

**TIERRA OAKS ESTATES  
HOMEOWNERS ASSOCIATION**

**Rules and Regulations Established by the  
Board of Directors**

**Codified February 27, 2018**

Amended 11.30.2020

**Pursuant to Government Code §12956.1**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

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## **SECTION 1 INTRODUCTION**

The Architectural Rules and Regulations (the "Rules and Regulations") have been prepared to guide Members in the development and maintenance of lots and residences within the Tierra Oaks Estates development. While these Rules and Regulations encourage the creative individuality of Lots and Residences, they also aim to ensure the preservation of the natural beauty of the development and maintain the quality and visual integrity of the community. Thus, the purpose of these Rules and Regulations is both to assist you in developing plans which are well suited to your Lot and to protect the investment of existing property by assuring that all Lots and Residences within the community meet the high level of quality which has been established as the standard.

The following Rules and Regulations, in conjunction with Articles 4 and 9 of the Declaration of Covenants, Conditions and Restrictions for Tierra Oaks Estates (the CC&Rs), describe the considerations the Architectural Review Committee (the "ARC") will apply in reviewing the architectural designs and landscaping plans for your Lot and/or Residence in the Tierra Oaks Estates development. They also detail the Rules and Regulations that owners must insure that their contractor must observe while improvements are being made at a Lot and/or Residence. Finally, they explain the composition and operation of the Architectural Review Committee.

The following are general points owners must keep in mind when reading these Rules and Regulations:

- The ARC's responsibility is to accommodate creativity and appropriateness of design while maintaining high standards of quality and integrity. These Rules and Regulations are generally broad indications of goals and objectives, combined with some clear prohibitions and requirements. Please understand that this approach leaves decisions to the ARC's judgment. In exercising its judgment, the ARC will make decisions in keeping with design objectives on which Tierra Oaks Estates is founded. However, there may be individual decisions with regard to your Lot or Residence or others with which you do not agree. We hope there will be very few of those and that you will understand the balances the ARC must make.
- The focus of these Rules is the outward perception of Tierra Oaks Estates and of the Residences and land within that community. Therefore, the scope of design review is limited exclusively to what can be seen, heard, or otherwise sensed from outside each property. In studying terms like "visible" or "screened," we refer only to visibility from the Golf Course, from the street or from neighboring properties. What cannot be seen from these areas is not controlled by these Rules and may be handled without the need for any review.
- You will notice many capitalized terms in these Rules and Regulations. If you are in any doubt as to the exact meaning of those terms attached as Definitions, as well you should review the CC&Rs for additional definitions.



Before you start the design process on your Lot or Residence or begin designing improvements or modifications to your Lot, Residence and/or landscape, read these Rules and Regulations thoroughly in order to understand the overall design goals and the process that should be followed for design review. Select a professional to help you translate your ideas into actual plans and be sure he or she is well acquainted with the design philosophy for Tierra Oaks Estates development as set out in these Rules and Regulations.

We look forward to working with you.

The Board of Directors  
Tierra Oaks Estates Homeowners Association

## **SECTION 2 ARCHITECTURAL REQUIREMENTS**

### 2.1 UNIMPROVED LOTS AND NATURAL VEGETATION AREAS

The standards provided for in these rules are implemented in an effort to reduce the risk of combustible vegetation fuels (which primarily encompass dead weeds/grass and dead trees or fallen branches), which endangers the safety of persons and property by creating fire hazards. All Owner's shall maintain their Lot in such a manner so as to prevent them from becoming a fire hazard.

Each Owner of an unimproved Lot, which is defined as a Lot that has yet to have a Residence constructed on it, is responsible for the care and maintenance of their Lot, which includes the removal of vegetation fuels. Un-landscaped areas of improved lots must also be maintained in accordance with this provision.

**Due to extreme fire danger in Shasta County**, no earlier than May 15 and later than June 15 of each year, all Lots shall be completely mowed and cleared of any weeds, grasses, fallen or dead trees, branches, debris, and combustible vegetation fuels. The Board, in its sole discretion and at any time during the year, may require the removal of any fallen or dead trees, vegetation fuels, or other material from any unimproved Lot.

Failure to comply with this or any other section of these Rules will result in action by the Association to ensure that the Owner brings the Lot into compliance, which may include fines and entry into the Lot. Pursuant to Section 6.8 of the CC&Rs, Owners will be assessed a fine of \$ 350 for lots that are not cleared in accordance with this section after May 14<sup>th</sup> and prior to June 16 of each year. In addition, if an Owner does not maintain their Lot in compliance with the Association's Governing Documents, the Association may hire a service provider to remove any and all weeds, grasses, fallen trees, branches, debris, combustible vegetation fuels, and other materials from the Lot. Pursuant to Section 6.7 of the CC&Rs, the Association shall levy a Reimbursement Assessment to reimburse the Association for all costs incurred by the Association to bring the Owner's Lot into compliance.

### 2.2 PRIMARY CONSTRUCTION

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Primary construction addresses initial construction of a Residence on an unimproved Lot within the Tierra Oaks Estates development, covering site planning and architectural design of the Residence including driveway and walkways, and the construction of the Residence itself. All other aspects of Lot improvements will be categorized as Secondary Construction - refer Item 2.3 below.

The use of a general contractor with a class B license issued by the Contractor's Board of the State of California is mandatory for the Primary Construction of a Residence within the Tierra Oaks Estates development and certain modifications affecting the exterior structure of a home (i.e. remodel). This information is required to be provided by the Owner on the architectural application.

### 2.3 SECONDARY CONSTRUCTION

Secondary construction includes initial improvements, additions and modifications to a Lot excluding the original Residence structure, original driveway and original walkway(s), as described under Item 2.2 above. Secondary Construction includes any improvement made to ready your Residence site for occupancy or any improvement made to your Residence site after occupancy. Examples of Secondary Construction include, but are not limited to, initial landscaping of property, swimming pools and/or spas, patio covers, shade structures, gazebos, retaining walls, fences, lighting, and mailboxes.

Any modification or alteration to an existing improvement shall be managed as Secondary Construction. Examples include, but are not limited to, changes and/or additions to landscaping, painting of house and trim, re-design and replacement of driveway or walkways, replacing a patio cover, replacing a mailbox, or other modification or alteration to an existing improvement.

Modifications or alterations to an existing Residence structure (i.e., room additions, Residence facade changes, garage expansions, or other similar modification or alteration) are categorized as Secondary Construction for our review purposes; however, the architectural review process would be consistent with that required under a Primary Construction activity.

The use of a general contractor with a class B license issued by the Contractor's Board of the State of

California is mandatory for the Secondary Construction of a Residence within Tierra Oaks Estates and certain modifications affecting the exterior structure of a home (i.e. remodel). This information is required to be completed on the architectural application.

### 2.4 APPROVAL REQUIREMENTS

All Improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to the development. All plans, specifications and any work must conform to the requirements of the CC&Rs, these Rules and Regulations, and the Association's Governing Documents. In the event of a conflict between the CC&Rs and the Rules and Regulations, the more restrictive document shall apply.

It shall not be the obligation of the Architectural Review Committee (the "ARC" or "Committee") to determine if plans, specifications or any work complies with any governmental law, ordinance or regulation, including but not limited to applicable laws regarding building permits, building codes and standard or safety regulations. All applicants must comply with such laws, ordinances and regulations, in addition to the CC&Rs and these Rules. The ARC shall have no responsibility to determine the structural or drainage adequacy of any plans submitted for approval.

Approval of design plans by the ARC is required PRIOR to any work commencing under all Primary Construction and Secondary Construction projects. When in doubt as to if approval is required, it is recommended that an inquiry be made to the ARC.

Separate design form applications have been developed to distinguish the two types of categories of construction as referenced in section 2.2 and 2.3 above. Request for approval of projects MUST be received in writing using the Tierra Oaks Estates Application Review form and submitting the documentation indicated on each of the appropriate forms. A written approval or denial will be issued by the ARC upon review of the application and submitted documents. No oral approval will ever be issued by the ARC. Note: The ARC has the authority to require the removal of any improvement made without the proper approval. This includes the removal of any improvement that deviates from any approved plans. In either case the property may be requested to be restored to its original condition or to a condition in compliance with the approved plan.

## 2.5 REQUIRED DEPOSITS AND FEES

The Owner is responsible for any damage caused by their construction activity to the Common Area streets, gutters, trees marked for retention on their property, etc. Any costs assessed due to damages will be deducted from the deposits placed on file with the Association (refer Compliance Deposit description below). Damage in excess of any deposit may result in a Special and/or Reimbursement Assessment made against the Owner. If no deposit was required and damage occurs, a Special and/or Reimbursement Assessment will be levied against the Owner. Additionally, fines can be assessed by the Board of Directors for such items as, but not limited to, clearing trees without the proper approval, beginning an improvement without proper approval, deviation from approved plan without receiving approval for change.

### 2.5.1 Primary Construction

A non-refundable preliminary design review fee of \$ 500.00 will be due and payable to the Association upon submitting architectural plans for the building of your Residence.

Upon receiving final approval of plans and prior to the commencement of construction, an additional \$ 2,500.00 must be placed on deposit with the Tierra Oaks Homeowners Association by the Owner. Following is a breakdown and description of this deposit requirement:

(a ) Compliance Deposit: To assure the Owner's compliance with these Rules and Regulations and their agreement to build all structures, landscaping, and other improvements in complete conformance with approved plans, the Owner shall deliver to the ARC a Compliance Deposit in the amount of \$ 1,500.00. This non- interest-bearing deposit shall be held by the Association until the final sign-off by the ARC that construction and landscaping has been completed as per all approved plans, subject to the Association using the Compliance Deposit to correct an Owner's failure to comply with the Rules and Regulations, pay fines levied against the Owner by the Association, and/or to off-set damages caused by the Owner or others providing services or materials to the Owner.

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Compliance Deposits pertaining to "spec homes" will remain with the Association until the Lot has been sold by the Owner to ensure the Residence and Lot is maintained appropriately. Additionally, if primary construction and/or secondary construction requirements have not been met in their entirety upon the sale of the Lot, the Owner will be required to leave Compliance Deposit as security or have the buyer(s) place an additional Compliance Deposit into an escrow account to be directed to the Association in exchange for all or a portion of the builder's deposit held.

If the Owner or others providing services or materials to the Owner fails to comply in any way with these Rules and Regulations and/or CC&Rs, with approved plans, the Construction Rules described in Section 5 of this document or causes damage to the Common Areas or other properties, then the funds held as the Compliance Deposit may be used by the Association to pay cost of correcting such failure and/or damages. Specifically, an owner's (i) failure to complete project(s) as approved or within the time frames designated may be deemed a forfeiture of all or part of the Compliance Deposit at the discretion of the Board, and (ii) costs associated with compliance issues (such as legal expenses) can be withheld from the Compliance Deposit. Any funds remaining in such deposit after the ARC has certified completion will be returned to Owner.

(b) Road Reserve Fee: Due to the large equipment requirement and the continuous travel of trucks and trailers throughout the construction process of a new Residence, a non-refundable \$ 1,000.00 fee will be collected from each Owner prior to start of construction. This \$ 1,000.00 fee will be used to off-set the construction wear and tear on the private roads.

### 2.5.2 Secondary Construction

In some instances, and as determined by the ARC, a \$ 1,000 refundable Compliance Deposit may be required for some Secondary Construction activity. The scope of the project will determine if a deposit will be required to be placed with the Association. Refer Item 2.5.1 for Compliance Deposit description and uses.

## 2.6 ARC'S RIGHTS, WAIVERS AND EXEMPTIONS

### 2.6.1 Relationship with Association

The ARC shall serve as an agent of the Association concerning review, enforcement, and other matters described in these Rules. All funds held or disbursed from the ARC fees, Compliance Deposits, payment of fines, and payment or reimbursement of expenses of enforcing compliance with these Rules and Regulation will be held and/or paid for the account of the Association and will in all instances be the property of the Association.

### 2.6.2 Non-Waiver

The approval by the Committee of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any

similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of the development standards shall not constitute a waiver of same.

### 2.6.3 Right of Waiver

The Committee reserves the right to waive or vary any of the procedures set forth herein at its discretion.

### 2.6.4 Exemptions

Utility and maintenance buildings and other structures located on non-residential tracts are exempted from the Architectural Design Standards portion of this document; however, the Committee will endeavor to attain as high a level of conformance with these standards as is practical for these types of facilities.

## 2.7 ARCHITECTURAL REVIEW RULES AND REGULATIONS

Each Owner is responsible for obtaining a copy of the most recently revised Rules and Regulations from the ARC or the Association's property management firm.

## 2.8 USE AND IMPROVEMENTS – PRIVATE STREET RIGHT-OF-WAY

The requirements concern improving, maintaining and using the private street right-of-way (the ROW) are to maintain safety for Owners, residents, pedestrians and motorists, aesthetic quality and proper drainage while allowing Owner's limited use and improvements to the area. The ROW, as established by the City of Redding and as recorded in the County of Shasta, consists of the paved private road-ways and the unpaved areas that extend from the pavement to the Owner's property line. The ROW recorded by the City of Redding is 60' in width. The width of the paved private road-ways varies within the Community, as a result, the width of the unpaved portion also varies.

The primary purpose of the unpaved portion of the ROW is to permit the flow of rain water to the storm drain system and away from the common area private streets. Improvements located in the unpaved portion of the ROW cannot obstruct or impede the flow of water to the storm drain system.

### **1. Maintenance, Repair, and Replacement of the Unpaved Private Street Right-of-Way**

- a. Owners are required to provide routine maintenance, repair, and replacement of improvements to the unpaved portion of the ROW, which is the area adjacent to the Owner's lot and is measured from the Owner's property line to the edge of the paved portion of the private street.
- b. Routine maintenance in the unpaved portion of the ROW includes removing weeds and leaves, periodic replenishment of rock and/or ground cover, mowing any lawn area, curb maintenance and/or repair, and maintaining any culverts under driveway(s), walkways or

swale area to ensure proper drainage. Approved landscape and/or hardscape may not impede the flow of water within the unpaved portion of the ROW (that is, rock or other material may not be used to block the culvert pipe's opening and exit points).

c. If the unpaved portion of the ROW is in a state of disrepair, the Owner will be notified by the Association that the Owner must restore the unpaved portion of the ROW with approved landscape or other improvements that were approved for the ROW by the Association's Architectural Review Committee (the "ARC").

## **2.Approval by the Association Required**

a. To avoid the flow of debris and erosion of dirt into the storm drain system, Owners are required to incorporate landscape or other improvements in the unpaved portion of the ROW. This is typically done during the landscape phase of construction or when an Owner proposes changes to the front yard landscape or hardscape. The unpaved portion of the ROW cannot be maintained in a "natural" condition as this may result in excessive flows of dirt and debris that would block the storm drain system.

b. Any improvement to the unpaved portion of the ROW shall require an application and a plan to be submitted by the Owner to the ARC for review and approval prior to commencing construction of any Improvement within the unpaved portion of the ROW. Proper drainage must be maintained at all times.

c. The unpaved portion of the ROW area may include grass or other approved landscape, or hardscape as may be approved by the ARC. Approved ground cover would be of a type that would not be hazardous to pedestrians that may seek a safe area off the edge of the private street approved landscape or hardscape may not prevent pedestrians from exiting the edge of the private street to seek a safe area off of road-way.

d. Structures or other improvements will only be permitted within the unpaved portion of the ROW if approved by the ARC. Owners may with approval by the ARC install approved curbs, landscape, grade-level hardscape, or other improvements in the unpaved portion of the ROW.

