

Operating Rules (Required Civil Code Sec. 4525)
Tuscan Bluffs At Copper River Ranch

Order: 5R5ML52MB
Address: 11345 N Via Montessori Dr
Order Date: 05-08-2026
Document not for resale
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**RESOLUTION ADOPTING
TUSCAN BLUFFS AT COPPER RIVER RANCH OWNERS ASSOCIATION
ARCHITECTURAL STANDARDS AND REVIEW PROCEDURES**

WHEREAS, Civil Code §1378 applies if an association's governing documents require association approval before an owner of a separate interest may make a physical change to the owner's separate interest and requires the association to provide a fair, reasonable and expeditious procedure for making its decision and that a decision on a proposed change must be made in good faith and may not be unreasonable, arbitrary, or capricious;

WHEREAS, Section 5.3 of the Declaration of Covenants, Conditions and Restrictions of Tuscan Bluffs at Copper River Ranch (Tract 5268) (the "Declaration") provides that no improvement of any kind such as exterior additions, changes/alterations will be made to any lot until the plans and specifications showing the nature, color, kind, height, including front, side and rear elevations, materials and location, have been submitted in writing to the Architectural Committee.

WHEREAS, the Board of Directors of the Association has determined that it is important to implement the procedures set forth in the Declaration to provide a fair, reasonable, and expeditious procedure for the Architectural Control Committee for making its decision on proposed Improvements;

WHEREAS, Civil Code §1378 further provides that a decision on a proposed change shall be in writing and, if a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors;

WHEREAS, the Board of Directors of the Association has determined that it is important to provide further procedures requiring a written decision of the Architectural Control Committee;

WHEREAS, Civil Code §1378 requires an association to annually provide its members with notice of any requirements for association approval of physical changes to property;

NOW, THEREFORE, BE IT RESOLVED, that the Association adopt and implement the following procedures for issuing a written decision by the Architectural Control Committee:

If the proposed Improvement is disapproved, the applicant is entitled to reconsideration by the Board of Directors of the Association, at an open meeting of the Board. An applicant desiring reconsideration of the disapproved proposed Improvements shall provide a written request to the Board within fifteen (15) days of receipt of notice from the Architectural Control Committee disapproving of the proposed Improvements. The applicant's written request for reconsideration shall provide the specific items or issues to be reconsidered. The Board shall reconsider the decision of the Architectural Control Committee at an open meeting of the Board, scheduled within forty five (45) days of the Board's receipt of the applicant's request for reconsideration.

This procedure does not require reconsideration of a decision that is made by the Board of Directors or a body, including the Architectural Control Committee, that has the same

membership as the Board of Directors, at a meeting that satisfies the open meeting requirements of Civil Code §1363.05.

FURTHER RESOLVED, that the Association, consistent with applicable law, limit the actions of the Architectural Control Committee so that a decision on a proposed Improvement may not violate any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), or a building code or other applicable law governing land use or public safety; and

FURTHER RESOLVED, that the Association, consistent with the terms of the Declaration and these Resolutions, adopt the summary of the Association's Architectural Review Procedures, as set forth on Exhibit A, attached hereto and incorporated herein, for the review of proposed Improvements; and

FURTHER RESOLVED, that the Association annually provide its members with notice of the requirements for Association approval of physical changes to property containing the procedures that are attached to this Resolution as Exhibit A and incorporated herein by this reference.

Date: 9-9-08

EXHIBIT A
TUSCAN BLUFFS AT COPPER RIVER RANCH OWNERS ASSOCIATION
ARCHITECTURAL REVIEW PROCEDURES

Civil Code §1378 requires the Association to provide a fair, reasonable and expeditious procedure for making its decision on a proposal by a Member to make a physical change the Member's property. This procedure must comply with a number of specific requirements set forth in the statute.

The procedures that follow were drafted to reflect those statutory requirements and it is these procedures that will be used by the Association's Architectural Control Committee to review proposed Improvements, unless certain provisions of these procedures must be modified or amended to reflect subsequently enacted legislation.

Architectural Standards

A written proposal and application with specifications for any planned alterations or improvements to your Lot that will change the appearance from the street or common areas of the complex must be submitted to the Board of Directors/Architectural Committee for approval in advance. Such plans must be submitted through management in triplicate.

In the event the Architectural Committee fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been duly submitted in accordance with any rules regarding submission and considered complete, such plans and specifications will be deemed to have been approved.

Provisions for Architectural Approvals:

- No improvement of any kind such as exterior additions, changes/alterations will be made to any lot until the plans and specifications showing the nature, color, kind, height, including front, side and rear elevations, dimensions, materials and location, have been submitted in writing to the Architectural Committee.
- All plans and specifications shall be in compliance to the building setbacks.
- The Architectural Committee will have the authority to apply both subjective and objective criteria when considering submitted plans and specifications in good faith.

