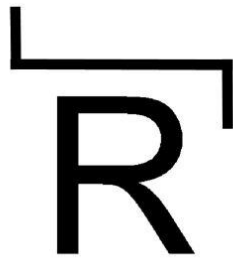


RIGHETTI

San Luis Obispo



RIGHETTI RANCH COMMUNITY HANDBOOK

Professionally Managed By

The Management Trust

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| The Management Trust

RIGHETTI RANCH COMMUNITY HANDBOOK

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RIGHETTI RANCH MAINTENANCE CORPORATION

Dear Homeowners:

Welcome to Righetti Ranch. We are thrilled you have chosen Righetti Ranch as your new home. Righetti is not merely a master planned development sharing common property, but rather a collection of Homeowners that share common values and a certain quality of life. By working together, becoming actively involved and supporting your association, we will be able to create the vital and vibrant sense of community we all desire.

As a means of introduction, **The Management Trust (TMT)** has provided exceptional service to California Central Coast communities for over 25 years. We are one of a select few management firms to receive the Certified Management Firm designation from the California Association of Community Managers (CACM). The Management Trust is pleased to be the managing agent for your community. As directed by the Board of Directors, The Management Trust's role is to ***manage the operations of the Association***. TMT will also advise in the Association's long-term financial planning and will assist the Association in complying with state and federal laws. Further, TMT will be the information and communication hub for all of the community's functions and activities. **For any questions relating to the Association please contact TMT's San Luis Obispo office at 805.544.9093.**

Having a decisive plan in place is the first step towards making sure that common goals will be met. The Community's Governing Documents, known more specifically as **Covenants, Conditions, and Restrictions (CC&R's or Declaration), the Bylaws, Articles of Incorporation, Operating Rules and Architectural Guidelines** act as the Community's charter, or Constitution, providing a general framework for the protections and continuance of the Community and its common elements.

Please take a moment to familiarize yourself with the Governing Documents that were provided to you when you purchased your new home. Understanding the Community's CC&R's and responsibilities will greatly enhance your experience as a Member of the Community.

Also, The Management Trust is pleased to offer automatic checking withdraw for your monthly assessment. If you are interested in this value-added service, please fill out the **ACH form** included in your Welcome Packet and return it to The Management Trust at your earliest convenience. Please contact TMT at 805.544.9093 or email Member.InfoForms@managementtrust.com to request a replacement ACH form, Consent to Electronic Communications, Member Information Form, and any forms included in this Handbook.

Again, welcome to the Neighborhood!

Sincerely,

Righetti Ranch Maintenance Corporation

Frequently Asked Questions for Righetti Ranch Maintenance Corporation

The following are provided as a summary for quick reference but should not be considered the legal definitions. Please refer to the CC&R's, Bylaws, Articles of Incorporation and Rules and Regulations for complete information.

1. How do I pay my assessments?

You will be receiving a Welcome Packet from the Association within a month of your close of escrow. This will have information regarding where to submit payments and how to log on to our web portal to view your account. An ACH (Automatic Check Handling) form, to sign up for automatic debiting from your checking or savings account for assessment payments, will be included in the Welcome Packet. You will be receiving either monthly statements (due to the changes in assessments as new homes become a part of the association) or a coupon book to include with your assessment payments if you do not sign up for ACH.

2. What is the Righetti Ranch Maintenance Corporation?

Righetti Ranch Maintenance Corporation (Association) is a nonprofit mutual benefit corporation. When you purchase a home at Righetti Ranch, you automatically become a Member of the Association. Being a Member of Righetti Ranch Maintenance Corporation benefits the Members by providing maintenance and architectural standards for all Unit/Lots and to provide maintenance for community maintenance areas, all of which are intended to protect and enhance the value of your home in the Community.

3. What do I own and what am I responsible for?

Each Owner owns a Unit/Lot in the Community. In general, the Owner is responsible for all maintenance of the elements of the unit unless you are a condominium and the governing documents specify other maintenance responsibilities. Owners are responsible for the sewer laterals servicing their property on their lot if on a private street, and to the connection with the sewer line if the lot is on a public street. Fences or walls that are between homes shall be considered a party fence with both Owners being responsible for the structural integrity of the fence and the exterior portion facing your unit. All pipes, utilities and wires servicing your individual Residence are your responsibility no matter where located. While the Master Association is the Owner and responsible party for the combined mailbox structure, each Owner is responsible for the individual doors, locking mechanism and the keys. Should you lose your keys, or there is damage to your lock or door, it will be your responsibility to contact a vendor to resolve the issue.

4. What items are the maintenance responsibilities of the Association?

The Association is responsible for the maintenance and repair of the walkways, sidewalks, Community walls, all privately maintained streets and alleys, and other means of ingress and egress, the maintenance of all landscaping located on the Common Property, and all community amenities.

5. What are Covenants, Conditions and Restrictions (CC&R's)?

The Declaration of the Covenants, Conditions and Restrictions, or CC&R's, contains the ground rules for the operation of Righetti Ranch Maintenance Corporation. This Governing Document identifies the Association's common area and maintenance responsibilities, explains the obligation of the Association to collect assessments, as well as the obligation of the Owners to pay assessments. It also grants the Association the authority to enforce provisions of the CC&R's, and explains what happens if there is any destruction of property in the development as a result of fire or earthquake. The CC&R's will also state the

duties and obligations of the Association to its Members, insurance requirements, and Architectural control issues. The CC&R's also state owner maintenance responsibilities and the rights of owners. The Community Handbook contains some of the provisions of the CC&R's, but not all.

