

TURNSTONE HOMEOWNERS ASSOCIATION
Use Restrictions

In addition to all of the covenants contained in Turnstone Homeowners Association CC&R's, the use of the Project and each Residence in the Development is subject to the following:

1. **Lot/Residential Use:** No Lot shall be occupied and used except for residential purposes. No trade or business shall be conducted in any Residence except that Declarant may use a Lot for a model home or sales office.
2. **Residential and Professional Use:** A Lot may be used as a combined residence and executive or professional office by the Owner or occupant thereof, so long as such use does not interfere with the quiet enjoyment by other Owners of their Residence and does not include visiting clients and is authorized under City ordinance.
3. **Health Care Facility:** No health care facility operating as a business or charity shall be permitted in the Development, unless permitted by law or ordinance, which preempts this restriction.
4. **Family Day Care:** No family day care center shall be permitted within the Project except as specifically authorized by California Health and Safety Code § 1597.40 and other applicable statutes. The Association is: 1) to be named as additional insured, 2) held harmless from any liability arising out of the existence and operation, adhere to and abide by the Association's rules, 3) provide proof of insurance if asked.
5. **Nuisances:** No noxious, illegal, or seriously offense (to a reasonable person) activities shall be conducted on any Lot, which may become a serious annoyance or may interfere with the quiet enjoyment of each Owner.
6. **Permitted Vehicles and Parking:** Please see previous page.
7. **Signs:** A single sign of customary and reasonable dimensions advertising any Residence for sale, lease or rent shall be allowed to be displayed within areas of the Project that are designated in the Rules regarding such signs that comply with the requirements of State Law or conform to the requirements of State Law.
8. **Animals:** Normal and customary household pets may be maintained within the development in compliance with all local ordinances and the following conditions: no animal shall be maintained for commercial purposes, the Lot owner of the animal shall immediately clean up after the animal and the Owner shall be responsible for any damage caused by their animal. After notice and a hearing the board may require the removal of any animal that is a nuisance or danger to other Owners.
9. **Trash and Storage of Material:** No rubbish and trash shall be allowed to accumulate. Lot Owners shall dispose of trash, garbage, recycling and other refuse in sanitary containers.
10. **Radio and Television Antennas:** Without the prior written authorization of the Board, no Owner shall install television, FM, AM, or amateur radio antenna or satellite dish in excess of one (1) meter. Notwithstanding the foregoing, subject to such reasonable restrictions (as defined in and subject to Section 1376(b) of the Civil Code) as the Association may from time to time establish.
11. **Lease:** No Owner may lease or rent his/her Residence for transient or hotel purposes, which includes rental for any period less than thirty days. All leases shall be subject in all respects to

provisions of the Declarations, the Bylaws and all Rules adopted by the Board.

12. **Window Coverings:** All drapes, curtains, shutters, blinds or other window coverings visible from the street or Common Areas shall be white or off white in color or lined in white or off white, or as the case may be, of colors, materials and patterns which are approved by the Board.
13. **Clotheslines:** There shall be no outside laundering or drying of clothes. No draping of towels, carpets, or laundry over exterior railings shall be allowed.
14. **Motor Vehicle Maintenance:** No motor vehicle maintenance (other than washing, clean up and emergency repairs) shall be permitted on the Project except with prior written approval of the Board.
15. **Alterations, Modifications and Additions:** There shall be no alterations, modifications or additions made to any Lot or any improvement thereon except in compliance with the provisions of Article 7.
16. **Compliance with Law:** No Owner shall permit anything to be done or kept on his Lot that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal agency. Nothing shall be done or kept on any Lot that might increase the rate of insurance or cause cancellation thereof.
17. **Drilling:** No drilling, mining, or quarrying operation shall be conducted on any Lot or the Common Area at any time.

TURNSTONE HOMEOWNERS ASSOCIATION
RESOLUTION OF ARCHITECTURAL ESTOPPELS

(This policy shall take effect 30 days from the date of publishing and upon the delivery or attempted delivery by first class mail to last registered address of all members of the Association.)

It is the responsibility of each member to maintain and upkeep said property in accordance with the CC&R's and certain other published standards of the Association (collectively, the "Governing Documents")

The Board of Directors wishes to prevent purchasers obtaining title ownership to non-conforming interests (noncompliance), it is in the interest of the purchaser and the Membership to devise a plan of "Architectural Assurance."

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of Turnstone Homeowners Association have adopted:

First: The Board of Directors may delegate to either an Architectural Committee (or similarly instituted Committee) or to a third party (its managing agent) the responsibility to perform an inspection of the property, to make sure the condition of the property is in compliance with the Associations Governing Documents.

Second: All members of the Association are required to notify the Board of Directors not more that (10) ten business days after they enter into a contract to convey all or a portion of their interest located within the Association. Within (10) ten business days after receipt of such notice, the Board of Directors will send such seller a notice requiring the seller to contact the Association to schedule an exterior inspection not later than (10) ten business days prior to the close of escrow.