Submission of Plans; Action Taken by the Architectural Committee:

The Architectural Committee shall grant approval only if it finds that all of the following provisions have been satisfied:

- The Owner's plans and specifications conform to the Provisions of the Governing Documents that are in effect at the time the plans are submitted to the Architectural Committee.
- The Owner's plans and specifications will result in an improvement that is in harmony with the external design of the Development.

- The Owner's plans and specifications will not interfere with reasonable enjoyment of any other Owner of the Project.
- The proposed Improvement(s), if approved will be consistent with the architectural and aesthetic standard in the Development.

The Architectural Committee shall be entitled to determine that a proposed Improvement is acceptable even if the same color or similar Improvement/Component has previously been approved for another location in the Development. Factors that may cause the Architectural Committee to reject a proposal that was previously approved at another location include but are not limited to the following:

- Poor drainage;
- Visibility from any roads as well as the Association Common Area and/or neighboring lots;
- A Lot's proximity to other Lots or a major component; or prior adverse experience with the product or design of the proposed Improvement of any component thereof.

1. **Waiver.** The approval by the Architectural Control Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Architectural Control Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Architectural Control Committee may grant reasonable variances from the architectural control provisions hereof or from any Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

2. **Liability.** Neither the Declarant, the Architectural Control Committee, nor any Committee member shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (1) the approval or disapproval of plans, drawings and specifications, whether or not defective, (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (3) the development of any property within the Project, (4) the execution and delivering of a notice of noncompliance or non-completion, above, whether or not the facts therein are correct, if the Declarant, the Architectural Control Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and by approving any plans and specifications neither Declarant, the Architectural Control Committee, nor any committee member thereof, assumes liability or responsibility therefore, or for any defect in any structure constructed from such plans and specifications.



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Living in a Community Association

Who Owns What?

Your Community Association is a private, non-profit organization in which all property owners automatically become members and have certain rights and obligations. The Association owns the ownership of the common areas and homeowners own the lot their house sits on. The value of your home investment and the quality of life of your community depend on your community association...and the success of the association depends on you.

Who does what?

- A Member pays his/her assessments on time
- Association is responsible for maintaining common facilities
- Everyone abides by the same rules and regulations for a safe and enjoyable environment

How does a CA work?

- Initially administered by a Board of Directors elected by the owners
- Officers are elected by the Board
- Typically committees are formed (i.e. architectural, landscape, etc.)
- Typically professional management is hired to assist the volunteer members

What makes an Association work?

- Operating and maintaining common areas in an economical and efficient manner
- Developing long-range plans and budget accurately
- Assessing fees accordingly to support actual, present and future costs. Civil Code regulates assessment increases
- Enforcing regulations immediately

I. INTRODUCTION

WELCOME TO TUSCAN BLUFFS! The concept of shared ownership can be most enjoyable and rewarding. When you took title to your new home, you automatically became a member of the Tuscan Bluffs Homeowners Association, charged with the responsibility of maintaining a compatible environment for yourself and our neighbors.

1.01 Governing Documents

With all the advantages of living in a planned unit development, there must be rules and responsibilities so that the broad scope of resident expectations may be realized. Your right and remedies as members of the community family are controlled by Governing Documents, which include a Declaration of Covenants, Conditions and Restrictions (CC&R's), Articles of Incorporation, and Bylaws. Whether you rent or own your home, you are required to abide by all Rules and Regulations. The following is a summarization of the most relevant sections of the CC&R's. Please refer to your CC&R's for full and detailed description.

1.02 Board of Directors

The Board of Directors and other Committee members are volunteer homeowners concerned with the overall operation of the Association. They are charged with the responsibility to ensure the maintenance of the common area, which includes the grounds, walkways, and roadways.

1.03 Property Management

The Association has chosen to utilize the professional management services of I & I Property Management to assist with the ongoing operations and maintenance of the community. I & I can be contacted directly for information or assistance in resolving problems. Matters requiring Board attention or approval should be **submitted in writing** to management.

**I & I PROPERTY MANAGEMENT
5100 N. SIXTH STREET, SUITE 164
FRESNO, CA 93710
BUS: (559) 228-0606 FAX: (559) 228-0899**

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II. Your Unit and Its Residents

2.01 Owners

Owners pay a monthly assessment fee levied by the Association, which is used exclusively to promote the recreation, health, safety and welfare of the members, the improvement, replacement, repair, operation and maintenance of the common areas, and the performance of the duties of the Association as set forth in the governing documents (CC&R's).

2.02 Leases (Section §18.18 of the CC&R's)

Any owner who intends to lease his or her lot shall be responsible for assuring compliance by their tenants with all Governing Documents. A copy of the lease agreement shall be submitted to the Board no later than seven (7) days prior to the commencement of the terms of such lease.

