

-1-
GOLD RIDGE FOREST
PROPERTY OWNERS ASSOCIATION
C C & R'S COMPLIANCE COMMITTEE RULES

2005

The Gold Ridge Forest Property Owners Association, acting pursuant to Article XII Section 7 of the First Restated Declaration of Covenants, Conditions and Restrictions and in accordance with the authority granted the Board of Directors, has adopted the following Rules, governing among other things, the conduct of the members and their guests with respect to the use of the properties, all common areas and common facilities.

These rules have been adopted in the interest of the general welfare of the members and to insure the rights and privileges of all the members, and are consistent with the goals and objectives set forth in the Articles of Incorporation, the Bylaws of the Association, and the First Restated Declaration of Covenants, Conditions and Restrictions. These rules are not for the purpose of augmenting or supplementing duties and obligations provided therein.

These Rules may be amended and modified from time to time by resolution of the Board of Directors of the Association.

The Association shall provide each member with a copy of the Rules and any modification thereof. These Rules shall be binding upon every member, tenants and occupants of lots within the Properties of the Association.

ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1, Remedy of Law Inadequate. It is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitude contained in the Governing Documents of the Association are inadequate and that failure of any Owner, Tenant, Occupant or user of any lot to comply with any provision may be enjoined by appropriate legal proceedings instituted by any owner or the Board of Directors.

Section 2. Nuisance. Without limiting the generality of the foregoing section, the result of every act or omission whereby any covenant contained in the Association's Governing Documents is violated in whole or in part is declared to be a nuisance, either public or private, shall be applicable against every such act or omission.

Section 3. Costs and Attorney's fees. In any action brought because of any alleged breach or default of any Owner or other party hereto under the Association's Governing Documents, the court may award to the prevailing party in such action such as attorney's fees and other costs as it may deem just and reasonable.

Section 4. Cumulative Remedies. The respective rights and remedies provided by the Association's Governing Documents or bylaws shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, or any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner, tenants or occupants of lots to perform or observe any provision of the Association's Governing Documents.

Section 5. Failure Not a Waiver. The failure of any Owner, the Association or its agents to enforce any of the Covenants, Conditions, Restrictions, Limitations, Reservations, Grants or Easements, Rights, Rights-of-ways, Liens, charges or equitable servitude contained in the Governing Documents shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association, or any of its officers and agents.

Section 6. Rights and Remedies in Response to Violations.

(a) Rights Generally. In the event of a breach or violation of any of the equitable servitude's contained in the Association's Governing Documents by an Owner, his or her family, or the Owner's guests, employees, invitees, licensees, or tenants the Association for and behalf of all other Owners, may enforce the obligations of each owner to obey such covenants and or restrictions through the use of such remedies as are deemed appropriate by the Board of Directors and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, and the pursuit of legal action: provided, however, the Association's right to undertake disciplinary action against an owner or resident shall be subject to the conditions set forth in this section of the rules. The decision of whether it is appropriate or necessary for the Association to take enforcement or disciplinary action in any particular instance shall be within the sole discretion of the Board of Directors. In addition to enforcement of the Covenants, Conditions and Restrictions by the Association, any owner of a lot shall have such rights of

enforcement as exist by law.

(b) Schedule of Fines. Acting in accordance with Section 8 below, the Board of Directors may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate.

(c) Definition of “Violation”. A violation of any provision of the Association’s Governing Documents shall be defined as single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Association may include one component for the violation and, according to the Association’s discretion, a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures.

(d) Limitation of Disciplinary Rights.

(i) Hearings. Except as provided in subparagraph (ii), below, no penalty or formal legal action shall be initiated or imposed pursuant to these Rules unless the owner or resident alleged to be in violation is given at least seven (7) days prior notice of the violation and is given an opportunity to be heard before the Board of Directors with respect to the alleged violation(s) at a hearing conducted at least five(5) days before the effective date of the proposed disciplinary action. The Board shall have the discretion and authority to delegate the conduct and administration of enforcement hearings to a compliance committee appointed in accordance with Section 7 below.

