

Resolution #2005-01, Amended January 27, 2018

RESOLUTION OF THE BOARD OF DIRECTORS OF GRIZZLY RANCH ASSOCIATION

The Grizzly Ranch Association Rules and Regulations with Fine Schedule

At a duly noticed and conducted meeting of the Board of Directors of Grizzly Ranch Association ("the Association"), held on the 18th day of February 2005, at which a quorum was present, this Resolution was originally adopted. Subsequent events, including additional rules & regulations covering the Outpost Green, the adoption of Grizzly Ranch Hazardous Fuel Treatment Standards, and the desire to update the dollar level of fines from their original 2005 levels, have necessitated a modification to the original Resolution. Consequently, at a duly noticed and conducted meeting of the Board of Directors of the Association, held on the January 27, 2018, at which a quorum was present, this Resolution was amended.

Whereas, the Grizzly Ranch Association Board of Directors may adopt rules and regulations as it deems proper for the use and occupancy of the Grizzly Ranch development. A copy of the rules and regulations will be mailed to all members and will be fully enforceable as of January 28, 2018.

Whereas, the Grizzly Ranch Association Board of Directors intends this policy to be applicable to all property members of the Association.

Whereas, **Article VIII, Use of Property and Restrictions**, allows the following amended **Rules and Regulations**:

Now, therefore be it resolved that the following amended Rules and Regulations with Fine Schedule for the Grizzly Ranch Association as established be amended.

Guidelines and Procedures

1. **Violations:** of the Association's CC&Rs and other governing documents may be reported by a member, as a complaint, or established by management or the Board of Directors upon inspection of the property.
2. **Complaints:** A Complaint from a member must be in writing and sent to the management office by regular mail or email. A member complaint will be followed up by a visual inspection.
3. **Inspections:** Management and a Board representative will conduct periodic property inspections.
4. **California Civil Code 5950:**
 - (a) If an Association adopts or has adopted a policy imposing any monetary penalty, including any fee on any association member for a violation of the governing documents or rules of the association, including any monetary penalty relating to the activities of a

guest or invitee of a member, the board of directors shall adopt and distribute to each member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for those violations, which shall be in accordance with authorization for member discipline contained in the governing documents. The board of directors shall not be required to distribute any additional schedules of monetary penalties unless there are changes from the schedule that was adopted and distributed to the member pursuant to the subdivision.

California Civil Code 5950:

When the board of directors is to meet to consider or impose discipline upon a member, the board shall notify the member in writing, either by personal delivery or first-class mail, at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time and place of the meeting, the natures of the alleged violation for which the member may be disciplined, and a statement that the member has a right to attend and may address the board at the meeting. The board of directors of the association shall meet in executive session if requested by the member being disciplined. If the board imposes discipline on a member, the board shall provide the member a written notice of the disciplinary action, either by personal delivery or first-class mail, within 15 days following the action. A disciplinary action shall not be effective against a member unless the board fulfills the requirements of the subdivision.

5. Courtesy Notification: will be sent advising the member of violations of the governing documents. Members will be requested to respond within 10 days of the date of the Courtesy Notice of correctible action to be taken as outlined in the letter.

The Association will maintain a general record of each violation of the governing documents, other than a failure to pay assessments, for which the Board has imposed a fine or other sanction as provided in California Civil Code.

Fines: Fines are set forth herein.

Article VII. Section 8.01, Use of Homesites

- (a) All Homesites within Grizzly Ranch shall be restricted to Single Family Residential Use.
- (b) All residential and related structures shall conform to the minimum construction standards set forth in Article VI.
- (c) Declarant shall be entitled to use Homesites as models, sales offices or construction headquarters for the purpose of marketing, until all Homesites owned by Declarant are sold.
- (d) No Homesite within the Development shall be leased, subleased, occupied, rented, let, sublet, or used for a time-share project, as defined in the California Business & Professions Code without the expressed prior written consent of Association's Board of Directors.
- (e) All Homesites and residential structures shall at all times be maintained in such a manner as to prevent their becoming unsightly.

- (f) The vegetation and landscaping on any Homesite shall be planted or maintained in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and cause proper diversion of water into street and natural drainage channels. All Homesites, including those with residences, are required to comply with the Grizzly Ranch Hazardous Fuel Treatment Standards.
- (g) No camping and no temporary structures shall be permitted on any Homesite.
- (h) No existing trees which are part of the naturally occurring forest with a diameter greater than 5 inches, measured four feet above grade, shall be destroyed, uprooted, cut down or removed from any Homesite without prior approval of the Design Review Board.

Article VIII Section 8.02, Common Areas

The common areas shall be preserved as open space.

Article VIII Section 8.03, Prohibition of Noxious Activities

No illegal, noxious or offensive activities shall be carried out or conducted. No member shall permit noise, including, but not limited to barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools which would reasonably disrupt any neighboring member.

