors as authorized by the governing documents of the Homeowners Association. This is a supplement to the CC&Rs and Bylaws. In the event of any conflict between these Rules and Regulations and the aforementioned documents, the provisions of the CC&Rs and Bylaws shall prevail.

The Rules and Regulations are intended as a guide to the conduct and activities of all homeowners, tenants, residents and their guests. Each owner or resident living within the community and using the facilities is entitled to maximum pleasure without annoyance or interference from others.

The community property falls under the jurisdiction of the City of Roseville and all Ordinances and Codes apply. Each unit shall be used for Single-Family residential use. Conducting a business on the premises is forbidden.

CHANGES IN RULES AND REGULATIONS

The Board of Directors may, in accordance with the Bylaws, alter, amend, revoke or add to these Rules and Regulations for the preservation of safety and order within the community, for its care and cleanliness, and for the protection of the community's reputation. When notice of any such alteration, amendment, revocation or addition is given to any owner or resident it shall have the same force and effect as if originally made a part of the Rules and Regulations.

Homeowners, including absentee homeowners, are responsible for ensuring their tenants and guests abide by these Rules and Regulations.

**OWNERS MUST PROVIDE A COPY OF THESE
RULES AND REGULATIONS TO THEIR TENANTS.**

OWNER COMPLIANCE

Each owner, tenant or occupant of a condominium shall comply with the provisions of the CC&Rs, the Bylaws, the Rules and Regulations, decisions and resolutions of the Association as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover damages for sums due or for injunctive relief.

VIOLATIONS OF THE RULES AND REGULATIONS

It is the right and duty of each resident to report violations, in writing (or e-mail) to the Board of Directors via the Property Management Company. The Management Company following the policies established by the Board of Directors will bring indications of, or actual violations, to the attention of the owner and resident in writing. For failure to correct the violation, the owner could be subject to a special assessment. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the violation will be the responsibility of the owner and they will be billed.

Please read these Rules and Regulations carefully. If you unknowingly break any rule, and the Property Manager or Director brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

For corrective actions, any owner or resident through the Management Company may report violations in writing to the Board of Directors.

ENFORCEMENT OF RULES

One of the primary functions of the Association is to ensure that all owners and tenants observe the policies and procedures set forth in the Governing Documents, including these Rules and Regulations. The objective of enforcement of the Rules and Regulations is to preserve the value of the project, as well as to ensure that owners and tenants are treated fairly, and that everyone knows the enforcement procedure.

The Association will make an effort to identify violations of the Rules and will notify owners in writing if a violation is observed. Owners are encouraged to report any violations that are observed, since violations of the Rules ultimately become an expense to all owners. In the vast majority of cases, a simple reminder or courtesy notice is all that is necessary to resolve the violation.

In the unusual instance when a violation of the Rules cannot be easily resolved, the Association has adopted a strict policy of uniform, consistent enforcement of all violations that are brought to the Association's attention. Since violation enforcement is a cost that is borne by all of the owners in the project, the Association will make every effort to recover the costs of enforcement from the owner involved.

GOVERNING DOCUMENTS ENFORCEMENT POLICY

The following describes the enforcement procedures that will be followed in response to a violation of the Governing Documents. To guarantee that the Governing Documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement. It is the policy of the Association not to discriminate among owners.

1. If you are thought to be in violation of the Rules of the Association, the Board of Directors will send you a courtesy notice notifying you of the violation, and asking you to correct the problem within a certain number of days.
2. If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the Board of Directors will send a Final Notice, this time by certified mail, asking again that you correct the violation within ten (10) days.
3. If the violation is still not corrected within ten (10) days of the Final Notice, you will receive a notice from the Association asking you to appear before the Board of Directors in Executive Session. At his meeting, the Board has legal authorization to levy fines against the property account according to the fine schedule in the governing documents.

SCHEDULE OF FINES

The Board of Directors is authorized by the Declaration of Covenants, Conditions and Restrictions to impose monetary or use penalties for violations of The Villas Rules and Regulations. A copy of the CC&R's was provided to you in your Escrow Documents received and signed for at the close of escrow.

STANDARD FINES

- | | | |
|----|--|----------|
| 1. | FIRST FINE for any violation | \$100.00 |
| 2. | 2nd Fine for same violation within 15 months of first violation | \$200.00 |
| 3. | 3 rd Fine for same violation within 15 months of first violation | \$400.00 |
| 4. | Each additional violation for same violation within a 15 month period of the first violation | \$500.00 |

ALTERNATIVE DISPUTE RESOLUTION

In the event that it becomes necessary, the Association or any owner has the right to bring a lawsuit to enforce all restrictions, conditions, covenants, liens and charges in the CC&Rs, as well as these Rules. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.

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

If you have any questions regarding this policy you should contact the Association at the following address:

The Villas at Diamond Creek Owners' Association
c/o Landmark Limited LLC
1731 E. Roseville Pkwy, Suite 100
Roseville, California 95661
916/746-0011 * 800/280-1797 * FAX 916/746-0088
corporatelandmarklimited.net

OWNERS RESPONSIBILITIES

Each owner is responsible for the maintenance and repair of the interior of their living unit per the CC&Rs, including but not limited to:

1. Any stairway or stairs contained entirely within an Owner's garage space, which provides access for such Owner between its garage space and its Unit.
2. Fixed fire prevention, alarm or suppression system located in or servicing the Owner's Unit.
3. All interior wall surfaces, ceilings, floors and doors.
4. Air conditioning or heating appliance, compressor or similar device which is designated or assigned to such Owner's Unit and which services only such Owner's Unit.
5. The maintenance and repair of any and all elements associated with Owner's Unit. By way of example, certain elements appurtenant to a Unit may not be adjacent to the actual dwelling area, i.e. a carport. If the maintenance, repair or replacement of an element affects more than one Owner, the Association shall do the maintenance, repair and replacement and the Board of Directors shall reasonably apportion the costs.