2.03 Single-Family Residential (Section §11.14 of the CC&R's)

All lots shall only be used for the residential purposes of a household.

2.04 Commercial Use (Section §11.1 of the CC&R's)

No lot shall be used for commercial purposes at any time.

2.05 Members' Right of Enjoyment (Section §12.1 of the CC&R's)

Residents of Tuscan Bluffs are expected to respect their neighbors "right to quiet enjoyment". Illegal, offensive, or noisy activities that interfere with that right are in violation of City Ordinance and Association Rules and Regulation.

2.06 Animals (Section §11.6 of the CC&R's)

The Board shall have the right to establish and enforce sensible rules and regulations that impose reasonable control and keeping of animals in, on, and around the Development, to ensure that the animals do not interfere with the quiet and peaceful enjoyment of the Members of the Development.

Well cared for pets can add to the joy of the owner and be appreciated by their neighbors. In order to provide for the maximum enjoyment of owners and to minimize irritation to neighbors, the following rules are to be followed:

- 1) Up to two (2) dogs, two (2) cats or two (2) of any domesticated household pet may be kept on the lots;
- 2) Provided they are not kept, bred or maintained for any commercial purpose;

- 3) Pets shall be kept on a leash by a person capable of controlling the dog when on any portion of the Project except within the fenced area of the Owner's lot. The Association enforces all leash ordinances. If a pet wanders from the home, without restraint, it will be subject to collection by Animal Control.
- 4) Families with pets shall maintain their premises in a clean and sanitary condition. The responsible owner shall immediately clean, remove and dispose of feces in private yards or common areas promptly and properly dispose of such on their own lot.
- 5) Barking, howling dogs can become a real problem, particularly since most of this occurs when owners are away. Please make appropriate boarding arrangements for your pets if you are planning an extended absence.

2.07 Nuisance (Section §11.3 of the CC&R's)

No noxious or offensive trade or activity shall be carried on or upon any lot or any part of the Project, nor shall anything be done thereon which may be or may become an annoyance, health or safety concern or nuisance to the Project which shall in any way interfere with the quiet enjoyment of each of the Owners of his or her respective lot.

III. Common Areas

3.01 Architectural Standards (Section §5.1 of the CC&R's)

A written proposal with specifications for any planned alterations or improvements to your lot that will change the appearance from the street or common areas of the complex must be submitted to the Board of Directors/Architectural Committee for approval in advance.

Provisions for Architectural Approvals:

No improvement of any kind such as exterior additions or changes/alterations will be made to any lot until the plans and specifications showing the nature, color, kind, height, including front, side and rear elevations, material and location, have been submitted in writing to the Architectural Committee.

The Architectural Committee will have the authority to apply both subjective and objective criteria when considering submitted plans and specifications in good faith.

Submission of Plans: Action Taken by the Architectural Committee:

The Architectural Committee shall grant approval only if it finds that all of the following provisions have been satisfied:

- a) The Owner's plans and specifications conform to the provisions of the Governing Documents that are in effect at the time the plans are submitted to the Architectural Committee. All plans must include all pertinent specs,

materials, colors, dimensions and site/lot location of proposed structures, improvements and / or additions.

- b) The Owner's plans and specifications will result in an improvement that is in harmony with the external design of the Development.
- c) The Owner's plans and specifications will not interfere with the reasonable enjoyment of any other Owner of the project.
- d) The proposed improvement(s), if approved, will be consistent with the architectural and aesthetic standard in the Development.

The Architectural Committee shall be entitled to determine that a proposed improvement is acceptable even if the same color or similar improvement/component has previously been approved for another location in the Development. Factors that may cause the Architectural Committee to reject a proposal that was previously approved at another location include, but are not limited to, the following:

- a) Poor drainage;
- b) Visibility from any roads as well as the Association common area and/or neighboring lots;
- c) A lot's proximity to other lots or a major component; or
- d) Prior adverse experience with the product or design of the proposed improvement of any component thereof.
- e) Lots 160-171 will be restricted from any rear yard structure additions.

3.02 Temporary Structures (Section §11.4 f the CC&R's)

No structure of a temporary character, such as a trailer, basement, shack, barn, storage building, or shed or other outbuilding shall hereafter be used on any lot at any time either temporarily or permanently without the prior consent or approval of the Architectural Committee; provided, however, that the foregoing restriction shall not be a restriction upon the use of any lot owned by Declarant.

3.03 Antennae and Other Road Structures (Section §11.9 of the CC&R's)

No television, radio, or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on the Project unless and until the same shall have been approved in writing by the Architectural Committee, unless the same is contained within the building or underground conduits, or unless such structure is a video or television antenna. The antenna must have a diameter or diagonal measurement of one (1) meter or less and such antenna is not visible from any street or common area, as the case may be, provided such requirement does not

significantly increase the cost of the video or television antenna system (including all related equipment), and does not significantly decrease its efficiency or performance.

