



## **Covenants Rules**

*Procedures and Restrictions for Land Use These Covenants Rules, including Fine Schedule, constituting a part of the Association Rules, were originally approved by the Board of Directors on March 29, 1997, to become effective on May 1, 1997.*

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## I. RULES ENFORCEMENT

**Persons Subject to the Governing Documents.** All present and future Owners, tenants, and occupants of any Separate Interest within the Properties shall be subject to, and shall comply with, each and every provision of the Governing Documents. C&Rs Art. II, Sec. 2.

**Authority.** As provided for in the Declaration of the C&Rs, the Board of Directors has given the Covenants Committee the responsibility for enforcement of the Governing Documents and all Association Rules except those dealing with specific improvement projects within the jurisdiction of the Architectural Standards Committee (formerly, the Environmental Control Committee). This responsibility includes the authority to hear and decide cases involving the alleged violation of the Governing Documents or an Association Rule and to impose fines and other penalties in accordance with the schedule of fines and penalties approved by the Board of Directors and/or take other disciplinary actions as allowed in the C&Rs. C&Rs Art. XIII, Sec. 7.

The Covenants Committee shall review written complaints from Members, the General Manager, and the Architectural Standards Committee (for violations other than those relating to specific improvement projects within the jurisdiction of the Architectural Standards Committee (the "ASC")).

**Loss of Rights; Forfeitures.** The Association may, after satisfying the due process requirements of the C&Rs, discipline Owners for the failure of the Owner (or his or her family members, tenants, guests or invitees) to comply with any provision of the Governing Documents or of any duly enacted Association Rule. Discipline may consist of a fine or the temporary suspension or abridgment of an Owner's right to the full use and enjoyment of his or her privileges as a Member. C&Rs Art. XIII, Sec. 6(d)(i).

**Due Process.** No penalty or suspension of rights shall be imposed unless the Owner is given at least 15 days prior notice of the proposed penalty date and is given the opportunity to be heard before the Covenants Committee at a hearing to be held at least five days prior to the effective date of any penalty or suspension of rights.

The Covenants Committee shall adopt rules of procedure for enforcement hearings and conduct its hearings in accordance with such rules after they have been approved by the Board. Once approved by the Board, these rules of procedure will become part of the Association Rules. C&Rs Art. XIII, Sec. 7(b).

## II. GENERAL COMMON AREA, OTHER ASSOCIATION-OWNED PROPERTY AND AMENITY RULES

**2.1 Camping Prohibited.** Camping is prohibited on Common Areas and other Association-owned properties, except in the Campground, when it is in operation, or at specifically designated areas when organized by Tahoe Donner recreational programming which is to include supervision by staff. C&Rs Article VIII, Section 1(a)(v).

**2.2 Off-Road Vehicles.** Snowmobiles; off-highway vehicles (e.g., ATV's, UTV's, SXS's); motorcycles; motorized bicycles (i.e., mopeds); Class 2 and 3 electric bicycles; motor-propelled scooters or boards; electric unicycles; and off-road use of any other motor-propelled vehicle is prohibited in Common Areas, and other Association-owned properties, with the following exceptions. First, the Association may use such vehicles in the furtherance of its operations. Second, golf carts are authorized for use on the golf course. Third, Class 1, 2 and Class 3 electric bicycles and motorcycles are allowed in Association parking lots. Fourth, mobility assistive devices for those medically certified as disabled are allowed. Finally, Class 1 electric bicycle usage is authorized on the Association trail and fire road system segments designated and regulated for their use through Association open space and trails policies.

The California Vehicle Code definitions of any terms used here in, sections 406, 12804.9, 21113, 21207.5, and 24016 of, and to add sections 312.5 and 21213 as adopted October 7, 2015, shall apply to any interpretation of this rule.

**2.3 Skating/Skateboarding.** Roller skating and in-line skating activities which are unreasonably hazardous, create an annoyance, or cause damage, and all skateboarding activities are prohibited at all Association facilities, amenities and parking lots.

**2.4 Vegetation Removal.** No person shall remove any tree, shrub or other vegetation from, or plant any tree, shrub, or other vegetation upon the Common Area, or other Association-owned properties. Written permits for brush and/or downed wood removal must be obtained from the Forestry Department. Permits must be in the personal possession of any person doing such cutting and be available for inspection by any Association employee. C&Rs Article VII, Section 1.

**2.5 After Hours Use.** Any use of amenities or facilities after closing, either for the day, or for the season, is prohibited. Golf course patrons who have checked in at the Pro Shop may play until dark. Such players must have a season pass or pro shop daily receipt in their personal possession and available for inspection by any Association employee. Tennis players may use the tennis courts until dark. Such players must have a valid amenity access card in their possession for inspection by any Association employee.

**2.6 Dumping of Refuse.** No person may dump refuse, including without limitation, charcoal briquettes, ashes, construction debris, yard clippings, household garbage, machinery or machinery parts on any Common Area, facility or other Association-owned property.

### **2.7 Fire Safety**

**a Fires.** No fires or fireworks of any kind at any time are allowed except for controlled burns under the supervision of the Tahoe Donner Forester, and campfires in existing steel rings at the Tahoe Donner campground and marina when the campground and marina staffs are present. The first violation of these rules will result in a hearing.