6. What are Bylaws?

Bylaws state how the Association is to be governed, while the CC&R's generally state how the Association is to be operated. Bylaws set forth how Members vote for the Board of Directors, quorum requirements for Board and Member meetings, the term of Directors, duties of the Board, the duties of the officers, hearing and discipline procedures, and other governance requirements and restrictions.

7. What is the Board of Directors and how are its members elected?

The Board of Directors governs the Association. Its members are elected yearly in accordance with the terms mandated in the Governing Documents of the Association. The Governing Documents also determine the number of Directors. Directors are elected by the Members of the Association. Normally, each Unit has one vote no matter how many people own it, with the notable exception that the Developer may, for a time, have up to three (3) votes for each unit he/she owns, and/or the right to appoint Board members. Initially, the Association will be governed by three (3) Directors, two of which will be appointed by the Developer (the Declarant). Those appointed by the Developer will serve three (3) year terms, while the third Director will serve a two (2) year term.

8. How can you serve on the Righetti Ranch Maintenance Corporation's Board of Directors?

There are two (2) ways to become a member of the Board of Directors. You can place your name on the election ballot so other Members of the Association will have an opportunity to vote for you in the next election or you can ask the Board of Directors to consider appointing you to any interim vacancy on the Board. Look for information sent to you by the Association with information on how to nominate yourself for upcoming Board elections.

9. What are the responsibilities of the Board of Directors?

The board of Directors are responsible to manage and operate the Association. Board members must act in good faith on behalf of all the Homeowners and exercise reasonable care. The Board has the responsibility to collect the Association's assessments, pay its bills, operate the Association efficiently, maintain the common areas, and address violations of the rules of the Association. For example, the Board is responsible for reviewing the Association's bank statements, preparing a budget, and distributing the budget (or budget summary) to the Members prior to the beginning of the Association's fiscal year.

There are numerous other items that the Board is responsible for and are set forth in the Association's CC&R's, Bylaws, the Corporations Code, and the Davis-Stirling Common Interest Development Act (California Civil Code Sections 4000 through 6150). Even if the Board of Directors opts to contract with a professional management company to run the day-to-day affairs of the Association, the Board of Directors is still ultimately responsible for management of Righetti Ranch Maintenance Corporation.

10. How is the amount of the monthly assessment determined?

Initially, the monthly assessment is determined by a budget(s) that is approved by the California Department of Real Estate. Initially the community will be using the budgets approved by the Department of Real Estate which sets the expenses and assessments for each phase until the Community is complete. Thereafter, the Board of Directors will cause a budget to be developed that estimates the amounts necessary for the daily operation and long-term reserves for maintenance and replacement of the Association. Once the annual amount is determined, then it is collected from the Members in order for the Association to operate. Each Member's assessment is usually collected monthly, in 12 equal installments,

but could be collected at different intervals. The CC&R's will normally indicate the frequency of assessment collections.

11. Who can raise the amount of the assessment?

The Board of Directors can increase the amount of the assessment by following certain procedures mandated by California Civil Code. The Board of Directors may not increase the regular assessment more than twenty percent (20%) per year without the approval of the Owners. The Board must circulate a budget to the Membership no less than thirty (30) days but no more than ninety (90) days prior to the beginning of the fiscal year. If the budget indicates that an assessment increases greater than twenty percent (20%) is necessary, a majority of the Members of the Association must approve the assessment. There are also provisions for a Board to increase an assessment more than twenty percent (20%) without Member approval in cases of emergency such as an extraordinary expense required by order of a court, or for repairs to the common area. Until Righetti Ranch is completed, your assessment may fluctuate as a function of the approved Bureau of Real Estate budgets for each phase.

12. What happens if you do not pay your assessments?

The law is specific in California regarding the due date of assessments and the overall process that a Maintenance Corporation must follow regarding delinquent assessments. The Law states that if an assessment is not paid within fifteen (15) days of the due date, a delinquency occurs. At this point, the Association can add a charge to your assessment in the form of a late fee in the amount of \$10.00 or ten percent (10%) of the monthly assessment amount, whichever is greater, unless the CC&R's specify a lesser amount. Again, the Law covering this area is quite clear and the Board must follow these procedures. Once a year, the Association will send each Owner a copy of the Assessment Collection Policy, detailing the amount of the late fees, interest, and penalties.

If you still fail to pay your assessments, the matter may be referred to an attorney or foreclosure service. The Association has the right to lien your property for the amounts owed as well as other costs such as attorney's fees.

As you can see, it is imperative that all Owners pay their assessments in a timely manner. Failure by several Owners to pay their assessment obligation could place the Association in financial jeopardy.

13. Can you make improvements to your Unit?

Yes, you can make improvements to your Unit as long as you have submitted and received approval from the Association and those improvements are in compliance with the Rules contained herein and in the CC&R's. You can make interior changes that are not visible from the exterior without submitting for approval so long as all Use Restrictions and Rules are complied with.