## **3. Existing Improvements**

a. Existing improvements in the unpaved portion of the ROW will be maintained, repaired, and replaced at the Owner's expense. The Association shall provide notice to any owner if corrections to improvements in the unpaved portion of the ROW are needed. If the corrections are not made within the time specified by the Association, the work may be completed by the Association and the costs may be charged to the Owner as a Reimbursement Assessment

- b. The Association may require removal of any existing improvements located within the unpaved portion of the ROW. Any improvements shall be removed by the Owner within a reasonable amount of time as may be required by the Association.

### **SECTION 3 PRIMARY CONSTRUCTION**

Climate, terrain, vistas, and existing vegetation at Tierra Oaks Estates have all contributed to shaping the Rules and Regulations for design of improvements to Residence and Lot sites within the community. The following Rules and Regulations are intended to ensure environmentally sound and aesthetically pleasing development at Tierra Oaks Estates in harmony with the natural environment.

#### **3.1 CONSTRUCTION LENDER**

Each Owner will provide the name and address of the construction lender pursuant to the California Civil Code. In addition, the Owner will provide a commitment letter from the construction lender which covers a reasonable estimate of the cost of the project, including landscaping, pool, etc. Should the Owner intend to pay for all or certain costs with personal funds, the Owner will provide appropriate documentation to demonstrate the sufficiency of those funds to cover the cost of the project.

Due to the confidentiality of this information, it is submitted to the Chair of the Architectural Review Committee during the review process. This information will not be discussed with or otherwise divulged to any other Association Board or Committee member without the consent of the Owner. The Chair will return all confidential material related to this requirement to the Owner without keeping any copies of the material.

#### **3.2 SITE PLANNING**

##### **3.2.1 Views**

Tierra Oaks Estates is set in a beautiful environment with differing vistas from all parts of the site. When planning your Residence, care should be taken to visually use the natural materials to provide filtered and selected views. At the same time, care should be taken to help screen and filter views back to the house and its service areas from public areas and adjoining properties. Because of the varied on-site conditions (Residence sites viewed from below, Residence sites viewed from above, Residences adjacent to roads, etc.), the Residence Owner and consultants should participate in an on-site visit with a representative of the Tierra Oaks Architectural Review Committee to point out those particular areas of potential concern to the overall community's cohesiveness.

##### **3.2.2 Building Footprint**

The building footprint is the part of each site within which all structures, including buildings, decks, driveways and walks shall be located. The specific building footprint for each site will be



proposed by the Owner and determined by the ARC in order to protect and preserve the natural features of the Lot and as much as possible, to maximize views for neighboring properties.

### 3.2.3 Property Set Back Requirements

The witness corners should be used as the measurement basis in determining setback requirements. The witness corner location is identified on plot plan of property and is typically 20 feet +/- from the front property line. Minimum setback requirement on front of property is 35 feet from property line, with a minimum of 25 feet on property less than 150 feet in depth. A minimum 20-foot setback is required on each side of property. Rear setback requirement on all Lots is a minimum of 25 feet. The ARC reserves the right to increase the minimum front, rear, and side setback requirements depending on the Improvement design and/or topography of Lot.

### 3.2.4 Site Preparation

No excessive excavation or fill will be permitted on any Lot except where specifically allowed by the ARC due to terrain considerations. Strong efforts should be made to balance cut and fill with minimal use of retaining walls and engineered building pads.

Any tree removal must be approved by the ARC unless the tree has a trunk diameter of three (3) inches or less at grade level. Trees that impact the Residence site, and/or other improvements MUST be identified, reviewed, and approved prior to removal.

### 3.2.5 Grading and Drainage

The goal of the land planners and landscape architects at Tierra Oaks Estates has been to preserve the natural existing topography, rock features and vegetation as much as possible. Improvements have been carefully planned to minimize alteration of the existing topography. These goals should be carried through to all levels of development, including individual Residence sites. Excessive grading of your site should not be necessary and is not desirable for sensitive siting of improvements. On sloping lots, a raised foundation should be considered which will allow grading to be minimized while preserving trees on the site. Any minor grading that is required should be done so as to maintain the natural existing softness of the terrain. Refer Section 5 - Construction Regulations – Item 5.8 regarding dust control during grading and/or digging activities.

Drainage swales or washes interrupted by site improvements or additional drainage structures created by such improvements shall be constructed or reconstructed for positive operation of the drainage system. Erosion is to be controlled in all circumstances. Special care must be taken to not channel water onto the Golf Course and neighboring properties. Exposed drainage pipe must be avoided. See Article 8.2.5 of the CC&Rs.

### 3.2.6 Access Drives

Access drives in many cases will have a significant impact on the site, as seen from the road. Consequently, great care should be given to planning and design of access to your Residence.

Buildings are oriented so that access is indirect, and garage opening projections are perpendicular (side-load entry) to the road. From the garage, drives should move toward the roadway following the natural contours of the site and meander around and between existing trees and rock outcrops. Long straight runs should be avoided in order to maintain a natural appearance and preserve important natural features, such as trees, rock outcrops, and drainage ways. Generally, road beds cut into the slope are preferable to using fill.

Access drives to the property at the commencement of any construction, whether temporary or permanent, shall be covered with adequate base material to eliminate dirt or mud from being tracked onto the common area streets. Any clean-up effort resulting from lack of adequate coverage is the responsibility of the Owner. The Owner will be required to perform immediate clean-up of the affected areas. Should the Owner fail to clean-up within 24 hours of notification, or other timeframe as specified by the Committee and/or Board, the Association will perform the work and seek restitution from the Owner for costs incurred under remedies available to the Association.

The graded and paved surface area of an access drive may not exceed 16 feet in width. A driveway may “flare” up to 22 feet at the driveway approach. The driving surface is subject to approval by the ARC. Refer below to Item 3.1.8 – Paving - for further requirements.

Driveway and parking area material close to the Residence may vary as they relate to individual architecture but should always maintain a finished quality. Drainage across or under driveways, where required, should be integrated into the design of the drive or apron. All efforts should be made to channel water away from the Golf Course and onto streets.

### 3.2.7 On-Site Parking

Each site must have an enclosed garage for at least three cars and an additional area for at least two guest parking spaces. Parking of trailers, boats, motor residences, or other large recreational vehicles on any site is prohibited, except wholly within a garage. (Refer Article 4, Section 13 of the CC&Rs).

No on-street parking will be permitted within Tierra Oaks Estates, except for short-term visitors or subject to the rules adopted by the Board of Directors. Contractors, subcontractors and suppliers shall be permitted to park in the street adjacent to a Residence under construction during established working hours only. (Refer Section 5.12 of this section for hours of operation.)

### 3.2.8 Paving

It is the goal of Tierra Oaks Estates to limit the impervious cover of the ground to a minimum commensurate with the needs of access and gracious living. Excessive areas of pavement will be prohibited. Paving materials for driveways, paths, steps, patios and other areas should have dull, non-reflective surface and earth colors that blend with the natural surroundings. Use of at least 20 feet of decorative concrete, stamping, stone, or brick is required at the junction of the driveway and street. No asphalt driveways are permitted.

### 3.2.9 Utilities

The extension of services from the street to the Residence shall be the responsibility of each Owner. All utility extensions must be underground and must be routed to minimize disruption to the natural landscape and to avoid root systems as much as possible. All meter panels must be screened so that they are not visible from Common Areas or neighboring properties. Consistent with the requirements of the CC&Rs, all utilities installed for use of property located within the Development shall not be extended and/or exported outside of the Development for any purpose.

## 3.2 ARCHITECTURAL DESIGN REQUIREMENTS

The following architectural standards have been developed in response to aesthetic goals and environmental considerations at Tierra Oaks Estates. The purpose of these standards is not to create look-a-like Residences, or to suggest that they should all use identical finishes, but rather to create a harmonious architectural approach compatible with the land itself. No one Residence or structure should stand apart in its design or construction from the environment which it occupies. Rather, each should make its own contribution to a harmonious whole by reflecting in its own way the design themes which make up the look of Tierra Oaks Estates. See Articles 4 and 9 of the CC&Rs.

### 3.2.1 Style

There is not one architectural style that is required or desired at Tierra Oaks Estates. Rather, the goal of architectural harmony is to be achieved through the use of a controlled range of complementary materials and colors, wood siding, stucco, brick, stone and tile or slate roofs. Using these materials, a very wide range of architectural designs can be a comfortable part of and enhance the natural environment at Tierra Oaks Estates. However, certain architectural styles, while having a beauty of their own, are so closely associated with other items and other places that their use would distract from the harmony of the Tierra Oaks community. Similarly, experimental or radical building designs, although they may have many merits, are not in keeping with the quiet, more conservative character upon which Tierra Oaks Estates is built and will not be approved.

### 3.2.2 Design Repetitions

No repetition or near repetition of the exterior of any approved Residence in Tierra Oaks Estates will be permitted.

### 3.2.3 Size

Pursuant to Article 9, Section 9.2.2 of the CC&Rs, all one story living units shall have a minimum size of twenty-four hundred square feet (2,400) and two-story living units shall have a minimum of thirty-three hundred (3,300) square feet, excluding garages, accessory buildings, covered and uncovered patios and porches.

### 3.2.4 Height of Structures

No structure shall exceed the acceptable construction standard established for a two-story structure.

### 3.2.5 Design Elements, Roofs and Fascia Board

Design elements such as chimneys, decks, trellises, dormers and column trims should be an opportunity to create uniqueness; avoid simple "tract" solutions. Wall lengths in excess of 30 feet should be avoided, as well as blank or uninteresting walls.

Visually, the roof is probably the single most important element in the overall building design. All Residences at Tierra Oaks Estates must have pitched roofs with a minimum pitch of six feet in twelve and a maximum pitch of twelve feet in twelve.

Because of fire hazard, wood shakes or shingles are prohibited. Only Class A incombustible roofing materials are allowed. Concrete roof tiles, clay roof tiles and concrete composites materials should be utilized, while wood, asphalt composition and metal roofs are prohibited. The color of roofing materials should be neutral earth tones. The use of major rooftop elements such as dormers, chimneys, or skylights, if any, should enhance the form of the roof and appear to be an integral part of the roof, not an appendage.

Fascia board (minimum size of 8 inch) is required and should be consistent with the roof pitch. Rain gutters and downspouts are required, and gutters shall be a minimum of 5 ½ inches deep. Gutters shall be painted to match the fascia color and downspouts painted to match the exterior wall color.

### 3.2.6 Foundations

On sloping Lots, a raised foundation should be considered which will allow grading to be minimized while preserving trees on the site. The foundation walls or stem walls that connect the house to the ground, particularly on sloped sites, can be just as important as the roof in their impact on the overall design and on the relationship of the Residence to the surroundings. Foundation walls or stem walls should be aesthetically compatible with the exterior walls.

### 3.2.7 Garages

Due to the parking restrictions within Tierra Oaks Estates, it is a requirement that each Residence have an enclosed garage for at least three cars. Garages must be designed to open such that garage access is perpendicular to the road at the front of the property (side-load entry). No detached garages or carports are allowed. All garage doors must be of panel design to complement the architectural style of the Residence and equipped with automatic door openers.

### 3.2.8 Exterior Materials

All exterior materials used in construction are subject to prior approval by the ARC. Stucco, brick, stone and concrete composite siding materials are approved for usage. Plywood siding, pressed wood composites, metal, fiberglass or asbestos are prohibited.

Aluminum windows, door frames, light fixtures, and skylights must be bronze anodized, or powder coated, and steel window and door frames must be powder coated to match or blend with surrounding materials.

### 3.2.9 Exterior Colors

All exterior colors are subject to prior approval by the ARC. Earth tones are strongly recommended, although muted accent colors used judiciously and with restraint may be permitted. In no case shall colors approaching the primary range (red, blue and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed.

### 3.2.10 Front Doors and Entry Steps

Front doors and entries are an important focal point for most Residence designs and the architectural details should be substantial relative to the Residence and of a design which is in keeping with the architecture of the Residence itself.

### 3.2.11 Windows and Skylights

The glass of windows and skylights must not be highly reflective, nor may their frames consist of reflective material. This guideline especially applies to aluminum frames, which must be anodized or finished with baked enamel. Translucent lenses on skylights should be avoided in favor of gray or clear finishes.

### 3.2.12 Building Projections

All projections and/or appendages from a Residence or other structure shall match the surface from which they project. All building projections must be contained within the building footprint.

### 3.2.13 Chimneys and Outdoor Fires

If approved by the City of Redding, all chimneys will terminate with a shroud architecturally consistent with the style of the Residence. The City of Redding has banned conventional open-faced fireplaces. Gas and solid fuel inserts are allowed if they are City and EPA approved. Due to our inherent fire danger and City of Redding prohibitions, outdoor fire pits are prohibited; except natural gas fire pits are permitted with City of Redding approval.

### 3.2.14 Solar Applications

All solar collection devices shall be integrated aesthetically and screened as much as possible. Passive solar design is encouraged. Active solar applications can result in excessive glare and reflection and will be approved by the ARC if the hardware is integrated into the structure or landscaping of a Lot and located to reduce visibility from the Golf Course, any other Lot or Common Area of the Association.

### 3.2.15 Heating and Cooling Equipment

No roof mounted, or wall mounted heating or cooling equipment will be permitted. Any exterior heating and/or cooling system components must be ground mounted adjacent to the Residence and screened or hidden from view of the Golf Course, roadway, or neighboring properties.

### 3.2.16 Prefabricated Buildings

No building that is constructed off-site and requires transportation to any Lot, whole or in partial assembly will be permitted. This prohibition includes mobile residences, mobile coaches, stock modular buildings, storage sheds (metal, wood or plastic), or any other structures requiring transportation and set-up in a partially completed state.

## 3.3 DESIGN REVIEW PROCEDURES

In order to establish a consistent policy for review and comment on each Residence as it proceeds through the design review process, the following procedures have been established by the Architectural Review Committee (the "ARC") of Tierra Oaks Estates Homeowners Association. Applications for Primary Construction activity can be obtained from one of the ARC members or directly from our property management firm, as well as an application is included in this document.

### 3.3.1 Pre-Design Conference

Prior to preparing preliminary plans for design of your Residence, the Owner and/or the Owner's architect shall meet with the ARC to discuss proposed plans and answer any questions regarding building requirements within Tierra Oaks Estates. This meeting should occur on site.

At the request of the Owner, the ARC will perform a Courtesy Review of preliminary plans for the project. Only one Courtesy Review will be performed for each project.

### 3.3.2 Preliminary Design Submittal

Plans and exhibits must be prepared by a professional. No review will commence until all submittals are complete. Preliminary submittals will be made in duplicate. These sets of plans will be retained by the ARC and the reviewing architect. The following information is required when submitting preliminary plans for review by the ARC:

(a) Appropriate approval form, completed and signed by Owner and accompanied by the required initial design review deposit of \$500. This non-refundable \$500 design review fee is utilized in part for services rendered by a professional architect to review plans in conjunction with the ARC review;

(b) Site plan showing the entire property and the location of the proposed construction footprint, the Residence, driveways and parking areas, existing topography and trees, and setbacks. The building site should be surveyed by a licensed surveyor to ensure the property boundaries are correct;

(c) All exterior elevations showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch, and a preliminary indication of all exterior materials and colors;

(d) Floor plans; and

(e) Conceptual drawings showing the most prominent and descriptive view of the Residence in perspective and on the actual site may be required. This drawing, if required, shall show all major existing site features and topography in scale. It shall also clearly show all architectural elements, with major building elements labeled for identification.