**b Dumping of Ashen Materials.** No person shall dump charcoal briquettes or any ashen material of any kind (whether burning or not) on any portion of any Common Area or other Association-owned property.

**c Fireworks, Firearms, Archery.** Use, including the bearing of, firearms, air guns, archery equipment or fireworks of any kind is prohibited on any Common Area or other Association-owned property, with the exception that archery equipment may be used at the TDA Archery Range.

**2.9 Hunting.** Hunting, including with primitive arms or archery equipment, and trapping, are prohibited on any Common Area or other Association-owned property.

**2.10 Fishing.** Fishing is prohibited on the Golf Course grounds. State fishing licenses are required while fishing elsewhere in Tahoe Donner. Catch and release and barbless hook fishing is required in Tahoe Donner streams.

**2.11 After Hours Parking.** Overnight or after-hours parking (later than one hour after the closing of a facility or amenity) at any TDA parking lot is prohibited with the exception that an Emergency Overnight Parking Permit may be obtained during weather-related emergencies. Vehicles in violation of this rule are subject to immediate towing at the vehicle owner's expense. Overnight parking at the Cross Country/Equestrian Center is authorized for special events with an overnight parking pass issued to each user by authorized association personnel at that location.

**2.12 Off-Pavement Parking.** Any vehicle parked on an unsurfaced portion of any Common Area, or other Association-owned property, will be subject to immediate towing at the vehicle owner's expense.

**2.13 Animal Control.** No animal or pet may be tethered or tied to a stationary object on any Common Area, or other Association-owned property. Dogs shall only be allowed within any portion of the Common Area when they are leashed and otherwise under the supervision and restraint of their Owners or other person accompanying the dog.

**2.14 Smoking.** Smoking is prohibited at all amenities, on Common Areas, and on other Association-owned properties.

**2.15 Noxious Activities Prohibited.** No illegal, noxious or offensive activities shall be carried out or conducted upon the Common Area, or other Association-owned properties, nor shall anything be done within the properties which is or could become an unreasonable annoyance or nuisance to neighboring property owners. C&Rs Article VIII, Sect 1(c).

**2.16 Equestrian Use.** Except for use at the Equestrian Center, on designated trails, and at specially installed hitching posts, horses may not be used on or hitched at Common Areas or other Association-owned property.

**2.17 Drone Rule.** The operation or use of unmanned aerial systems, or drones on Tahoe Donner Association common area and other association real property – without the prior written authorization from Tahoe Donner Association – is expressly prohibited. This prohibition on drone operations or use extends to any drones launched or operated from association property, as well as drones launched from private property which then fly onto association owned property.

**Respect Rights of Others.** Please respect other Owners' rights to enjoy the facilities by using common courtesy and good judgment at all times.

## **III. AMENITY USAGE AND CONDUCT RULES**

**Rules Posted and/or Available at Amenities.** In order to provide for flexibility in structuring rules which promote the most enjoyable experience possible, amenity usage and conduct rules are subject to change and are posted and/or available at each amenity or facility. Such rules constitute a part of the Covenants Rules.

**Manager's Authority.** Amenity or Facility Managers, the General Manager, Association Security Officers, Golf Course Marshals, Pool Lifeguards, and Ski Area Patrollers have the authority to expel Members and/or guests or members of the public for infractions of any amenity usage or conduct rule as posted and/or available at the amenity or facility. Such expulsion will be for the remainder of the day on which the rule violation takes place. Subsequent rule violations may result in more lengthy suspensions, abridgment of the Member's privileges of amenity use, and/or fines. Written reports of such expulsions will be maintained.

**Amenity Access.** Members using the various amenities are required to present their "Amenity Access Card(s)" upon entry. The magnetically imprinted information on the cards assists in limiting entry to authorized Members and in gathering statistical information. Individuals under the influence of alcohol and/or drugs are prohibited from entering or remaining on the premises.

**Expulsion from Amenities.** The C&Rs provide that the Board of Directors, or its duly authorized agents (General Manager, Amenity Managers, Association Security Officers, Golf Course

Marshals, Pool Lifeguards and Ski Area Patrollers) may undertake immediate corrective or disciplinary action (including the temporary expulsion of offending Owners, guests, tenants, or invitees from the facility where the conduct occurred) under circumstances that involve conduct that constitutes:

- a) An immediate threat to the safety or quiet enjoyment of neighboring Owners
- b) A fire or traffic hazard
- c) A threat of damage to the Common Area or Facilities
- d) A violation that is of such a nature that there is no material question regarding the identity of the violator or whether a violation has occurred.

In such cases of immediate corrective or disciplinary action, the offending Owner may request, in writing, a hearing to be conducted as soon thereafter as is reasonably possible. Such request must be received within ten days following the Association's disciplinary or corrective action. C&Rs Art. XIII, Sec. 6(D)(ii).

#### IV. PRIVATE PROPERTY RULES

**4.1 Noise.** The hours between 10:00 p.m. and 7:00 a.m., seven days a week are considered quiet hours, during which noise shall be minimized in order that it not be an unreasonable annoyance or nuisance to neighbors. Noise includes but is not limited to outdoor music, late-night partying, amplified or motorized sounds. A noise violation does not also have to be a violation of a noise ordinance in the Town of Truckee or Nevada County.

