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Rule 1 LEASING/RENTAL OF UNITS

1. Owners shall have the right to a) lease their units provided that the lease is of the entire unit or b) lease a portion of the unit if owner occupied, provided the lease is in writing, is for a minimum thirty (30) day period, and is expressly made subject to the Association's Covenants, Conditions and Restrictions [CC&Rs], and the Rules and Regulations of the Association. Roundtree adheres to the occupancy limits adopted by the City of Santa Cruz, which are found in the International Property Maintenance Code, Section 404-Occupancy Limitations.
2. The name of every resident must appear on the lease.
3. A new lease is required when occupancy changes. However, a new lease is not required for short-term sublets of 90 days or less, which are not viewed as a change of occupancy.
4. The owner is responsible for notifying the Management Company of any changes in occupancy and shall pay a \$200 residency change fee each time occupancy changes. The addition of any new name to the lease will trigger the requirement to pay a residency change fee.
5. Lessee must be given a copy of the Association's Covenants, Conditions and Restrictions and the Rules and Regulations, and the owner will be responsible for the tenants' compliance with the same. The CC&R's and the Rules are also on the Roundtree website at scroundtree.com
6. Every lease shall provide that any breach by the tenant of the Association's Covenants, Conditions and Restrictions or the Rules and Regulations shall also be a breach of the lease.
7. Residences may be leased for residential use only. In no event may a unit be used as a short-term vacation rental or the like.
8. For each lease the owner shall, within thirty (30) days of execution of said lease or contract provide the Management Company with a duplicate copy of the lease.

Rule 2 GENERAL COMMUNITY RULES

1. No activity shall be carried out which may be a nuisance or cause unreasonable disturbance or danger to other residents. Persistent annoyance or disruption of the enjoyment of life of residents will be subject to action of the Board of Directors.
2. The sound level of all radio, television and stereo systems shall be maintained at a reasonable level at all times.
3. Speakers shall not be hung on or placed against walls of adjoining units.
4. Smoking is prohibited anywhere outdoors within the development. No person, including, but not limited to, owners, guests, family members, occupants, tenants, visitors or business invitees shall smoke or ignite any cigarettes, cigars, or tobacco products, marijuana or any illegal substances within any of the outdoor areas of the development, including within all units' outdoor patios, exclusive use common areas, and exterior common areas.
5. No patio or yard sales are allowed on the Association's property or in any unit.
6. No business of any kind shall be established, maintained, operated, or conducted on any part of the Roundtree Homeowners Association property except as permitted by the Association's Covenants, Conditions and Restrictions.

7. No walking, sitting, sunbathing, or other activity is permitted on building or carport roofs.
8. No ball playing, or similar recreational activity is allowed in the parking areas.
9. No personal property shall be left anywhere in the common area of the Association's property. Any such items will be disposed of immediately and the owner will be charged for disposal.
10. Bicycles, tricycles, and other toy vehicles must be stored within interior patio fences of units whenever they are not being used.
11. Bicycle riding, skateboarding, roller-skating, rollerblading, scooter riding, or similar activities are never allowed on Roundtree sidewalks.
12. No drones or other remotely operated flying objects shall be operated on or over Roundtree property. However, an owner or an owner's agent may request permission from the Homeowners' Association, through the Management Company, to allow the use of a drone to take photos of their unit for reasonable purposes. Any such approved operation shall be conducted in accordance with current Federal Aviation Administration regulations.

Rule 3 GARBAGE AND RECYCLING

1. Access to the trash rooms is by means of a key. Only one key is to be issued for each unit and may be used only by those residing within the unit. Lost keys will be replaced at a cost determined by the Board of Directors.
2. All garbage and recycling of a unit shall be placed in the appropriate receptacle in the unit's assigned trash room. The color of the container lid indicates trash (brown), recycling (blue), or green waste (green).
3. Each trash room contains recycling containers provided by the City of Santa Cruz. Information regarding the items that the City accepts in the recycling containers is posted in each trash room.
4. Each trash room contains a posting of items that the City of Santa Cruz has identified as acceptable for recycling. All cardboard must be broken down and flattened, per City of Santa Cruz guidelines.
5. Each resident is responsible for keeping both containers and rooms in an acceptable condition. The trash room doors should be kept closed at all times in order to discourage scavenging, rodents, roving animals, and insect life.
6. Dumping items in the common area or on the street adjacent to HOA property is strictly prohibited. Residents requiring disposal of large items must make their own arrangements for such disposal. Alternatively, residents may use the City landfill for surplus trash that does not fit into garbage cans.
7. All trash and recycling must be placed in the proper container, as the collectors will not remove boxes, crates, or bags. If excess trash or recycling is left in the garbage room, the homeowner will be assessed for disposal, in addition to any penalty fines that the Board may impose.
8. Scavenging of recyclable materials from the HOA's recycling containers is prohibited, both when the cans are located in the trash room and when the cans have been placed at the curb for pick-up. Per City of Santa Cruz Municipal Code 6.12.135 the material in the recycling cans is the property of the City of Santa Cruz and removal of the material is illegal.