Article VIII Section 8.04, Temporary Structures

No trailer, mobile home, camper, tent, shack, garage, or other outbuilding shall be allowed, either temporarily or permanently.

Article VIII Section 8.05 Household Pets

- (a) Up to three common household pets may be kept as long as not for commercial purposes. No other animals, livestock, or poultry shall be allowed.
- (b) Dogs shall only be allowed on the Common Areas when they are leashed and otherwise under the supervision and restraint of their members.
- (c) No household pet shall be left chained or otherwise tethered in front of a Homesite or Common Area.
- (d) Each person bringing or keeping a pet to the property shall be solely responsible for the conduct of the owner's pet.
- (e) No pet will be allowed to interfere with the quiet and peaceful enjoyment of other members and residents within the community.

Article VIII Section 8.06, Sign Restrictions

No sign of any kind shall be displayed unless such sign complies with the Real Estate Signage Program or has been specifically reviewed and approved by the Design Review Board.

Article VII Section 8.07, Business Activities

No business or commercial activity of any kind shall be conducted in any garage or out building without the approval of the Board.

Article VIII Section 8.08, Garbage

No rubbish, trash, or garbage shall be allowed to accumulate on Homesites. Any trash outside the interior walls of a residence shall be stored entirely within appropriately covered, bear-proof disposal containers and facilities which shall be located in the residence or garage or at some other location on the resident's Homesite that is screened from view from any street, neighboring Homesites or Common Areas.

Article VIII Section 8.09, Storage

Storage of personal property on any Homesite shall be entirely within enclosed storage areas. No woodpiles or other personal property shall be accumulated on top, or outside of any enclosed storage area.

Article VIII Section 8.11, Burning

No exterior fires whatsoever, except barbecue fires located only upon Homesites and contained within receptacles designed for such purpose, and propane or natural gas fed fire pits contained within receptacles designed for such purpose and whose fire beds consist of non-combustible materials, e.g., lava rocks, artificial logs which preclude the possibility of any hot ember or material escape, are allowed. Open fires of wood or other organic materials are strictly prohibited. No member, without permission shall permit trash pile, or weeds, which create a fire hazard or are in violation of local fire regulations, to accumulate.

Article VIII Section 8.12, Sports Apparatus

The erection of basketball standards or fixed sports apparatus is prohibited, EXCEPT:
A single basketball Standard affixed to the structure of a dwelling and located over or adjacent to the garage door(s) is permitted.
A free-standing standard located immediately adjacent to a house and located so a ball in normal play cannot strike a neighboring house or go into the street is permitted.
A basketball standard may not be located more than three (3) feet from the wall of a residence including an attached garage.
A basketball standard may be allowed along the outside or inside curve of a curved driveway provided it is set back from the street as far as the wall of the residence.
A basketball standard must be maintained in good condition and repair.
Any portable basketball standard must be stored out of sight of the street or neighboring houses except when it is being used or played.

Article VIII Section 8.13, Machinery and Equipment

No power tools, machinery or equipment of any kind shall be in place, operated or maintained upon any Homesite, except in connection with maintenance or repair.

Article VIII Section 8.14, Disease and Pests

No owner shall permit any condition to exist which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

Article VIII Section 8.15, Vehicle and Parking Restrictions: Garage Sales

- (a) Trucks, Trailers, Recreational Vehicle, Campers and Boats. No motor classified by manufacturer rating as exceeding one ton, recreational vehicle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or similar equipment or vehicle may be parked, maintained, constructed, re-constructed or repaired on any Homesite or any street so as to be visible from a neighboring property. However, this prohibition shall not apply to pickup trucks of one ton or less with camper shells not exceeding seven feet in height from ground level and mini-motor homes and or passenger vans not exceeding eight feet in height and eighteen feet in length that are used on a regular and recurring basis for basic transportation. This provision shall not apply to cleaning, loading, or unloading and short-term parking (not to exceed 48 consecutive hours) or a cumulative period not to exceed one-hundred and twenty (120) days in any calendar year. **No vehicle will be used for overnight occupancy within the community.**
- (b) Motor Vehicle Maintenance/Inoperable Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be maintained, constructed, re-constructed or repaired upon any Homesite, street or Common Area. No inoperable vehicle may be stored or parked on any Homesite, or street, so as to be visible from neighboring properties.
- (c) Parking. On street, overnight parking is prohibited. Vehicles shall be kept in garages, on driveways or in other designated parking areas.
- (d) Restrictions Relating to Golf Carts and Use of Cart Paths and Fairways
- (i) Authorized Golf Carts. Only golf carts permitted are ones that are either owned by the owner or operator of the Golf Course or cars purchased which are approved for use by the members of the Golf Course, following the same siding, quality and appearance.
- (ii) Restrictions on Use of Cart Paths for Other Recreational Purposes. Golf cart paths shall not be used for any activity unrelated to the game of golf, such as jogging or bicycling without authorized by the owner of the Golf Course. The Golf Course owner may, at its discretion, allow seasonal cross country skiing.
- (iii) Garage Sales. Garage sales shall not be permitted.