**4.2 Light Pollution:** All exterior lights must be turned off between the hours of 10:00 p.m. and 7:00 a.m., seven days a week that are no longer needed for safety or other outdoor use to the extent that such other outdoor use is not an unreasonable annoyance or nuisance to neighbors. Motion detector lights may remain energized. Exterior light fixture standards are established and shall be enforced by the Architectural Standards Committee.

**4.3 Business Activities.** No business or commercial activities of any kind shall be conducted in any Residence, Condominium or outbuilding or any other portion of any residential or multiple family residential lot if those activities involve any of the following (C&RS Article VIII, Section 1, f):

1. Exterior advertising
2. Increased traffic or parking
3. More than an insignificant number of deliveries of goods or other commercial materials
4. Visible storage of goods or other commercial materials
5. Excessive noise

In addition to activities prohibited pursuant to the above criteria, the property may not be rented for any purpose other than residential use. Such prohibition includes without limitation, weddings, civil unions, receptions, corporate events, conferences and large commercial parties. This

prohibition is set forth to ensure the use of properties is in keeping with the residential nature of the community.

**4.4 Noxious Activities Prohibited.** No illegal, noxious or offensive activities shall be carried out or conducted upon any lot, nor shall anything be done within the properties which is or could become an unreasonable annoyance or nuisance to neighboring property owners. C&RS Article VIII, Section 1(c).

**4.5 Storage.** Storage of personal property (including without limitation, non-recreational-use trailers and construction materials) on any lot shall be entirely within enclosed storage areas. There shall be no storage piles accumulated on top or outside of any enclosed storage area with the exception of neatly stacked woodpiles with wood cut to fireplace length. The foregoing limitation shall not apply to construction materials placed on a lot during periods of approved construction. C&RS Article VIII, Section 1(h). (This rule applies to slide in campers, cab over campers and camper shells that are not mounted on a vehicle.)

**4.6 Garbage.** No rubbish, trash or garbage shall be allowed to accumulate on any lot. Trash and garbage accumulated for scheduled collection must not be placed outside overnight except within the confines of an ASC-approved animal resistant garbage can enclosure (ARGCE). C&RS Article VIII, Section 1(g).

First garbage spill: A notification of the violation will be sent to the property owner, including information related to ASC approved animal - resistant garbage can enclosures (ARGCE's).

Second garbage spill within 1 year of the first one: A notification of the 2nd violation and of a hearing date will be sent to the property owner who will be put on notice that a fine of \$800 may be imposed by the Covenants Hearing Panel.

Third garbage spill within 1 year of the first hearing: A notification of the 3rd violation and of a hearing date will be sent to the property owner who will be put on notice that an \$1600 fine may be imposed and that the Covenants Hearing Panel may mandate the property owner to install an animal - resistant garbage can enclosure (ARGCE).

Owners of existing animal resistant garbage can enclosures are also subject to the above fines.

**4.7 Parking and Vehicle Restrictions.** C&RS Article VIII, Section 1(m) Vehicle Repair. Except within a fully enclosed structure, no motor vehicle shall be constructed, reconstructed or repaired within the properties except for emergency repairs which do not take more than 72 hours to complete.

**4.8 Inoperable Vehicles.** No dilapidated, unlicensed or inoperable vehicle, trailer, boat, airplane, recreational vehicle or commercial vehicle, including without limitation, vehicles without wheels or an engine, shall be stored on the properties, except within a fully enclosed structure.

**4.9 Commercial Vehicles.** No commercial vehicle used for business purposes that is equipped with more than one (1) rear axle and/or two (2) rear wheels shall be parked on any property unless the vehicle is parked within a fully enclosed garage or carport or is screened from view using an ASC approved method.

For the purpose of this section, a commercial vehicle used for business purposes is described as: A full-sized pickup truck or larger truck or van, or box van type vehicle equipped with dual rear wheels and any of the following: a flat bed, a utility bed, or permanently affixed commercial advertising.

Specifically exempt from this regulation are:

1. Trucks of any size or configuration that are parked on a property for use related to an open Architectural Standards Office issued construction permit and/or Town of Truckee building permit.
2. Service company vehicles present for emergency home or vehicle repairs.
3. Pickup trucks and vans used for business purposes and designated by the manufacturer as full size, mid-size or compact, that do not have dual rear wheels, regardless of other body configuration or permanently affixed advertising.
4. A commercially licensed pickup truck of any size, equipped with a standard pickup bed, and is used as a private vehicle, not for business purposes. A private use pickup truck may have dual wheels as required for recreational uses.

**4.10 Commercial Trailers.** No box type trailer, commonly used by, but not limited to the construction industry, either open at the top or fully enclosed, with a box length over 10 feet, or more than one axle, is to be stored on a residential lot, with the exception of an active construction site.

**4.11 Parking on Unimproved Lots.** No vehicle, including, without limitation, trailers, boats, airplanes, recreational vehicles or commercial vehicles may be stored or parked for any period of time on an unimproved lot.