Notwithstanding the foregoing, all restrictions on video or television antennas (including satellite dishes) shall be subject to all applicable federal, state and local laws, including but not limited to, the Federal Telecommunications Act of 1996; and provided further that all television, radio, or other electronic towers, aerials, antennae or device of any type for the reception or transmission of radio or television broadcasts or other means of communication erected, constructed, placed, permitted to remain or used within the project shall comply with all such federal, state and local laws and regulations, including laws and regulations prohibiting interference with other electronic equipment.

No appliances or installations on exterior roofs or structures shall be permitted unless they are installed in such a manner that they are not visible from the common areas, Association maintenance area, common drives or other lots, except as otherwise provided above with respect to a video or television antenna and except that attic ventilators and solar panels which are architecturally treated in conformity with guidelines contained in the Architectural Standards (subject to the provisions of Section 714 of the California Civil Code, as same may be amended from time to time) and which have been approved by the Architectural Committee pursuant to the provisions of the Article hereof entitled "Architectural Committee" shall be permitted.

3.04 Drainage (Section §11.10 of the CC&R's)

No change in the established grade, elevation slope, or ratio of the cut and fills within the Development, which alters established drainage patterns, shall be permitted without prior written consent of the Board. Each Owner shall also maintain in good condition and repair all gutters and other drainage devices installed upon his or her lot.

3.05 Garages (Section §11.11 of the CC&R's)

Garage doors should not remain open for an extended period of time, and the Board may adopt rules for the regulation of the opening of garage doors.

3.06 Windows (Section §11.12 of the CC&R's)

Curtains, drapes, shutters or blinds may be installed as window covers. No window shall be covered with aluminum foil, newspaper or other material not designed for use as a window cover. Window coverings may only be mounted on the interior of a structure, and are prohibited on the exterior thereof. All awnings, shade structures and enclosed patios shall be subject to approval by the Architectural Committee.

3.07 Backboards (Section §11.13 of the CC&R's)

Unless otherwise approved by the Architectural Committee, no basketball backboards may be installed anywhere within the Project; provided, however, that a Resident Owner may install a basketball backboard, or temporary basketball backboard, in the rear of his or her lot provided that such basketball backboard is not visible from any common area, Association maintenance area or common drives at all times when not in use.

3.08 Solar and Other Energy Saving Devices (Section §11.16 of the CC&R's)

No solar and other energy saving device or system shall be permitted to be installed without the prior written approval of the Architectural Committee.

3.09 Vehicles (Section §11.5 of the CC&R's)

Only conventional passenger vehicles are permitted to park in the Project and only in designated areas. Vehicles of all Resident Owners shall be kept in garages except that "temporary parking" shall be permitted in designated areas. Each Resident Owner shall maintain the space within his or her garage so that at least two (2) vehicles may be parked therein. Resident Owners owning more than one (1) vehicle may park such excess vehicles in his or her garage or, with respect to excess cars, which are generally driven on an every day basis, on such Owner's driveway. (Provided that no owner shall park more vehicles on his or her driveway than the intended capacity of that driveway). There shall be no parking on the streets within the Project, except as otherwise provided in this Section, no commercial or recreational vehicles or equipment shall be permitted to remain upon the Project, including, without limitation, streets, alleys, driveways, or rear yards; provided, however, nothing contained herein shall preclude the parking of a vehicle within the garage of a lot, and provided further that commercial or recreational vehicles may remain "temporarily" upon the Project for deliveries and short periods for similar purposes.

Parking in the fire lane is not permitted at any time. The Board, prior to commencement, must approve parking of recreational vehicles within the Project. Parking of recreational vehicles will be permitted for unloading and loading purposes only for up to seventy-two (72) hours. No conventional passenger vehicle, recreational vehicle or equipment, or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, stored, disabled, serviced or repainted on a lot nor shall any non-operational vehicle be parked anywhere within the Project other than within the Owner's garage. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing of vehicles.