Article VIII Section 8.16, Use of Private Streets in Common Area

- (a) Private streets shall not be used for recreational purposes, including “joyriding” or racing. Motorcycles, mopeds and cars shall be allowed for ingress and egress only.
- (b) In order to prevent accelerated deterioration of the private roadways, the Association Board shall be entitled to collect deposits in connection with construction projects. Such deposits can be designated as nonrefundable and be applied to correct or repair specific damage caused by construction.
- (c) All provisions of the California Vehicle Code must be honored at all times.
- (d) The Association shall have the right to control the use of roads within the community.

Article VIII Section 8.17, Activities Affecting Insurance

Nothing shall be done or kept on any Homesite or within the Common Area which will increase the rate of insurance.

Article VIII Section 8.18, Restrictions on Further Subdivisions and Severability

No Homesite shall be further subdivided.

Article VIII Section 8.19, Enforcement of Property Use Restrictions

The objective of this Declaration shall be to promote and seek voluntary compliance by members and tenants.

Except as further re-fined, any owner violation of the aforementioned Article VIII Section 8 provisions and restrictions shall be subject to the following Fine Schedule:

First Violation, Courtesy Letter	No Fine
Second Violation of the same rule	up to \$200
Third, and each subsequent violation of the same rule	up to \$1,000

In accordance with the requirements of Article VII Section 7.02, Article VIII Section 8.01(f), and Grizzly Ranch Association Hazardous Fuel Treatment Standards, should a member not comply with corrective actions formally requested by the Grizzly Ranch Firewise Committee, the following fine schedule shall apply:

Notice of Violation of Level 4 (High), or Level 5 (Critical) fire hazard rating	No fine
Failure to make timely corrective actions pursuant to the above Notice of Violation, (and each subsequent Notice of an uncured Violation)	up to \$1,000
Failure to make timely corrective actions pursuant to a Firewise Committee Notice to remove dead or diseased trees (and each subsequent Notice of an uncured Violation)	up to \$500

To help ensure that uncorrected conditions, which have given rise to level 4 (High) and Level 5 (Critical) Notified violations or removal of dead or diseased trees, aren't passed on to an unsuspecting Buyer of a property, the HOA will make every effort to disclose such uncorrected conditions, as well as all uncollected fines accumulating pursuant to such violations, to the Escrow agency administering a purchase transaction for the property, upon written request. Any error or omission of such disclosure by the HOA however, shall not relieve a Seller from their legal obligation to make all required disclosures to their Buyer.

Resolution 2008.001, Pool, Outpost and Outpost Green Rules & Regulations, as Amended.

Any homeowner violation of these rules and regulations shall be subject to the following fine schedule:

First Violation, Courtesy Letter	No fine
Second Violation of same rule	up to \$75 (and, at the discretion of the Board, amenity use privileges suspended)
Third, and subsequent violations of same rule	up to \$500 (and, at the discretion of the Board, amenity use privileges suspended)

Members' Obligations

Violations of the Member, Member's spouse or partner, Member's children or grandchildren, Member's guests, or Member's renters of either the Homesite Use restrictions of Article VIII Section 8 of this Amended Resolution, or the Amended Resolution 2008.001 (Pool, Outpost and Outpost Green Rules & Regulations), shall all be treated as a Member rule violation, and the Member shall be liable for payment of any resulting fines.

All the above fines are intended to encourage the Member to work with the HOA to quickly resolve whatever violation is committed. Any notified first violation which is not cured in the timeframe specified in the Notice, shall immediately become a second violation (and so forth). Any repeated violation of the same rule previously noticed and cured, shall become a second violation (and so forth). The Board in its sole discretion may elect to refrain or delay from issuing subsequent violation notices depending on the circumstances of a particular situation.

All of the above fines are in addition to the Member's cost to perform necessary corrective actions, repair or replace damaged HOA property resulting from the Member violation, or other HOA assessments which the HOA may impose as a result of the Member's refusal to take corrective action, including the cost having a third party perform the corrective action, and any legal and administrative costs incurred by the HOA in either enforcing a Member's corrective action, or arranging for the corrective action to be performed by others due to a Member's refusal to take the required corrective action themselves.

IIN WITNESS WHEREOF, the said Board of Directors has caused this Amended Resolution and Policy to be signed by its President and Secretary, this 27th day of January 2018 and direct it's distribution to all Members.

GRIZZLY RANCH ASSOCIATION

BY: _____
Board President

By: _____
Secretary