### 3.3.3 Preliminary Design Review

The ARC will review the preliminary plans described in Section 3.3.2 above and will respond to the Owner in writing the results of their review and any required modifications and/or changes required for approval. The Preliminary Design Review will be done as expeditiously as possible to avoid delay. All details with respect to the review will be held in confidence between the Owner and the ARC. No construction activity (including tree removal from the property) should commence until written approval has been received from the ARC.

### 3.3.4 Deferral of Material or Color Selection

Material and color selection requires approval of the ARC. However, an applicant may wish to delay the confirmation of final color or stonework selections until some point in time after the start of construction in order to better visualize considerations of possible materials. The ARC will cooperate with the applicant in this regard. Any Final Design Approval shall be conditional on obtaining ARC approval of any materials or colors on which approval was deferred at the time of the Final Design Submittal. Application of any material, coating or finish without the requisite re-submittal to the ARC shall have the effect of voiding the Final Design Approval in its entirety.

### 3.3.5 Final Design Review

In many instances, preliminary plans submitted are approved without changes requested by the ARC. These preliminary plans automatically move to the “final design review” category.

Preliminary plans which require changes or clarification must be resubmitted for final review and approval. Again, plans and exhibits must be prepared by a professional. Plans and exhibits required for final design approval are the same as those required for preliminary design approval after corrections are completed. Final review will not commence until all submittals are complete and received by the ARC.

Refer to Preliminary Design Submittal, Section 3.3.2 listed above, for a complete listing of requirements. All applicable fees must be submitted with the review application. Final submittals shall be in duplicate, with the ARC retaining all documents submitted for review.

After final approval is granted and deposits are paid, the Owner will submit a Certificate of Insurance naming the Association as an additional insured and the City of Redding Building and Grading permits.

### 3.3.6 Non-Approval of Plans

In the event of any non-approval by the ARC of either a preliminary or a final submittal, notification will be received in writing by the Owner of the property. A resubmission of plans should follow the same procedures as an original submittal, refer Section 3.3.2. The Owner has the right to request a hearing before the Board of Directors pertaining to any non-approval of plans by the ARC. Refer to Article 9, Section 9.10 and 9.12 of the Tierra Oaks Estates CC&Rs.

### 3.3.7 Site Inspection

Once final approval is granted and received by the Owner in written form, the Owner and a member of the ARC should meet on site to confirm all approved submittals. At this time, location of the Residence is to be staked out, and all trees that are planned for removal are identified.

### 3.3.8 Commencement of Construction

Upon receipt of final approval from the Committee, payment of the required Deposits, and submission of the Certificate of Insurance, and City of Redding Building and Grading permits, the Owner shall satisfy all conditions and commence the construction or any work pursuant to the approved plans within 90 days from the date of such approval. If the Owner fails to begin construction within this time period, any approval granted shall be deemed revoked. However, upon written request of the Owner made prior to the expiration of the time for commencement, an extension of time may be granted as long as no change in the circumstances of the approval has occurred.

The ARC, at its sole discretion, may allow site preparation (tree removal, grading and fill work) to commence prior to final approval with the payment of the required Deposits and submission of the Certificate of Insurance and City of Redding grading permit, if any.



### 3.3.9 Subsequent Changes to Approved Plans

No deviation, alteration, or modification from the approved architectural plan is permitted without the prior approval of the Committee. A written request for change must be received and approved prior to any change being made. Failure to obtain approval from the Committee prior to making the change may result in non-return of deposit, as well as a request to remove the change and restore the property back to its original condition.

### 3.3.10 Inspections of Work in Progress

The Committee, or its architect, may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Committee of work in progress or compliance with these Architectural Standards and Rules.

### 3.3.11 Completion of Construction

The Owner shall complete the construction of any Primary Improvement on his or her Lot within one year after commencing construction, with all landscaping as per approved plans completed within 6 months of certificate of occupancy or the approved construction period, whichever occurs first. Extension of time may be granted by the ARC if requested in writing by Owner and an extension is deemed appropriate by the ARC. No extension in excess of 6 months shall be granted.

If an Owner fails to comply with this schedule for completion of construction, the Association may have either the exterior Improvements completed in accordance with the approved plans or remove the Improvement, with all expenses incurred by the Association to be reimbursed by the Owner. If there is a stop in work in excess of 90-days, the Board may deem the Improvements abandoned. The Board shall provide notice to the Owner of the abandoned Improvement and following notice and hearing before the Board may levy fines, penalties, and charges, including its attorneys' fees and costs associated with correcting the abandoned Lot. In addition to all remedies available to the Association, the Board may determine that the Owner has forfeited the Compliance Deposit.

### 3.3.12 Final Release

Upon completion of any Residence or other improvement, including landscaping, the Owner shall give written notice of completion to the Committee. Within 60 days of such notification, a representative of the ARC or its agent shall inspect the Residence or other improvements for compliance.

If all improvements comply with these Rules and Regulations and approved plans, the ARC shall issue a written approval to the Owner, constituting a final release of the improvement by the Committee. Final release shall be issued within 60 days of the completion notification received from Owner.

If it is found that the work was not done in compliance with the approved plans or any portion of these Rules and Regulations, the ARC may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 60 days of the completion notification received from Owner. The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the non-complying portion of his improvement. If, by the end of this time period, the Owner has failed to remedy the noncompliance, the Committee may take action to remove the non-complying improvement(s) as provided for in the CC&Rs and these Rules and Regulations, including, without limitation, injunctive relief or the imposition of a fines, forfeiture of deposits, or other available remedies.

### 3.4 REVIEW OF HARDSCAPE AND LANDSCAPE DESIGN PLANS

Hardscape and landscape of your new residence are just as important as the design of your home. Our CC&Rs as well as these Architectural Rules and Regulations describe many of these requirements. These general guidelines are used in the review of hardscape and landscape plans when submitted for review to the Architectural Review Committee for approval. As you proceed through the design phase of your new home, we ask that you keep the requirements of the hardscape and landscape foremost in your mind.

#### Hardscape:

1. Concrete driveways should be free-form and meander up the property whenever possible; straight lines should be avoided. The driveway may not exceed 16 feet in width and may flare to 22 feet at the street approach area; back-up area should be kept to a maximum of 30 feet.  
  
A decorative element is required at the approach of the driveway. This decorative element must be a minimum of 12 feet in length moving up the driveway. The use of decorative elements in other areas of the driveway are encouraged and depending upon the length of driveway and visibility of the driveway from the common area street, use of additional decorative elements may be required. Acceptable decorative elements include, but are not limited to, concrete stamping, in-lays, exposed “seeded” aggregate, and saw cut with staining. This area should be colored and sealed initially and re-sealed periodically as required.
2. Front walkways should be a minimum of four feet in width, but wider walkways may be required depending on the length and its relation to the size of the yard and home. Decorative elements are strongly encouraged, and in some instances, may be required.
3. Mailboxes should be aesthetically appealing, and effort should be made to match the décor of the home. Constructed mailboxes to match the architecture of the home are encouraged. A plain-standard mailbox erected on a simple pole is not consistent with the architectural model of the community and therefore will not be permitted.
4. Patios - No particular guidelines are applied during review; however, materials and dimensions must be depicted on your plans. Free-standing patio covers (see ARR 4.2.8) must be architecturally consistent with the design of the home.

Landscape (See Section 4.2.1):

We look at front, side and back yard plans in the design phase; thus, we expect to see a combination of trees, shrubs, and lawn in each. Side yard plans must be consistent with front and back and flow into the designs. We have higher design standards for a home on the golf course than we do for a home that backs up to open space. A home backing up to another member's home is treated as if it were on the golf course. We also take into consideration the design as it will be seen from neighboring properties.

1. No native trees can be removed without prior approval and landscape grading must not disturb the base area around these native trees. Removal of trees without prior approval of the ARC may result in substantial fine(s) assessed against the owner.
2. New plantings and specimen trees planted should be completed so as to not interfere with the growth of the native trees. Irrigation of plants and specimen trees should not introduce water to native trees in a manner that is harmful to their survival.
3. Lawn areas are preferred in both the front and back yards. If a property has a very small or no lawn area planned, we would expect to see more shrubs to be planted to counter the minimal lawn area. The use of concrete mow strips or, at a minimum, flexible synthetic edging is required.

Depending upon design elements, some areas may be left as "natural"; however, these areas must be maintained in conjunction with your landscaped areas on a regular basis. Natural does not equate to un-maintained weeds.

4. Trees, Shrubs and Plants: A combination of evergreen and deciduous trees and plants are required. The objective is to ensure that yards do not take on a "dead look" during the winter months.

A mixture of tree sizes is sought under all plans reviewed. We request a mixture of 15 gallon and 24" box or larger trees. Unless required by circumstances - we would not request a certain ratio of trees sizes. Our goal is a mixture of sizes, including the large tree sizes.

Shrubs and plants are viewed similarly; however, in the case of plants and shrubs, we do seek a specific ratio. We seek a minimum ratio of 50% 5-gallon plants/shrubs (or larger) to 50% 1-gallon plants. Ground cover does not count toward achieving this ratio. Plans can exceed the 50% 5-gallon plantings and we would encourage members to exceed this ratio.

Of particular importance to landscape planning is the appearance of the front landscaping as viewed from the street. Trees, shrubs and plant selections shall be of good size and count to enhance the street appeal of the new residence. Front landscaping should favor evergreen varieties of shrubs and trees.

5. Bank areas running length of front property: Bank areas that are low and integrated into the overall landscape plan are not a subject of this section. Steeper banks that by their very nature

are a separate element of the landscape of the property are subject to this section. Retaining walls are encouraged for sloping banks and may be required depending on the severity of the slope. Terracing of the bank area to assist in erosion control is encouraged. Plantings should consist of appropriate ground covers and/or shrubs with appropriate irrigation. Plant spacing should be determined based upon the variety of plant; however, plants should be spaced to provide adequate coverage of the area. A minimum spacing of 3 feet is considered to be a reasonable guideline for plant spacing, other than ground cover which would require much closer spacing.

6. All planting areas should be covered with a layer of high quality bark or other approved material. Ground covering needs to be of sufficient depth so as to protect plantings, deter weed growth and cover irrigation lines. A guideline of two to three inches is considered reasonable for the depth of such ground covering. Such ground covering will need to be replenished in order to meet the functions in the first sentence of this section and otherwise be neat and attractive.
7. The air conditioning unit(s) needs to be screened from view of the Golf Course, roadway and neighboring properties; refer Architectural Rules and Regulations 3.2.15. This must be done with a minimum size 5-gallon, or larger, plants that will provide an immediate screening and not take years of growth to adequately screen the unit(s) or other solutions as approved by the Architectural Review Committee. Plant selection should provide a year-round screen (i.e., not a plant that sheds its leaves during winter months exposing the A/C unit).

Constructed pool equipment enclosures are also required; refer Architectural Rules and Regulations 4.2.7.

8. We encourage the use of dry creek beds, fountains and other unique applications to be incorporated into the design of the entire landscape.
9. To enhance the landscape design, low voltage lighting - highlighting of trees, home and pathways are permitted, but not required. Lighting should be designed to achieve a subtle lighting affect. Use of flood lights in the landscape or other areas disconnected from the house is not permitted. Flood lights attached to the house for driveway or other access points must not exceed 125 Watts. Such lighting must be on a motion sensor or otherwise controlled such that it is not on continuously.

When submitting plans for review to the Architectural Review Committee, please ensure that you detail all aspects of your plans. Native trees must be designated; plant and tree types and sizes must be identified along with their intended location; length and width of any hardscape to include materials to be used identified, etc. An incomplete submittal will result in time delays in the review process.

If desired, assistance can be obtained from the Architectural Review Committee during your planning stage. The Committee will make itself available by phone to answer questions or a meeting can be scheduled between the Committee and member, as well as contractor(s).

Any work by owners, contractors, and their agents are to be in compliance at all times with our CC&Rs and/or these Rules and Regulations. All work MUST be done according to approved plans; any change that deviates from the approved plan(s) must be approved by the Architectural Review Committee BEFORE any change is made. Failure to comply under our CC&Rs and/or these Rules and Regulations to include obtaining proper pre-approvals for projects may result in fines against the Owner. These fines can be substantial depending upon the seriousness of the issue.

#### **SECTION 4 SECONDARY CONSTRUCTION**

Secondary construction includes improvements, additions and modifications to a Lot excluding the original construction of the Residence structure, driveway and walkways. Any additions to or modification of the original structure, as well as the replacement and/or addition to the original driveway and walkway would be categorized as Secondary Construction.

Under the Declaration, the area for which the Owner is responsible for improvements include the Owner's site and all land within rights of way adjacent to such site between a property line and the pavement of any roadway within such right of way. All of such area, whether within the site or in rights of way adjacent to it, will be landscaped to comply with Item 4.2 – Improvement to Lots, referenced below.

#### 4.1 DESIGN APPROVAL

##### 4.1.1 Approval Process and Approval Form

In order to establish a consistent policy for review and comment on each improvement as it proceeds through the design review process, the following procedures have been established by the Architectural Review Committee (the "ARC" or "Committee") of Tierra Oaks Estates.

Applications for Secondary Construction activity can be obtained from one of the ARC members or directly from our property management firm, as well as an application can be found included in this document.

Approval of design plans by the Architectural Review Committee is required PRIOR to any work commencing under any Secondary Construction. When in doubt as to if approval is required, it is recommended that an inquiry be made to any member of the ARC. Request for approval of projects MUST be received in writing and a written approval or denial will be issued by the ARC. No verbal approval will ever be issued by the ARC. The ARC has the authority to request the removal of any improvement made without the proper approval and request that the property be restored to its original condition.

##### 4.1.2 Design Review Submittal

Professionally drawn improvement plans and exhibits are preferred. However, the ARC will review Owner prepared plans, but reserves the right to require professionally prepared plans when Owner prepared plans are deemed to be inadequate or do not provide a clear understanding

of the proposed improvement or modification. No review will commence until all submittals are complete. The following information is required when submitting improvement plans for Secondary Construction for review by the ARC:

- (a) Appropriate approval form, completed and signed by Owner.
- (b) Architectural/landscape plan depicting all improvements to include dimensions, material, color, planting location, type and size, etc.
- (c) Location of improvement and Residence plot plan including the dimensions to wall/fence line. (A Lot survey may be prudent to ensure correct property boundaries.) Indication of existing trees on property and identification of any tree removal required.
- (d) Elevations of proposed improvement relative to approved/existing Residence.
- (e) Any other information that would be beneficial in the approval process.
- (f) Expected start and completion dates.

#### 4.1.3 Deposits

For those Owners who are in the process of building their Residence and still have a compliance deposit on file with the Association, no additional deposit will be required in the review process for Secondary Construction activity. Other residents may be subject to a compliance deposit depending upon the scope of the planned improvement. If a deposit is required, notification will be made to the Owner at time of approval and will be due and payable prior to the commencement of any improvement.

#### 4.1.4 Approval of Design Review

The ARC will review the plans described in Item 4.1.2 above and will respond to the Owner in writing with the results of their review and any required modifications and/or changes required for approval. The Design Review will be done as expeditiously as possible to avoid delay. All details with respect to the review will be held in confidence between the Owner and the ARC. No construction activity (including tree removal from the property) should commence until written approval has been received from the ARC.