**4.12 Parking on Unsurfaced Portion of Improved Lots.** No vehicle, including, without limitation, trailers, boats or recreational vehicles may be stored or parked for any period of time on the unsurfaced portion of an improved lot. Approval from the ASC is required to surface a portion of an improved lot for the storage or parking of such vehicles. Surfacing methods will be only asphalt pavement, poured reinforced concrete, or other solid surfaces such as pavers. The area to be surfaced will not exceed the existing rule limiting the building and paved areas; not to exceed 35% of the total lot area. Existing ASC approved additional parking areas must be properly maintained with a minimum of two inches of crushed rock or drain rock or existing pavers. Additional parking areas must be accessed only via the existing driveway, and not directly from the street. (existing ASC Rule III, SPECIFIC BUILDING REQUIREMENTS, C GARAGE, DRIVEWAYS AND PARKING AREA)

**4.13 Limitation on Number of Vehicles.** A maximum of one of the below-listed vehicles may be stored on an ASC-approved, surfaced portion of an improved lot. Any vehicle or trailer so stored must have a current registration. All others stored on the property must be parked inside a garage or screened from view using a method approved by the ASC. A specific permit from the ASC must be obtained for the screening method to be used before the items are stored.

Recreational-use trailer, of any size to be used for non-commercial use only.

Motorhome

Slide-in camper mounted on a vehicle

Temporary parking of additional non-commercial vehicles or trailers, not to exceed 72 hours, is permitted for the specific purpose of loading, unloading, or cleaning. Short term parking of vehicles covered in this section is also permitted for visitors and guests of residents. Short-term parking shall be limited to a maximum of 30 days within a 45-day period. However, the vehicle or trailer may not be occupied overnight as no camping is allowed in Tahoe Donner other than at the campground.

**4.14 Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot except such as is usual or customary in connection with the use, maintenance or repair of a private residence, condominium, apartment, or appurtenant structure. For example, nothing larger than a residential-type lawn and garden tractor. C&RS Article VIII, Section 1(k).

**4.15 No Camping on Lots.** No camping shall be permitted on any lot with the exception that a trailer or mobile home may be used as a temporary residence during construction of a home with approval from the ASC. C&RS Article VIII, Section 1(a)(v).

**4.16 Living in Garage Prohibited.** No person shall live in the garage of a residence or condominium. C&RS Article VIII, Section 1(a)(vi).

**4.17 Living in Recreational Vehicles.** No person may live in a recreational vehicle, travel, or house trailer stored or parked on a lot with the exception that a trailer or mobile home may be used as a temporary residence during construction of a home with approval from the ASC. C&RS Article VIII, Sect 1(a)(v) C&RS Article VI, Section 1(g). (See "Limitation on Number of Vehicles", below.)

**4.18 Household Pets.** No pets or animals may be maintained for commercial purposes. No horses, livestock or poultry of any kind shall be kept, bred or raised on any residential lot or any multiple family residential lot. C&RS Article VIII, Section 1(d)(i).

**4.19 Fire Safety.**

**a Seasonal Outdoor Woodburning Fire Ban.** Tahoe Donner properties are subject to Truckee Fire Protection District

Ordinances which ban or regulate wood and charcoal fires, including outdoor fireplaces and barbecues, during periods designated by Truckee Fire Protection District (see [truckeefire.org](http://truckeefire.org)). A violation of any such ordinance shall also constitute a Tahoe Donner covenants violation.

**b Outdoor Fires.** No campfires, bonfires or fireworks of any kind are allowed on private lots, common areas, or other association-owned properties at any time.

Commercially manufactured gas and charcoal barbecues, smokers, and commercially manufactured fire burning devices, such as outdoor fireplaces and chimineas, equipped with screening and/or spark arrestors, with a maximum screen opening of 1/8th inch, to prevent the escape of sparks and coals, and operated in compliance with the Town of Truckee and the Truckee Fire District's safety and building codes, and according to the manufacturer's instructions, on private property lots only, will be allowed. Property owners wanting to build their own permanent barbecues or other outdoor fire burning devices equipped with electricity or gas, must obtain the appropriate Town of Truckee building and plumbing permits and build to the Town's building codes. The appearance, design and location must be approved by the Tahoe Donner ASC.

**c Yard Debris Burning.** The burning of yard debris is allowed, only after obtaining a permit from the Truckee Fire District, on permissive burn days as determined by the Fire District, from late fall, depending on weather conditions, until no later than March 31.

**d Dumping Ashen Materials.** No person shall dispose of charcoal briquettes or ashen material (i.e., cigarette butts, matches, fireplace ash) of any kind on any portion of a lot.

The first violation of these rules will result in a hearing.

#### 4.20 Short-Term Rentals.

Short-term rentals ("STRs") are residential properties in the Tahoe Donner development that are offered for rent or lease for one or more terms of less than thirty-one (31) continuous nights.

**a Short-Term Rental Registration.** All Owners of STRs within the Tahoe Donner Association must register with the TDA administrative office to operate a short-term rental property within the Tahoe Donner. An annual registration fee may be imposed. Disclosure of the total number of bedrooms (as historically disclosed in rental advertisements) is required. Within 60 days of the effective date (January 1, 2019) of these STR Rules, all existing owners of STRs must register. An Owner must register within 30 days of commencing a short-term rental program. To register, an Owner must provide evidence of a current Transient Occupancy Registration Certificate (Ordinance 2004-08) issued under the Town of Truckee Transient Occupancy Tax program.