Third: Within (10) business days after the exterior inspection of the interest, the Board of Directors shall issue a report indicating whether the property that is subject of escrow is or not in compliance with the Governing Documents. The report will be known as the Architectural Estoppels Report and will be issued to the owner/agent of the separate interest at the close of escrow or immediately following close of escrow. The report shall notify the owner/agent of any non-compliance which exists, along with such actions which must be taken to bring the property into compliance.

Fourth: Prior to the close of escrow the Board of Directors, whether directly or through its Architectural Committee, managing agent, or such other persons as are designated from time to time by the Board of Directors, shall instruct the escrow to withhold the sum of **\$5000.00** in the Association's name. If there are any items not in compliance on the inspection.

Fifth: The Association may require that such non-compliance be corrected within (90) days, after which the Association, with due notice, may cause the repairs to be performed and the costs deducted from the amount withheld in escrow.

Sixth: The inspection shall notify the owner/agent by the issuance of the Architectural Estoppels Report of the condition and shall require written letter from the owner/agent which guarantees at the least the following:

1. That the owner shall make all such repairs prior to conveyance of the property to the new owner, but not later than ninety (90) days from the date of the Architectural Estoppels Report; or
2. That the owner shall provide instructions acceptable to the Association that the repairs be performed within (90) days from the date of the sale and that all costs for the repair shall be paid from escrow, until compliance is achieved to the satisfaction of the Association.

Seventh: The Association or its agent will charge a \$100.00 reimbursement assessment against each interest or charge the escrow directly for each Architectural Estoppels Report plus any other actual expenses incurred in bringing the separate interest into compliance.

Eighth: Within (10) business days after the issuance of an assessment demand, the seller has the right to request a hearing with the Board of Directors at their next regularly scheduled Board Meeting to appeal the assessment. No funds shall be withdrawn in connection with such assessments until after 30 day appeal period has passed.

Turnstone Homeowners Association

VIOLATION ENFORCEMENT

AND FINE POLICY

The Turnstone Homeowners Association Board of Directors met on February 8, 2017 and adopted the following Enforcement Policy regarding the governing documents:

FIRST VIOLATION: A notice advising the member of a violation will be sent from the Board through the management company or legal counsel. Such written notice will specify the violation of the CC&Rs, and/or policies adopted by the association, and advise the member that subsequent violations or failure to correct this violation, will result in a notice of a hearing with the Board of Directors.

***If the violation is a threat to life, limb or property the member may be requested to attend a hearing without a first violation notice.**

HEARING NOTICE: Any violation that is not rectified will be considered a repeat/continuing violation. The member will receive a notice of hearing regarding the ongoing offense. The notice will include the nature of the violation for which the member may be disciplined. This notice will be delivered by first class mail at least ten (10) days prior to the scheduled hearing date. The hearing is an opportunity for the member to discuss the matter with the Board of Directors.

HEARING: For any continuing or repeat offense that has not be rectified a hearing will be held with the Board of Directors to discuss the violation. At the time of the hearing the Board has the option to impose monetary fines/disciplinary action for each violation. If the member is absent from the hearing, or there is no written response received from the member, the Board shall assume the member does not contest the violation and the Board shall render a decision on the matter without a hearing. In addition, the member may be fined up to but not exceeding one hundred dollars (\$100.00) for not appearing or responding to the hearing notice. If the member's failure to correct the violation results in the expenditure of funds by the association to correct the violation, the notice shall also state that the Board may vote to levy a Reimbursement Assessment for costs incurred by the association to correct the problem, if the Board finds that a violation has occurred. The hearing shall be held by the Board of Directors at the time and place set forth in the notice. The hearing shall be a public hearing and shall be open to all members, unless the member being heard requests a private hearing with the Board. The accused member shall be entitled to respond to the charges and present oral and written evidence at the hearing. The hearing shall be informal and rules of evidence shall not apply.

HEARING OUTCOME: If the Board imposes disciplinary action/monetary fines on a member, the action will be decided after the hearing, in executive session, with just the board and association manager in attendance. The Board shall provide the member a written notification of the decision, by first class mail, within fifteen (15) days following the hearing.

FINE SCHEDULE: The fine schedule is as follows: First fine, One hundred (\$100.00), per violation, Second fine for same offense Two hundred (\$200.00), Third fine for the same offense, Three hundred (\$300.00). All subsequent fines will increase in \$100 increments until the violation is corrected. The Board has the option to impose on going, re-occurring fines for uncorrected, repeat/continuing violations. **If the violation is a threat to life, limb or property fines may begin at \$500 for first offense.**

The Board also has the authority to impose reoccurring fines and daily fines if violations remain outstanding, continuing or repeat.

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