Rule 4 PARKING AND MOTOR VEHICLES

1. Each unit is issued and may use only one parking permit at any given time. Parking permits are to be used only by the owner, tenant or guest of the unit. Parking permits are typically issued to owners in August of each year. It is the owner's responsibility to distribute the parking permit to their tenant and ensure that only current parking permits are in use.
2. One numbered parking space is assigned to each unit for the exclusive use of the unit's residents. ALL other parking spaces are available on a first come/first served basis and may be used by any vehicle displaying a valid current Santa Cruz Roundtree parking permit. Permits are available from the Management Company.
3. Vehicles parked on Roundtree property without a valid parking permit and/or in violation of any other rule or regulation will be towed without notice, at the vehicle owner's expense.
4. In order to park on Roundtree property, a vehicle must be able to fit into a marked parking space, without encroaching into the common area or adjacent spaces.
5. No trailers, campers, boats, or motor homes may be parked on Roundtree property.
6. Motorcycles must be parked in front of or in back of cars in the unit's designated, numbered space, as long as the motorcycle and the automobile fit within the designated, numbered space. Motorcycles may not be parked in the unnumbered parking spaces.
7. In order to help keep exhaust fumes from entering open residences, all vehicles must be parked facing the building and within a defined parking space. Owners may request that the Facilities Manager approve an exception for contractors working within a unit and using their vehicles as a staging platform.
8. No motorized vehicle may run with its engine idling on Roundtree property for more than one minute. Revving of engines on Roundtree property is prohibited.
9. No unnumbered Roundtree parking space may be used for vehicular storage for more than two weeks at a time, without written approval by the Facilities Manager.
10. All vehicles parked in unnumbered spaces on Roundtree property must be operable and usable. No vehicle parked on Roundtree property may be placed on blocks.
11. A 5 MPH speed limit must be observed while driving any vehicle on Roundtree property.
12. No automotive or motorcycle repairs are permitted on Roundtree property.
13. Lost parking permits will be replaced at a cost of \$200.

Rule 5 SWIMMING POOL

1. A lifeguard is not provided, and residents and their guests use the pool at their own risk.
2. Guests must be accompanied by a resident 18 year of age or older. Guests are limited to four (4) persons per household. The Facilities Manager must approve any more guests in excess of this number.
3. Children under the age of 14 are not allowed to use the pool without the constant supervision of an adult 18 years of age or older.
4. Owners must inform their guests of the pool rules and that a lifeguard is not provided and that they use the pool at their own risk.

5. Because the pool is a community pool and the Board wants all owners and guests to feel comfortable in this community environment, abusive, foul and aggressive language is prohibited. Those using the pool are expected to be courteous and make space for others.
6. Use of the pool is limited to the hours between 6:00 AM and 10:00 PM.
7. Swimsuits must be worn at all times.
8. No smoking, alcoholic beverages, pets or glassware are allowed in the pool area.
9. No bicycle riding, skateboarding, roller-skating, rollerblading, scooter riding, or similar activities are allowed in the pool area.
10. Running on the pool deck and rough play in or out of the pool are prohibited. Diving and water polo are also prohibited.
11. Only small inflatable balls or flotation devices are permitted, and only when the pool is not crowded. Surfboards, boogie boards, and skim boards are prohibited. Diving equipment and wetsuits are prohibited.
12. No radios or music may be played in the pool area.
13. Persons using the pool area are responsible for litter clean up. A garbage can is provided.
14. Access to the pool is by means of an electronic key-fob. Only one fob is to be issued for each unit and may be used by either owner or tenant. Lost key-fobs will be replaced at a cost determined by the Board of Directors.