14. Who do you contact if you are having problems with or questions regarding the Association's Rules or Guidelines, neighbor issues, assessments payments or other questions pertaining to the Association, its Members or common areas?

The first place to look for answers to your questions is the CC&R's or the Policies and Rules contained in this Community Handbook. If you don't find answers to your questions, you should then contact The Management Trust and they may be able to provide assistance. Please be aware that questions or concerns with the initial construction or interior of your home should be reported directly to the Customer Service Center of the builder of your Unit/Lot.

When there is a dispute between neighbors, sometimes it is best resolved between those Owners. Where a dispute involves payment of assessments or an infraction of the Association Rules or CC&R's, it would be appropriate to contact the Board of Directors and/or the Management Company.

15. What is a Management Company and what does it do?

The Management Company is a separate business enterprise hired to act as the agent of the Association. As an agent for the Association, they take their direction specifically from the Association's Board of Directors. Typical contractual responsibilities of the managing agent include a variety of services to the Association, such as collecting assessments, paying the Association's bills, taking direction from the Board of Directors for enforcement of rules infractions, and obtaining proposals for required maintenance and services. Other duties include coordinating the budget process; preparing meeting agendas; distributing and filing minutes for the Board of Directors; regular site inspections; filing required reports to the State of California; provide financial information for the preparation of Association tax returns; and writing compliance letters on behalf of the Board.

RIGHETTI RANCH MAINTENANCE CORPORATION

Community Rules and Regulations

Introduction

Righetti Ranch is a Community where the welfare of one resident is closely related to the welfare of all. A deep sense of pride is being developed; pride in your new home and pride in working together as a community. There is an awareness that Rules and Regulations are for mutual good.

Pursuant to CC&R's 4.2.9, the Community Rules and Regulations have been adopted by the Board of Directors and are binding upon all Owners, tenants, lessees, and other residents as applicable. They are also binding on guests of Owners and other residents. Please keep in mind that you are also subject to all the Governing Documents, including CC&R's and Bylaws for Righetti Ranch Maintenance Corporation.

It is the Owners' responsibility to inform their tenants, guests and invitees of these rules and regulations. Violations of these rules and regulations by tenants, guests or invitees will ultimately be assessed against the owner of the unit. Owners should ensure a copy of this booklet is given to all tenants.

These Community Rules are not intended to replace the Declaration of Covenants, Conditions and Restrictions of Righetti Ranch. The CC&R's will take precedence in the event of any real or apparent contradiction between this document and the CC&R's. There may be some items in the CC&R's that are not reflected in this document.

Community Rules and Regulations

1. Use Restrictions (CC&R's Article 2)

- 1.1 All residences shall be used for single family residential purposes only except as allowed by the Governing Documents.
- 1.2 Business and Commercial Activity is regulated and restricted. Please refer to Section 2.9 of CC&R's.
- 1.3 Nothing shall be done or kept within a home or on the property that might increase the rate of the Association's insurance or that violates any local or state law.
- 1.4 Nothing in the Master Declaration shall be deemed to prevent an Owner from leasing or renting its Separate Interest for residential occupancy by a single Family, provided that:
 - 1.4.1 The terms of possession and occupancy are set out in a written lease or rental agreement.
 - 1.4.2 The lease or rental agreement is expressly made subject to the Master Declaration and the other Governing Documents of the Community.
 - 1.4.3 The lease or rental agreement shall be for a term of not less than thirty (30) days.
 - 1.4.4 The lessor or landlord shall not provide any services normally associated with transient occupancy (including hotel, inn, bed & breakfast, vacation rental, time-share or similar

temporary lodging), such as providing meals, daily or weekly cleaning service or furnishing linens, cooking utensils or other household items.

- 1.4.5 The lease or rental agreement shall provide that all lessees, tenants, and their Families, contractors, agents, residents, and invitees are bound by the Governing Documents when present in the Community, and any violation of the Governing Documents by a lessee, tenant or their Families, contractors, agents, residents, and invitees also constitutes a default under the lease or rental agreement.
- 1.4.6 The lessor/landlord Owner shall assign its rights to use the private Master Common Area amenities (if any) during the term of the lease or rental agreement to the lessee or tenant, and may not retain a concurrent right to use any Master Common Area other than a right of access, ingress and egress through the Private Streets and any other areas of the Master Common Area which are open for public access and use.
- 1.4.7 The Owner of the leased or rented Separate Interest shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenants, other occupants of the Separate Interest, and their Families, contractors, agents, residents, and invitees, and the lessor/landlord Owner shall indemnify, defend and hold harmless the Master Association and other Owners from any liability arising from any such acts or omissions.
- 1.4.8 Annual Assessments remain the responsibility of the lessor/landlord Owner during the term of any lease or rental agreement.
- 1.4.9 A copy of the Master Declaration, the applicable Supplemental Master Declaration(s) and any Rules and Regulations affecting the Community shall be made available to each lessee/tenant by the lessor/landlord Owner.
- 1.4.10 Owners shall notify Management of the names of lessee/tenant or a contract purchaser of Owner's residence. Owner shall also notify Management of names and relationships to Owner of all persons to whom Owner has delegated any rights of use and enjoyment in the Development.
- 1.5 All riparian and wetland areas are protected areas. There shall be no passive use (which includes, but is not limited to, walking, hiking, and bike riding) or non-passive use (which includes, but is not limited to, the use of motorized vehicles and drones) in these areas. Any observation and viewing of these areas shall be done from established walking/riding trails only.
- 1.6 No temporary or permanent tent, shed, trailer, mobile home, storage building, shipping or storage container or similar movable building or shelter may be placed on an Owner's lot without prior approval from the Design Review Committee.
- 1.7 No automobile, trailer, mobile home, or recreational vehicle may be used as a dwelling in any portion of the Community, either temporarily or permanently.