**i Real-Time Contact.** As a condition of registration, the Owner must provide, among other details to be specified in the Registration, contact information for up to three (3) live persons, having authority to address any nuisance issues at the property. At least one contact person shall be available to respond 24 hours a day/7days a week within 45 minutes of being notified of any complaint of a violation(s) of TDA rules ("Contact Person") when functioning as an STR. Representative nuisance issues that are often associated with STR rentals include (i) an excessive number of vehicles at the property; (ii) vehicles parked in violation of the TDA parking rules; (iii) excessive noise; and (iv) physical altercations.

**ii Complaint Response.** When functioning as an STR, within 45 minutes of notice by TDA regarding a nuisance activity complaint at an STR, the Contact Person must contact the TDA office (530) 414-8166. Within 45 minutes of contact by TDA regarding a complaint, the Contact Person must respond at the property in person OR by telephone to a responsible adult occupant at the property and shall attempt to cure the condition or activity that gave rise to the complaint.

**iii Compliance and Notification.** All Owners, renters, and vacation renters must comply with all provisions in the TDA Governing Documents and rules including provisions which prohibit "nuisance" behavior and set forth rules concerning vehicles, trailers, motor residences, camping, parking and use of the TDA Common Areas and Common Facilities. (C&R Article VIII)

Owners must provide a list of applicable Tahoe Donner rules, made available by TDA and posted on [www.tahoedonner.com](http://www.tahoedonner.com), to STR renters at the time of their booking and advise them of the obligation to follow the rules. A copy of the rules must be available in the residence. Owners are required to provide renters a copy of the Tahoe Donner Emergency Evacuation Map and to have this information prominently posted in the residence. It is required the Owner obtain an acknowledgement from the principal STR renter that they have reviewed the rules and agree to comply with them. (CC&R Article II, Section 3(a))

**b Occupancy.** When functioning as an STR, no residence may be (i) advertised to house or (ii) be occupied by more than two (2) people per bedroom plus four (4) additional people total. Children under age seven are excluded from the occupancy count. TDA may take disciplinary action on any owner who knowingly supplies false information regarding the number of occupants.

**c Parking.** When functioning as an STR, the number of parked vehicles shall not exceed those spaces available in garages and

on the driveway of the property. There is no parking on unpaved areas of Lots. Parking in the street may constitute evidence that “increased parking” as prohibited in the Business Activity rule has occurred.

**Short-Term Rental Violation Enforcement** In the event TDA determines that a potential violation of these STR Rules or any other Association Rules when the residential property is functioning as an STR, has occurred, the owner will receive a Notice of Hearing as provided in the Rules Enforcement Procedures. When functioning as an STR, violations of this rule set include (1) failure to register as required, (2) failure to respond to a nuisance activity complaint, (3) not providing the tenant with the required information, (4) exceeding occupancy limitations occupancy and (5) exceeding parking limitations, in addition to all other rules such as they apply to all residents, guests and tenants, In such event if a violation is found, TDA may impose fine(s) in accordance with the standard, published fine schedule that is in effect at the time of the violation.

#### 4.21 Fire Prevention and Safety.

**a Fire Safety.** Owners are required to be responsible for and maintain their lots (both improved and unimproved) in a fire-safe condition at all times. C&R Article VII, Section 2. The association will inspect lots according to an established inspection cycle and/or upon request or complaint. Insurance companies and other agency inspectors may require greater distances of defensible space around structures.

Minimum standards and requirements of fire-safe conditions are set forth:

**i Vegetation Removal.** No person may remove or cut any tree greater than four inches in diameter (measured three feet above the ground) without first obtaining a permit from the TDA Forestry Department. For any trees(s) removed from the property, the maximum stump height shall not exceed one (1) inch in height for trees less than 12 inches in diameter and six (6) inches in height for trees greater than 12 inches in diameter. No heavy equipment may be used to remove brush without first obtaining a permit from the TDA Forestry Department. C&Rs Article VIII, Section 1(a) (xi).

**ii Roofs Free of Dead Vegetation.** Property owners are responsible to maintain all roofs, of any structure, keeping them free of leaves, needles, or other dead vegetative growth.

**iii Pine Needles on the Ground.** Pine needles must be collected and removed within 10 feet of any structure or deck. On the rest of the property the pine needles will not be allowed to build up to more than 2 inches in depth.

**iv 10-foot Clearance from Chimney or Stovepipe.** Property owners are responsible to remove any portion of any tree which extends within 10 feet of the outlet

of any chimney or stovepipe. Any tree branch within 10 feet of roofs and eaves shall be removed.

**v Chimney Must Have an Approved Spark Arrestor.** A spark arresting cap with 1/2-inch mesh or smaller screen is required on all chimneys.

**vi 10-foot Clearance from Propane Tank.** Property owners are responsible to remove any portion of any tree brush or dry flammable vegetation which extends within 10 feet of any propane tank.