COMMON AREA

The term "Common Area" as used in this section shall mean the portion of the Common Area that is the responsibility of the Association to maintain.

USE OF COMMON AREA

1. Except as otherwise provided in the CC&Rs, the Common Area shall be improved and used only for the following purposes:
 - a. Vehicle parking.
 - b. Affording vehicular passage and pedestrian movement within the Project, including access to the units.

- c. Recreational use by the homeowners, occupants of units, and their guests, subject to regulations adopted by the Board of Directors.
- d. Beautification of the Property and providing privacy to the residents of the Condominium property through landscaping, walls, fences and such other means as the Board of Directors shall deem appropriate.

No part of the Common Area shall be obstructed so as to interfere with its use for the purposes permitted.

No part of the Common Area shall be used for storage purposes without the prior written approval of the Board of Directors. No personal property (i.e. shoes, clothing, water bottles, furniture, etc.) may be left or stored in the Common Area outside of any residence. Potted plants outside entrance doors are acceptable provided they are attractive, in attractive containers (that are compatible with The Villas architecture and color palette), in limited numbers, in scale with the space and well maintained. Plants shall not obstruct pedestrian sidewalk traffic.

No part of the Common Area shall be used for any purpose or in any manner which shall cause any structure in the Project to be uninsurable against loss by fire or the perils of the extended coverage endorsement to the California Standard Fire Policy form or cause any policy or policies representing such insurance to be canceled or suspended or the company issuing the same to refuse renewal or which would result in any increase of the Association's insurance premiums.

The Villas Owners Association has the right and easement to enter onto the Common Area for purposes of inspecting and documenting the level of maintenance and physical condition of the Common Area.

Common Area equipment, i.e., time clocks, watering systems, etc., are to be adjusted and set by authorized personnel only, to avoid breakage.

Nothing in the Common Area, which is the maintenance responsibility of the Association, shall be altered, constructed or removed, except upon prior written consent of the Board of Directors.

THE VILLAS AT DIAMOND CREEK HOMEOWNERS' ASSOCIATION is not responsible for any items lost, stolen or damaged in the Common Area.

EXCLUSIVE USE OF COMMON AREAS

Each Exclusive Use Common Area (EUCA) i.e. patio or balcony shall be appurtenant to the living unit that the Exclusive Use Common Area is conveyed; and used only for the purposes set forth in the CC&Rs. The right to so use a EUCA shall be exercisable only by

the owner(s) of the living unit and/or said owner's tenants and license(s). Conveyance of a living unit shall affect conveyance of the EUCA and transfer of all rights to the vested owner of the living unit. Any license(s) shall be terminated upon such conveyance. No EUCA or any rights shall be transferred or conveyed apart from conveyance of the living unit. Each EUCA shall be deemed to be Common Area for all those purposes set forth in the CC&Rs.

USE OF EXCLUSIVE USE COMMON AREAS

1. In view of the importance of maintaining the operation of the drainage systems as originally designed and installed, no owner shall modify, impede or interrupt any drainage without the prior approval of the Architectural Review Committee (ARC).
2. Except as provided in the CC&Rs, nothing contained herein shall give any owner the right to paint, decorate, remodel or alter an EUCA or any other part of the Common Area or Association property without the prior written consent of the Board of Directors or Architectural Review Committee (ARC).
3. The Villas Owners Association has the right and easement to enter into EUCAs (patios and balconies) for the purpose of inspecting the condition of these area and performing maintenance or repair to building and structures.
4. No items of any type (including potted plants) may be placed on or over any ledge of a balcony.
5. Bird feeders may be used in a manner that does not result in an accumulation of messy or unsightly litter on fences or Common Areas or attract rodents.
6. Wind chimes may be used in a manner that does not disturb or annoy other residents.
7. Shade umbrellas on patios or balconies must blend with the earth tones of The Villas and should be of one of these solid colors: navy, forest green, and natural.

USE OF LIVING UNITS

Each living unit shall be improved, used and occupied for Single-Family residential use.

1. Single-Family means one or more persons each in relation to the other by blood, marriage, or legal adoption, or group of not more than three (3) persons not related, inclusive of their domestic servants, maintaining a common household Unit.
2. No business, commercial, manufacturing, mercantile, vending, occupation, profession, trade or other non-residential use shall be conducted within the Project. This does not preclude professional and administrative occupations without external evidence, as long as occupations

are in conformance with all applicable regulations and are merely incidental to the use of the Unit as a residence, and as long as it does not interfere with any other Owner's use and/or enjoyment of their Unit.