(ii) Summary Enforcement Action. Notwithstanding the foregoing, under circumstances involving conduct that constitutes:

(A) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighborhood residents:

(B) a traffic or fire hazard;

(C) the cutting or removal of any live tree 10 inches in diameter or larger from a lot or common area; or

(D) a violation of the Covenants, Conditions and Restrictions that is of such a

nature that there is no material question regarding the identity of the violator or whether a violation occurred (such as vehicle parking violations), the Association, or its duly authorized agents, may undertake immediate corrective or disciplinary action, including, as appropriate, the imposition of fines, the issuance of construction stop orders (“red tags”), or the pursuit of injunctive relief or temporary restraining orders if the Association’s summary action does not involve a formal court proceeding, then upon request of the offending owner or resident (which request must be received by the Association, in writing, within 10 days following the Association’s disciplinary action), or on its own initiative, the Association shall conduct a hearing on the matter as soon thereafter as reasonably possible.

(iii) Notice and Time Requirements for Hearings. If the Association acts on its own initiative to schedule a hearing, notice of the date, time and location of the hearing shall accompany the notice of disciplinary action. If the accused owner or resident desires a hearing, a written request therefore shall be delivered no later than 10 days following the date when the summary enforcement action is taken. The hearing shall be held no less than fifteen (15) days nor more than thirty (30) days following the date of the disciplinary action or fifteen (15) days following the receipt of the accused owner’s/resident’s request for a hearing, whichever is later. Under such circumstances, any fine or disciplinary action shall be held in abeyance and shall only become effective if affirmed at the hearing. The Association may establish a date or dates certain each month for the conduct of enforcement hearings.

(e) Notices. Any notice required by these Rules shall, at a minimum, set forth the date and time for the hearing (consistent with subparagraph (d), above), a brief description of the action or inaction constituting the alleged violation of the Association’s Governing Documents and a reference to the specific provision of the Declarations alleged to have been violated. The notice shall be in writing and may be given by any method reasonably calculated to give actual notice, provided, however, that if notice is given by mail, it shall be sent by first class or certified mail sent to the last known address of the owner or resident shown on the official records of the Association.

(f) Rules Regarding Disciplinary Proceedings. Acting in accordance with Section 8 below, the Board of Directors or a compliance committee appointed by the Board to conduct and administer disciplinary hearings and related proceedings

pursuant to Section 7, below, shall be entitled to adopt rules that further elaborate and refine the procedures for conducting disciplinary proceedings. Such rules, when approved and

adopted by the Board Directors, shall be binding upon the owners and residents as if set forth in full herein.

Section 7. Compliance Committee

(a) **Appointment of Committee.** Acting pursuant to California Civil Code 1353-1354, the Board of Directors may establish a Compliance Committee, consisting of Association members in good standing, to hear and decide cases involving alleged violation of the Governing Declarations. The committee shall consist of a minimum of three Association members serving at the pleasure of the Board for a period of one year. If no committee is established, the Board shall perform this function.

(b) **Jurisdiction and Hearing Procedures of the Committee.** The Compliance Committee shall review written complaints from owners, the Board of Directors, or the Association's Design Review Committee (for violations relating to specific improvement projects within the jurisdiction of the Design Review Committee) regarding alleged violations of the Declarations and rules, regulations or procedures adopted pursuant thereto, and when determined appropriate, conduct hearings and make findings regarding the alleged violations(s). The Compliance Committee may levy penalties and/or fines (pursuant to a Board approved fine schedule) in the event the allegations regarding such violations are found to be true. To perform the foregoing, the Compliance Committee shall adopt rules of procedure for enforcement hearings and shall conduct its hearings in accordance with such rules, after they have been approved by the Board of Directors.

(c) **Appeals.** The decisions of the Compliance Committee, if established, may be appealed to the Association's Board of Directors within fifteen (15) days following receipt of the Committee's decision. Decisions of the Board shall be final and binding. Procedures for appeal and the hearing of appeals shall be set forth in rules and procedures adopted by the Association.

(d) **Court Action.** Court actions to enforce the Associations governing Documents may be initiated by the Association or by any owner of property within the Association.

Section 8, Public Hearing on Compliance Guidelines, Rules and Fine Schedules.

Prior to adopting, amending, or rescinding any schedule of fines or penalties or rules for disciplinary proceedings:

- (a) The complete text of the proposed rules shall be published in the Gold Ridge Property Owners Association Newsletter and also posted at the Association's Principal office at 4101 Opal Trail, Pollock Pines, CA.
- (b) For a period of thirty (30) days following publication and posting the proposal shall be open to public review. Written comments may be tendered to the Association's office during this period.
- (c) Between the 15th and 30th day of the comment period there shall be at least one public hearing on the proposal and notice of the date, time and location of the hearing shall be posted at the Association's principal office
- (d) Upon compliance with subparagraph (a) above, the compliance guidelines, rules and fine schedule may be adopted by the Association either as presented or as modified by the Board of Directors to reflect the public comments received.