2. General Conduct (CC&R's 2.10)

- 2.1 No noxious or nuisance activities including offensive or disruptive actions or noise or unsafe activities, or activities that in any way interfere with the quiet enjoyment of occupants of other homes, shall be carried on, in, or upon any lot/unit or anywhere within the Development.
- 2.2 No excessive levels of noise (chronic daily barking) from barking dog, parties, music, horns, whistles, speakers, noisy equipment, vehicles or other sound devices shall be placed or used in any residence or anywhere on the property.
- 2.3 There shall be no noxious odors, smoky vehicles or the use of large power equipment or power tools shall be located, used or placed on any portion of the Property. (exclusions: lawn mowers or other customary landscaping equipment and tools when used in conjunction with repair/maintenance and authorized improvements).
- 2.4 No hazardous materials or substances shall be stored or permitted upon any portion of the Community including in or on a private residence.
- 2.5 Outdoor fires, except barbeque grills, fire pits and outdoor fireplaces designed and used consistent with fire regulations and in such a way that does not create a fire hazard.
- 2.6 The Common Area shall be used only for the intended purposes and no bicycles, scooters, baby carriages or similar vehicles, toys or other articles belonging to Owners or occupants of residences shall be kept on the Common Area. All streets, driveways, sidewalks, entries, and passages outside of lots/units shall remain unobstructed and shall not be used for any purpose other than entering or leaving the residence.
- 2.7 The display and discharge of firearms or fireworks on the Common Area or individual Owner's residence is strictly prohibited; provided that the display of lawful firearms on the Common Property is permitted by law enforcement and also is permitted for limited purpose of transporting lawful firearms across the Common Area to or from the Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types.

3. Signs, Flags and Holiday Decorations (CC&R's 2.11)

- 3.1 No commercial or advertising signs may be displayed in any portion of the Development by an Owner, which includes the Common Area, Association's Maintenance Areas (all landscaping not enclosed by a fence) or any portion of any residence, without prior permission of the Design Review Committee or the Board of Directors with the following exceptions:
 - 3.1.1 Signs for the Developer or Merchant Builder and/or their sales agents in connection with the development of the Master Community.
 - 3.1.2 Signs advertising an Owner's home for sale or lease may be displayed on an Owner's Unit under the following conditions:
 - a. One (1) "For Sale" or "For Rent" sign of customary size, not to exceed 18" x 30", that is located solely on an Owner's Residence;
 - b. Consists of a single panel with no additional signs affixed to it;
 - c. Sign does not adversely affect public and traffic safety;

- d. Sign is a color, style and location authorized by the DRC;
 - e. The DRC may adopt further restrictions or requirements consistent with the requirements of the local real estate board.
- 3.1.3 No more than one (1) sign of customary size (8"x10") disclosing that the residence is protected by a security system.
- 3.1.4 Each Residence may have one (1) nameplate or similar Owner name or address identification sign which complies with the rules of the applicable HOA and Design Guidelines.
- 3.2 Owners may install a noncommercial sign, poster, flag or banner on their unit/lot with the following conditions:
 - 3.2.1 Sign or poster may not be more than nine (9) square feet and a flag or banner may not be more than fifteen (15) square feet;
 - 3.2.2 Sign, poster, flag or banner may not be made of lights, roofing, siding, paving materials, flora, or balloons or any other type of building, landscape, or decorative material, or including the painting of architectural surfaces.
 - 3.2.3 Political signs are allowed to be placed on individual residences only, not in Common Area, provided they comply with all applicable City requirements and only during the thirty (30) days immediately prior to an election. All such signs must be removed the day following an election.
- 3.3 Holiday decorations are permitted on your unit/lot but not in any other portion of the Common Area. Any decorations found in or on the Common Areas will be removed at the Owner's expense.
 - 3.3.1 All decorations are permitted up to 30 days prior to the holiday and must be removed within fourteen (14) days after the holiday.

4. Animals (CC&R's 2.13)

- 4.1 No animals, insects, reptiles, rodents, birds, livestock or poultry shall be kept in any unit or elsewhere within the development with following exceptions:
 - a. Up to two (2) pet dogs or two (2) pet cats or one (1) pet dog and one (1) pet cat may be kept on each lot, Ordinary domestic dogs or cats – maximum two (2) pets total allowed
 - b. Pets other than cats and dogs including fish, rodents, and birds, who live in containers and cages, and there is no external evidence of their presence in the community.
 - c. No farm livestock, including poultry, is allowed.
- 4.2 The Board shall make reasonable accommodations allowing Residents to keep service animals in their homes with the following conditions:
 - 4.2.1 Resident has a legally recognized disability;
 - 4.2.2 The service animal is properly trained to provide a necessary service for the disabled Resident;