**vii Firewood Storage.** Old, unused or decomposed (nuisance) wood must be removed. Firewood rounds cannot be stored on the property due to decomposition and invasive species infestation causing fire hazard. The wood must be split and neatly stacked. Firewood, in any form, cannot be stored on undeveloped lots. Lumber, split and stacked firewood, and any flammable material should be stacked 30-feet from structures. Firewood can be stacked closer provided that during fire season, it is covered with a durable fire-retardant, earth-toned tarp and set on gravel or other nonflammable material. Firewood stacking within the 30-foot defensible space is not advisable.

**viii Downed Woody Material.** Downed woody material - trees, branches, limbs, shrug boles and other woody materials - between 1/2 inch and 12 inches in diameter must be removed from the property.

**ix Tree Limbing.** Property owners may limb trees without obtaining a permit from the TDA Forestry Department subject to the following:

1. Dead limbs may be removed up to a height of 35 feet above the ground.
2. Green limbs may be removed up to a height of 15 feet above the ground.

**x 100-foot Defensible Space around Structures.** Property owners of all lots are responsible to maintain a defensible space zone for a distance of 100 feet (or to their property line) from all structures, including decks.

**xi 100-foot Defensible Space from Property Lines.** Property owners of all lots are responsible to maintain a defensible space zone for a distance of 100 feet from all property lines.

**xii Brush Removal.** No brush is allowed within 10 feet of any structure. In the zone within 30 feet of any structure, 5-foot diameter clumps of brush are allowed if they are separated from adjacent clumps of brush by 20 feet. In the zone within 31+ feet from any structure to the property line, 10-foot diameter clumps of brush are allowed if they are separated from adjacent clumps of brush by 15 feet. No brush is allowed under or within 10 feet of the drip line of trees.

**xiii Small Tree Thinning.** Individual small trees (<10 inches in diameter) may be designated by the forestry department for removal.

**xiv Lower Branch Removal.** For trees greater than 15 feet in height, the lower branches will be removed 6 feet from the ground. For those less than 15 feet in height, the branches will be removed for 1/3 the height of the tree from the ground.

**xv Dry Grass and Weeds.** Within 30 feet of any structure, grass and weeds will be trimmed to a height of 6 inches or less. The cuttings must be removed.

#### 4.22 Forest Health.

**Forest Health.** Owners of lots (both improved and unimproved) are responsible for the maintenance of their lots, including the general health of the forest. TDA maintains on its staff a state-certified forester with the responsibility of determining what conditions are conducive to the health of the forest. After making on-site inspections, the TDA Forester may determine that individual trees require removal. Notice to remove such trees, indicating a compliance date, will be sent to owners. Failure to remove such trees brush prior to the stated compliance date will constitute a violation of the Association Rules. Fines for such violations will accrue until the trees are removed. C&RS Article VII, Section 2; Article VIII, Sections (a) & (l).

**a Dead Tree Removal.** All dead trees must be removed from the property.

**b Attachments to Trees.** Owners are prohibited from permanently attaching anything to or in trees without first obtaining written permission from the Forestry Department.

### V. COVENANTS ENFORCEMENT PROCEDURES

**Receipt of Complaints.** Complaints may be received from property owners or the Association General Manager and his or her staff, orally at the Architectural Standards Office in person, or via telephone, fax, e-mail, or mail. Identification of the complainant is not mandatory and should not be included unless the complainant so requests.

Complaints will be transcribed to a TDA Covenants complaint form and date stamped with the date of receipt. Date stamped complaints shall be forwarded to the Compliance Inspector.

**Record Keeping.** Open Complaints and all associated documents, shall be maintained by the Compliance Inspector with references to such documentation in the appropriate Architectural Standards Office computer database. When complaints are closed, the file will be transferred to the Architectural Standards Office individual unit and lot file cabinets.

**Communications with Complainant and Respondent.** All written and verbal communications with the complainant and respondent shall be noted and included in the file. Within ten working days of the original complaint, a complaint status will be provided to the complainant, if contact information is available. If the initial inspection failed to confirm the complaint, the complainant shall be so notified.

In cases where the complaint cannot be photographed or verified by Staff, such as, but not limited to, "Noxious Activities"(excessive noise, etc.) the complainant will be encouraged to personally attend the hearing. However, if the complainant chooses not to attend, a signed, written statement will be considered.

**Initial Inspection.** Within two working days of receipt, every complaint will receive an initial inspection. The Compliance Inspector, or other assigned employee, will perform the initial inspection. He/she will note the date, time and conditions observed. A photograph shall be taken of the conditions existing at the property. The complaint form and photo will be logged for enforcement. If a condition cannot be verified, it shall be so noted in the file and closed.

**Initial Contact.** Prior to the sending of any Notice of Non-Compliance, reasonable attempts will be made to contact the respondent via telephone to seek voluntary compliance. Appropriate database shall be checked for respondent's telephone contact numbers. In cases where there is no listing of telephone number for the respondent, reasonable attempts will be made to obtain the number by calling directory assistance in the respondent's city of residence. If contact is made during these initial contact calls, the respondent will be advised of the following:

1. Nature of the complaint made.
2. That the Association is seeking voluntary compliance.
3. That a Notice of Non-Compliance will be sent as a matter of policy.

A notation recording the telephone contact date, time and content will be made for inclusion in the file.