RULE 1

Section 1. In order to affect an orderly process in the management of the Rules and Regulations, the Covenants, Conditions and Restrictions contained in the Governing Documents of Gold Ridge Forest Property Owners Association (GRFPOA), it is necessary to have an enforcement policy. This policy shall become effective July 1, 2000 and shall continue in force until changed by official action of the Board of Directors. The enforcement policy covers all items from the Rules and Regulations, the Covenants, Conditions and Restrictions and Bylaws, as well as any further policies, rules and regulations or amendments enacted by the Board of Directors and published to the Association members.

Section 2. Compliance Committee. A compliance committee shall be appointed by the Board of Directors composed of a minimum of three (3) members of the Association in good standing and serve at the pleasure of the Board for a period of one year. Committee

members may be appointed to additional one year terms at the discretion of the Board of Directors. The committee shall review all written complaints from Association members, the Board, and the Architectural Design Review Committee regarding alleged violations of the Association's Declarations, rules, regulations or procedures pursuant thereto, and, when determined appropriate, conduct hearings and make findings regarding the alleged violation(s). The Compliance Committee may levy penalties and/or fines (pursuant to a Board approved fine schedule) in the event the allegations regarding such violations are found to be true.

Section 3. Violation Schedule.

- (a) Each violation of a specific rule during a period of one year shall result in a fine up to:
- (i) First violation – Warning
 - (ii) Second violation - \$100.00
 - (iii) Third violation - \$200.00
- (b) Each violation or non-compliance with a specific rule may carry a separate and additional schedule of supplemental assessments as set forth under each specific rule contained herein.
- (c) For any violation and providing that all proper notices and opportunities for hearing have been satisfied, the Board of Directors may impose temporary suspension of the property owner's rights as a member of the Association or other appropriate discipline including denying the suspended member the right to use the common facilities. For any violation beyond a third violation, and providing that all proper notices and opportunities for hearing have been satisfied, the Board of Directors may commence non-judicial foreclosure by recording a Notice of Default and /or may determine that legal action is necessary in order to meet the Board's responsibilities on behalf of the Associations' entire membership.

Rule II - Parking

Section 1. Recreation vehicles, motor homes, house trailers, campers, boats, trailers and motorcycles may only be parked or stored within the boundaries of the residence lot, except that such vehicles may be parked for a short duration for purposes of loading and unloading on the roadways of the properties. Notwithstanding the foregoing, parking on the roadway easement during heavy snow conditions will be allowed subject to El

Dorado County ordinances (Article VIII Section 15a).

Section 2. No commercial vehicle exceeding five (5) tons in gross weight may be parked on the residence lots or roadways within the properties except for a short duration in normal business of loading and unloading supplies, equipment or household goods. (Article VIII Section 15a).

Section 3. No parking of any vehicles or trailers shall be allowed on unimproved lots, unpaved areas or dirt areas; and trailers, motor homes, or mobile homes will not be allowed on a lot for temporary housing during the construction of a residence, except as approved by the Board of Directors. (Article VIII Section 15(e)).

Section 4. No motor vehicle shall be constructed or reconstructed outside the garage and no dilapidated or inoperable vehicle including vehicles without wheels or an engine, shall be stored on the residence lot or common areas; provided, however, that the provisions of this Section shall not apply to expeditious repairs or routine tune-up maintenance performed within the garage. Vehicles requiring repairs may only be permitted to remain in such condition for a period not to exceed thirty (30) days, otherwise they will be considered a nuisance, and will be required to be removed from the owner's lot. (Article VIII Section 15d).

Section 5. For violation of any section of this rule, GRFPOA may give one (1) day written notice of violation before further Association action, which may include a supplemental assessment of up to one hundred dollars (\$100.00) for each violation.

Rule III. Maintenance of Owner Properties.

Section 1. No owner or occupant of any lot in the association properties may place, store or keep building materials or appliances (except during the course of construction or remodeling) or other materials of any nature upon any lot which detracts from the residential character and aesthetic appearance of the neighborhood. Firewood shall be neatly stacked and located a safe distance from the residential structure to preclude a fire hazard. (Article VII Section 2).