DESTRUCTION OF PROPERTY — HOMEOWNERS LIABILITY

1. The Owner of each Unit shall reimburse the Association for all damages to the Common Area or to any improvements (including but not limited to buildings, recreation facilities and landscaping) or to any wall or fence adjacent to the Common Area caused by such Owner, their guest or any occupant of the Owner's Unit.
2. Each owner shall be responsible for the actions of their tenants, guests, lessees and all occupants of the condominium, for compliance with the provisions of the CC&Rs, Articles of Incorporation, Bylaws and Rules and Regulations of the Board of Directors.

ENVIRONMENTAL CONTROL

1. Please be considerate of those living close to you and keep noise levels as low as possible. Excessive noise making, running, horseplay, etc. are prohibited.
2. It is the responsibility of residents to see that their household members or guests do not unnecessarily disturb other residents. Common Areas are not to be used for skating, skateboarding, bicycling or games in general or activities (as determined by the Board of Directors) that generate noise that can easily be heard within residences. Non-obtrusive commercial services, such as carpet cleaning or carpet laying may be performed from 8:30 a.m. to 8:30 p.m. during weekdays and from 9:00 a.m. to 7:00 p.m. on Saturday. Loud commercial and/or construction services may be performed 8:30 a.m. to 6:00 p.m. during weekdays and from 9:00 a.m. to 6:00 p.m. on Saturday.
3. Radios, stereos, televisions, musical instruments, party activities, repeated false alarms from car alarms and other noise sources must be restricted at all times to a level that is not disturbing to other residents, as determined by the Board of Directors. Any activity, which constitutes disturbing the peace or creating a public nuisance, as determined by the Board of Directors, is prohibited.
4. No clothing, household fabrics or other unsightly articles shall be hung, dried or aired on any portion of the property, including the interior of any Unit, so as to be visible from other residences, Common Area or public areas.
5. No charcoal barbecue units are allowed on patios or balconies. Propane and electric units may be used.
6. No person(s) shall discharge into the Association's sewer system or storm drain any toxic or noxious matter as to be detrimental to or endanger the

public's health, safety or welfare. The owner or resident is liable under state and federal law for clean-up and/or for damage to neighboring property as a result of such activity.

7. No odorous matter shall be emitted upon or about the community in such quantity as to be readily detectable outside the boundaries of the space within which such odor was generated.
8. Residents shall not use balconies, patios or windows to enter or exit their condominium, except in emergencies.
9. No power equipment, hobby shops or car maintenance (other than emergency work or car cleaning) shall be permitted in the community (the Common Areas outside of the garage), except with prior written approval of the Board of Directors and subject to the requirements of the City's Zoning Ordinances.
10. No wearing apparel, garments, linens, towels, laundry, or equipment shall be kept or maintained on a patio or deck.

RENTAL AND LEASE REQUIREMENTS

1. Each owner shall have the right to lease their living unit, provided that such lease is in writing and a copy is provided to the Association.
2. No short-term rentals of less than thirty (30) days shall be allowed. No condominium shall be divided or conveyed upon any form of time increment basis, commonly referred to as "timesharing".
3. No lease shall relieve the Owner from the obligation to pay assessments in accordance with the CC&Rs.
4. Owners, NOT TENANTS, are responsible to the Association for the proper repair and maintenance of the condominiums and patios or balconies.
5. The tenant lease shall state the tenant is bound by and obligated to the provisions of the CC&Rs, the Bylaws, and the Rules and Regulations of the Board, and failure to comply with the provisions of these governing documents shall be a default under the lease. ***It is the responsibility of each owner*** to provide tenants with copies of The Villas at Diamond Creek Homeowners Association Rules and Regulations and to counsel tenants regarding compliance to these documents. **The owner shall, at all times, be responsible for their tenant's or lessee's compliance with all of the provisions of these regulations pursuant to the occupancy and use of the condominium.**
6. Owners are held responsible for the actions and behavior of their tenants and guests and are financially liable for damage to the Common Area and equipment, and for violations of the Rules and Regulations.
7. **Owners must notify the Management Company of the rental or lease of their condominium by providing the tenant's name, phone number and a copy of the signed rental or lease agreement.**

SWIMMING POOL AND SPA

The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. Members shall invite no more than two (2) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household. The owners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Owners transfer all rights to use of recreational facilities when tenants occupy their unit.

Swimming Pool and Spa Hours

7:00 a.m. to 10:00 p.m.

- **THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF LIFEGUARD OR SUPERVISORY SERVICE.**
 - **ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY.**
 - **THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.**
 - **LIFE SAVING EQUIPMENT IS FOR EMERGENCY USE ONLY**
1. Guests must be accompanied by a resident at all times when using the facilities. Members shall invite no more than two (2) guests per household (a "Guest" is any person using the common areas as an invitee of any member or resident).
 2. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited, including running, pushing, cannon balling, splashing or boisterous behaviors in the pool or spa areas. Radio volumes and voices should be kept at a minimum level.
 3. No glass of any kind will be permitted within the pool or spa confines. Plates, drinking glasses or other such items must be unbreakable. This includes lotion bottles or drink containers. **POSSESSION OF GLASS AT A POOL IS SUBJECT TO VIOLATION NOTICE AND EXPULSION FROM THE RECREATION AREA.**
 4. No food is permitted in the pool or spa. This includes sitting on the edge of the pool or spa with food in hand.
 5. Any and all trash or waste is to be deposited in the receptacles provided. Please dispose of all waste items appropriately.
 6. Usual and customary swimming attire is required when in the pool area.