**Notice of Non-Compliance.** Within 5 days of receipt of a verified complaint, a notice of non-compliance will be sent to the respondent at the respondent's address of record and will state a re-inspection date of not less than fourteen days (four days mailing time, 10 days to correct the violation). Staff has the authority to extend a re-inspection date by one week without referring to the Committee.

The notice shall state the verbatim wording of the rule alleged to have been violated and the specific conditions in violation of the rule. The notice shall state that if the violation is corrected prior to the re-inspection date, the case will be closed. However, if the same violation occurs within 1 year of the re-inspection date, the respondent will be scheduled for a hearing before the Covenants Committee.



The notice of non-compliance shall contain a summary of the covenants enforcement procedures, listing actions that the Association may take to correct violations, including fines, interest and late fees, suspension of membership rights (voting, amenity access, ability to hold office, ability to purchase season passes), alternative corrective actions that may be taken at the expense of the owner.

**Re-inspection.** Within three days after the listed re-inspection date, the alleged violation shall be re-inspected. The Inspector shall note the date, time, conditions observed, and a photo shall be taken, where appropriate.

If the condition has not been corrected as of the re-inspection date, the matter shall be referred to a sufficiency review, as described below:

If the condition has been corrected prior to the re-inspection date, the file will be closed. If the same offense occurs at the property within 1 year of the re-inspection date, staff will request a sufficiency review.

**Sufficiency Review.** Sufficiency Reviews will be conducted within two days of a staff review request. At the Sufficiency Review, a member or alternate member of the Covenants Committee will review the complaint, inspection reports and photos. The Reviewer may visit the property location, record his or her observations, and deliver the information back to the Compliance Inspector. The Reviewer shall then direct staff to:

1. Issue a Notice of Hearing
2. Conduct further investigation
3. Dismiss the complaint due to compliance or lack of jurisdiction.

Dismissed complaints will be filed in the Architectural Standards Office individual unit and lot file cabinets. A status

acknowledgment will be provided to the respondent and to the complainant.

The Compliance Inspector, for scheduling, will retain complaints requiring further investigation. They shall be reviewed jointly by the Compliance Inspector and the Reviewer involved. Should the Inspector and Reviewer fail to agree as to how to proceed on such a complaint, the matter will be reviewed by a member of the Committee, not involved in the matter, whose opinion shall control.

**Notice of Hearing.** When the Sufficiency Reviewer and the Covenants Inspector deem it appropriate, a Notice of Hearing shall be prepared and sent both by first class, and via certified mail, return receipt requested, to the respondent at the respondent's address of record. The mailings shall include all appropriate information pertaining to the violation. Notices of Hearings shall be sent no less than 19 days prior to the scheduled hearing date (four days for mailing, 15 days prior notice required). The respondent shall be advised of the date and time that a hearing has been scheduled, and the possible actions that the Hearing Panel can take, including fines,

abridgement of membership rights, corrective action at the expense of the owner.

**Hearing.** The content and results of hearings shall be recorded in the hearing minutes. A minimum of three Covenants Committee members, and/or alternates, are required to hold a hearing. A majority of the panel must agree on any action taken. No committee member or alternate member, who filed the complaint in the current matter, may be a member of the hearing panel. If a fine is imposed it may be determined from the date of re-inspection to the date of the hearing. The Hearing Panel will consider any unusual circumstances. Staff shall inspect the property on the day of the hearing, recording the current condition, and take a photo. If an inspection reveals that the respondent has complied, that fact will be presented at the hearing. If it is determined at the hearing that the violation did exist but has since been corrected, the Hearing Panel will determine the appropriate fine for the violation. Said fine may be suspended for a period of one year from the last hearing date unless the same violation is found, at a properly noticed hearing, to have been repeated within that period. In such cases, the fine previously suspended may be imposed for the prior violation, along with any penalties found appropriate with regard to the subsequent violation.

If a quorum is not met on the day of the hearing, the following procedures will be followed:

1. If the respondent did not attend the hearing, the hearing will be rescheduled.
2. If the respondent was present for the hearing, the case will be closed with no action taken.

If, as of the day prior to the hearing date, the violation has not been corrected, the Hearing Panel shall schedule a re-inspection date. If at the re-inspection, the violation has not been corrected a new hearing date will be set where the

Hearing Panel may determine alternative action be taken to resolve the issue.

Staff will notify the respondent and the complainant of the results of the hearing.

**Notice of Hearing Decision.** Within ten working days of the hearing, a Notice of Hearing Decision shall be prepared and sent both by first class mail, and via certified mail, return receipt requested, to the respondent at the respondent's address of record. If the decision is adverse to the respondent, notice of the respondent's appeal rights shall be included. The notice shall state any fines levied against the respondent, and if appropriate, if those fines were suspended. The notice shall contain a summary of the covenants enforcement procedures, listing actions that the Association may take to correct violations, including fines, interest and late fees, suspension of membership rights (voting, amenity access, ability to hold office, ability to purchase season passes), alternative corrective actions that may be taken at the expense of the owner. The notice will include information on the property owner's appeal rights and that the owner may appeal all Hearing Panel

decisions to the Board of Directors Appeal Board.