- 4.2.3 Disabled Resident provides proof that the animal meets the criteria for service animals set forth in state and federal law.
- 4.3 No animals shall be kept, bred or maintained for any commercial purpose.
- 4.4 No person may bring or keep in the Community any vicious dog as defined under the Potentially Dangerous and Vicious Dogs Law in the California Food and Agriculture Code Section 31601. animal.
- 4.5 The Board has a right to determine if an animal is dangerous or a nuisance to others Owners and has a right to prohibit such animals within the Development.
- 4.6 Every person bringing an animal upon or keeping an animal in the Community shall be liable to each and all persons for any injury or damage to persons or property caused by such.
- 4.7 Dogs belonging to Owners, tenants, guests, and invitees must be kept within an enclosed area of an Owner's personal residence, or on a leash and being held by a person capable of controlling the animal.
 - 4.7.1 At no time may dogs be let off the leash in Common Areas, along the trails, wetland areas or on the hillside.
 - 4.7.2 Dogs must not be allowed to harass or disturb local wildlife.
- 4.8 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by domestic animals in any Common Area or personal residence.
- 4.9 Coyotes are known to be in the area of the Development. Please be aware that domestic cats and small dogs are most vulnerable to coyotes; however, on rare occasions, coyotes can be harmful to larger dogs and humans.

5. General Maintenance Provisions (CC&R's Article 2)

- 5.1 Each Owner must maintain their residences, including fences, walls and private yards in a neat, sanitary and attractive condition.
 - 5.1.1 Residences need to be inspected by Owner on a regular basis to ensure the property is free from wood-destroying pests, and in the event such pests are found, the Owner shall be responsible for the eradication and future prevention.
- 5.2 All Owner landscape and hardscape shall be kept property maintained, free from brown spots, debris and weeds.
 - 5.2.1 All trees, including street trees adjacent from residence, and shrubs are to be trimmed so they do not impede pedestrian traffic or encroach or leave droppings on neighboring properties and root pruned to prevent root damage to sidewalks, driveways and structures.

- 5.3 Landscaping should be maintained in such a manner to avoid run off of irrigation water outside of the property and to prevent soil erosion.
 - 5.3.1 Owner shall have the duty and obligation to maintain the drainage situated on any Unit including the grade of the yard, yard drains and associated piping and keep it free from debris.
 - 5.3.2 There shall be no interference with the originally installed drainage patterns on the property unless approved by the Design Review Committee.
- 5.4 Trash containers shall be stored in the garage or in a fenced yard area, out of sight of the other Separate Interests and Master Common Area until scheduled collection times.
 - 5.4.1 Trash containers may be placed for collection no earlier than noon on the day prior to collection, and must be removed within twelve (12) hours of collection.
 - 5.4.2 There shall be no disposal of large household items anywhere on the property. Owners must make independent arrangements to dispose of such items off of the Properties.
 - 5.4.3 Trash and recyclables must be placed in designated storage containers. Individual trash and recycling containers must be set out at certain locations. Please refer to Exhibit F of the CC&R's.
- 5.5 No Owner shall install any landscaping or other Improvements in the Association Maintenance Areas or alter Association Property or Association Maintenance Areas.
- 5.6 Clotheslines and drying racks as defined in Civil Code 4750.10 may be installed provided they are screened from view from the Common Area or neighboring lots.
- 5.7 Permanently installed athletic equipment, including basketball standards, backboards attached to a Residence, or any other Improvement on a Separate Interest, soccer goals, hockey goals, skate ramps or other such Improvements require the prior written approval of the Design Review Committee, obtained in accordance with Article 5 of the CC&R's and the Rules and Regulations.
 - 5.7.1 Portable athletic equipment such as movable basketball standards, soccer goals, hockey goals and skate ramps) may be used in yards or driveways (but not in private alleys or other private streets), and when not in use they must be brought indoors or stored out of the view of other Separate Interests or Private Streets.
- 5.8 Under no circumstances, are the following materials allowed for window coverings at any time: aluminum foil, newspaper, plywood or reflective tint.
- 5.9 High-intensity exterior lighting larger than one-foot candle or more than ten (10) feet above ground cannot be installed. Any exterior lighting shall be "hooded" or shielded to prevent glare onto neighboring Units or Common Area.
- 5.10 Each owner may install a solar energy system on their Separate Interest to serve their domestic needs, so long as the design and location of the solar energy system meet the requirements of all

applicable governmental ordinances, and the design and location receive the prior written approval of the Design Review Committee.