No street wear is permitted.

7. Individuals or groups must NOT occupy the pool or spa or adjoining areas to the effective exclusion of others.
8. Because of the danger it presents to the equipment, no styrofoam object, inflatable toys, sports equipment, hair pins or clips are to be used or worn in the pools or spa, except for water safety devices.
9. Towels, clothing, etc. must be removed from the pool and spa area when exiting.
10. POOL/CLUB PASSES are supplied when residents register with the Association. Replacements are \$50.00 and can be obtained from the Management Company.
11. It is the responsibility of each resident to ensure that children under the age of fourteen (14) are at all times under the direct supervision of a designated responsible adult (18 years of age or older) while in the pool and spa areas. Children will adhere to the same standard of behavior as an adult. **CHILDREN UNDER THE AGE OF FOURTEEN (14) ARE NOT ALLOWED IN THE SPA WITHOUT AN ADULT PRESENT.**
12. Throwing non-floating items, such as rocks, marbles, coins and the like into the pool or spa is prohibited.
13. Animals are NOT allowed in the pool or spa areas at any time, except registered personal service dogs.
14. Persons with open wounds, skin disease, sore or inflamed, nasal or ear discharges, or any communicable disease are not permitted in the pool or spa.
15. Persons using suntan lotion may not enter the pool or spa unless they remove excess lotion oil in the showering unit prior to entering the pool.
16. Adjustment of any control regulating the pool or spa, lights or other common service is PROHIBITED. Upon arrival of the pool or spa maintenance crew, those present are asked to temporarily vacate the pool or spa areas until cleaning is completed.
17. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pools or spa. Persons observed doing so will be charged for all costs associated with the draining, cleaning, refilling and other costs incurred due to pool or spa damage.
18. All posted regulations must be obeyed. Anyone not abiding by the above rules may be asked to leave the pool or spa areas by any Board member, Landmark Limited Management Company staff member or designated representative of the Association.

**WARNING: SPA TIME EXCEEDING FIFTEEN (15) MINUTES
COULD BE HAZARDOUS TO YOUR HEALTH.**

FITNESS CENTER

**Fitness Center Hours
DAILY - 5:00 a.m. to 10:00 p.m.**

The Fitness Center at The Villas at Diamond Creek is for the exclusive use of its owners, residents and their guests. Owners or residents **MUST** accompany their guests to the Fitness Center, even if the owner will not be using the equipment. Members shall invite no more than two (2) guests per household (a "Guest" is any person using the common areas as an invitee of any member or resident). Management may ask to see any person's ID tag to confirm they are residents or guests in the complex.

1. Children under the age of 14 must be under the direct supervision of a designated responsible adult (18 years of age or older) when using the fitness equipment.
2. Glass containers are not permitted in the Fitness Center at any time.
3. Radios and/or cassette players are permitted. However, please be considerate of the noise level when others are working out at the same time.
4. Dropping the weights is not permitted; this could cause damage to the machines, and is very loud and annoying to others. Any relocation of the fitness equipment is prohibited.
5. No pets or other animals, excepting registered personal service dogs, are permitted in the Fitness Center at any time.
6. Please bring a towel at all times when using the fitness equipment. For health and sanitary reasons, anyone using the fitness equipment must wipe down the equipment after each use.
7. Please try to **keep the doors to the Fitness Center closed at all times.** If it is necessary to open the doors, please make certain that all doors are closed and locked prior to leaving the room. Please switch off the lights when you leave the facility.
8. If there are others waiting to use the equipment, consider taking turns. Please be courteous and considerate to others while using the fitness equipment.

SMOKING IS PROHIBITED
AT ALL TIMES IN THE FITNESS CENTER.

CLUBHOUSE

The Clubhouse is for the exclusive use of owners and residents at The Villas at Diamond Creek. Members shall invite no more than two (2) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household.

1. The contents and furnishings of the Clubhouse are Common Area property, so please take care of all the equipment and report any damage or breakage to the Management Company.
2. Owners are responsible for the actions of guests and tenants. Be courteous and respectful of the condition in which you leave the clubhouse.
3. All applicable state, county and local laws and ordinances must be obeyed.
4. An adult must accompany any person under the age of 18.
5. No pets are allowed in the Clubhouse except registered personal service dogs.
6. Posting of signs or notices is not permitted.
7. No general invitation parties may be held in the Clubhouse.
8. If music is included in any function held in the Clubhouse, it must not create a nuisance to any resident.
9. The Clubhouse may not be used for any commercial, religious or partisan political activities. Gambling or other illegal activities are not permitted.
10. The owner or resident is held responsible for the proper conduct of his/her guests.
11. The owner is liable for any damage caused and is bound by the Rules and Regulations of the Board of Directors.
12. In case of continued or flagrant violations, the Board of Directors may impose monetary penalties, suspend use of the facilities and seek legal remedies in the courts at the owner's expense.