**Appeals Authority.** The Board of Directors is the appeals authority for all decisions of the Covenants Committee. All such decisions may be appealed within 15 days following receipt of the Covenants Committee's decision by the offending Owner. A request for an appeal hearing by the Board of Directors must be in writing on a form provided to the offending Owner. This form will be provided to the Owner with the notice of the Covenants Committee's decision. C&Rs Art. XIII, Sec. 7(c).

**Definitions.** Where terms included in these Covenants Rules are defined in either the C&Rs or Bylaws, they are intended to be given the same meaning.

## VI. SCHEDULE OF FINES, PENALTIES

The Covenants Committee will hear and decide cases involving alleged violations of the Governing Documents and Covenants Rules. If a Member is found to have violated a provision of the Governing Documents or a Covenants Rule, the Member may be fined and/or have his/her access to amenities abridged according to the following schedule and the provisions of the Governing Documents.

**Collection of Fines.** Coincident with the mailing of a notice of hearing decision, staff will provide written notice to the Accounting office, which shall include the owner's name, unit and lot numbers of the property and fine amount. The Accounting office will follow proper procedures regarding notification and collection of fines.

**Alternative Corrective Actions.** The Hearing Panel may recommend to the Board of Directors that corrective action be taken to clear violations.

**General Common Area and Amenity Rules.** The following schedule of fines is applicable to Common Area Rule violations. Any and all costs incurred by the Association in efforts to correct damage inflicted in violation of any rule may be added to the below-listed fines and collected as "Special Individual Assessments" as defined in the C&Rs.

- Camping on Common Areas \$200
- Off-Road Vehicles \$300
- Vegetation Removal \$200 to \$5,000 (per tree involved plus replacement)
- After Hours Use \$200
- After Hours Parking \$100
- Fireworks, firearms and fire safety rule violations starting at \$1,000 and up to \$5,000 per incident.
- Hunting and Trapping \$300
- Animal Control \$200
- Equestrian Use \$200
- Smoking \$100

FINES MAY BE ASSESSED, PER INCIDENT, ON A DAILY, WEEKLY, OR MONTHLY BASIS ACCORDING TO THE

NATURE AND SEVERITY OF THE INFRACTION AND AT THE DISCRETION OF THE COVENANTS COMMITTEE.

**Amenity Usage and Conduct Rules.** A violation of any amenity usage and conduct rule, as posted and/or available at the amenity, may result in the expulsion of the rule violator for the remainder of the day of occurrence. Repeated or severe violations may result in the imposition of a fine of \$100.00 and/or a further suspension of amenity use privileges.

**Private Property Rules.** A violation of any of the Private Property Rules listed above may result in a fine of \$400 for the 1st violation, \$800 for the 2nd violation, and \$1600 for the 3rd violation, all occurring within a one- year period from the first hearing, including garbage spills. Garbage Spill, 2nd violation \$800.00. Tree and/or vegetation removal, \$200 to \$5,000 per tree involved, plus replacement.

- Noxious activities violation starting at \$400 and up to \$1,000 per incident.
- Business activities violation starting at \$400 and up to \$2,000 per incident.
- Fire safety rule violations starting at \$1,000 and up to \$5,000 per incident.
- Seasonal fire ban rule violation up to \$5,000 per incident.

FINES MAY BE ASSESSED, PER INCIDENT, ON A DAILY, WEEKLY, OR MONTHLY BASIS ACCORDING TO THE NATURE AND SEVERITY OF THE INFRACTION AND AT THE DISCRETION OF THE COVENANTS COMMITTEE.

## VII. ALTERNATIVE REMEDIES

The Association may elect to ensure compliance and correction of violations through alternative remedies in lieu of or in addition to enforcement through fines and penalties, as provided herein.

**The following remedy may apply where no emergency is found to exist:**

Should a violation be identified and verified through an Administrative Investigation under the auspices of the Covenants Committee and following notice to the property owner under current procedures and the affording of an opportunity to appear before the Covenants Committee at a hearing; the Association may, but is not obligated to, enter upon the violator's property (under authority of Article III, Section 6(b) of the C&Rs) and effect correction of the violation.

The actual work of correction undertaken in this manner will be accomplished by a third party under contract with the Association, on open account, whose fees have been approved in advance by the Association.

All fees earned by the third party and all Association overhead expenses related thereto shall immediately become the obligation of the property owner, due and payable to the Association within thirty (30) days of billing.

Should payment not be received within the time provided, all amounts described above, along with late fees, interest and appropriate costs of collection, shall become a Special Individual Assessment (under authority of Article IV, Section 5 of the C&Rs), whereupon the Association will immediately begin appropriate collection procedures including, but not limited to, suspension of Association membership rights.

Amended:

Feb. 24, 1998

Feb. 25, 1998

Mar. 04, 1998

Mar. 20, 1998

Jan. 21, 2000

Apr. 19, 2001

Mar. 16, 2002

Feb. 06, 2003

Nov. 20, 2004

Mar. 7, 2005

Sep. 16, 2006

Apr. 24, 2007

Sep. 22, 2012

Jan. 24, 2015

Oct. 24, 2015

Mar. 18, 2016

Aug. 24, 2018

Oct. 27, 2018

Jun. 21, 2019

Jul. 27, 2019

Oct. 19, 2019

Jul. 24, 2020

Sep. 17, 2021