3.10 Signs (Section §11.2 of the CC&R's)

No sign or billboard of any kind shall be displayed to the public view on any portion of the Project except such signs as may be used by Declarant or its sales agents in connection with the development of the Project and sale of the lots; provided, however:

- (a) a member may display on his or her lot a sign advertising its sale or lease by him or her so long as such sign shall comply with any customary and reasonable standards promulgated by the Board as to the size, color, or other qualification for permitted signs;
- (b) An Owner may display a non-commercial sign, poster, flag, or banner if such sign:
 - 1) is made of paper, cardboard, cloth, plastic, or fabric;
 - 2) is posted or displayed in the yard, balcony or deck of the Owner's lot or in the window or door of the Owner's residence;
 - 3) does not include lights, balloons or any other similar decorative component, or include the painting of architectural surfaces;
 - 4) is not more than nine (9) square feet in size with respect to solid signs and fifteen (15) square feet in size for flags or banners;
 - 5) does not endanger public health or safety or violate a local, state, or federal law; and
 - 6) is not otherwise a nuisance.
- (c) This section shall not be deemed to prohibit a Member from displaying the flag of the United States made of fabric, cloth or paper and displayed from a staff or pole or in a window on or in that Owner's lot; provided, however, a depiction or emblem of the flag of the United States made of lights, paint, roofing, siding, paving materials, flora or balloons or any other similar building, landscaping or decorative component shall be prohibited; and
- (d) Owners may install a maximum of two (2) signs, which disclose that the lot is protected by a security system. Such security signs may be placed on or around the lot; provided, however, that such signs do not exceed customary dimensions.

3.11 Unsightly Items (Section § 11.8 in the CC&R's)

No trash, garbage, rubbish or other waste material shall be allowed to accumulate outside any lot unless stored in an appropriate sanitary, covered disposal container that has been designated for such use. There shall be no exterior drying or laundering of clothes on balconies, porches, patios or other outside areas. Trash receptacles must be brought in on the same day as pick-up and must be stored out of view of the common areas and/or neighboring lots.

3.12 Repair and Maintenance by Owner (Section §7.2 of the CC&R's)

Every Owner shall be responsible for the following maintenance and repair:

- (a) Every Owner/Tenant shall maintain his or her lot in a neat and attractive condition;
- (b) The Association shall be responsible for the maintenance of the exterior portions of the perimeter walls or fences adjacent to public streets or open

space surrounding the Project. In the event the Board shall determine that any perimeter wall has been damaged by an Owner or that an Owner of a lot which is adjacent to a wrought iron perimeter wall has permitted landscaping on his or her lot to grow upon such perimeter wall, then such Owner shall be responsible for repairing such damage or removing such landscaping in a timely manner and in accordance with such rules as the Board or Architectural Committee shall from time to time adopt;

- (c) Each Owner shall maintain the landscaping on his or her lot and prevent any landscaping from growing upon any wrought iron perimeter wall adjacent to his or her lot and shall properly maintain and periodically replace when necessary, any trees, plants, grass and other vegetation.
- (d) In the event that an Owner fails to comply with the obligations set forth in this section, then the Association or its delegates shall have the right, at reasonable times, to enter the lot to affect such repair, maintenance or other compliance, and the cost thereof shall be charged to the Owner of the lot.

IV. RULES ENFORCEMENT/VIOLATIONS

4.01 Rules and Regulations (Section §6.6 of the CC&R's)

The Board shall also have the exclusive power to adopt, amend, and repeal such rules and regulations as it deems reasonable which may include the establishment of a system of fines and penalties enforceable as remedial assessments, all as provided in the Bylaws.

4.02 Special Assessments (Section §3.8 of the CC&R's)

Special Assessments may be levied by the Association to fund any budgetary shortfall or to restore any funds transferred from the Association's reserve account. Special assessments shall also be levied by the Board against an Owner and his or her lot to reimburse the Association for any other charge designated as a special assessment in the CC&R's, the Articles of Incorporation, Bylaws, or Rules and Regulations.

V. ASSESSMENTS – AGREEMENT TO PAY

5.01 Date of Commencement of Regular Assessments (Section §3.11 of the CC&R's)

Monthly assessments shall commence on the date of the first day of each month.

5.02 Purpose of Assessments (Section §3.2 of the CC&R's)

The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members, managing the Project, enhancing the quality of life in the Project, assuring the continued maintenance and upkeep of the common area and Association maintenance area, protecting the value of the Project including, without limitation, the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area and the Association maintenance area or in furtherance of any other duty or power of the Association. The Association shall not impose or collect an assessment, penalty or fee that exceeds the amount necessary for the purpose or purposes for which it is levied.

5.03 Regular Assessments (Section §3.3 of the CC&R's)

The Board shall, at the time of the distribution date, determine the amount of the regular assessment to be paid by each Member. Each member shall thereafter pay to the Association his or her regular assessment in installments as established by the Board. Each such installment shall be due and payable on a date established by the Board in the written notice sent to members. In the event there are inadequate funds to meet all actual common expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the common expenses and determine the revised amount of regular assessment against each member and the date or dates when due.