13. **CLUBHOUSE RENTAL** — The Clubhouse may be rented for functions by Residents. All sections of the Clubhouse Rental Agreement must be completed and approved by the Board of Directors at a regularly scheduled Board meeting prior to function. The Rental Fee is \$50.00 for one full day (8:00 a.m. to 10:00 p.m. including clean up time). A \$250.00 deposit is required and the cost of any additional cleanup will be deducted from the deposit before a refund is issued. Up to 75 guests may be present. **RENTAL FEE AND DEPOSIT ARE REQUIRED ON SEPARATE CHECKS TWO (2) WEEKS PRIOR TO RENTAL DATE.**

**SMOKING IS PROHIBITED AT ALL TIMES
I N T H E C L U B H O U S E**

RESPONSIBILITY FOR PETS

Usual and ordinary domestic household pets may be kept by the owner or tenant provided they are not kept, bred or maintained for any commercial purpose and are kept under control at all times.

1. No more than one (1) domestic dog (not exceeding forty (40) pounds in weight or eighteen (18) inches in height) may be kept in the unit.
2. No more than two (2) domestic cats or two (2) domesticated birds or aquatic animals kept within an aquarium may be kept by the owner/tenant.
3. ALL PETS must be registered on the appropriate forms provided by the Management Company. All required licenses, vaccinations and nametags must be current. Loose, unattended pets without a name tag will be reported to the Animal Control Department for pickup.
4. All dogs and cats must be on a leash at all times. A person capable of controlling the pet at all times when in the Common Areas must restrain all pets on a leash.
5. Under no circumstances may pets be allowed to run free or be tied up to any trees, stakes, any exterior building structures or balconies of a condominium.
6. Residents, who are disturbed by any loose and/or unattended animals that threaten others, make excessive noise, and/or cause a disturbance, are urged to first contact the owner. If unsuccessful, report such disturbance in writing, as soon as possible, to the Management Company or to the Animal Control Department, providing breed, color, time and location of occurrence and the owner's name and address, if known.

7. The Board of Directors at The Villas Owners Association has the right to control and have removed any pet that becomes a nuisance.
8. Owners/Tenants with pets are responsible for personal injury or property damage caused by their pets and they are responsible to clean up after all pets at all times.
9. Pets of any kind are not permitted in the recreation areas at any time, except registered personal service dogs.

VEHICLE AND PARKING REGULATIONS

Parking is very important at The Villas at Diamond Creek Homeowners Association. Each Unit is provided parking in garages, carports or open space. Residents are permitted to park only in their designated parking space. All resident vehicles must be registered with the office and have the Association Parking Permits in plain view. All extra parking spaces on the property are unassigned and are to be used for guest parking.

PASSENGER VEHICLES AND TRAFFIC

1. The California vehicle code is applicable in its entirety to all vehicles, streets, driveways, and parking areas in the project. Violation of any Vehicle Code section shall be considered a violation of these Rules.
2. No vehicle shall be operated in an unsafe manner.
3. Pedestrians always have the right of way. Please yield to pedestrians, children at play, etc.
4. No motor homes, travel trailers, camper vans, boats, commercial-type vehicles, aircraft, any vehicle defined or described in the applicable provisions of the CC&Rs or any vehicle or vehicular equipment deemed a nuisance by the Board of Directors shall be parked, stored or kept within the project unless specifically authorized in writing by the Board of Directors.
5. The careless or reckless operation of any vehicle in the project is strictly forbidden. Individuals who are responsible for damage resulting from the operation of any vehicle must fully reimburse the party suffering the damage, including reimbursement to the Association for any damage to the Common Area.
6. Unlicensed vehicles may not be operated, parked, or stored anywhere on the project.
7. Vehicles that are unusually loud must be operated at low engine speeds.
8. Residents may not park in spaces reserved for visitor parking. Violating vehicles may receive a courtesy warning and thereafter are subject to towing at the owner's expense without additional warning.

9. Street parking is not available to visitors at The Villas. Because visitor parking is the property of The Villas at Diamond Creek Homeowners Association, complaints about visitor parking abuses by routine guests may be dealt with as a parking or nuisance violation. The Board of Directors asks for the cooperation of residents in respecting the spirit and availability of visitor parking. A guest or visitor will be considered frequent or long term if they visit a resident at The Villas ten (10) or more consecutive or non-consecutive days within any month. This applies to any part of a day or night, not just overnight visitors.

All frequent or long-term guests at the Villas must have a permanent parking space for your vehicle. Abuses of this rule by any guest will be considered a nuisance and the vehicle will be TOWED WITHOUT WARNING. All residents are responsible to ensure that guest parking rules are enforced and obeyed at all time.

10. Pickup trucks must have items stored in the bed of the truck covered by a tarp. There must be no items hanging from racks on or in the truck.

PARKING AND USE OF GARAGES

Owners/Tenants must use their assigned garage or carport to park their vehicles.

1. Only one vehicle is permitted in any one space, no tandem parking is allowed. No vehicle shall occupy more than one parking space. Backing into parking spaces is prohibited.
2. No parking or stopping for any reason is permitted in the fire zones. **A vehicle parked in a fire zone is subject to IMMEDIATE TOWING with no prior notice.**
3. No automobile or other vehicle may be dismantled, repaired or serviced in the project except within an enclosed garage and provided that such repair work is not undertaken as a business and is not creating a nuisance to others. Residents may perform emergency repairs outside of the garage area only as may be necessary to move the vehicle. Emergency repairs shall not include ordinary maintenance such as oil changing, etc.
4. Each authorized vehicle that is owned or operated within the project shall be parked in the garage or carport of that owner to the maximum extent of the space available for parking. **That is, garages may not be used for storage if the storage reduces the total capacity of the parking area.**
5. No vehicle shall be parked in a manner which blocks the approach to any Unit within the project or which blocks or obstructs any part of any sidewalk or any parking space occupied by another vehicle. Such vehicles shall be towed without notice per Vehicular Code Section 22658.5.
6. No garage doors shall be used, changed, converted or altered in any manner that prevents the storage of the resident's vehicle. No garage may be converted for any use other than a garage for vehicles.

