

# **GRASSY RUN HOMEOWNERS' ASSOCIATION**

## **OPERATING RULE 17-01**

### **AUTHORITY FOR OPERATING RULES, AND GOVERNING DOCUMENTS DEFINITIONS**

WHEREAS, it is the goal of the Grassy Run Homeowners' Association to have a nice, quiet, safe and clean community;

AND WHEREAS, it is the responsibility of all homeowners to know and adhere to the terms and provisions of all of the Governing Documents of the Association;

AND WHEREAS, it is necessary and proper that common definitions be established for various terms appearing and used in various of the Governing Documents of the Grassy Run Homeowners' Association;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Grassy Run Homeowners' Association as follows:

#### **ARTICLE I - AUTHORITY FOR OPERATING RULES**

Article VI, Section 1 of the By-Laws of the Grassy Run Homeowners' Association provides that the Board of Directors of the Grassy Run Homeowners' Association shall have the power to:

"(a) Adopt and publish rules and regulations governing the use of the private roads, road easements, gates and associated structures and facilities within [Grassy Run] and the personal conduct of the Members and their guests, and to establish penalties for infractions.

(b) Impose a monetary penalty and/or suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association, or during any period in which such Member is guilty of an infraction of published rules and regulations. . . .

(c) Exercise for the Association all powers, duties and authority vested in, or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Declaration. . . ."

Article VI, Section 2(f) of the By-Laws of the Grassy Run Homeowners' Association provides that "[i]t shall be the duty of the Board of Directors to . . . [c]ause the roads, road easements, gates and associated structures and facilities to be maintained."

The terms and provisions of this Operating Rule 17-01 are incorporated by reference into each and all other Operating Rules of the Grassy Run Homeowners' Association.

## ARTICLE II - DEFINITIONS

The following terms and/or words, when appearing in any Governing Document of the Grassy Run Homeowners' Association, shall have the following meanings:

1. The terms "Association," "The properties," "Parcel," "Owner," "Members," and "Regional Committee" shall have the definitions and meanings ascribed to them in Article I, Section 1, and in Article II, Sections 1 and 2, of the Declaration of Covenants and Restrictions, as from time to time amended, of the Grassy Run Homeowners' Association. Those terms are defined therein as follows:
  - A. "Association" shall mean and refer to the Grassy Run Homeowners' Association.
  - B. "The properties" shall mean and refer to all such existing properties and additions thereto, and are subject to this Declaration and any Supplemental Declaration under the provisions of Article II hereof.
  - C. "Parcel" shall mean any parcel, lot, or plot of land where composed of minimum acreage as required by El Dorado County zoning.
  - D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or plot situated upon the property, but shall not mean or refer to any lien holder under or until such lien holder has acquired title due to foreclosure or any proceeding in lieu of foreclosure.
  - E. "Members" shall mean and refer to all those owners who are members of the Association as provided in Article II.
  - F. "Regional Committee" shall mean and refer to all those owners who are members of the Association and who share a specific interest due to the location of their parcels.
2. In addition to the meanings set forth in paragraph 1 above, the term "The properties" means and includes all of the parcels located, from time to time, within Grassy Run and subject to the Declaration of Covenants & Restrictions of the Grassy Run Homeowners' Association, as may be, or have been, amended and/or restated from time to time.
3. In addition to the meanings set forth in paragraph 1 above, the term "Parcel" includes those portions of any parcel which are encumbered by the private road network described in and established by Article III of the Declaration of Covenants and Restrictions, as from time to time amended, of the

Grassy Run Homeowners' Association.