#### 4.1.5 Non-Approval of Plans

In the event of any non-approval by the ARC of submittal, notification will be received in writing by the Owner of the property. A resubmission of plans should follow the same procedures as an original submittal, refer Item 4.1.2 above. The Owner has the right to request a hearing before the Board of Directors pertaining to any non-approval of plans by the ARC. Refer to Article 9, Section 9.10 and 9.12 of the Tierra Oaks Estates CC&Rs.

#### 4.1.6 Inspections of Work in Progress

The ARC, or its architect, may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the ARC of work in progress or compliance with these Rules and Regulations.

#### 4.1.7 Completion of Improvement Projects

All improvement projects under Secondary Construction will be requested to be completed within a reasonable length of time and will be specified under the approval process. Extensions may be granted for weather conditions which prevent installation of plant materials or other landscaping improvements. ALL Lots (to include front, back and side areas) must be completely landscaped as per approved plans within six months of occupancy of the Residence.

#### 4.1.8 Final Release

Upon completion of any Residence or other improvement, including landscaping, the Owner shall give written notice of completion to the Committee. Within 60 days of such notification, a representative of the Committee or its agent shall inspect the Residence or other improvements for compliance.

If all improvements comply with these Rules and Regulations and approved plans, the Committee shall issue a written approval to the Owner, constituting a final release of the improvement by the Committee. Final release is to be issued within 60 days of the completion notification received from Owner.

If it is found that the work was not done in compliance with the approved plans or any portion of these Rules, the Committee may issue a written notice of noncompliance to the Owner, specifying the particulars of noncompliance, said notice to be issued within 60 days of the completion notification received from Owner. The Owner shall have 30 days from the date of notice of noncompliance within which to remedy the non-complying portion of his improvement. If, by the end of this time period, the Owner has failed to remedy the noncompliance, the Committee may take action to remove the non-complying improvement(s) as provided for in the CC&Rs and these Architectural Standards, including, without limitation, injunctive relief or the imposition of a fine.

### 4.2 IMPROVEMENTS TO LOT -- INITIAL AND/OR MODIFICATIONS (See Section 3.8)

#### 4.2.1 Landscaping (Requires ARC Approval)

All lots (to include front, back and side areas) must be completely landscaped as per approved plans within six months of occupancy of the Residence.

Before any grading, landscaping or the installation of any underground sprinkler system commences, a specific plan for landscaping must be submitted and approved by the Committee. Your selected professional should provide you with plans that include all improvements planned.

All Lots shall be landscaped with a combination of trees, shrubs, ground cover, lawn, natural vegetation, and limited decorative rock, bark and similar materials. A berm may be utilized so long as it does not disrupt proper drainage within the Development. Landscaping shall be designed so as to complement, protect and harmonize with the natural terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs. Stone, gravel, concrete and similar materials shall be used only for complementary and supplementary purposes and no Lot shall be covered entirely with such materials. Theme-type landscaping will be prohibited.

Within private areas, an Owner may create as varied or formal a landscape as desired. Private areas are those areas located within walls, courtyards, or other approved structures so that they are not visible.

Landscape plans submitted for approval must indicate any improvements in relationship to the Residence, any grading required, existing trees and trees requested to be removed (stating reason for removal), exact types of plantings to include location and size, any additional walkways to be added, flower beds, retaining walls, permanent installation of outdoor furniture, water features, exterior lighting, etc., as well as identify any materials to be used in construction.

Owners of a Lot that have received approval to not improve a portion of their property in the landscaping approval phase, thus creating a "natural vegetation area" are required to regularly maintain the natural vegetation area throughout the year. At a minimum regular maintenance of the natural vegetation area includes weed abatement, removal of fallen branches, and/or removal of plant debris, or dead trees from the natural vegetation area. The removal of any trees from a Lot prior to ARC approval is prohibited. Failure to comply will result in action taken by the Board of Directors to bring the Owner into compliance.

Owners should not extend landscaping past their own property line onto Golf Course property or Common Area.

#### 4.2.2 Irrigation

To allow all existing and re-vegetated landscaping to thrive, each site must be fully irrigated with an underground sprinkler system with manual or automatic controls. Sprinkler heads should be of "pop-up" design or discretely located and black risers should be used in order to minimize visual awareness of these systems. Sprinkler systems shall be utilized as needed to maintain active growth and healthy green color for all plant materials, except when dormant in winter, unless such use is prohibited by the City of Redding or other authority for all residential areas within Bella Vista Water District. Sprinkler heads shall be located to prevent sprinkler water on the private streets and sprinkler valve equipment should be screened from the street, Golf Course and neighboring properties.

#### 4.2.3 Grading and Tree Removal (Requires ARC Approval)

The goal of the land planners and landscape architects at Tierra Oaks Estates has been to preserve the natural existing topography, rock features and vegetation as much as possible.



Improvements have been carefully planned to minimize alteration of the existing topography. These goals should be carried through to all levels of development. Additional grading may be required prior to some secondary construction, as well as in the landscaping phase. All grading must be approved by the ARC. Excessive grading will not be permitted. Refer Section 3 – Primary Construction, Item 3.1.5 for additional information on grading, and Section 5 - Construction Regulations, Item 5.8 regarding dust control during these activities.

Access drives to the property at the commencement of any construction, whether temporary or permanent, shall be covered with adequate base material to eliminate dirt or mud from being tracked onto the common area streets. Any clean-up effort resulting from lack of adequate coverage is the responsibility of the Owner. The Owner will be required to perform immediate clean-up of the affected areas.

During the initial architectural review for primary construction of a Residence, all trees were identified and a determination was made as to retention. The same consideration will apply under secondary construction activities. The native trees are an integral part of Tierra Oaks and it is the Board of Directors and the Architectural Review Committee's responsibility to maintain this continuity throughout our community.

Removal of all trees larger than 3 inches in trunk diameter at grade level is subject to approval by the ARC. Criteria for tree removal will include, but not be limited to, diseased or dying trees, trees that pose a hazard and trees that impact an improvement site. Under certain circumstances, the ARC may require verification by a qualified person(s) as to the state of the tree prior to granting removal.

#### 4.2.4 Fences, Walls and Retaining Walls (Requires ARC Approval)

The greatest preservation of the natural environment at Tierra Oaks Estates would be achieved if no fences were to be built. We understand, however, that there is a functional need to enclose areas for privacy, containment of pets or enclosure of a water feature. Fencing, where required, should be designed to appear as an extension of the architecture and used only where necessary. Natural plantings should be used to further mask the fence and its location on the site selected so as to be as unnoticeable as possible from the road and surrounding properties.

Fencing shall be wrought iron type and shall be approximately 80 percent open, preferably black in color; however, neutral, earth-tone colors may be allowed. Fencing shall be subject to the approved fence standards. Chain link, wire, wooden and vinyl fencing is prohibited. Perimeter fencing of rear yards is permitted; perimeter fencing of front yards is prohibited.

Stub walls extending from the Residence for the purpose of screening waste receptacles and yard equipment that match the exterior are permitted. Walls utilized as sight screens must be conceived as an integral part of the overall design of the building and not simply a tacked-on element dictated solely by function.

In no case will walls or fences be permitted to arbitrarily delineate the building site, although it is understood that such walls or fences may define pet runs or small yards, courtyards or terraces in

close proximity to the Residence for the purpose of privacy. Privacy or screen walls must not exceed six feet in height, measured from existing natural grade and they may not encroach into any required setback. Retaining walls may not exceed 42 inches in height and must be architecturally linked to your Residence and/or landscaping. Setback requirements will be taken into consideration during approval process and a deviation may be granted in the discretion of the Board and/or Committee. Acceptable materials for retaining walls include boulders, decorative blocks, and brick; plain cement construction block is prohibited unless covered by stucco or other material to architecturally link the structure to your Residence.

Dog runs must be separate from the perimeter fencing and may not be attached to a side, front or back property fence. Dog runs must be screened from the street, Common Areas, adjacent properties and the Golf Course. Consideration must be given to neighboring properties or Common Area as to any nuisance that may be caused pertaining to barking or unpleasant odors.

#### 4.2.5 Terraces and Decks (Requires ARC Approval)

Decks should be very carefully designed to preserve the beauty of the Residence as seen from the Golf Course, neighboring properties and Common Areas. Great care must be taken to aesthetically consider the undersides of finished decks and terraces, especially on upper hillside sites. The deck edge must be skirted with wood siding or other finish to screen the cavity beneath the deck, allowing for minimal ground clearance. The only exception is for decks overhanging living space below, where access and light must be persevered for these living areas. In these cases, great care must be taken to support the deck with elements of sufficient visual substance so that they appear to be architecturally integrated with the Residence itself. Simple posts or similar support systems for such decks will not be acceptable.

#### 4.2.6 Water Features (Requires ARC Approval)

Fountains, ponds, and waterfalls must be architecturally linked to the style of the Residence. Excessively loud water features will be prohibited, as will unnatural lighting fixtures used to accent the feature and/or area. Determinations regarding whether or not a water feature is excessively loud will be made in the sole discretion of the ARC.

#### 4.2.7 Swimming Pools, Spas, and Pool Equipment (Requires ARC Approval)

The size, shape and site location of swimming pools and spas, if any, must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements. Pool and equipment enclosures must be architecturally related to the house and other structures through the use of walls or courtyards so that they appear to be a visual extension of the Residence. Only in-ground pools are permitted; above ground pools are prohibited. Covers such as inflatable bubbles are not acceptable.

Architectural plans for a pool and/or spa must be submitted to the Architectural Review Committee for approval. Separate pool/spa plans must depict the location of the pool or spa in relationship to the Residence and property boundaries, indicate existing trees on property depicting trees required to be removed, height of any decorative walls, retaining walls or

columns and materials to be used, any cement work (i.e. patios, walkways), and pool equipment location and screening of same.

All pool and/or spa equipment is required to be screened from the Golf Course, Common Areas and adjacent properties by a constructed equipment enclosure to provide sound attenuation and screening. Constructed pool equipment enclosures must be architecturally linked to the Residence; wooden or vinyl fencing enclosures are prohibited. Consideration must be given to Golf Course property and neighboring properties as to noise that will be generated from such equipment in the location selection for equipment.

Consideration must be given to dust control during the construction of a swimming pool and/or spa. Refer Section 5 - Construction Regulations, Item 5.8 regarding dust control during these activities.

#### 4.2.8 Shade Structures and Pool House (Requires ARC Approval)

It is preferred that pool houses be attached to the Residence structure; however, stand-alone pool houses may be permitted depending upon the size of the Lot, location of the planned building and a design that must be architecturally consistent with the main Residence. Pool houses may not exceed 400 square feet in size. Pool houses, if approved by the Architectural Review Committee, may not intrude upon the view of neighboring properties and the Golf Course and must meet all building setback requirements. A comment period by adjacent property Owners may be allowed and requested by the ARC, if deemed appropriate. Construction of a pool house requires the same approval review as required under Primary Construction. Refer to Section 3 - Primary Construction, for approval process and requirements.

Shade structures, including patio covers and gazebos, must be architecturally consistent with the main Residence. Those covers that are structurally an extension of the Residence must be constructed using the same material requirements as the Residential construction (e.g., roof pitch, construction material, color and tile).

Those structures that are not an extension of the original construction but are attached to the Residence may utilize pre-fabricated materials, if accepted at the sole discretion of the ARC. These structures must be designed to combine with the Residence in a manner that provides an appealing architectural look.

Stand-alone structures are encouraged to use the same material requirements as the Residential construction (e.g., roof pitch, construction material, color and tile). However; the ARC, at its sole discretion, may approve pre-fabricated materials that are designed to combine with the Residence in a manner that provides an appealing architectural look.

#### 4.2.9 Exterior Lighting (Requires ARC Approval)

Exterior lighting, to include landscape lighting and/or exterior pool lighting, requires approval by the ARC prior to installation. Outdoor lighting will be carefully reviewed to assure that neighboring properties are protected from the view of bright light sources. A minimum amount

of up-lighting of trees is allowed. No floodlighting will be permitted and illumination necessary for evening activities must be directed downward and only bright enough to provide for the safe traverse of steps and paths. Subtle lighting of architectural elements will be encouraged, while more ornate lighting types such as colored lights or extensive yard lighting will be prohibited.

Along the same lines, exposed light sources are prohibited in favor of indirect or shielded lighting that reduces glare and better lights the surfaces of roads and walks. No large automatic "yard lights" will be permitted.

#### 4.2.10 Outdoor Storage (Requires ARC Approval)

Outdoor areas housing trash containers, firewood, and maintenance or service equipment such as lawn mowers or overflow storage shall be screened from all adjacent properties by a stub wall or wrought iron fencing screened entirely by plantings. Storage sheds are prohibited.

#### 4.2.11 Antennae and Satellite Dishes (Requires ARC Approval)

Satellite dishes or antennas with a diameter or diagonal measurement not greater than 36 inches which are designed to receive direct broadcast satellite services, video programming services via multi-point distribution services or television broadcast signals (collectively "Permitted Dishes") may be erected, placed or installed on a Lot only in the following locations, provided that the application of these restrictions do not significantly increase the cost of the video or television antenna system or significantly decrease its efficiency or performance:

- (a) In the backyard of any Residence below the fence line;
- (b) Attached to any Residence at the rear of the Lot; and
- (c) Attached to the side of any Residence.

If a dish cannot receive an acceptable signal in one of these preferred locations, the dish shall be placed in an area, which is of least visibility to neighboring Lots, the Common Areas, and the Golf Course. If a dish is viewable from neighboring Lots, Common Areas and/or the Golf Course, the Association may paint (or request that the Owner paint) the dish to blend in with the Residence and may further require that external wiring be hidden or otherwise obscured from view.

Installation of all Permitted Dishes must be in accordance with all applicable building, fire, electrical and related city, county and state codes. To the maximum extent possible, wiring or cabling should be installed so as to be minimally visible and should blend into the material to which it is mounted or placed.

The Owner shall be responsible, at the Owner's sole expense, for maintenance of any Permitted Dishes.

#### 4.2.12 Mailboxes (Requires ARC Approval)

The style and location of the mailbox must be approved by the ARC and the Board of Directors encourages the construction of mailbox enclosures. Constructed mailbox enclosures must be architecturally linked to the Residence. Newspaper tubes are prohibited unless enclosed within a mailbox enclosure. Plastic mailboxes will be prohibited.

#### 4.2.13 Playground Equipment (Requires ARC Approval)

The Association has installed and maintains a playground area for children 12 and under. Approval for installation of playground equipment such as swings, slides and forts when granted by the ARC, will require screening to limit the view and noise of this equipment from the Common Area, adjacent properties and the Golf Course.

#### 4.2.14 Residence Identification and Signage

Residence address signage shall be visible from the street and in compliance with Postal and Fire Department requirements.

Signs used to identify that a Residence is "secured by an alarm" may be placed no further than one foot from the exterior of the Residence structure. Under no circumstance may the sign be placed at street level. Signs must be of a reasonable size, subject to removal by the ARC if size is deemed excessive or inappropriate.