7. Vehicles shall only be parked on paved parking areas. Any vehicle parked partially or entirely on any non-paved surface or in an unauthorized or non-designated location may be towed without notice at the owner's expense.

COMMERCIAL VEHICLES

Commercial vehicles are prohibited in the project, unless they are conducting business in the project such as making deliveries.

1. Owners/Tenants who drive "company" cars are exempt in most cases.
2. If the use of a "company" truck or other large vehicle is required, please contact the Management Company to make arrangements to accommodate your vehicle.

TOWING

Only rarely will the Association be required to tow a vehicle from the project. Towing is certainly a last resort. In the event that it becomes necessary, a vehicle may be towed if any one of the following circumstances exists:

The vehicle:

1. Lacks an engine, transmission, wheels, tires, doors, windshield, or any other part or equipment necessary to operate safely.
2. Twenty-four (24) hours has elapsed since the City Police or County Sheriff has been notified.
3. The vehicle is parked in a marked fire lane.
4. The vehicle is parked within fifteen (15) feet of a fire hydrant.
5. The vehicle is parked in a handicapped space without proper authority.
6. The vehicle is parked in a way that interferes with any entrance to or exit from the property, any parking space occupied by another vehicle, any separate interest, or which impedes the normal flow of traffic.
7. Residents who park in guest parking are subject to immediate towing.

GARBAGE AND REFUSE DISPOSAL

Trash, garbage, rubbish and other waste shall be deposited in designated Common Area receptacles.

1. Residents must be certain all garbage and refuse is disposed of properly in the garbage dumpsters. If garbage is found consistently outside

the containers, it will be searched for owner identity and owners will be called before the Board of Directors in Executive Session and fines levied according to the standard fine schedule. The fines will be in addition to charges assessed on the owner for clean up service required.

2. **BOXES OF ANY SIZE MUST BE FLATTENED AND PLACED IN THE GARBAGE DUMPSTERS.** All garbage bags should be secured when disposing in the trash dumpsters. In the event of damage to bags while resident is in process of disposing, the resident is responsible for cleaning up all their own trash spilled on any Common Area. The resident is responsible for disposing of all trash properly.
3. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate in or around any unit which will render such living area unsanitary, unsightly, offensive or detrimental to any other Unit in the vicinity thereof or its occupants.
4. Oversized items should not be left in the Common Area. These items are the resident's sole responsibility to remove from the premises and dispose of at their own expense.

**OWNER'S UNITS WILL BE CHARGED FOR ANY
CLEAN-UP SERVICES PROVIDED BY THE ASSOCIATION.**

ARCHITECTURE

Owners are responsible for keeping their deeded living unit in good repair.

1. Nothing shall be done in a Living Unit or in the Common Area that would or could impair the structural integrity of any building without the review and final decision in writing from the Board of Directors.
2. No spas, hot tubs, Jacuzzis, wading pools or other similar water facilities or features may be installed in or on any Exclusive Use Common Area without the prior written approval from the Board of Directors.
3. No basketball standards or fixed sport apparatus shall be attached to any living unit or EUCA without prior written approval from the Board of Directors.
4. No waterbeds or water furniture is permitted in a Living Unit.

LIVING UNITS

1. Each owner shall have the right, at his sole cost and expense, to maintain, repair, paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceiling, floors and doors in or bounding the Unit. Floors of the Unit must be covered by carpeting

over pad having a thickness of at least one-half (1/2) inch. The kitchen, bathroom(s), utility room and/or entry hall may be covered by floor tile in lieu of carpeting.

2. No exterior clothesline shall be erected or maintained within the project and no exterior drying or laundering of clothes within any EUCA is allowed.
3. No patio, balcony or deck may be enclosed without the prior written consent of the Board of Directors.

GARAGE

1. Each owner shall park his motor vehicles in the garage portion of his Living Unit, which shall be maintained and kept available for the parking of vehicles at all times.
2. Garages shall be used for parking automobiles only and shall not be converted for living or recreational activities.
3. Doors to garages shall be kept closed at all times except for entering or exiting of vehicles.
4. Garage and yard sales are not permitted.

OUTSIDE ANTENNA AND SATELLITE DISH INSTALLATION

The Association adopts these rules governing installation, maintenance, and use of satellite dishes in the best interest of the Development which are consistent with The Villas at Diamond Creek Homeowners Association Rules and Regulations:

1. Satellite Dishes are **not** allowed on the Common Area (other than Exclusive Use Common Area), which means that the satellite dishes are not allowed on the buildings or the grounds, other than the Exclusive Use Common Area. The Villas at Diamond Creek has ruled that if a satellite dish extends over the Common Area, then it is deemed to be on the Common Area. For example, satellite dishes are not allowed to be mounted on the buildings or roof eaves.
2. The minimum setback from the location of the satellite dish to the Owner's Exclusive Use Common Area property line must equal (or exceed) the heights of the satellite dish (from the top of the dish to the base) in order to ensure that if the satellite dish falls, it will be wholly contained within the Owner's Exclusive Use Common Area.