5.04 Creation of the Lien and Personal Obligation of Assessments (Section §3.1 of the CC&R's)

Each Owner is deemed to covenant and agree to pay to the Association the following: regular assessments, special assessments, reimbursement assessments, capital improvement assessments, remedial assessments and reconstruction assessments. Such assessments shall be fixed, established and collected from time to time as provided in the CC&R's. Each assessment (other than reimbursement assessments and remedial assessments), together with interest thereon, late payment charges, attorneys' fees, court costs, and other costs of collection thereof shall be a charge upon the lot against which each such assessment is made. No Owner may waive or otherwise escape liability for assessments by nonuse of the common areas or the Association maintenance area or, any part thereof, or nonuse or abandonment of such Owner's lot.

5.05 Effect of Nonpayment of Assessments; Remedies of the Association (Section §4.1 of the CC&R's)

In the event any assessment is not paid when due, such assessment shall be deemed to be delinquent and in default. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against such owner as set forth in the Management Documents. In addition to any other remedies herein or by law provided, the Association may enforce the obligations

of the Owners to pay the assessments in any manner provided by law or in equity and, without any limitation of the foregoing, by any or all of the following procedures:

(a) Suspension of Rights: Monetary Penalties

The Board shall notify the delinquent Owner in writing, by either personal delivery or first-class mail, at least ten (10) days prior to a meeting of the Board to consider suspension of an Owner's rights and/or imposition of monetary penalties. The notification shall contain, at a minimum, the date, time and place of the meeting, the reasons for the proposed suspension and/or imposition of monetary penalties, and a statement that the delinquent Owner has the right to attend the Board meeting and may address the Board at the meeting. The Board shall meet in Executive Session if so requested by the delinquent Owner. Upon compliance with the foregoing procedure, the Board may:

- 1) suspend the voting rights of such Owner,
- 2) impose reasonable monetary penalties pursuant to a monetary penalty schedule established and posted by the Board bearing interest at a rate not to exceed the maximum limit imposed by law and/or,
- 3) suspend such Owner's right to use the common area for any period during which any assessment against such Owner's lot remains unpaid; provided, however, that these provisions shall not operate or be construed to deny or restrict ingress or egress of any Owner to and from such Owner's lot. The Board shall provide the delinquent Owner with written notification of the suspension or imposition of monetary penalties by either personal delivery or first-class mail within fifteen (15) days following Board action to impose such suspension or imposition of monetary penalties.

(b) Enforcement by Suit

By commencement and maintenance of a lawsuit or equity against any Owner or prior Owner to enforce the assessment obligation, such suit to be maintained in the name of the Association. Any judgment rendered in any such action may include the amount of the delinquency, interest thereon at the maximum legal rate per annum from the date of the delinquency, court costs and reasonable attorneys' fees in such amount as the Court may adjudge against the delinquent Owner.

(c) Enforcement by Lien

- (i) There is hereby created a "**Claim of Lien**", with power of sale, on each and every lot to secure payment to the Association of any and

all assessments which may be charged against any and all lots pursuant to this declaration (except reimbursement assessments and remedial assessments), together with interest thereon at the maximum legal rate per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At least thirty (30) days prior to recording a lien upon a delinquent Owner's lot to collect delinquent assessments, personal charges and any related charges, fees and costs of collection, reasonable attorneys' fees and interest, the Association shall provide a notification (a "Notice of Delinquency") to the Owner in writing by certified mail with the following:

- a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner has the right to inspect the Association's records, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed: **"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY SOLD WITHOUT COURT ACTION."**
 - b) An itemized statement of the assessments, personal charges and charges, fees and costs of collection, reasonable attorneys' fees and interest owed by the Owner.
 - c) A statement that the Owner shall not be liable to pay the charges, interest and cost of collection if it is determined that the assessment was paid on time to the Association.
 - d) The right to request a meeting with the Board as provided in Civil Code Section 1367.1(c)(3) and section 4.1(C) (iv).
 - e) The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to Section 19.4.
 - f) The right to request alternative dispute resolution with a neutral third party pursuant to Section 19.5 and Section 19.6.
- (ii) Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notice, the Association shall send additional copies of the Notice of Delinquency to the secondary address provided. The Association shall notify Owners of the right to submit secondary addresses to the Association at the time the Association distributes the pro forma operating budget pursuant to section 6.3. The Owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The Owner may identify or change a

secondary address at any time during the collection process; the Association shall only be required to send notice to the indicated secondary address from the point in time when the Association receives the request.