#### 4.2.15 Outdoor Furniture/Equipment (Requires ARC Approval)

Location of permanently fixed outdoor furniture or accessories such as tables, barbecues, arbors, etc., must be approved by the ARC. Permanently fixed outdoor furniture and accessories may not infringe on setbacks and must be properly maintained. Wood burning fire pits, whether permanent or portable, are prohibited due to the inherent danger of the surrounding environment and City of Redding regulations. Exterior propane or natural gas fired appliances must be listed and labeled by a nationally recognized testing agency such as U.L. (Underwriters Laboratories) or CSA (Canadian Standards Association). Such appliances not listed and labeled must be reviewed and approved by the City of Redding Fire Marshall.

This approval must be obtained by the Owner at Owner's expense and submitted with plans during the ARC review process.

#### 4.2.16 Outdoor Ornamentation or Statuary (Requires ARC Approval)

Placing, erecting, constructing or allowing any permanent unnatural or manmade ornaments, signs, statuary, pink flamingos, relics, poles, machinery, equipment, basketball backboards, game poles and nets, or other such items which are unattached to approved structures are prohibited unless the same are included and made a part of a landscape plan submitted to and approved by the Committee. "Unnatural" shall mean any object which is not naturally growing upon, indigenous to or accumulated upon a Residence site in its undeveloped state.

#### 4.3 MODIFICATIONS TO EXISTING IMPROVEMENT OR STRUCTURE

##### 4.3.1 Additions and/or Modifications to an Existing Improvement (Requires ARC Approval)

Any addition or modification to an existing improvement on a Lot requires approval by the ARC prior to the change being made.

A change in exterior house paint and trim colors on an existing Residence is deemed to be a modification and approval of the ARC is required. House color choices must be consistent with those allowed under the primary construction of a Residence, namely earth tones are strongly recommended, although muted accent colors used judiciously and with restraint may be permitted. In no case shall colors approaching the primary range (red, blue and yellow) be permitted, nor will drastic contrasts in value (light to dark) be allowed.

##### 4.3.2 Remodeling to Exterior of an Existing Residence Structure (Requires ARC Approval)

Any remodeling to the exterior structure of a Residence requires approval by the ARC; interior remodeling of a Residence does not require approval. Remodeling of the exterior structure is managed under the "Primary Construction" review process; thus, architectural design plans will be required for the approval process, as well as a compliance deposit. Refer to Section 3 - Primary Construction for review process and requirements.

#### 4.4 CHANGES IN APPROVED PLANS PRIOR/DURING CONSTRUCTION

All changes or additions to the approved plans before and during construction must first be approved by the Architectural Review Committee. Failure to obtain approval from the Architectural Review Committee prior to making the change may result in non-return of deposit (if applicable), assessment of a fine sanction, as well as a request to remove the change and restore back to original condition.

### **SECTION 5 CONSTRUCTION REGULATIONS**

In order to ensure that the natural landscape of each Lot is preserved and the nuisances inherent to any construction process are kept to a minimum, the following regulations will be enforced during the construction period of all improvements, both Primary and Secondary, at Tierra Oaks Estates. Any violation of these regulations by an

Owner's agent, representative, builder, contractor or subcontractor will be treated as a violation by the Owner.

##### 5.1 OSHA Compliance

All applicable Occupational Safety and Health Act (OSHA) regulations and Rules must be observed at all times.

## 5.2 Construction Trailers

Upon commencement of any improvement, a construction trailer or portable field office may be located on the Lot close to the building footprint, clear of all setbacks. The type, size and color of any portable office must be approved by the Committee during the pre-construction conference. The field office may not be placed on-site earlier than two weeks prior to the actual onset of continuous activity. A construction trailer may not remain on a site for a period of time exceeding six months without written approval of the Committee.

## 5.3 Residence Site Identification during Construction

No permanent contractor or subcontractor signs or advertising signs are permitted. A Residence site under Primary Construction phase may exhibit one temporary sign indicating the general contractor and the street address; no sub-contractor signs will be allowed. Permitted signs shall not exceed 24 by 36 inches in size. The Board or Committee must approve all signs and locations prior to posting on the Lot. No signage of any kind (such as pool or landscaping contractor) will be permitted under Secondary Construction.

## 5.4 Trash Receptacles and Debris Removal

Owners and builders shall clean up all trash and debris at the end of each day. An approved trash receptacle or enclosure must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and area setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse. Disposal shall be at a suitable off-site facility.

Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the site or elsewhere in Tierra Oaks Estates. Heavy debris, such as trees, limbs, broken stone, wood scrap, and the like, must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete wash-out from both trucks and mixers must occur within the building footprint of the Lot in a location where it will be ultimately concealed by structure or covered by backfill. Washout in road rights-of-way, setbacks, or on adjacent properties is strictly prohibited. No materials of any type shall be deposited on any other Lot or Common Area within the development.

No construction activities such as materials staging, framing, stucco mixing, etc. shall be performed in the streets, common areas or other adjacent properties.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other Lots or open space. Any clean-up costs incurred by the Association in enforcing these requirements shall be payable by the Owner.

The committee may use the Compliance Deposit described in Section 2 - Architectural Requirements, Item 2.5 of these Rules to pay any costs it may incur in this connection.

### 5.5 Sanitary Facilities

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers, and for servicing such facilities. Portable toilets must be located within the Lot, clear of all setbacks, and as far from the street as can be serviced.

### 5.6 Vehicles and Parking Areas

Construction crews may not park on, or otherwise use, undeveloped portions of Lots or open space. All vehicles shall be parked within the building site. Vehicles shall not park on unpaved surfaces within the root zone of existing trees. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the road. During these limited occurrences, vehicles must be on the paved surface of the roadway or cul-de-sac as close to the curb as possible to allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Vehicles may not be parked on neighboring Lots, in nearby driveways, or on open space. Changing oil or another vehicle maintenance on any site is prohibited. Dripping of any fluids from construction machinery must be kept off of paved streets and cleaned-up when required.

### 5.7 Dust and Noise Control

The contractor shall be responsible for controlling dust whenever grading or digging, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site. Water spraying must be utilized to alleviate dust problems for adjacent Lots and Common Areas. Culverts shall be installed under all temporary driveways to prevent blockage of drainage. Additionally, noise from the construction site must be kept at a minimum at all times.

### 5.8 Material Deliveries

All building materials, equipment and machinery required to construct a Residence and/or an improvement on any Lot within Tierra Oaks Estates must be delivered to and remain within the building envelope of each Lot, clear of all setbacks if feasible. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Tierra Oaks Estates overnight. Material delivery vehicles may not drive across adjacent Lots or tracts to access a construction site. The Common Area streets should not be used for storing or dumping of materials – no matter how quickly the materials will be disposed of or distributed.

### 5.9 Fires and Flammable Materials

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard are prohibited. **At least two (2) 20-**



pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times. Additionally, an adequate length garden hose which will cover the entire property area shall be attached to a water source at all times. Remove?

#### 5.10 Preservation of Property

The use of or transit over any other Lot, Common Area or amenity, including the Golf Course, is prohibited. Similarly, the use of or transit over the native area or setbacks outside the building footprint of any Lot is prohibited. Construction personnel shall refrain from parking, eating or depositing rubbish or scrap materials (including concrete washout or dirt) on any neighboring Lot, Common Area, or right-of-way.

#### 5.11 Restoration of Property

Upon completion of construction, or if an Owner fails to complete construction, each Owner shall clean his or her Lot and repair all property which has been damaged including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner shall be financially responsible for site restoration/revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or subcontracted agents.

If an Owner fails to restore his or her Lot the Association may use funds from the Owner's compliance deposit to fund and pay expenses associated with the restoration/revegetation of the lot.

#### 5.12 Daily Operation

Daily working hours for each construction site shall be 6:00 a.m. to 5:00 p.m., Monday through Friday – daylight savings months; 7:00 a.m. to 5:00 p.m. remaining months. Saturday work hours shall be from 8:00 a.m. to 4:00 p.m. Any deviation from the Monday through Saturday schedule requires pre- approval by the ARC and will only be granted under special circumstances. Construction activity, including professional landscapers and/or outsourced work, is prohibited on Sunday, as well as major, observed holidays – no deviations to be granted.

Construction noise should be held to a minimum. Use of radios which can be heard from the golf course or adjacent properties will not be permitted at the construction site.

#### 5.13 Site Visitation

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review observers, sales personnel and the Owner. Construction personnel should not invite or bring non-employee family members or friends to the job site. Bringing animals to the job site is absolutely

prohibited. Every effort is to be made to be considerate and cooperative with the adjoining Owners.

#### 5.14 Construction Insurance Requirements

Owners are responsible to ensure that all contractors and subcontractors maintain adequate insurance as outlined below whenever construction is occurring on the Owners' Lot. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming both the Lot Owner and Tierra Oaks Estates Homeowners Association. The required insurance must provide coverage not less than applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than \$1,000,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage. The Owner shall provide complete copies of all insurance policies required by the Board Rules and Regulations within 60 days of submission of the Certificate of Insurance to the Association.

#### 5.15 Vehicular Access to Tierra Oaks Estates

Should the gatehouse be manned, prior to the start of construction activity, each general contractor shall meet with the gate attendant and prepare a contractor's vehicle pass list and the supporting information relating to the description and identification of construction/employee vehicles. No person or vehicle shall be allowed past the gatehouse until the required documents are on file and the appropriate passes have been issued. Construction passes must be displayed on the front dash of all vehicles. The Committee or the attendant may require proof of acceptable insurance as a condition of entry.

### **SECTION 6 ARCHITECTURAL REVIEW COMMITTEE**

#### 6.1 Members

The Architectural Review Committee shall consist of three to five Members. Members of the Committee shall be appointed by the Board of Directors as provided in Article 9, Section 9.3.1 of the CC&Rs.

#### 6.2 Resignation of Members

Any member of the Committee may, at any time, resign from the Committee upon written notice delivered to the Association.

#### 6.3 Duties

It shall be the duty of the Committee to consider and act upon such proposals or plans related to the Development of Tierra Oaks Estates, as are submitted pursuant to the Rules, to enforce these Rules and to amend these Rules pursuant to Article 9, Section 9.4 of the CC&Rs.

#### 6.4 Meetings

The Committee shall meet from time to time as necessary to properly perform its duties. The vote of a majority of the members shall constitute an act of the Committee.

The Committee shall keep on file all submittals and copies of all written responses to Owners to serve as records of all actions taken. Current retention of submittals and copies of written responses has been set at five years per action of the Board of Directors.

#### 6.5 Compensation

Members of the Committee shall not receive compensation for services rendered.

#### 6.6 Amendment of Architectural Rules and Regulations

The Committee may, from time to time and at its sole discretion, amend or revise any portion of these Rules. All such amendments or revisions shall be appended to and made a part of the Rules. Changes of a substantial nature shall be recommended by the Committee for consideration by the Board of Directors of the Association.

EACH OWNER IS RESPONSIBLE FOR OBTAINING FROM THE ASSOCIATION A COPY OF THE MOST RECENTLY REVISED RULES AND REGULATIONS.

#### 6.7 Non-liability

Neither the Committee nor any member thereof shall be liable to the Association or to any Owner or other person for any loss or damage claimed on account of any of the following:

- (a) The approval or disapproval of any plans, drawings and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; or
- (c) The development or manner of development of any property within Tierra Oaks Estates.

Every Owner or other person, by submittal of plans and specifications to the Committee for approval, agrees that he will not bring any action or suit against the Committee or any of its members regarding any action taken by the Committee.

Approval by the Committee of any improvement at Tierra Oaks only refers to the Tierra Oaks Architectural Rules and Regulations and in no way, implies conformance with local government regulations. It shall be the sole responsibility of the Owner to comply with all applicable governmental ordinances or regulations including, but not limited to zoning ordinances and building codes. Appropriate building permits must be obtained prior to the start of construction.

## 6.8 Enforcement

The Committee may, upon issuing a 24-hour notice by posting notice at the site, inspect a Lot or improvement and, upon discovering a violation of these Rules, provide a written notice of noncompliance to the Owner including a reasonable time limit within which to correct the violation. If an Owner fails to comply within this time period, the Committee or its authorized agents may enter the Lot and correct the violation at the expense of the Owner of such Lot. Said expense shall be the sole responsibility of the Owner and shall be secured by a lien upon such site enforceable in accordance with the Declaration. In addition, if the Committee is holding a Compliance Deposit from the Owner, funds in the Compliance Deposit may be withheld to satisfy, in whole or in part, the obligation of the Owner to pay such expenses incurred.

In the event of any violation of these Architectural Rules, the Board of Directors may, at its sole discretion and in addition to restoration expenses, impose without limitation a punitive fine, commensurate with the severity of the violation. Such fine may be withheld from the funds held by the Association from the Compliance Deposit as provided above.

## 6.9 Severability

If any provision of these Rules, or any section, clause, sentence, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of these Rules and regulations shall be construed as if such invalid part were never included therein.

## **DEFINITIONS**

**Architectural Review Committee.** "Architectural Review Committee", "ARC", or "Committee" shall mean the committee created pursuant to Article 9 of the CC&Rs.

**Architectural Rules.** "Architectural Rules" shall mean the rules and regulations adopted by the Architectural Review Committee pursuant to Section 9.6 of the CC&Rs.

**Assessment.** "Assessment" shall mean a charge levied by the Association against an Owner and his or her Lot as provided in Article 6 of the CC&Rs. "Assessment" shall include any or all of the following:

- Annual Assessments, which shall have the meaning set forth in Section 6.5 of the CC&Rs.
- Enforcement Assessments, which shall have the meaning set forth in Section 6.8 of the CC&Rs.
- Reimbursement Assessments, which shall have the meaning set forth in Section 6.7 of the CC&Rs.

TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION  
Rules and Regulations Established by the Board of Directors

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- Special Assessments, which shall have the meaning set forth in Section 6.6 of the CC&Rs.

**Association.** "Association" shall mean the Tierra Oaks Estates Homeowners Association, its successors and assigns.

**Board of Directors.** "Board of Directors" or "Board" shall mean the governing body of the Association.

**Common Area.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and Residents of the Development as described in the CC&Rs.

**Construction Lender.** "Construction Lender" shall mean the financial institution providing funding for the cost of the project.

**County.** "County" shall mean Shasta County, California.

**Development.** "Development" shall mean all the real property described in Recital A of the CC&Rs as well as such other real property as may be later brought within the jurisdiction of the Association.

**Golf Course.** "Golf Course" shall mean that real property, adjacent to the Development, designated as parcels 1, 2, 3, 4 and 5, on the subdivision map entitled "Tierra Oaks Estates Golf and Country Club, Tract No. 1720, Unit No. 1", recorded February 27, 1992 in book 20 of maps, page 72 in the official records of the County, on which the owner thereof has a right to maintain a golf course, clubhouse facilities, other recreational facilities, maintenance area, and related landscaping improvements and fixtures. The Golf Course is not a part of the Common Area, nor is it part of the Development. Where appropriate, "Golf Course" also refers to the person or entity that owns the Golf Course.

**Golf Course Lot.** "Golf Course Lot" shall mean any Lot that fronts or abuts the Golf Course.

**Governing Documents.** "Governing Documents" shall mean the Articles, Bylaws, the CC&Rs, Rules (including the Architectural Rules), and the policies and resolutions duly adopted by the Board and distributed to the Members.

**Improvement.** "Improvement" shall mean all structures and improvements including without limitation buildings, landscaping, paving, fences, and signs.