SIGN CONTROL

No signs other than one sign of customary and reasonable dimensions advertising a unit for sale or lease shall be erected or displayed.

1. No sign will be displayed in any living unit that is visible from the Common Area without the prior written permission of the Board of Directors (California Civil Code, Sections 4710).
2. All signs must conform to applicable governmental ordinances.
3. No signs shall be erected or displayed on the Common Area except signs placed by authority of the Board of Directors.
4. One (1) security company sign on a stake is permitted per unit.
5. Stickers of any kind are prohibited on the painted exterior surfaces of the building, including the garage door and front door.
6. One (1) security company sticker, nonpermanent, is permitted to be placed on the inside surface of a window.

WINDOW COVERINGS

All window coverings (including temporary window coverings) shall be harmonious with and not conflict with the color scheme of the exterior wall surfaces of the Living Unit.

1. No foil or other reflective materials, bed sheets, newspaper or other non-standard materials shall be used for any temporary or permanent window coverings.
2. Owners/Tenants shall not apply any film, tinting or other application directly onto any window without Architectural Review Committee (ARC) approval. Owners should be aware that tinting of windows may cause damage and will automatically void the manufacturer's warranty.
3. Screens must be kept on windows and patio or balcony doors at all times and must be kept in good condition.

SUMMARY OF ARCHITECTURAL GUIDELINES

The Board of Directors will strive to preserve the highest standards and quality of life for each resident within the community. All proposed improvements and modifications to the interior of any living unit must comply with all Association documents and be submitted to the Board of Directors, in writing, on forms available from the Management Company.

1. No improvement or alteration shall be installed or constructed within the project by an owner or tenant until the plans and specifications showing nature, design, kind, shape, height, width, color, materials and location have been submitted to and approved in writing by the Board of Directors

or the Architectural Review Committee (ARC).

2. In the event that the Board of Directors deems it necessary to consult with outside specialists necessary to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay whatever costs are incurred for the consultation. No cost will be incurred, however, without the owner's consent.
3. It shall be the responsibility of the applicant to ensure that modifications are consistent with the applicable Building Code requirements. No improvements will be permitted that could impair the structural integrity or mechanical systems or lessen the support of any portion of the living unit or Common Area.
4. The Board of Directors may at any time appoint an Architectural Review Committee to act on its behalf in all matters concerning owner improvements, and from time to time, adopt, amend and repeal, by majority vote, Rules and Regulations to be known as Architectural Review guidelines.
5. Any application, which does not contain all of the information required in the Home Improvement or Architectural Application, or otherwise fails to contain required materials, would not be considered submitted.
6. The Board of Directors or Architectural Review Committee shall act upon a request after an owner's proper application has been submitted.
7. For further information and forms, please contact the Management Company.

GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS

The Architectural Review Committee strives to preserve the highest standard and quality of life for each owner within The Villas at Diamond Creek Homeowners Association. Architectural approval must be given for structural changes prior to the start of any work.

To hasten the approval process, please follow these guidelines:

1. Please complete a description of the proposed changes on the Home Improvement Application.
2. Include plans, to scale, that show: Location of improvement to Unit, complete dimensions of changes proposed, description of materials and color scheme.
3. Please submit the following:

- Completed HOME IMPROVEMENT APPLICATION form.
- Two (2) sets of plans.
- Mail or fax to:

**The Villas at Diamond Creek Homeowners Association
c/o Landmark Limited, LLC
1731 E. Roseville Pkwy, Suite 100 Roseville,
California 95661 FAX 916/746-0088
corporate@landmarklimited.net**

Landmark Limited will confirm the receipt of your plans. The plans will be reviewed and you will receive a written notice of the decision of the Architectural Review Committee. Please note it may take up to forty five (45) days for the Architectural Review Committee process. The Association therefore encourages applicants to begin this process before the work is scheduled.



The Villas

*The Villas at Diamond Creek
Homeowners Association*

**POOL AND PARK
Rules & Regulations**

The Villas at Diamond Creek
Homeowners Association
SWIMMING POOL AND SPA

The recreational areas are primarily for the use and enjoyment of the residents. The use of these facilities by a guest is a privilege. Members shall invite no more than two (2) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household. The owners are held responsible, both financially and personally, for any damage or misconduct attributable to their tenants and guests. Owners transfer all rights to use of recreational facilities when tenants occupy their unit.

Swimming Pool and Spa Hours
7:00 a.m. to 10:00 p.m.

- **THE ASSOCIATION DOES NOT PROVIDE ANY TYPE OF LIFEGUARD OR SUPERVISORY SERVICE.**
 - **ANYONE USING THE RECREATIONAL FACILITIES SHALL DO SO AT THEIR OWN RISK AND RESPONSIBILITY.**
 - **THE ASSOCIATION DOES NOT ASSUME ANY LIABILITY IN THIS REGARD.**
 - **LIFE SAVING EQUIPMENT IS FOR EMERGENCY USE ONLY**
1. Guests must be accompanied by a resident at all times when using the facilities. Members shall invite no more than two (2) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household.
 2. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited, including running, pushing, cannon balls, splashing or boisterous behaviors in the pool or spa areas. Radio volumes and voices should be kept at a minimum level.
 3. No glass of any kind will be permitted within the pool or spa confines.