- (iii) Any payments made by the delinquent Owner toward the debt set forth in the Notice of Delinquency shall first be applied to the assessments owed by that Owner and, only after the assessments owed are paid in full, shall the payments be applied to the fees and costs of collection, attorney's fees, late charges or interest. When a delinquent Owner makes a payment that Owner may request a receipt, which will, in turn, be provided to the Owner. The receipt shall indicate the date of payment and the person who received it. The Association shall provide a mailing address for overnight payment of assessments.
- (iv) The delinquent Owner may submit a written request to meet with the Board to discuss a payment plan for the debt noticed in the Notice of Delinquency. The Association shall provide its members with the standards for payment plans, if any exist. The Board shall meet with the requesting Owner in Executive Session within forty-five (45) days after the postmark of the Owner's Request for Payment Plan, if the Request for Payment Plan is mailed by the Owner within fifteen (15) days after the date of the postmark of the Notice of Delinquency. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more Board members to meet with that Owner.

Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede the Association's ability to record a lien on the delinquent Owner's lot to secure payment of the delinquent assessments. Additional late fees shall not accrue during the payment plan period if the Owner is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

- (v) Prior to recording a lien for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to section 19.4, and if prior to initiating a foreclosure for delinquent assessments, be permitted to participate in dispute resolution or alternative dispute resolution with a neutral third party.
- (vi) At any time after the thirty (30) day period following delivery of the Notice of Delinquency to the delinquent Owner, the Association may elect to file and record in the Office of the Fresno County Recorder a notice of delinquent assessment against the lot of the defaulting Owner. The decision to record a Notice of Delinquent Assessment

shall be made only by the Board of Directors and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an open meeting. The Board shall record the vote in the minutes of that meeting. The Notice of Delinquent Assessments shall be executed and acknowledged by any officer of the Association

1. the name of the delinquent owner
 2. the legal description of the lot against which the delinquent assessment is made;
 3. the total amount of the delinquent, interest thereon, collection cost and reasonable attorneys' fee if then known
 4. a statement that the Claim of Lien is made by the Association pursuant to this Declaration and that a lien is claimed against said Lot in any amount equal to the amount stated and;
 5. the name and address of the trustee authorized by the Association to enforce the Claim of Lien by sale.
- (vii) The itemized statement described in Section 4.1 (c)(i)(2) shall be recorded together with the Notice of Delinquent Assessment.
- (viii) No later than ten (10) calendar days after recordation of the Notice of Delinquent Assessment, the Association shall mail a copy of the recorded Notice of Delinquent Assessment to every person whose name is shown in the Association's records as an Owner of the lot against which the delinquent assessment is made.
- (ix) Upon recordation of a duly executed original or copy of such Notice of Delinquent Assessment and mailing a copy thereof to the delinquent Owner, the lien claimed therein shall immediately attach and become effective. After the expiration of thirty (30) days after the recordation of the Notice of Delinquent Assessment, the lien may be foreclosed by appropriate action in Court or in the manner provided by law for the foreclosure of a deed of trust by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of California may from time to time be changed or amended.
- (x) The decision to initiate foreclosure of a lien for delinquent assessments shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board in an Executive Session. The Board shall record the vote in the minutes of the next meeting of the Board open to members. The Board shall maintain the confidentiality of the delinquent owner by indentifying the matter in the minutes by the lot number of the delinquent owners' lot rather than by name of the delinquent owner. The Board vote to approve foreclosure of a lien shall take place thirty (30) days prior to any public sale. If the delinquent owner occupies the lot, the Board shall provide notice by personal service to the delinquent owner or to the

owner's legal representative. If the delinquent owner does not occupy the lot, the Board shall provide notice by first class mail, postage prepaid, at the most current address shown on the books of the association. In the absence of written notification by the delinquent Owner to the Association of a mailing address, the Owner's lot may be treated as the delinquent Owner's mailing address.

- (xi) A nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption as set forth in Civil Code Section 1367.4.
- (xii) The Association shall have the power to bid-in at any foreclosure sale, trustee's sale or judgment sale and to purchase, acquire, lease, hold mortgage and convey any lot.
- (xiii) Notwithstanding the foregoing, if the amount of the delinquent assessments is less than one thousand eight hundred dollars (\$1,800.00), exclusive of any accelerated assessments, late charges fees and costs of collection, reasonable attorneys' fees and interests, the lien claimed in a Notice of Delinquency may not be foreclosed by judicial or nonjudicial foreclosure until the "Permissible Foreclosure Date". This date, which shall be the earlier of:
 - (a) the date on which the amount of the delinquent payment is equal to or exceeds one thousand eight hundred dollars (\$1,800.00), exclusive of any accelerated assessments, late charges, fees and costs of collection, reasonable attorneys' fees and interest, or
 - (b) the date on which such delinquent assessments are more than twelve (12) months delinquent. Until the Permissible Foreclosure Date, the Association may attempt to collect or secure the debt of the delinquent Owner in either of the following ways:
 - b.1) file a civil action in Small Claims Court,
 - b.2) record a lien on the Owner's lot in accordance with the procedures set forth above, or
 - b.3) which the Association may not foreclose upon until the permissible foreclosure date
 - b.4) attempt to collect or secure the delinquent payments by any other manner provided by law, except for judicial or nonjudicial foreclosure.