Rule 6 CLUBHOUSE

1. Owners of Roundtree units who are current with dues and assessments may make reservations for the exclusive use of the Clubhouse through the Facilities Manager. The Facilities Manager will keep complete records of Clubhouse reservations.
2. Upon reservation of the Clubhouse, owners will be required to sign a facility use agreement.
3. A homeowner must provide a certificate of insurance prior to the date of the function. The certificate must name Santa Cruz Roundtree Homeowners, Inc. as an additional insured for the date of the function.
4. Any party reserving and using the Clubhouse will be required to release the Association from any and all liability resulting in any harm that may occur at the facility to any homeowner or guest present at the function.
5. A cleaning fee may be required for any function. The cleaning fee will be assessed after the event if the Facilities Manager determines that cleaning is necessary, and the owner will be billed for the fee in the next dues statement.
6. Combination Clubhouse/pool parties are not permitted.
7. If any damage is done to the facility, furniture, pictures, carpeting, etc., in or around the Clubhouse, the owner who reserved the Clubhouse will be held financially responsible and will be billed for any damages, cleaning, repairs, and/or replacement, in the next dues statement.
8. The maximum occupancy of the Clubhouse is 45 people. The owner reserving the Clubhouse is responsible for insuring that this maximum occupancy is not exceeded.
9. Loud music or gatherings that can be heard beyond the confines of the Clubhouse are not allowed.

10. Smoking in the Clubhouse is not allowed.
11. Events given for minors must be conducted under the supervision of an adult resident/owner who will be present in the Clubhouse throughout the event and will assume responsibility for the behavior of those in attendance.
12. If minors are present, no alcohol shall be served.
13. All private parties/events must terminate by midnight. The Clubhouse must be secured and vacated by this time.
14. The key to the Clubhouse is to be returned to the Facilities Manager after the event.
15. Clubs and organizations of which an owner or resident is a member may not hold regularly scheduled meetings in the Clubhouse unless approved specifically by the Board of Directors.
16. The Clubhouse is available for the use and convenience of owners and residents; however, it is not intended and may not be used for profit-making purposes.

Rule 7 PETS

1. The total number of cats and dogs is limited to three per unit.
2. While on common grounds, residents must keep their dog(s) on a leash. Dogs may not be tethered in the common area.
3. Owners are required to clean up after their animals, including removing any defecation from the common area.
4. The keeping of any animals shall be subject to such animals not creating a nuisance. For the purposes of these rules, "nuisance" shall be defined to include, but is not limited to:
 - a. Barking, howling or other persistent and excessive noises whether originating from within the resident's home or vehicle or in the common area;
 - b. Menacing, aggressive or violent behavior towards any person or other animal, including the killing or pursuit of wild animals/birds in the common area; and
 - c. The damage or destruction of property belonging to another resident or of the common area, including lawns, trees, and shrubs located thereon.
5. No farm animals (such as horses, goats, pigs, chickens, etc.) are permitted.
6. Owners are responsible for ensuring that the owners of animals visiting their unit are aware of and follow all Roundtree rules and regulations related to pets.
7. Any dog that is identified as being vicious by any governmental agency is not permitted within Santa Cruz Roundtree at any time.

Rule 8 ARCHITECTURAL CONTROL AND LANDSCAPING

1. As a planned development, the Board of Directors of the Roundtree Homeowners Association regulates the exterior appearance of all buildings and grounds. No additions or alterations may be made to the structure of any building without the permission of the Board of Directors, acting as the Architectural Committee.

2. The Association is responsible for maintenance and repair, including exterior painting, repair or replacement of roofs and exterior building surfaces, and utility infrastructure.
3. No towels, articles of clothing or similar items shall be hung over fences.
4. Real estate signs may only be posted inside the unit (window area) or on the patio fence adjacent to the unit address/parking area. The signs may not exceed 15 inches by 15 inches in dimension. Unofficial signs or real estate signs on posts and outside the approved areas will be removed without notice.
5. Homeowners are responsible for repair, maintenance, and replacement of screens on windows and patio doors, and all glass surfaces. Replacement of glass surfaces is subject to review by the Board of Directors, per Rule 8.1.
6. Changes to the interior of a unit are subject to the City of Santa Cruz building permit process. Temporary walls are prohibited. Roundtree adheres to the occupancy limits adopted by the City of Santa Cruz, which are found in the International Property Maintenance Code, Section 404-Occupancy Limitations.
7. Landscaping outside of individual patio areas and in common areas is the responsibility of the Association, except that a unit owner wishing to landscape the area adjacent to their unit may do so upon the Board's approval of a landscape plan consistent with the approved Association landscape plan.
8. Each owner has the right to develop their own patio area. Any damage to fences, foundations, or exterior walls, including those due to overgrowth of plants, plants growing on fences or buildings, additions, or changes to patios, shall be the responsibility of the homeowner.