**Lot.** "Lot" shall mean any plot of land which is both shown on the Subdivision Map and is a part of the Development, with the exception of the Common Area. Notwithstanding the preceding, with respect to any plot of land shown on the Phase One Subdivision Map that has been subdivided into multiple plots of land (such as by the Phase Two Subdivision Map and the Phase Three Subdivision Map), each such subdivided plot of land (except the Common Area) shall be a "Lot".

**Member.** "Member" shall mean an Owner.

**Owner.** "Owner" shall mean any person, firm, corporation or other entity in which fee title to a Lot is vested as shown by the official records of the office of the County recorder, including Contract Sellers, but excluding Contract Purchasers and excluding those having such interest merely as security for the performance of an obligation. Where the context requires, the term "Owner" shall include the members of the Owner's household and the Owner's guests, tenants/lessees and invitees; provided, however, that such persons are not "Owners" for purposes of exercising voting rights in the Association.

**Residence.** "Residence" shall mean a residential structure located upon a Lot which is designed for human residential use and occupancy.

**Resident.** "Resident" shall mean any person who resides on a Lot within the Development whether or not such person is an Owner as defined in Section 1.26 of the CC&Rs.

**Rules and Regulation / Rules.** "Rules and Regulation" or "Rules" shall mean the rules and regulations governing the use, occupancy, management, administration, and operation of the Development or any part thereof as adopted and published by the Board of Directors from time to time, and the Architectural Rules as adopted and published by the Architectural Review Committee from time to time.

## **ELECTION RULES**

### **TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION**

**If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

Adopted June 16, 2020

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TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION

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**TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION  
ELECTION RULES**

The Board of Directors adopted these rules in accordance with Civil Code Section 4340 *et seq.* Notwithstanding any other law or provision of the Association's governing documents, these rules shall apply to all matters set forth in Civil Code Sections 5100–5125 as they may be amended from time to time. Unless context indicates otherwise, capitalized terms used herein shall have the same meaning as in the governing documents. These Election Rules ("Rules") shall not be amended less than ninety (90) days prior to an election. The term "Residence" refers to the separate interest owned by a member(s).

**ARTICLE 1 INSPECTOR OF ELECTIONS**

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1.1 Appointment and Term.

1.1.1 Appointment. The Board of Directors (the "Board") shall appoint one (1) or three (3) persons to serve as the Inspector of Elections (the "Inspector"), who shall serve at the discretion of the Board, and who shall have such powers and duties as the Board determines, subject to provisions in these Rules.

1.1.2 Term. The Inspector shall serve in their capacity until they resign, are discharged by the Board, or until they submit their completed written report to the Board as required by Section 1.4.2.9 of these Rules.

1.2 Qualifications. The Inspector shall be an independent third-party who is not any of the following:

1.2.1 Currently a Director on or a candidate for the Board;

1.2.2 Related to a Director on or to a candidate for the Board; and

1.2.3 A person, business entity, or subdivision of a business entity that is currently employed or under contract with the Association for any compensable services other than serving as Inspector. This provision cannot be waived under Civil Code Section 5110(b).

1.3 Powers.

1.3.1 The Inspector shall preside over member elections or votes on any of the matters set forth in Civil Code Section 5100, which provides that elections regarding assessments legally requiring a vote, election and removal of directors, amendments to governing documents, or the grant of exclusive use of common area pursuant to Civil Code Section 4600 shall be held by secret ballot in accordance with the procedures set forth herein.

1.3.2 If authorized by the Board, the Inspector may meet and discuss election issues with the Association's legal counsel or amongst themselves if there are three (3) Inspectors.

1.3.3 If there are three (3) Inspectors, the decision or act of two (2) or more of the Inspectors shall be effective in all respects as the decision or act of the Inspector.

1.3.4 The Inspector may appoint and oversee additional persons to count and tabulate votes as the Inspector deems appropriate.

1.4 Duties.

1.4.1 The Inspector shall perform their duties impartially, in good faith, to the best of their ability, and as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association.

1.4.2 The Inspector shall do the following:

1.4.2.1 Determine the number of memberships entitled to vote and the voting power of each;

1.4.2.2 Determine the authenticity, validity, and effect of proxies, if any;

1.4.2.3 Receive ballots;

1.4.2.4 Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;

1.4.2.5 Count and tabulate all votes;

1.4.2.6 Determine when polls close, consistent with the governing documents;

1.4.2.7 Determine the results of the election;

1.4.2.8 Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with this Section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this Section; and

1.4.2.9 Prepare a written report of the activities undertaken in any election.

1.4.3 The management company may assist the Inspector in performing all duties of the Inspector listed above in Section 1.4.2, except the physical counting and tabulation of votes and determining the results of the election. The Inspector retains the obligation to perform all responsibilities in Section 1.4.2.

1.4.4 It is the intent of the Association that if a member of the Association serves as a volunteer Inspector, such volunteer shall be considered a volunteer committee member or a volunteer officer of the Association for purposes of directors and officers insurance and rights of indemnity arising out of the Inspector's conduct in their role as Inspector under Civil Code Section 5800.

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**ARTICLE 2 DIRECTOR QUALIFICATIONS**

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2.1 Candidate Qualifications. All candidates for election to the Board shall meet the following qualifications for Directors.

2.1.1 Members. A candidate shall be a Member of the Association at the time of nomination. If title is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person in writing to be a Member for purposes of this subsection. The Association shall bear no liability for the veracity of such appointment.

2.1.2 Current in Assessments. Only Members who are current in the payment of regular or special assessments shall be eligible to be elected to and serve on the Board. This provision applies throughout every Director's term of office.

2.1.2.1 The Association may not disqualify a candidate for nonpayment of fines, fines renamed as assessments, collection charges, late charges, or costs levied by a third party.

2.1.2.2 The Association may also not disqualify a candidate for failure to be current in payment of regular and special assessments if either of the following is true:

2.1.2.2.1 The candidate has paid the regular or special assessment under protest pursuant to Civil Code Section 5658.

2.1.2.2.2 The candidate has entered into a payment plan pursuant to Civil Code Section 5665.

2.1.3 One Owner per Residence. Only one (1) Owner of a particular Residence ("Residence") shall serve on the Board at any time.

2.1.4 Prevention of Fidelity Bond Coverage. A Member shall neither be qualified as a candidate nor continue to serve as a Director if that candidate or Director has a past criminal conviction which would prevent the Association from purchasing fidelity bond coverage as required by Civil Code Section 5806 or would terminate the Association's existing fidelity bond coverage.

2.1.5 Engaging in Internal Dispute Resolution. The Association shall not disqualify a Member from nomination who is delinquent in payment of their regular or special assessments if the Member has neither requested nor been asked and provided the opportunity to engage in internal dispute resolution with the Association. This provision shall not apply, however, if the Association has previously offered the Member the opportunity to engage in the Association's internal dispute resolution process regarding the delinquency.

### **ARTICLE 3 NOMINATION PROCEDURES**

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3.1 Self-Nomination. Members may self-nominate as candidates for election to the Board by giving written notice of such nomination to the Association, or its designated agent, on or before a date determined by the Board, which shall be no less than thirty (30) days after nominations are being accepted. The Board may, but is not obligated to, appoint a nominating committee.

3.2 Candidate Not Qualified to Serve. If a candidate is not qualified to hold an elected position, their name shall not appear on the secret ballot and they will not be permitted to serve if elected.

3.3 Holding Office. Each Director, unless removed by a vote of the Members, shall hold office until the expiration of the term for which they have been elected or appointed and until their successor has been properly elected and qualified.

3.4 Notice and Procedure for Nominations. The Association shall provide general notice of the procedure and deadline for submitting a nomination at least thirty (30) days before any deadline for submitting a nomination. Individual notice shall be delivered pursuant to Civil Code Section 4040 if requested by a Member.

#### **ARTICLE 4 MEDIA ACCESS**

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4.1 Equal Access. If the Association provides media access during a campaign, equal access shall be provided to all candidates and Members advocating a point of view for purposes that are reasonably related to the election.

4.2 Publication by Association. If any publicity is provided by the Association, the Association will not censor, edit, or redact the communication but shall include a statement specifying that the message is that of the Member's and the Association is not responsible for its content. The Association shall publish the following statement:

*"The views expressed are those of its author and do not reflect the views of the Association, its directors, managers, employees, or agents. The author is solely responsible for its content. The Association is required by law to publish the communication as written regardless of the content."*

#### **ARTICLE 5 COMMON AREA MEETING SPACE**

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5.1 Terms of Use. Common area meeting space, if any exists, shall be provided at no cost to all candidates and Members advocating a point of view for purposes reasonably related to the election or vote, subject to Association regulations and rules assuring orderly and fair use of such meeting space.

5.2 Election Forum. The Board may schedule a community election forum prior to an election of the Board or a vote subject to these Rules whereby candidates and Members advocating a point of view which is the subject matter of the pending election or vote may attend and speak to Members choosing to attend. A community election forum shall be conducted in accordance with the governing documents and any rules adopted by the Board.

5.3 Candidate Responsibility for Use of Common Area. Any Member desiring to use common area meeting space, if any, for such a purpose shall be responsible for leaving the premises in the condition it was found.

#### **ARTICLE 6 ASSOCIATION FUNDS**

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6.1 Funds Used to Conduct Election. Association funds shall be used for conducting an election.

6.2 Funds Not Used to Campaign. Association funds shall not be used for purposes of campaigning in an election in violation of Civil Code Section 5135.

## **ARTICLE 7 VOTING QUALIFICATIONS**

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7.1 One Vote Per Residence. Members shall be entitled to one (1) vote for each Residence they own. Votes may be cast by a person who provides documentation showing they hold general power of attorney for a Member. The Association shall bear no liability for the veracity of the general power of attorney provided.

7.2 Joint Ownership. In the event more than one (1) person owns a given Residence, the vote for such Residence shall be exercised as the Owners among themselves shall determine, but in no event shall more than one (1) vote be cast with respect to any Residence. If the joint Owners of a Residence are unable to agree among themselves as to how their vote is to be cast, such vote shall be cast in accordance with the decision of a majority of such Owners. If there is no such majority, the vote for the Residence shall not be cast either in favor of or opposed to the issue or issues which are the subject of the vote, but the membership shall be counted for purposes of determining whether the quorum requirements applicable to the vote or meeting have been met. If any Owner casts a vote representing a certain Residence and no written objection thereto is received by the Secretary prior to the close of voting, it will be conclusively presumed for all purposes that such Owner was acting with the authority and consent of the other Owners of that Residence.

7.3 Cumulative Voting. Cumulative voting may be used in any vote to elect or remove Directors as long as any candidate's name for whom any Member cumulatively casts votes on the secret ballot has been put into nomination prior to the commencement of voting and as long as any Member has given notice of their intention to cumulate votes at the Board Meeting prior to the mailing of secret ballots. If applicable, every Member may cumulate votes and give them to a single candidate or distribute them among different candidates.

## **ARTICLE 8 METHODS OF VOTING; PROXIES**

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8.1 Proxies. Proxies may be used as provided for in the Bylaws and under California law.

## **ARTICLE 9 VOTING PERIOD**

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9.1 Beginning of Voting Period. The voting period shall begin and close on the dates established by the Board or the Inspector. The close of the election shall be not less than thirty (30) days from the date the ballots are distributed to the members.

9.2 Extend Voting Period. Subject to Section 10.4.4 below, the Board or the Inspector shall have the discretion to extend the voting period if sufficient secret ballots have not been received.

9.3 Director Election at Least Once Every Four Years. The Association shall hold an election for a seat on the Board using the procedures in these Rules at the expiration of each Director's term of office and at least once every four (4) years.

## **ARTICLE 10 SECRET BALLOT AND VOTING PROCEDURE**

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### 10.1 Access to a Ballot.

10.1.1 The Association shall not deny a ballot to a Member for any reason other than not being a Member at the time when ballots are distributed.

10.1.2 The Association shall not deny a ballot to a person with general power of attorney for a Member.

10.1.3 The ballot of a person with general power of attorney for a Member shall be counted if returned in a timely manner.

10.2 Notices Prior to Holding an Election. In addition to other notice deadlines contained in these Rules, the Association shall provide general notice of all of the following at least thirty (30) days before ballots are distributed:

10.2.1 The date and time by which, and the physical address where, ballots are to be returned by mail or handed to the Inspector.

10.2.2 The date, time, and location of the meeting at which ballots will be counted.

10.2.3 The list of all candidate names that will appear on the ballot.

10.2.4 Individual notice of the above paragraphs shall be delivered pursuant to Civil Code Section 4040 if notice is requested by a Member.

10.3 Secret Ballots. Voting on the matters addressed in Civil Code Sections 5100–5115 shall be determined by using a double envelope system to ensure the anonymity of the Member casting their vote.

10.3.1 At least thirty (30) days before an election, the Inspector of Election shall deliver, or cause to be delivered, to each Member both of the following documents:

10.3.1.1 The secret ballot or ballots and two (2) pre-addressed envelopes, a smaller (inner) envelope and a larger (outer) envelope, along with instructions on how to return the secret ballot;

10.3.1.2 A copy of these Rules. Delivery of these Rules may be accomplished by either of the following methods:

10.3.1.2.1 Posting these Rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least twelve (12)-point font: "The rules governing this election may be found here:"

10.3.1.2.2 Individual delivery.

10.3.2 A voter may not be identified on the secret ballot by name, address, or the Residence that entitles the Member to vote on the secret ballot.

10.3.3 The secret ballot itself is not to be signed by the Member voting but is to be inserted into the smaller (inner) envelope that is sealed by the Member. This envelope is inserted into the larger (outer) envelope that is sealed by the Member.

10.3.4 The larger (outer) envelope is addressed to the Inspector. In the upper left-hand corner of the larger (outer) envelope, the voter prints and signs their name, address, and Residence that entitles them to vote.

10.3.5 The secret ballot may be mailed or hand delivered to a location specified by the Inspector. The Member may request a receipt for delivery.

10.3.6 Once a secret ballot is cast it cannot be revoked or changed. A secret ballot is "cast" when the Inspector receives it.

10.3.7 In an election to approve an amendment of the governing documents, the text of the proposed amendment shall be delivered to the Members with the ballot.

#### 10.4 Vote Tabulation.

10.4.1 The secret ballots shall not be opened or otherwise reviewed prior to the time and place at which the ballots are counted and tabulated. In no event, shall any secret ballots be opened if insufficient secret ballots were returned to meet the quorum requirement.

10.4.2 The envelopes shall be opened and the secret ballots shall be counted and tabulated at either a properly noticed Board meeting or a Member meeting. Any candidate or other Member of the Association may witness the counting and tabulation of the secret ballots.

10.4.3 Only the Inspector, or persons designated by the Inspector, shall open the envelopes and count and tabulate the secret ballots.

10.4.4 If the Inspector determines that the Members returned an insufficient number of secret ballots to meet quorum or otherwise, the Board or the Inspector may extend the voting period.

### **ARTICLE 11 VOTING RESULTS, STORAGE, AND RETENTION**

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#### 11.1 Election Results.

11.1.1 The Inspector shall promptly report the results of the election to the Board who shall record the results of the election in the minutes of the next Board meeting and shall be available for review by the Members of the Association.

11.1.2 Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to the Members.