Section 2. All lots, whether occupied or unoccupied, and any improvements thereon,

shall at all times be maintained in such a manner as to prevent them from becoming unsightly or unattractive. Proper maintenance shall include, among other things, painting, and weed and vegetation control so as to create a thirty-foot defensible zone around the residence in accordance with the California Department of Forestry guidelines. All unoccupied lots shall have a vegetation control program implemented to eliminate heavy fuel loads on the ground thereby creating a fire hazard.)Article VII Section 2 & 3).

Section 3. There shall be no accumulation or dumping of rubbish, garbage, yard trimmings or other waste materials on any lot or common areas. (Article VIII Section 8).

Section 4. There shall be no cutting of trees ten (10) inches or larger in diameter on a lot without prior approval of the Board of Directors. Violation of this section may include a supplemental assessment of up to two thousand five hundred dollars (\$2,500.00) for each tree cut without a written permit from the Board of Directors. Compliance with PRC 4291 is valid reason for issuing permit to cut.

Section 5. There shall be no cutting of trees, improvements, excavation or work which in any way alters any common area from its natural or existing state except by the Association or its' agents and then only in strict compliance with the provisions of the Association's Declarations. Violation of this section may include a supplemental assessment of up to two thousand five hundred (\$2,500.00) dollars for each violation. (Article VIII Section 20).

Section 6. Any citation issued for an alleged violation of this Rule (Rule III Maintenance of Owner Property), carries a right of appeal through the Compliance Committee to the Board of Directors, with proper notices and opportunities for a hearing, prior to final enforcement action.

Rule IV. Use of Residential Lots

Section 1. There shall be no drilling, refining, quarrying or mining operations of any kind on any residential lot. (Article VIII Section 1i).

Section 2. There shall be no camping, whether temporary or permanent, and no temporary structures of any kind on any lot within the properties. (Article VIII Section 1e).

Section 3. All lots within the properties shall be used solely for the construction of single family residences. No more than one kitchen facility shall be installed or maintained in any residence. In no event shall a residence be occupied by more individuals than permitted by applicable law, zoning or other governmental regulation. (Article VIII Section 1).

Section 4. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes on any lot, which is visible from any neighboring lot. (Article VIII Section 10).

Section 5. No illegal, noxious or offensive activities shall be carried out or conducted upon any lot or common area nor shall anything be done within the properties which is or could become an unreasonable annoyance or nuisance to a neighboring property owner. Without limiting the foregoing, no owner shall permit noise, including, but not limited to barking dogs, the operation of excessive noisy stereo amplifier systems, television, motor vehicles or power tools, to emanate from an owner's lot or common areas which would unreasonably disturb any other owner or tenants enjoyment of his or her lot or the common area. (Article VIII Sec 3).

Section 6. For violation of any section of this Rule, GRFPOA may give fifteen (15) days written notice of the violation prior to hearing action before the Compliance Committee before further action which may include assessment of up to five hundred dollars (\$500.00) for each violation.

Rule V. Household Pets
(Art. VIII Sec 5)

Section 1. Dogs and similar pets shall be allowed within the Association properties only when they are leashed or otherwise under the positive control and supervision and restraint of their owners. Failure to leash dogs may result in the Association having the loose animal removed and the costs assessed to the member. This action is necessary to allow members, families, and guests to safely use Gold Ridge facilities and common areas, meet El Dorado County lease law requests, and to reduce potential liability exposure and mitigate insurance costs.

Section 2. No animals, livestock, or poultry of any kind shall be raised, bred or kept or maintained on any residential lot or common area.

Section 3. No dogs will be allowed within the common areas unless they are leashed and under the supervision and restraint of their owners.

Section 4. No dog (s) shall be allowed to bark or create a disturbance that annoys or disturbs any person.

Section 5. No household pet shall be left chained or otherwise tethered within the common areas.

Section 6. Pet owners shall be responsible for the prompt disposal of their pet's waste when deposited on any portion of the Common areas or any other owner's lot.

Section 7. For violation of any provisions of this rule the Association may give fifteen (15) days written notice of the violation before further hearing action and may include a supplemental assessment of up to one hundred (\$100.00) dollars for each violation.

Rule VI. Business Activities **(Art. VIII Sec 7)**

Section 1. No owner or occupant of any residence lot may conduct business or commercial activities of any kind whatsoever in any residence, garage, or out building or in any portion of any lot without written approval of the Board of Directors.