6. Parking and Vehicle Guidelines (CC&R's 2.12):

- 6.1 Only Authorized Vehicles of Owners and their guests may park within the Development.
- 6.1.1 Authorized Vehicles:
An automobile, a passenger van designed to accommodate ten (10) or fewer people, a motorcycle, or a pickup truck having a manufacturer's rating or payload capacity of three (3) tons or less.
- 6.1.2 Restricted Vehicles:
- a. Large, commercial-type vehicles- (for example, stake bed trucks, tank trucks, dump trucks, step vans, and concrete trucks), buses, limousines or vans designated to accommodate more than ten (10) people, inoperable vehicles or parts of vehicles, aircraft, boats, jet skis and other water craft, trailers (for example, trailers designed for horses, boats, motorcycles, or other equipment or materials), motor homes, recreational vehicles, fifth-wheels, , folding camping trailers, travel trailers, but not including van conversions and truck campers on an authorized vehicle, and any vehicle or vehicular equipment deemed a nuisance by the Master Association.
 - b. Vehicles in violation of an ordinance of the City.
 - c. Any other vehicle that is not an Authorized Vehicle.
 - d. No Restricted Vehicle may be parked, stored or kept in the community on Private Streets except for periods of two (2) hours or less in any 24-hour period during loading, unloading, or emergency repairs.
 - e. A resident may park a Restricted Vehicle in the garage so long as the garage door is kept closed and the presence of the Restricted Vehicle does not prevent the Owner from parking the Owner's Authorized Vehicles in the garage at the same time.
- 6.2 No vehicles that are stripped down, partially wrecked, inoperative, smoky, noisy or with expired or unregistered DMV tags, shall be permitted to be operated on Community streets or parked on any street or driveway.
- 6.3 There shall be no parking in the Development that obstructs free traffic flow, constitutes a nuisance, violates the Rules and Regulations or otherwise creates a safety hazard.
- 6.4 No parking is permitted in fire lanes within the Development which are appropriately marked and identified.
- 6.5 Vehicles parked in violation of any Rules and Regulations or Declaration, posted notices or in a fire lane, blocking ingress or egress to the Development or in front of a fire hydrant are subject to immediate towing without notice at the Owner's expense.
- 6.6 No repair, maintenance or restoration of any vehicle may be conducted in the Development except within an enclosed garage and the activity does not constitute a business.

- 6.7 Garages shall be kept in a condition that allows the parking of the number of vehicles it was designed for.
 - 6.7.1 Garage doors shall be kept closed except when entering or exiting the garage and for limited periods of time when necessary for cleaning and organizing of the garage.
 - 6.7.2 Garages are to be kept neat and orderly and used only for:
 - a. Standard passenger vehicles
 - b. Bicycles and other motorized vehicles
 - c. Storing household goods
 - 6.7.3 Garages are first and foremost for the parking of standard passenger vehicles and may not be used in such a manner that prevents the parking of such vehicles.
 - 6.7.4 Garages may not be used for any type of dwelling, commercial, recreational, or other purpose.
 - 6.7.5 In the event a garage is filled to its maximum vehicle capacity, Owners and their guests may park on the driveway so long as the vehicle does not encroach upon the sidewalk or private street.
 - 6.7.6 No vehicle may be parked, stored or left unattended on any private alleys or motor courts except as reasonably necessary for loading and unloading of passengers or property, or as necessary for emergency repairs.
 - 6.7.7 The unassigned Common Area parking spaces are to be used for temporary, short-term use by residents and invitees of residents only and not to be used for long-term parking or storage of any vehicle.
- 6.8 Each Owner is responsible for advising the Owner's family, tenants and guests of the parking and vehicle regulations.

7. Satellite Dish & Authorized Antenna Policy (CC&R's 2.18)

- 7.1 No Person may install any antenna or over the air receiving device anywhere on the property except for an "Authorized Antenna" in an authorized location described in these Rules.
- 7.2 An "Authorized Antenna" is defined as an antenna designed to receive direct broadcast satellite service, including direct to home satellite service, that is one meter or less in diameter, or an antenna designed to receive video programming service, including multichannel multipoint distribution service, instructional television fixed service, and local multipoint distribution service, and is one meter or less in diameter or diagonal measurement; an antenna designed to receive television broadcast signals, or an antenna used to receive and transmit fixed wireless signals. An Authorized Antenna may be installed subject to the following restrictions:
 - a. Device should be installed in a manner that is least visible from the streets at the roof line.
 - b. Device should be installed facing the fenced yard of the residence.
 - c. Any visible wires must be painted the same color as the exterior of the home and there shall be one point of entry into the structure.

- 7.3 If all guidelines are followed when installing an Authorized Antenna, Owner must submit the Notice of Satellite Dish and Authorized Antenna Installation Form, within 15 days of installation, informing the Design Review Committee of the installation in the designated area.
- 7.4 If you are unable to comply with the policy set forth, you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Design Review Committee or Board of Directors in a timely manner.
- 7.5 Owners accept FULL LIABILITY AND RESPONSIBILITY for the installation of the device and wiring, and are responsible for the future maintenance and costs and expense related to the devices.
- 7.6 All devices which are no longer connected and not being used must be removed promptly.
- 7.7 Rear yards, fenced side yards and fascia board and rooftops at the rear of the detached Residences are the preferred installation locations in the Community.

RIGHETTI RANCH MAINTENANCE CORPORATION

Architectural Procedures and Rules

The following Design Guidelines are in compliance with Article 5 of the CC&R's. Please refer to this Article for complete information prior to submitting your application and plans to the Design Review Committee (DRC) for consideration.