Rule 9 ASBESTOS REMOVAL

Background

Laboratory testing of acoustic ceiling material used throughout Santa Cruz Roundtree Homeowners Association has confirmed that such material contains 3-4 percent asbestos. In addition, some types of linoleum or linoleum tiles installed at Santa Cruz Roundtree may contain asbestos. Disturbance or removal of such material in sufficient quantities may cause asbestos to become airborne and create a potential health hazard. Demolition and renovation activities within the Santa Cruz Roundtree complex which involve removal of asbestos are regulated by the Monterey Bay Unified Air Pollution Control District (MBUAPCD) under authority delegated by the United States Environmental Protection Agency. With these considerations in mind, the following procedures are mandated by the Association's Board of Directors to govern asbestos removal.

1. All work related to the removal of material which contains asbestos shall be under the direction of a qualified and licensed asbestos removal contractor. Evidence of license and insurance coverage must be provided to the Board of Directors in advance of scheduling any work. The Board of Directors reserves the right to deny approval of any contractors with poor performance records or documented breaches of OSHA standards.
2. Owners who seek to remove asbestos containing material must comply with all the requirements set forth by MBUAPCA. Such requirements may be obtained online at www.mbuapcd.org or by calling (831) 647-9411. A copy of the completed form entitled "Notification of Demolition and Renovation" which is required by MBUAPCD shall also be given to the Facilities Manager at the time of submission to the agency.
3. Removal of less than 160 sq. ft. of material containing asbestos may be undertaken by the homeowner or their contractor so long as the requirements set forth by MBUAPCA and the following restrictions are met: a) Material containing asbestos is completely and continuously wetted down during the course of removal. b) Material is safely secured for transport by double bagging in sturdy plastic contractor bags that are taped shut. c) Bagged

4. material, not to exceed fifty pounds, is transported in a secure vehicle compartment and taken to the Buena Vista Landfill Hazardous Waste Division for direct burial by landfill staff. d) Under no circumstances shall asbestos containing material removed from a unit be placed in an onsite trash receptacle or dumpster.
5. Owners shall be held responsible for any damages to property or persons as a result of improper handling of asbestos containing material. The cost of any necessary remediation procedures in the event of mishandling of such material shall be the sole financial responsibility of the individual unit owner involved. The Board of Directors reserves the right to order necessary remediation efforts and said remediation costs shall be charged to the individual unit owner.

COMPLAINT PROCEDURE:

1. Any owner may report a violation of the rules to the Facilities Manager or the Management Company by a written report of facts. This may be done in either the form of a letter or by filling out a Report of Rule Violation form, available on the Roundtree website at scroundtree.com.
2. An owner is strictly liable for violations of the Association's rules by their guests or tenants and is, therefore, responsible for providing all tenants and guests with a copy of the rules and regulations. All tenant and guest violations will be cited against the homeowner.
3. A Notice of Rule Violation letter will be sent to the owner of record at their last known address. This Notice will state the nature of the offense, when and where the Board will conduct a hearing on the alleged violation and will reference the Enforcement Procedure section of the Rules and Regulations.

ENFORCEMENT PROCEDURE:

1. The Board will conduct a hearing on any alleged violations. The Board will determine what sanction is appropriate for the violation as stated in the Penalty Fine Schedule or the Association's Covenants, Conditions and Restrictions. If the Board determines that a violation has occurred a notice of Penalty Fine Assessment and/or disciplinary action will be sent to the owner of record or their designated agent at their last known address.
2. In cases of damage to the common area, improvements located on the common area or of personal property of the Association a penalty fine assessment may be levied against an owner in addition to the recovery of reasonable costs incurred by the Association, for the repair or replacement of any such damage caused the owner, tenant or guest.
3. If there is a violation of architectural standards, a penalty fine assessment will be levied, and a court injunction may be instituted against any owner who undertakes the improvement or alterations to a townhouse that might affect the architectural integrity or accepted standards of the community without prior Association approval.
6. If a violation endangers the health or safety of the community, the Board will take immediate action to ensure the health and/or safety of the community, which may include making a report to the Police Department or seeking court injunctions as a legal restraint.
5. All fines and charges assessed against an owner for a violation of the rules will be applied to the offending owner's account and will appear on the owner's next monthly statement of said account.
7. Any Notice of Penalty Fine Assessment may be appealed. A letter of appeal must be sent to the Board of Directors within 15 calendar days of the date of notification of fines/charges.