4. In addition to the meanings set forth in paragraph 1 above, "Members" means and refers to all those persons who are owners of parcels within Grassy Run and who are subject to GRHA's Governing Documents. All owners and members, by acquiring title to any parcel within Grassy Run, are deemed to have consented to be bound by the provisions of the Governing Documents. Where legal title to a parcel is held in the name of a Trust or other inanimate entity, the individual or individuals who are the beneficiaries or other legal or equitable owners of that Trust or other inanimate entity are treated as the Members associated with that parcel.
5. "Grassy Run" means and refers to the geographical area consisting of the real property originally described in Book 5 of Parcel Maps, at Page 160, recorded in the Official Records of El Dorado County, California, on May 29, 1974, as amended on May 27, 2009, and as may subsequently from time to time be or have been further amended.
6. "GRHA" means the Grassy Run Homeowners' Association, a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law of the State of California.
7. "C&Rs" means the Declaration of Covenants and Restrictions of GRHA, originally recorded in the Official Records of El Dorado County, California, at Book 1263, at Page 466, and as may subsequently from time to time be or have been amended and/or restated.
8. "By-Laws" means and refers to the By-Laws of GRHA, initially adopted on April 29, 1984, and as may subsequently from time to time be or have been amended and/or restated.
9. "Board" means and refers to the Board of Directors of GRHA, its governing body.
10. "Resolution" or "Resolutions" means and refers to one or more of various Resolutions adopted from time to time by the Board for the purpose of governance of GRHA.
11. "Operating Rules" means and refers to one or more of various Operating Rules and regulations adopted and established by the Board from time to time, pursuant to Resolution or otherwise, for the purpose of governance of GRHA.

12. "Governing Documents" means and refers to the Articles of Incorporation, the C&Rs, the Bylaws, the Resolutions and the Operating Rules of GRHA, and such other documents as the Board may hereafter, from time to time, adopt and issue for the purpose of governance of GRHA, and amendments, restatements and supplements thereto.
13. "Eligible Members" means and refers to those members who are not delinquent in payment of dues, fines, assessments, or other obligations to the Association, and to those members who are not under suspension for any other violation of GRHA's Governing Documents.
14. "Occupants" means and refers to all those persons who reside in any home on, or otherwise occupy, whether permanently, indefinitely or temporarily, any parcel within Grassy Run. The term includes, but is not limited to, owners, inhabitants, renters, lessees, licensees, permittees, employees, and all other persons occupying any such parcel. All occupants, by reason of their occupancy of any such parcel, are subject to the terms and provisions of GRHA's Governing Documents, and are deemed to have consented thereto.
15. "Invitees" means and refers to guests, visitors, contractors, service providers, delivery persons, and all other persons expressly or impliedly invited to any parcel within Grassy Run.
16. "Application" means a formal written request for action or approval by GRHA, in a format prescribed by GRHA.
17. "Complaint" means a formal charge by the Board accusing a person and/or entity of one or more infractions or other violations of the Governing Documents.
18. "Infractions" means violations of, or other instances of non-compliance with, any of the requirements of the Governing Documents.
19. "Shall" and "Must" mean an imperative and mandatory action, obligation, requirement or absolute duty, and together with the word "not" means an absolute mandatory prohibition.
20. "May" means a permissive or discretionary action or refusal to act, except that the term "may not" means an absence of permission or discretion and constitutes an absolute mandatory prohibition, identical to the term "shall not".

21. "Will" means that a future action or event is directory and is anticipated and expected, but is not imperative or mandatory.
22. "Chair" means and refers to the presiding officer at a meeting of GRHA officers, officials and/or members. The presiding officer of the Board, and of GHRA, is the GRHA President or his or her delegatee. The presiding officer of the GRHA Roads Committee is the GRHA Roads Superintendent. The presiding officer of any other GRHA meeting, gathering or committee is that person elected by the attendees and participants at that meeting or gathering, or the members of that committee.
23. "Discharge of Weapons" means the use of any firearm (except in circumstances involving urgent self-defense of person or property or emergency defense of others), but does not include the shooting of single-action B-B guns in such a manner that adjoining parcel owners and members are not affected or impacted, and does not preclude the shooting of injured animals for humanitarian purposes.
24. "Junk" means and refers to, but is not limited to, trash, refuse, paper, glass, cans, bottles, garbage, rubbish, rags, ashes, waste, salvageable materials, scrap metals or materials, inoperable appliances, parts, tools, inoperable and/or unregistered vehicles, vehicle parts, vehicle hulks, machinery, discarded furniture, and materials from demolition, alteration or construction, which detracts from the general standards of the neighborhood, or which would be viewed by a person of reasonable sensibilities as offensive.
25. "Domestic animals" means and refers to household pets (including but not limited to dogs and cats), horses, donkeys, mules, burros, cattle, sheep, goats, swine, rabbits, and domestic avian commonly kept as domestic animals (including chickens and roosters), as from time to time specified in the El Dorado County Ordinance Code, provided that no such animals may be kept for commercial purposes.
26. "Semi-annual" means twice a year.
27. "Structure" means a single family private residence dwelling with a minimum of fourteen hundred (1400) square feet of interior floor space.
28. "Accessory Structure" means:
  - \* Garage, carports, storage sheds.
  - \* Swimming pools and spas.
  - \* Shade structures, arbors, trellises, and gazebos.