Section 2. All of the following criteria shall be met to qualify a use as an acceptable home occupation or business:

- a. The use of the dwelling for the home occupation shall be clearly incidental and subordinate to its use for residential purposes.
- b. There shall be no display of products produced by the occupants of the dwelling, which are visible in any manner from the outside of the dwelling unit.
- c. The dwelling use shall not generate pedestrian or vehicular traffic beyond that which is normal in a residential district nor in any case requires the parking of more than two additional vehicles on the residence lot at any one time.

- d. There shall be no storage of material, equipment, or supplies out-of-doors.
- e. There shall be no remodeling or construction of facilities especially for the home occupation, which changes the external appearance of the residence from a residential to a more commercial appearing structure.
- f. There shall be no visible evidence of the conduct of such home occupation outside the structure.

Rule VII. Signs
(Art. VIII Sec 6)

Section 1. There shall be no signs or billboards of any kind displayed on any lot or posted within or upon any portion of the common area, except that owners may post on their lots any signs required by legal proceedings and a single “For Lease” or “For Sale” sign no larger than 18” by 24”.

Section 2. Construction site identification:

- a. To identify a construction site and facilitate delivery of building materials to the site, one (1) sign not larger than 18” by 24” may be displayed naming only the prime or general contractor responsible for construction activity at the site. This sign shall be promptly removed when the construction has passed final inspection.

Section 3. Directional and informational signs for the lodge and recreation area shall be allowed in the common areas. However, ancillary signs such as “garage sale”, “open house”, “wood splitter”, etc. shall not be posted on the Gold Ridge Signs.

Section 4. Any non-conforming, unapproved, or unauthorized sign displayed on any lot or common area within the properties shall be immediately removed without further notice and disposed of by the Association or its agents. Violation of this Rule may subject the member or his/her tenant to further monetary assessments up to two hundred (\$200.00) dollars per violation.

Rule VIII. Architectural Controls

Section 1. Architectural controls as well as certain other activities (landscaping, etc.) are vested in the Architectural Review Committee pursuant to the provisions of the CC&Rs (Article V). Violation of the requirements of the Architectural Review Committee shall subject the Association lot owner to a monetary assessment as set forth in the following schedule:

New Construction. For proceeding with new construction without prior written approval (permit) signed by a majority of the Board of Directors.

	Assessment up to:
Residence	\$1,000.00 per day
Landscaping	50.00 per day
Swimming Pool	100.00 per day
Occupancy of Structure (Prior to issuance of a valid permit).	50.00 per day

Improvements. For proceeding with construction of improvements to existing structures or to lots prior to receiving a written permit signed by a majority of the Board these include but are not limited to:

- Using construction materials
- Roof work
- Exterior color schemes and changes
- Late changes or additions after review and approval of design disclosure drawings
- Remodeling
- Reconstruction
- Alterations
- Additions
- Decks, fences, sheds, retaining walls.

The Architectural Review Committee shall give five (5) days written notice of the violation before the Association action for a hearing and may include a supplemental assessment of up to five hundred dollars (\$500.00) for each violation.

Rule IX. Use of Common Areas
(Art. VIII Sec 7)

Every owner shall have a nonexclusive right and easement of enjoyment in and to the common areas within the properties, including ingress and egress to and from the owners lot. In concert with these user rights is the responsibility for each Association member, including guests, tenants or lessees to ensure that the common areas are maintained in their natural or existing states. The Association or its agents engaged in vegetation control and fire hazard abatement are enjoined to preserve the natural state of the common areas as much as practical while meeting California Department of Forestry guidelines, for vegetation control.

Section 1. There shall be no public drunkenness, abusive or obnoxious behavior allowed in the pool area, picnic area, tennis courts or lodge area.

Section 2. Any action of vandalism, destructive behavior, or abuse and damaging of property within the boundary of the recreation area is unacceptable and subject to penalties under this rule.

Section 3. Repeated violation of the swimming pool safety rules by minors or adults are subject to penalties under this rule. In the case of minors, the responsible adult with the minor at the pool will be subject to fines and penalties.

Section 4. Owners who bring guests in excess of five persons will be subject to fines and penalties.

Section 5. Owners and guests who enter the locked pool and tennis court areas after hours will be subject to criminal and civil prosecution. Fines of up to five hundred (\$500.00) dollars per violation may be assessed. The member is also subject to any costs associated with damage to facilities or grounds and legal costs.