PENALTY FINE SCHEDULE

- I. Nuisance, obnoxious and offensive activities: (Rule 2 – General Community Rules, Rule 4 – Parking and Motor Vehicles, Rule 6 – Clubhouse, and Rule 7 - Pets)** *Example of violations:* loud music, barking dogs, loud parties, revving of motor vehicles and any other activities which interfere with the peace and quiet of the other owners or occupants.

FINE: \$100-\$1,000 for each violation, depending upon the severity/impact/frequency of the rule violation.

- II. Structural/architectural/landscape violations: (Rule 8)** *Example of violations:* construction, alteration or changes to a residence without prior Board approval, non-conforming signs, unapproved antennas, and landscaping in the common area.

FINE: \$100-\$1,000 for each violation, depending upon the severity/impact/frequency of the rule violation. Additionally, the Board may pursue a court injunction against any owner who makes alterations to a townhouse or the common area without prior Board approval.

- III. Violations involving the common area: (Rule 2 – General Community Rules, Rule 5 – Pool, and Rule 6 - Clubhouse)** *Example of violations:* violations of any of the pool rules, bicycling or skateboarding on the sidewalks, holding of patio or yard sales, and causing damage to the clubhouse.

FINE: \$100-\$1,000 for each violation, depending upon the severity/impact/frequency of the rule violation, plus any reasonable costs incurred by the Association for the repair or replacement of the common area. The Board may also revoke the privilege of using any of the common area facilities upon continued violation of the rules.

- IV. Violations involving vehicles and parking: (Rule 4 – Parking and Motor Vehicles)** *Example of violations:* parking without a permit, parking outside of a designated space, parking of any non-conforming vehicles as defined in the rules, and parking in another residence's designated space.

FINE: \$100 - \$1,000 for each violation, depending upon the severity/impact/frequency of the rule violation.

- V. Failure to adhere to rules related to leasing and rental of units: (Rule 1 – Leasing/Rental of Units)** *Example of violations:* not providing the Management Company with specified documentation, not paying a residency change fee in accordance with these rules, and using a residence for non-residential purposes.

FINE: \$500 for the first violation, except failure to provide a lease or residency change fee to the Management Company shall result in a \$1,000 fine for the first violation. \$500-\$1,500 for each subsequent violation of this rule, depending upon the severity/impact/frequency of the rule violation.

- VI. Violation of Asbestos Removal Policy: (Rule 9 – Asbestos Removal)** *Example of violations:* removal of asbestos by anyone other than a qualified licensed asbestos removal contractor approved by the Board of Directors.

FINE: \$500-\$1,000 for each violation, depending upon the severity/impact/frequency of the rule violation. The owner of the unit shall also be held responsible for any damages to property or persons as a result of improper handling of asbestos containing material. The cost of any necessary remediation procedures in the event of mishandling of such material shall be the sole financial responsibility of the individual unit owner. The Association reserves the right to order necessary remediation efforts at the expense of the individual unit owner.

- VII. Violation of Garbage/Recycling Rules: (Rule 3 – Garbage and Recycling)** *Example of Violations:* placing recycling or garbage in the incorrect container and dumping trash in the trash room.

FINE: \$100.00 - \$1,000 for each violation, depending upon the severity/impact/frequency of the rule violation.

BOARD OF DIRECTORS

Section 8.01. Number. The affairs of the Association shall be managed by a Board of Directors, all of whom must either be Members of the Association or a principal of a Member that is an entity, with a minimum age of 18 years. The Association shall have five (5) Directors.

Section 8.02. Term of Office. The terms of Directors shall be three (3) years, staggered such that three (3) Directors shall be elected in the first year, and two Directors shall be elected in the next year. Each Director, unless he or she vacates their office sooner, shall hold office until their term expires and a successor is elected.

Section 8.03. Election. At any election, each eligible Owner shall be entitled to cast as many votes as there are vacancies on the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

All rules and regulations are defined in the “COVENANTS, CONDITIONS AND RESTRICTIONS OF THE SANTA CRUZ ROUNDTREE ASSOCIATION” and the Association’s separately approved and published “RULES AND REGULATIONS.” All rules and regulations are subject to the above Penalty Fine Schedule.