General Guidelines & Standard for Approval:

1. No construction, reconstruction, installation, removal or alteration of any outdoor improvement on a separate interest, including landscaping, grading, excavation, filling or other alteration to the grade or level of the land, or any improvement affecting Master Common Area or Neighborhood Association Property may be commenced by any Owner without the prior written approval of the Design Review Committee (DRC).
2. Residences affected by restrictions related to the Wildland Fuel Management/Reduction Zone must comply with the Fire Plan and current City fire requirements for the design and construction of all homeowner improvements.
3. Subject to the requirements of any applicable Neighborhood Declaration a Residence may be repainted or refinished without prior DRC approval so long as the Residence is repainted or refinished with materials that are identical to the materials originally used by Declarant or a Neighborhood Builder or last applied to the Improvement with DRC approval. If areas of the Improvement are painted while others are not painted, the color must blend and match. New paint colors must be first approved by the DRC.
4. All landscape plans for DRC approval must comply with the list of prohibited non-native plants detailed in the Landscape Design Guidelines.
5. Refer to Rules and Regulations, Section 7, and the CC&R's, Section 2.18, relating to the installation of Satellite Dishes and Authorized Antennas. If all the guidelines are followed when installing an Authorized Antenna, Owner must submit a Notice of Satellite Dish or Authorized Antenna Installation Form, within 15 days of installation, informing the Board of the installation in the designated area.
6. There shall be no interference or modification of the established drainage pattern over the Property, including any installations, unless adequate alternative provisions are made for proper drainage with prior written approval from the DRC.
7. Each Owner assumes all risks which may result from Improvements they make to their lot/unit.
8. Each Owner is responsible for ensuring that all plans submitted do not violate any law or ordinance. Owner must obtain any and all applicable City approvals for any improvements.
9. Failure to submit plans and obtain written approval from the DRC prior to commencement of construction of any improvements will be subject to enforcement by the Association's Board of Directors and fines may be assessed in accordance with the Association's Rule Enforcement Policy.

10. The Design Review Committee may review applications impact on safety, noise, views, privacy, passage of light and air, beneficial shading, aesthetics, and the Master and Neighborhood Association Property in reviewing, approving, or disapproving any Application.
11. The DRC shall deliver its written approval, disapproval, or request for additional information or materials to the Applicant at the address listed on the Application no later than the date that is forty-five (45) calendar days after the date on which the DRC has received the complete Application.
12. The DRC shall approve an Application only if it determines that the installation, construction, or alterations of the Improvements in the locations proposed will not be detrimental to the appearance of the Community as a whole; the appearance of the proposed Improvements will be in harmony with the existing Improvements and the overall design theme in the Community; installation, construction, or alteration of the proposed Improvements will not detract from the beauty, wholesomeness and attractiveness of the Community or the enjoyment of the Community by the Owners; maintenance of the proposed Improvements will not become a burden on the Master Association; the proposed Improvements are consistent with the Governing Documents; and, the City has permitted the Improvement, if applicable.
13. All approvals, disapprovals, and approvals with conditions must be in writing. No owner shall commence any improvement based on a verbal understanding.
14. All applications are subject to a minimum one hundred sixty-dollar (\$160.00) fee due at the time of submittal of the application. The DRC reserves the right to require a higher fee based on the complexity of the submittal.
15. The Applicant shall meet the requirements of all applicable ordinances, codes and regulations of applicable Local Government Agencies. Including zoning laws, building and safety codes, fire codes and applicable inspection and permit requirements prior to beginning any construction, installation, or alterations. All approvals issued by the DRC in addition to, and not in lieu of, applicable Local Government Agency approvals. It is the sole responsibility of the Applicant to obtain Local Governments Agency approvals.

Plan Submittal and Time Frames:

16. An Owner requesting a modification shall submit to the Design Review Committee (DRC), through the management company, the provided Architectural Submittal Form in duplicate along with sufficient details of the plans and specifications showing the nature, kind, shape, height, width and location and that may include photos, drainage, dimensions, drawings, plot plans, list of materials, colors, etc., and any applicable fees.
17. Once approved, Owners must commence work on improvements within six (6) months of issuance of the approval. If work is not commenced or the Applicant does not obtain an extension of time to commence work, the approval is automatically revoked. All improvements must be completed within 60 days from the date of commencement, or within the time frame approved by the DRC.
18. The DRC shall make a decision on a proposed change in good faith and based on existing Governing Documents and Design Guidelines.
19. The Design Review Committee may use an outside consultant for the review and comment of all plans.

20. Construction Drawings shall be prepared in accordance with the applicable building codes and with sufficient clarity and completeness to enable the Design Review Committee to make an informed decision on the request.
21. The Applicant must submit a Notice of Completion Form within fifteen (15) days after completing any approved improvements.

Fees and Deposits:

22. The Board and DRC reserve the right to require additional fees for certain types of construction that the Board or Committee feels needs review by an outside consultant. Such fees, if requested, must be received from the Owner as part of the submission before the Committee will consider the application.

Contractor/Work Guidelines:

23. All contractors must adhere to the Association's Rules and Architectural Guidelines including all parking rules.
24. All work must be performed during reasonable daylight hours, defined as no earlier than 7:00 a.m. and no later than 7:00 p.m. Monday through Saturday.
25. Owners are responsible for ensuring that all subcontractors and workers are informed of the proper procedures.
26. Owners must only use licensed and insured contractors and must require that any worker performing work on their Unit must name Righetti Ranch Maintenance Corporation as an additional insured on any liability policy. Evidence of such policy must be provided if requested by the Association.
27. When work is being performed in an individual's home by the Owner, contractor or by a tradesman, daily cleanup of any Common Property involved is required, unless specifically excused in writing by the DRC or Board of Directors. The cleanup is the responsibility of the Owner. Nothing shall be allowed to empty into the storm drain system including paint, cement or other materials, and steps shall be taken to divert and collect all additional debris or runoff. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the Owner will be assessed cleanup costs as determined by the Board of Directors.
28. Tools and equipment are to be used and stored in the home or removed each day. The Association is not responsible for the disappearance of any tools, equipment or materials.
29. Tools, equipment and materials may not be stored in the Common Area, nor shall any contractor park in the Common Area except for brief period of loading and unloading.
30. All trash dumpsters used during construction and installation of improvements must have lids and be covered at all times except during the course of dumping materials into the trash. The location of the dumpster(s) shall be specified by the applicant as part of the submittal packet and approved by the DRC.