\* Barns, stables, and other animal shelters.

\* Guesthouse, for occupancy by guests, extended family members, or employees, with no greater than 400 square feet and not containing kitchen and/or cooking facilities, for non-commercial use only.

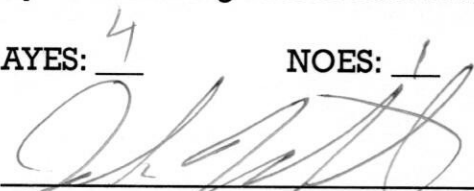
\* Pool house, workshop, or artist studio, may contain a bathroom but shall not contain kitchen and/or cooking facilities nor be utilized for housing residents or guests.


29. "Motor vehicle" means any vehicle propelled by combustion and/or electric engines or otherwise having a motorized propulsion system.
30. "Licensed motor vehicle" means any motor vehicle that has an appropriately affixed, valid, current license applicable to its use, issued by a state or federal motor vehicle department.
31. "Private road network" means and refers to the roads in the Grassy Run private roadway system, consisting of Grassy Run Road, Castle Lane, Buck Mountain Road, Rolling Rock Road, Reservation Road, Turkey Track Road, Stones Throw Road and Little Brush Ridge Road. The private road network does not include private driveways, including but not limited to that driveway extending to the west of Grassy Run Road and serving four parcels. The private road network is subject to non-exclusive reciprocal easements of passage by the Association's members and occupants, and to a maintenance easement in favor of the Association.
32. "Roadway" means that portion of any road constituting a portion of the Grassy Run private road network that has been paved, asphalted, chip-sealed, or otherwise surfaced for vehicular travel.
33. "Road easement" means that portion of any parcel within Grassy Run shown on any parcel map and/or plot plan, recorded in the Official Records of El Dorado County, as a non-exclusive easement for the purposes of utilities, roads and/or other common uses for the benefit of all members of GRHA.
34. "Main road corridor" means that portion of the private road network consisting of the following roadways:
  - a. Grassy Run Road from Grassy Run Court to Rolling Rock Road;
  - b. Rolling Rock Road in its entirety; and
  - c. Reservation Road from Rolling Rock Road to Stones Throw Road.
35. "Parked or unattended" means any motor vehicle in a stationary or non-moving position and in which no individual is present.

36. "Gross vehicle weight" means the total weight of any motor vehicle plus any load being carried in or on the vehicle at a particular time.
37. "Obstructs" or "Obstruction" means any fence, object, or material that impairs, detours or prevents the normal passage of vehicles, pedestrians, animals or water in any roadway, road easement or ditch.
38. "Basic maximum speed" means, unless otherwise designated and posted, the maximum speed at which any vehicle may travel on the Grassy Run private road network under existing driving conditions, giving consideration to weather, visibility distance, blind curves, topographic configuration, and any other condition or situation that might impact considerations of driver and pedestrian safety.
39. "Operate vehicle in a safe manner" means the act of driving a vehicle in such a manner as not to endanger any other vehicle, or any pedestrian, animal, or other property.

ADOPTED BY THE BOARD OF DIRECTORS OF THE GRASSY RUN HOMEOWNERS' ASSOCIATION at a regular meeting of said Board, held on the 28th day of June, 2017, by the following vote of said Board:

AYES: 4 NOES: 1 ABSTENTIONS:     ABSENTS:    

  
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Jack Martin, President

  
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Vivian Abplanalp, Secretary