Plates, drinking glasses or other such items must be unbreakable. This includes lotion bottles or drink containers. **POSSESSION OF GLASS AT A POOL IS SUBJECT TO VIOLATION NOTICE AND EXPULSION.**

4. No food is permitted in the pool or spa. This includes sitting on the edge of the pool or spa with food in hand.
5. Any and all trash or waste is to be deposited in the receptacles provided. Please dispose of all waste items appropriately.
6. Usual and customary swimming attire is required. No street wear is permitted.
7. Individuals or groups must **NOT** occupy the pool or spa or adjoining areas to the effective exclusion of others.
8. Because of the danger it presents to the equipment, no styrofoam object, inflatable toys, sports equipment, hair pins or clips are to be used or worn in the pools or spa, except for water safety devices.
9. Towels, clothing, etc. must be removed from the pool and spa area when exiting.
10. Replacement keys are \$50.00 and can be obtained from the Management Company.
11. It is the responsibility of each resident to ensure that individuals under the age of fourteen (14) are at all times under the direct supervision of a designated responsible adult (18 years of age or older) while in the pool and spa areas. Children will adhere to the same standard of behavior as an adult. **INDIVIDUALS UNDER THE AGE OF FOURTEEN (14) ARE NOT ALLOWED IN THE SPA WITHOUT AN ADULT PRESENT.**
12. Throwing non-floating items, such as rocks, marbles, coins and the like into the pool or spa is prohibited.
13. Animals are **NOT** allowed in the pool or spa areas at any time, except registered guide dogs.
14. Persons with open wounds, skin disease, sore or inflamed, nasal or ear discharges, or any communicable disease are not permitted in the pool or spa.
15. Persons using suntan lotion may not enter the pool or spa unless they remove excess lotion oil in the showering unit prior to entering the pool.
16. Adjustment of any control regulating the pool or spa, lights or other common service is **PROHIBITED**. Upon arrival of the pool or spa maintenance crew, those present are asked to temporarily vacate the pool or spa areas until cleaning is completed.
17. Absolutely no foreign substances such as bubble bath, soap, beer, etc. may be added to the pools or spa. Persons observed doing so will be

assessed for the draining, cleaning, refilling and other costs incurred due to pool or spa damage.

18. All posted regulations must be obeyed. Anyone not abiding by the above rules may be asked to leave the pool or spa areas by any Board member, Landmark Limited Management Company staff member or designated representative of the Association.

FITNESS CENTER

Fitness Center Hours DAILY - 5:00 a.m. to 10:00 p.m.

The Fitness Center at The Villas at Diamond Creek is for the exclusive use of its owners, residents and their guests. Owners or residents **MUST** accompany their guests to the Fitness Center, even if the owner will not be using the equipment. Members shall invite no more than two (2) guests (a "Guest" is any person using the common areas as an invitee of any member or resident) per household. Management may ask to see someone else's ID tag to confirm they are residents or guests in the complex.

1. Children under the age of 14 must be under the direct supervision of a designated responsible adult (18 years of age or older) when using the fitness equipment.
2. Glass containers are not permitted in the Fitness Center at any time.
3. Radios and/or boom boxes are permitted. However, please be considerate of the noise level when others are working out at the same time.
4. Dropping the weights is not permitted; this could cause damage to the machines, and is very loud and annoying to others. Any relocation of the fitness equipment is prohibited.
5. No pets or other animals, excepting registered personal service dogs, are permitted in the Fitness Center at any time.
6. Please bring a towel at all times when using the fitness equipment. For health and sanitary reasons, anyone using the fitness equipment must wipe down the equipment after each use.
7. Please try to **keep the doors to the Fitness Center closed at all times.** If it is necessary to open the doors, please make certain that all doors are closed and locked prior to leaving the room. Please switch off the lights when you leave the facility.
8. If there are others waiting to use the equipment, consider taking turns. Please be courteous and considerate to others while using the fitness

equipment.

SMOKING IS PROHIBITED AT ALL TIMES

IN THE FITNESS CENTER

CLUBHOUSE

The Clubhouse is for the exclusive use of owners and residents at The Villas at Diamond Creek. Members shall invite no more than the allotted number of people on the clubhouse rental application.

1. The contents and furnishings of the Clubhouse are Common Area property, so please take care of all the equipment and furniture. Immediately report any damage or breakage to the Management Company.
2. Owners are responsible for the actions of guests and tenants. Be courteous and respectful of the condition in which you leave the clubhouse.
3. All applicable state, county and local laws and ordinances must be obeyed.
4. An adult must accompany any person under the age of 18.
5. No pets are allowed in the Clubhouse except registered personal service dogs.
6. Posting of signs or notices is not permitted.
7. No general invitation parties may be held in the Clubhouse.
8. If music is included in any function held in the Clubhouse, it must not create a nuisance to any resident.
9. The Clubhouse may not be used for any commercial, religious or partisan political activities. Gambling or other illegal activities are not permitted.
10. The owner or resident is held responsible for the proper conduct of his/her guests.
11. The owner is liable for any damage caused and is bound by the Rules and Regulations of the Board of Directors.
12. In case of continued or flagrant violations, the Board of Directors may impose monetary penalties, suspend use of the facilities and seek legal remedies in court at the owner's expense.

SMOKING IS PROHIBITED AT ALL TIMES IN THE CLUBHOUSE.