11.2 Custody, Storage, and Retention of Secret Ballots from Elections.

11.2.1 Custody.

11.2.1.1 The sealed ballots; signed voter envelopes; voter list of names, parcel numbers, and voters to whom ballots were sent and the candidate registration list shall, at all times, be in the custody of the Inspector or at a location designated by the Inspector until after the tabulation of the vote; and then for one (1) year, at which time custody shall be transferred to the Association. One (1) year after the Member vote concluded, the Association must retain, as Association records, these documents for the remainder of the current fiscal year in which it receives the documents from the Inspector and for the following two (2) fiscal years.

11.2.1.2 In the event of a recount or other challenge to the election process, the Inspector shall, upon written request, make the secret ballots available for inspection and review by Members or their authorized representatives, if the request is timely. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

11.2.1.3 Signed voter envelopes may be inspected but shall not be copied by any Member inspecting Association records.

11.2.2 Storage and Retention.

11.2.2.1 Materials that shall be retained as election materials include:

11.2.2.1.1 Candidate Registration List.

11.2.2.1.2 Voter List. This list shall include the name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used.


11.2.2.2 Inspection of Lists. The Association shall permit Members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Association or Member shall report any errors or omissions to either list to the Inspector, who shall make the corrections within two (2) business days.



**CERTIFICATE OF ADOPTION**

I hereby certify that I am the Secretary of the Association and that the foregoing Election Rules are a true copy of the Election Rules approved by the Board at its meeting held on \_\_\_\_\_, 2020, at which a quorum of the Directors was present. I further certify that the foregoing Election Rules are in full force and effect; that the same have not been rescinded, nor has it been amended or modified.

Dated: 6/16, 2020

By:   
Brian Salado, Secretary

## **NOTICE OF ASSESSMENTS AND FORECLOSURE**

## NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code) The collection practices of the association may be

governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

## **VIOLATION PROCEDURES**

Adopted by the Board of Directors: December 28, 2005  
Amended: March 29, 2006

Violation Reporting Process

1. A reported violation of the CC&Rs and/or these Rules and Regulations will result in the Owner being notified in writing by our property management firm. Notification will indicate the nature of the violation, time period for correction to be made, if appropriate, and any other information deemed pertinent to the violation. Owners who have rented their residence are responsible for the actions of their tenants.

2. Notice of Hearing

If a violation is not corrected within a reasonable time (as determined by the Board), or if the violation is repeated, a letter will be sent to the owner. The notice will advise the owner that a hearing before the Board of Directors will be held. The notice will provide a general summary of the allegations in the complaint, including the applicable section(s) of the Association's governing documents allegedly being violated; the date, time, and location of the hearing; a statement that the owner may attend the hearing and address the Board; and may also contain the penalties that may be considered and assessed at the hearing. A hearing date shall be set and the notice will be mailed to the owner at least ten (10) days prior to the date of the hearing. The notice shall be sent by first-class mail. Whether or not the owner wishes to attend the hearing, he or she may deliver to the Board a written statement, setting forth the owner's response to the allegations in the complaint, at least three days prior to the hearing.

3. Hearing

All hearings shall be held in executive session to protect the privacy of the owner but may be held in an open meeting at the request of the owner. If held in executive session, the owner shall be permitted to attend. The Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted.

Should the owner fail to appear at the hearing and fail to submit a written statement with regard to the allegations, the Board may hold the hearing in owner's absence and make a decision based upon the information before it.

4. Decision

After all information and/or representations have been presented to the Board, the Board shall vote upon the matter. The decision may be made after the hearing or may be postponed. A written decision shall be mailed to the owner as soon as practicable thereafter, but in no event more than fifteen (15) days after the decision. Disciplinary action, if any is imposed, and unless otherwise ordered by the Board, shall become effective after the Board's decision is mailed to the owner by first-class mail. All decisions of the Board shall be final unless the Board, in its sole discretion, agrees to rehear the matter due to the availability of new documents or information of an overriding nature. All requests for rehearing must be made by the owner and received by the Board within thirty (30) days of the date of the notice of the

TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION  
Rules and Regulations Established by the Board of Directors

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Board's decision and must include a summary of the new information to be presented or the reasons why the Board's previous decision should be overturned.

5. Continued failure to comply may result in legal action.
6. The Board of Directors reserves the right to seek immediate legal action should it be deemed that the violation warrants such action.

Fines

Fine amounts shall be determined by the Board of Directors based on the severity of each violation. Initial fines imposed may be up to \$250, with subsequent fines up to \$1500 per violation and/or sanction. However, the Board of Directors reserves the right to exceed the above stated amounts if deemed appropriate. Fines may be assessed daily until violations are corrected.

Recurring Violations – Parking

The first infraction letter resulting from a reported violation will be used to “remind” the Owner of the restriction under our CC&Rs or these Rules and Regulations. However, recurring reported violations will result in an automatic fine. The Board of Directors has established and approved the following enforcement assessments. Fines may be assessed daily until violations are corrected.

<u>Fines – Approved by Board of Directors</u>	
First Infraction	Reminder
Second Infraction	Automatic \$50 Fine
Third Infraction	Automatic \$150 Fine
Fourth Infraction	Automatic \$250 Fine
Subsequent Infractions	Automatic \$250 Fine

Recurring violations reported under our parking restrictions pertain to automobiles, trucks, motorcycles, trailers, boats and/or any other recreational vehicles. Periods covered under recurring violations will reset every two years on January 1.

Example of Recurring Parking Infraction Sanction: (This Owner has already received a courtesy reminder for his/her first infraction.) Owner parks boat and trailer in the driveway on a Friday. On Saturday morning (2<sup>nd</sup> infraction automatic \$50 fine, the Owner goes to the lake, but returns the boat and trailer to the driveway on Sunday where it remains until Monday (3<sup>rd</sup> infraction results in automatic \$150 fine). Total amount of fine for this four-day period is \$200. The 4<sup>th</sup> and subsequent recurring infractions for this owner will be an automatic \$250 fine for each infraction.

Note: All notifications involving a sanction shall be made by our property management firm via first class mail or other approved delivery methods as designated under the Bylaws of the Association.

## **COLLECTION PROCEDURES**

**(RATIFIED ANNUALLY BY THE BOARD OF DIRECTORS)**



TIERRA OAKS ESTATES HOMEOWNERS ASSOCIATION  
Rules and Regulations Established by the Board of Directors

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Member monthly assessments and special assessments provide the funds to operate the Association. Prompt payment by our members allows the Association to meet its budgeted monthly expenditures and build reserves for future expenditures of the Community. State law requires a disclosure of the following delinquent assessment collection policy established by the Board of Directors in accordance with the Tierra Oaks Estates Homeowners Association CC&R's:

1. Monthly assessments are due on the 1<sup>st</sup> day of each month and become delinquent when not received, in full, by the Association within fifteen (15) days after the due date. A late charge of the greater of ten percent (10%) or \$10 will be assessed on the 16<sup>th</sup> day of each month for which an assessment remains unpaid; a late notice will be sent by our Management Company on or about the 16<sup>th</sup> of each month. Any special assessments are due in accordance with the terms specifically established by the special assessments.
2. If any amounts due the Association, including late charges or interest payable, remain unpaid 45 days after the original due dates thereof, the owner will receive a notice for payment from our Management Company accompanied by a copy of this collection policy on or about the 46<sup>th</sup> day of delinquency. This notice will indicate (a) the date that all delinquencies must be paid and (b) the date collection activity will be initiated if all then delinquent amounts are not paid. The member will also be assessed a reimbursement fee of \$15 for the preparation and delivery of any required pre-collection mailings.
3. If any amounts due the Association remain unpaid 60 days after the original dates thereof, the Board will refer the account to collections and the owner will automatically be assessed a reimbursement collection referral/preparation fee of \$150 by our Management Company (which will be placed against owner's account). Additionally, a minimum of \$250 in additional fees will be charged by the collection agency. The owner will receive a pre-lien notice mailed by the collection agency shortly after referral to the agency indicating a required payment date and a detailed statement of all amounts due.
4. If payment is not received according to the specific guidelines laid out in the collection agency's pre-lien letter, a lien will be recorded against the owner's property by the collection agency. An additional minimum fee of \$395 will be charged to the owner for preparation and recording of this lien. This lien will encumber the property and may prevent sale of the property until all delinquencies and costs of collection are paid.
5. If all delinquencies and collection costs have not been paid, in full, and the amount is in excess of \$1,800 OR twelve (12) months past due, the Association may, without further notice, take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without any limitations, non-judicial foreclosure of such lien, judicial foreclosure, or suit for the money damages, all at the expense of the property owner(s).
6. Our management company will assess owners a "return check charge" of twenty-five dollars (\$25) for all checks returned for any reason as unpaid, as well as any bank fees charged against the Association by its bank in connection with a returned check; said fees to be treated as reimbursement assessments.
7. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association and our Management Company by such owner(s).
8. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

SPECIAL NOTE: All fees charged by our Management Company and/or collection agency are subject to change without notice.

## **USE OF PRIVACY GATE AND ACTIVATION CODE**

### ***Background***

Effective December 1, 2015, the entry and exit gates to the community have been closed 24 hours a day and all days of the week. To administer entrance and exit from the community, the Board of Directors has established the following manner of gate operations and a code system to gain entry and exit through each gate.

### ***Gate Operation***

The gate has four states: holding open, closing, opening and holding closed. The gates are normally holding closed and will open when properly activated. Each gate is 14' in length, weighs 700 pounds and swings on an arc of 24'. The gates move along an arc at 18" per second. When the gate is closing, it takes 2 seconds (i.e., will close for an additional three feet) before the gate mechanism will stop the gate from closing and reverse its direction. Three sensors control the entrance gate operations. Sensor A is 14' in front of the gate opening, Sensor B is right at the gate opening and Sensor C is just past the open gate. Two sensors control the exit gate. Sensor Y is at the stop line on the pavement in front of the gate and Sensor Z is just past the open gate.

#### ***Holding closed***

This is the normal state for both gates. The entry gate will begin opening when properly activated. The exit gate will begin opening when a vehicle pauses over Sensor Y in front of it. If a power outage occurs, both gates should swing open and hold open until power is restored.

#### ***Opening***

Once properly activated, both gates will swing to the fully open position. After activation, tripping either Sensor A or B will send an additional open signal to the entrance gate; this repeats the open signal sent by activation and will hold the gate open until a close signal is received.

#### ***Holding open***

The gate will not close until a close signal is given by Sensor C (entry gate) or Sensor Z (exit gate). These sensors have no delay and the gates will begin to close as soon as the close signal is received, i.e., after a vehicle has passed through the gate. If a power outage occurs, both gates should swing open and hold open until power is restored. If the gate is bumped or a gate programming error occurs, the gate may remain open. If the gate is open before you activate the open sequence and does not close after you trip either Sensor C or Z, please call Hignell (see below) and report the condition.

#### ***Closing***

After Sensor C or Z are tripped, the respective gate will begin to close. After either gate begins to close, a new open activation or tripping Sensor A or B will send a new open signal to the gate. The gate will reverse and initiate opening. However, the gate will continue to close for three feet before the mechanism can reverse the direction of the gate. Tailgating through either gate can result in serious damage to a vehicle that has not waited for a closing gate to be properly activated and reverse its direction. A vehicle waiting its turn to enter or exit the community, should wait until the gate begins to close before activating the next open sequence.

### ***Gate Activation (Code System)***

The exit gate's opening sequence is activated by a vehicle pausing at the stop line in front of the exit gate and waiting for the gate to fully open.

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There are four ways to activate the entry gate using: your remote, the friends and family code (Primary), the contract vendors code (Secondary), or the entry-gate paging system, which will call your registered phone number and you can open the gate for the visitor by pressing “9” on your phone keypad.

The Hignell Companies manage the code system and the issuance of remote gate openers. Hignell can be contacted at 530.894.0404 during business hours (9:30 am to 4:00 pm; Monday through Friday) for gate related matters. When Primary or Secondary codes are changed, the new codes will be distributed via the Association Newsletter. Codes are maintained as follows:

*Primary and Secondary Gate Codes*

A Primary Code is in effect for use by residents and their friends and family and will change annually. A Secondary Code is in effect for use by contracted workers and is changed every six months. The Secondary Code is effective from 6:30 am to 6 pm, Monday – Saturday.

*One-off Delivery or Service Calls*

Instruct such one-off visitors (Pizza delivery, appliance repair, etc.) to use the gate-entry paging system, as you will be at home to facilitate the delivery or service call. Do not give such one-time users the Primary or Secondary Codes.

*Resident Party Codes*

Contact Hignell to receive a code for use on the day of the party. The Primary and Secondary codes should not be used in lieu of obtaining a party code; doing so may result in an immediate change to the Primary or Secondary code. Use of the Primary or Secondary code in lieu of an assigned Party code may require the immediate change of the compromised code and may incur a fine levied at the discretion of the Board of Directors.

*Golf Course Code*

A separate code is assigned.

*Delivery Agent Codes*

Larger delivery agents (UPS, Fed Ex, newspaper and mail carriers, etc.) have been given a code which is changed annually.

*Real Estate Agent Codes*

A unique Real Estate Code will be assigned to each property for sale and will be removed when the property sells or is taken off the market. The listing agent will give non-listing real estate agents this code. The code is not to be included with open house announcements or MLS listings, etc. The realtor will need to sign an agreement with the Association to acknowledge the restrictions governing the use of the entry code. Misuse of the code may result in the realtor being denied any code assignment for a period determined by the Board of Directors. Contact Hignell to have a code assigned.

*Construction Code*

A code will be assigned to each project for contractor and sub-contractor use. The code will be removed when the member moves into the new house or construction is completed. Misuse of the

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code may result in the contractor being denied any code assignment for a period determined by the Board of Directors. Contact The Hignell Companies to have a code assigned.

*Emergency*

The required Emergency “Key Box” remains in place. SHASCOM will continue to use an assigned code for emergency responders which will be changed annually. It is recommended when calling for emergency assistance to give the agency the Primary gate code or have another person wait at the gate to be sure the responders are not delayed at the gate.

*City of Redding Code*

A separate code has been assigned which is changed annually.

*Utility Company Codes*

Bella Vista Water, PG&E, AT&T, Charter, Direct TV, etc. were given individual codes which are changed annually.

Other information:

- The posted speed limit through the gate area is 10 mph.
- Based on previous incidents, a vehicle that contacts a gate will receive considerable damage.
- Do not tailgate. Wait for the gate to begin closing before you attempt to activate the opening sequence for either the entry or exit gate.
- If you properly activate either gate, both entry and exit gates will remain open until you pass the closing sensors. This means if you activate either gate and do not proceed through the gate, the gate will remain open until you (or someone else) pass through it.
- It is your responsibility to give the Secondary code to vendors that you contract. Please do not tell your vendors to call a board member or Hignell for the code.
- The Primary code should not be given to vendors or delivery personnel, etc. Doing so may require the Primary code to be changed immediately.
- The Secondary code is only valid from 6:30 am to 6 pm, Monday through Saturday. Any other times, vendors should use entry gate phone paging system.
- Press the keys: firmly, slowly and in the center of each key.
- Contact Hignell for any issues with the gates or codes.
- Stopping just past the closing sensor to prevent tailgating may not work, if the second car has already crossed Sensor A or B.
- Both entrance and exit gates are under video surveillance.