- (xiv) The proceeds of any foreclosure shall first be paid to discharge Court costs, court reporter charges, reasonable attorneys' fees, title costs of the sale, and all other expenses of the proceedings and sale, and the balance of the unpaid sales proceeds after satisfaction of such charges and unpaid assessments hereunder or any liens shall be paid to the defaulting Owner. Any purchaser at such sale shall thereupon be entitled to a deed to the lot and immediate possession of the lot and shall have the right to apply to a Court of competent jurisdiction for such orders as may be reasonable for the purpose of acquiring and possessing the lot.
- (xv) Within twenty-one (21) days after timely curing of any default for which a Notice of Delinquent Assessment was filed by the Association, the officers of the Association are hereby authorized and directed to record an appropriate release of such lien in the Office of the Fresno County Recorder.

TUSCAN BLUFFS OWNERS ASSOCIATION RULES AND REGULATIONS

- 1) It is the responsibility of each homeowner to maintain, repair, replace, restore, rebuild and decorate their residence and lot and all improvements, in a neat, sanitary, workable and attractive condition. Owners shall keep all shrubs, trees, grass and plantings of any kind on his/her lot and all planted areas on his/her lot neatly trimmed, properly cultivated and free of trash, weeds and other unsightly materials.
- 2) Written approval of the Architectural Committee is required before Owners may make any modifications to the exterior or roof of a residence or residence lot. No work required to be performed on a residence or residence lot, including routine maintenance and repairs may result in changes to the exterior appearance shall be undertaken without the prior written consent of the Architectural Committee. Window hangings, awnings, solar panels, basketball hoops and backboards, satellite TV dishes, fences and similar additions shall be deemed to alter the exterior appearance thereof.
- 3) Owners are expected to maintain all fences installed upon their lot in a neat, clean and attractive condition. The cost of reasonable maintenance of party improvements shall be borne equally by the Owners of the residence lots sharing such improvements.
- 4) Residents are to use the garage for vehicular parking. Storage or other uses shall not conflict with the use of such garage for the parking of vehicles. No automobile overhaul or maintenance work shall be permitted in the project except within the confines of a garage. There shall be no parking on the streets overnight unless approved so by the Board.
- 5) Mobile homes, travel trailers, trucks, campers, house trailers, boats, boat trailers, or similar items of equipment are not permitted to be kept, parked, stored, or maintained within the Project except within the confines of a garage unless approved so by the Board. No such vehicle so placed shall be used for living purposes. No stripped down, wrecked or junked motor vehicle shall be kept, parked, stored or maintained within the Project, except within the confines of a garage upon a residence lot.
- 6) Owners are responsible for regular removal of all rubbish, trash and garbage from their resident lot at the Owner's sole expense. Rubbish, trash or garbage will not be allowed to accumulate. Trashcans may be put out the day of pick-up, and must be brought back in on the same day.

- 7) No laundry or wash shall be dried or hung upon any residence lot so as to be visible from view of a neighboring lot, public streets or the common area.
- 8) No noxious or offensive activity or nuisance shall be carried on or maintained within the Project, nor shall anything be done or placed upon any property, which shall cause unreasonable embarrassment, disturbance or annoyance to other residents.
- 9) Families with pets shall maintain their premises in a clean and sanitary condition. The responsible owner shall immediately remove and dispose of feces in private yards or common areas promptly and properly dispose of such on their own lot. The following are some of the restrictions on animals, as found in the CC&R's:
 - a) Up to two (2) dogs, two (2) cats or two (2) of any domesticated household pet may be kept on the lots;
 - b) Provided they are not kept, bred or maintained for any commercial purpose;
 - c) Pets shall be kept on a leash by a person capable of controlling the dog when on any portion of the Project except within the fenced area of the Owner's lot. The Association enforces all leash ordinances. If a pet wanders from the home, without restraint, it will be subject to collection by Animal Control.
- 10) One "For Sale/Lease" sign of customary size and shape may be placed on a residence lot.
- 11) Storage in or upon a residence lot shall be in an enclosed area not visible from adjoining streets, the common area or other residence lots. Storage in a garage cannot conflict with vehicular parking. Storage in the common area is limited by the Board of Directors and will include equipment or materials for use solely in connection with the common area maintenance.
- 12) Windows must be covered with appropriate drapery. No window may be covered with aluminum foil, newspaper or other material not designed as a window covering.
- 13) Basketball standards may not be installed upon the lot unless it is not visible from the common areas and/or neighboring lots. Portable basketball standards may be brought out while in use, but must be brought back in while not in use and stored out of view of common areas and/or neighboring lots. Portable basketball standards are not permitted in the streets at any time.