The Board of Directors, in its discretion, shall have the power to impose sanctions and/or fines for violations, including, but not limited to: speeding, tailgating or misuse of the code system, in accordance with the Association's Governing Documents (as that term is defined in section 1.19 of the CC&Rs). Pursuant to Section 6.7 of the CC&Rs the Board may levy a Reimbursement Assessment(s) for reasonable expenditures required for corrective measures due to a breach of this provision against the Owner, and pursuant to Section 6.8 the Board may levy an Enforcement Assessment against an Owner for violation of this provision by the Owner, resident and/or guest of a residence. In addition, violations of this rule may subject the offending Owner, resident or occupant to liability for any damages that may result from the unauthorized use of the privacy gate codes.

**LIMITATIONS WITH RESPECT TO PARKING  
SPECIFIC TYPES OF VEHICLES**

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In order to implement Article 4.13.1.1, the Board has determined that Owners may park motorcycles, trailers, recreational vehicles, campers, snowmobiles and/or water craft and vessels on the driveways or on the private streets occasionally for short periods of time for the purpose of loading, unloading and/or other purposes as required. With the pre-approval of a Board member, occasional overnight parking of such vehicles on the driveway or the private streets of the community is permitted.

Further, a guest of an Owner may park motorcycles, trailers, recreational vehicles, snowmobiles and/or water craft and vessels on the driveways or on the private streets for short periods of time and overnight when required, only with prior approval of a Board member. Occasional overnight guest parking of such vehicles may not exceed three times per 12-month period for any Owner.

This Rule will not affect any other provisions contained within our CC&Rs relating to automobiles and/or trucks.

## **LANDSCAPE MAINTENANCE**



## **MINIMUM STANDARD OF CARE LANDSCAPE MAINTENANCE REQUIREMENTS**

Article 8 of the CC&Rs details the maintenance of properties within Tierra Oaks Estates. Specifically, Section 8.2 (b) requires that each Owner must maintain the landscaping of his or her Lot in a neat and attractive condition, and also allows the Board of Directors to adopt specific Rules regarding the care of landscaping on Lots. Due to the nature of Section 8.2(b), the Board of Directors believes it is in the best interest of all Owners to develop a “minimum standard of care” regarding landscaping of improved properties. These standards will benefit all Owners in allowing the management of this requirement to be applied consistently to all Owners/Members.

1. Road shoulder, gutter and uncurbed areas: The area between the street edge and a frontbank and/or lawn area shall be covered with approved rock, gravel or other approved material that will control erosion and properly direct all street water runoff. These areas must be maintained regularly to include the removal of any debris (i.e., trash, leaves, weeds, etc.) for aesthetic purposes, as well as to assist in the flow of water to our storm drains. Replenishment of these materials is required periodically whenever the area is no longer “neat and attractive” or the material is no longer effective in properly handling the flow of rain water.
2. Bank Area: Bank areas that are low and integrated into the overall landscape plan are not a subject of this section. Steeper banks that by their very nature are a separate element of the landscape of the property are subject to this section.

Retaining walls and/or terracing will be encouraged both aesthetically and for erosion control. Periodic maintenance of these features is required to keep them structurally sound and aesthetically pleasing. Plantings should consist of appropriate ground covers and/or shrubs with appropriate irrigation. Plant spacing should be determined based upon the variety of plant; however, plants should be spaced to provide adequate coverage of the area. A minimum spacing of three feet is considered to be a reasonable guideline for plant spacing, other than ground cover which would require much closer spacing. Bank areas must be barked or appropriately covered to conceal irrigation hoses, etc. Plants and shrubs must be trimmed periodically to include removal and replacement of dead specimens, and the area weeded on a regular basis.

3. The standards provided for in these rules are implemented in an effort to reduce the risk of combustible vegetation fuels, which endangers the safety of persons and property by creating fire hazards. All Owner's shall maintain their Lot in such a manner so as to prevent them from becoming a fire hazard.

Lawns must be mowed on a regular basis, which is weekly during growing season and every 2 to 3 weeks while dormant; this requirement will achieve a "neat and attractive" appearance and must include the removal of fallen leaves and other landscape debris from the Lot. Lawns must be kept healthy; replacement may be required if fungus and/or weeds become prevalent (using the standard of a new lawn). Shrubs and trees must be pruned periodically as required to include removal and replacement of dead specimens. Weeding of the property must be done in conjunction with other regular maintenance. Replenishment of bark and/or other

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approved ground cover is required, as necessary, to standards specified for original construction (see, ARR Section 3.4). Areas of a Lot retained as "natural landscape" must be maintained along with the landscaped portion of the property on a regular basis to avoid an accumulation of weeds, grasses, fallen or dead trees, branches, debris, and vegetation fuels. Additionally, any fallen or dead trees and/or branches must be removed as part of the regular maintenance of a Lot. No Owner shall permit the accumulation of combustible vegetation fuels on their Lot.

**Due to extreme fire danger in Shasta County**, no earlier than May 15 and no later than June 15 of each year, all Lots shall be completely mowed and cleared of any dead or fallen trees, branches, debris, and combustible vegetation fuels.

All persons clearing any Lot or yard must have a **fully charged fire extinguisher** or garden hose and a shovel available while providing services. Dried grass and brush must be mowed to the base of all trees and removed from each Lot, excluding riparian areas. Any accumulation of cut grass, weeds, and vegetation fuels shall be removed. All streets and curbs must be cleared of cut grass and weed accumulation. Remove?

The Board, in its sole discretion, may require the removal of any fallen or dead trees or other vegetation fuels from any Lot. Failure to comply with this or any other section of these Rules and Regulations will result in action taken by the Association to ensure that the Owner brings the Lot into compliance.

Failure to comply with this or any other section of these Rules will result in action by the Association to ensure that the Owner brings the Lot into compliance, which may include fines and entry into the Lot. Pursuant to Section 6.8 of the CC&Rs, Owners will be assessed a fine of \$ 350 for lots that are not cleared in accordance with this section prior to June 16 of each year. In addition, if an Owner does not maintain their Lot in compliance with the Association's Governing Documents, the Association may hire a service provider to remove any and all weeds, grasses, fallen or dead trees, branches, debris, combustible vegetation fuels, and other materials from the Lot. Pursuant to Section 6.7 of the CC&Rs, the Association shall levy a Reimbursement Assessment to reimburse the Association for all costs incurred by the Association to bring the Owner's Lot into compliance. (See ARR Section 2.1)

4. Roads: The Association does not contract for regular street cleaning or similar maintenance. Members should remove any leaves or other debris that collects at the curb or directly in front of their property. This will aid in keeping our streets clean and debris-free flow of water to our storm drains. Additionally, members should not, nor should their landscape contractors, blow debris into the street or onto adjacent properties.

## **DUMPING RULE**

## RECITALS

A. In accordance with Section 4.4 of the Third Restated Declaration of Covenants, Conditions, and Restrictions for Tierra Oaks Estates (the "CC&Rs" or "Declaration"), owners, residents, tenants, and guests within Tierra Oaks Estates (the "Development") shall be prohibited from acts and uses of property resulting in nuisances:

No noxious, harmful, or offensive activities shall be conducted upon or within any part of the Development, nor shall anything be done thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to any Residents of the Development, or which shall in any way interfere with their use of the Common Area and facilities thereon or the use and enjoyment of their Lots or Residences.

B. In accordance with Section 4.11 of the Declaration, Owners must dispose of trash and waste in an appropriate manner:

Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:

4.11.1 Except as provided in Section 4.11.2, the containers shall be maintained upon each Lot and shall be completely screened or otherwise concealed from view from the Common Areas, including without limitation the private streets.

4.11.2 The Board may adopt Rules regulating trash disposal and the placement of containers for trash collection. Such Rules may include without limitation specific periods of time during which containers may be placed for collection and specifications concerning the types of containers which may be used. Unless the Board adopts a Rule providing otherwise, containers may not be placed for collection earlier than one (1) hour before sunset on the day before collection and must be stored consistent with Section 4.11.1 by not later than 8:00 p.m. on the day of collection.

4.11.3 No Owner shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Lot outside of the Residence or elsewhere in the Development, except in such containers.

C. In accordance with Section 4.12 of the Declaration, Owners shall not store building materials, except for construction approved by the architecture approval provisions of the Declaration, on their Lot or within the Development.

D. In accordance with Section 8.2.2 of the Declaration, Owners must properly maintain the landscaping of their Lot in a neat and attractive condition:

Each Owner shall maintain the landscaping on his or her Lot in a neat and attractive condition. The grass on each Lot shall be mowed on a regular basis. No weeds, underbrush or any other unsightly growth shall be permitted to grow or remain on any Lot. No refuse pile or unsightly object shall be permitted on any Lot. Roadside shoulders shall be maintained with an adequate level of rock or gravel as determined by the Board. The Board

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is specifically empowered to adopt Rules regarding the care of landscaping on Lots including without limitation Rules governing the maximum height of grass, bushes, and other landscaping elements.

E. In accordance with Section 8.1.1 of the Third Restated Bylaws of Tierra Oaks Estates Homeowners Association (the "Bylaws"), the Association has the power to adopt Rules governing the management and use of the Common Area, "the personal conduct of Members and their tenants and guests within the Development, and any other matter which is within the jurisdiction of the Association."

F. The terms defined in the Declaration have the same meaning when used herein unless the context clearly indicates a contrary intention. The Board adopted this Dumping Rule (the "Rule" or "Rules") in accordance with the relevant provisions of the Declaration, Bylaws, and the California Civil Code.

G. The Board has determined that the dumping or storage of waste, including without limitation, landscaping maintenance vegetation, tree clippings, and storage of similar materials is in conflict with the terms of the Declaration as this conduct produces a noxious and/or seriously offensive interference with Residents' right to quiet enjoyment of their Lots and the Common Area, violates the maintenance and use restrictions of the Declaration, and presents an unreasonable increase in the risk of fire within the Development.

H. The Board has determined that the dumping or storage of waste, landscaping maintenance vegetation, and other storage of materials increases fire risk in conflict with the terms of the Declaration and shall be prohibited on all portions of the Development and other areas unless completely compliant with the terms and conditions of this Rule.

## **RULE**

### **1. Dumping Rule.**

A. Dumping Prohibited in Common Areas. No Owner, Resident, tenant, or guest shall be permitted to dump, store, or otherwise abandon any property or material, including without limitation any waste or other material removed from landscaping as part of landscaping maintenance on any portion of the Common Area.

B. Dumping Prohibited on Lots. No Owner, Resident, tenant, or guest shall be permitted to dump, store, or otherwise abandon any waste or other material, including without limitation any material removed as part of landscaping maintenance on any Lot within the Development.

C. Dumping Prohibited on Adjacent Properties. No Owner, Resident, tenant, or guest shall be permitted to dump, store, or otherwise abandon any waste or other material, including without limitation any material removed as part of landscaping maintenance on any Lot within the Development or on any lot adjacent to the Development. If a person is identified dumping waste or other material on any lot adjacent to the Development, the Association will report the person to appropriate authorities.

D. Materials Increasing Fire Risk. No Owner, Resident, tenant, or guest shall be permitted to allow an accumulation of any material on their Lot that is not part of the approved

Improvements or landscaping of the Owner's Lot or actively used personal property that poses an increased fire risk without prior written approval of the Board.

**2. Acceptable Disposal of Waste.** Owners, Residents, tenants, or guests shall be permitted to dispose of waste, garbage, or personal property that poses an increased fire risk in their appropriate waste receptacle and in compliance with all local ordinances and the Association's Governing Documents regulating the disposal of waste in the receptacles.

**3. Definition of Property that Pose an Increased Fire Risk.** The term "property that poses an increased fire risk" broadly covers materials capable of combustion. This term is not intended to include Improvements installed in compliance with the Declaration. Examples of this term include, but are not limited to: (a) grass clippings, (b) dead vegetation, (c) wood piles, (d) landscaping waste, (e) tree cuttings, and (f) fuel tanks not currently connected to a cooking unit or working "fire pit." Fuel tanks may be properly stored inside an approved building or Residence and not violate this rule.

**4. Enforcement.** The Board of Directors retains the power, in its sole discretion and in compliance with enforcement mechanisms established in the Declaration and other Governing Documents, to use all powers delegated to it to enforce the provisions of these rule to the fullest extent allowed by law.

**5. Fines.** Violations of these Rules will result in disciplinary action by the Board. Owners will be assessed a fine of \$500 for the first violation, and \$1,000 for each subsequent violation.

## **DOCUMENT RETENTION POLICY**

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1. 1) DOCUMENTS TO BE RETAINED INDEFINITELY:
  - a) Minutes for both general and executive session Board meetings on or after January 1, 2007
  - b) Committee meeting minutes on or after January 1, 2007
  - c) Board resolutions
  - d) Individual lot architectural files
  - e) Subdivision maps and utility coverage maps
  - f) As-built, landscape, irrigation, maps, or other plans from the builder
  - g) Current CC&Rs, Bylaws, Articles, Architectural Rules and Regulations, Rules and Regulations
  - h) Prior CC&Rs, Bylaws, Articles, Architectural Rules and Regulations, Rules and Regulations
  - i) Litigation information (other than collections)
  - j) Legal opinions and other correspondence from the Association's legal counsel
  - k) Annexation documents
  - l) All insurance policies, including vendor certificates of insurance
  
1. 2) DOCUMENTS TO BE RETAINED FOR THREE YEARS: (CURRENT YEAR PLUS TWO PRIOR YEARS)
  - a) Election materials, excluding amendments to the governing documents or grant exclusive use common area (see 3(a) below)
  - b) Bids and proposals
  - c) Invoices, receipts and cancelled checks for payment made by the Association
  - d) Purchase orders approved by the Association
  - e) Credit card statements issued in the name of the Association
  - f) Statements for services rendered
  - g) Reimbursement requests submitted to the Association (redaction of personal information is the requestor's responsibility)
  - h) Newsletters and website data
  - i) Agendas, management reports and (non-litigation, non-legal) correspondence files including e-mails
  - j) Civil Code Sections 5300 and 5310 annual disclosure packets
  - k) Property transaction (escrow) information
  
1. 3) DOCUMENTS TO BE RETAINED FOR FIVE YEARS:
  - a) Election materials to amend the governing documents or grant exclusive use common area to individual members (statute of limitation for breach of CC&Rs)
  - b) Violation/hearing correspondence
  
1. 4) DOCUMENTS TO BE RETAINED FOR SEVEN YEARS:
  - a. Financial statements (including bank statements, cancelled checks and general ledger)



- b. Tax returns, audits, and other tax related documents
- c. Budgets
- d. Reserve studies
- e. Executed non-construction contracts and written board approvals of vendor or contractor proposals (to allow 4-year breach of contract argument to run from date of discovery)
- f. Board packets (includes agendas, management reports and correspondence) as reference material sources
- g. All delinquency correspondence, including open files for payment plans or other agreements with closed files

1. 5) DOCUMENTS TO BE RETAINED AS NOTED BELOW:

- a) Any warranty information on association-maintained structures, facilities, appliances, equipment, etc. until four years after the warranty expires
- b) Post-construction defect files, including punch lists for completed reconstruction areas for ten years after defects have been corrected
- c) Executed construction contracts and written board approvals of vendor or contractor proposals for ten years after the expiration of the contract term

**CERTIFICATE OF SECRETARY**

The undersigned declares that s/he is the duly appointed Secretary of the Tierra Oaks Estates Homeowners Association and that the foregoing Rules and Regulations were duly approved by at least a majority of the Board at its meeting held on February 27, 2018, and that said Rules and Regulations as set forth herein remain in full force and effect.

Dated: \_\_\_\_\_, 2018

    //S//      
Ron Manuel, Secretary