RIGHETTI RANCH MAINTENANCE CORPORATION

RULE ENFORCEMENT POLICY, HEARING PROCEDURE, AND FINE SCHEDULE

1. Remedies for Enforcement of the Governing Documents. To enforce the Governing Documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue other remedies.

- a. Warning letters
- b. Monetary penalties
- c. Suspension of voting rights or other membership privileges
- d. Alternative Dispute Resolution
- e. Litigation
- f. Levy a Special Assessment as authorized in the Master Declaration
- g. Suspend or condition the right to use recreational facilities on a date in the future as determined by the Board.
- h. Enter into a Separate Interest to perform maintenance which the Respondent is responsible for.
- i. Record a notice of non-compliance if allowed by law.

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the Owner may be liable for those attorney fees and all related expenses in addition to the fines. Suspension of Membership privileges may not be for a period of more than thirty (30) days. In the case of continuing violations fines may be imposed as long as the violation continues. No action against the member may take effect before five (5) days after the hearing.

2. Notice and Hearing Procedures. The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation which could result in disciplinary action against an Owner.

a. Notice of Hearing: Notice of the hearing will be sent to the Owner at least fifteen (15) days prior to a hearing where monetary penalties may be imposed and/or if the suspension of privileges is to be imposed. Notice will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, a written statement setting forth in ordinary and concise language the acts or omissions with which the member (Respondent) is charged; a reference to the specific provisions of the Governing Documents which the Respondent is alleged to have violated; the date, time, and place of the scheduled hearing; and list of sanctions which may be imposed at the hearing.

b. Opportunity to Be Heard: Members have the right to send a letter or appear in person to present evidence or to explain why they should not be disciplined. Members have the right to bring witnesses to the hearing to testify. If the Respondent does not attend the hearing, the Respondent waives these rights. The hearing will be held in executive session.

c. Rescheduled Hearing: Upon timely, written request and for worthy cause, a violating party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and makes its decision accordingly.

- d. **Notice of Decision:** Within fifteen (15) days of the Board's decision, the Owner will be sent a written notice of the decision.
- e. **Conflicts of Interest:** If members of the Board have a conflict of interest (i.e., they filed the complaint, the complaint was filed against them, their tenants, relatives, or spouse, or they were involved in the complaint in some other manner) such persons may not vote on the issue. They will not be allowed to be a part of the hearing process or attend a meeting while the remainder of the Board is discussing and making decisions on the alleged violation.
- f. **Correction of Violation:** In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, cancel the hearing or discontinue the proceedings at the sole discretion of the Board.

3. Fine Schedule. Violation of the Association's Governing Documents may result in a warning letter, fine, suspension of privileges, and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.

1st violation:	Warning or fine up to \$200
2nd violation (same offense):	\$50 to \$200
3rd violation (same offense):	\$100 to \$300
Additional violations (same offense):	Up to \$400
Safety Violation:	Warning or fine up to \$500
Continuing Violation:	Fines may be levied on a daily, weekly, or monthly basis or other time period as determined by the Board until cured.
Suspension of Privileges:	The Board of Directors, after a hearing, may suspend privileges to use the common areas, suspend voting rights, or suspend any other privileges allowed by the Governing Documents or Law.
Assessment:	May be levied to reimburse HOA expenses.

The Association may pursue one or more remedies simultaneously. The selection of one remedy does preclude the Association's right to pursue others.

RIGHETTI RANCH MAINTENANCE CORPORATION

HOMEOWNER VIOLATION REPORTING POLICY

REPORTING VIOLATIONS

Except in those cases where a violation is easily verified (i.e., unauthorized architectural improvements, recreation vehicle storage, parking, etc.) Homeowners wishing to report a violation must do so in writing either by U.S. Mail or email. For violations that cannot be visually verified (i.e., barking dog, loud music, noise, nuisance), two or more affected Homeowners must be available to substantiate the violating action.

Anonymous letters or complaints will not be acted upon. Additionally, while the Board of Directors will not routinely provide the identity of the Homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such violations that may be difficult to verify, the Homeowners alleging the violation should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine that there is either not enough evidence or it is not in the best interest of the Association to pursue enforcement.

“NEIGHBOR-TO-NEIGHBOR” REPORTED COMPLAINTS

Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Governing Documents of the Association. The foregoing only establishes a prerequisite to Association involvement in certain, limited, “Neighbor-to-Neighbor” reported complaints and is not intended for normal neighbor reported violations complaints addressed above.

A. DEFINITION

“Neighbor Reported Complaints” shall mean a dispute or complaint(s) pertaining to noncompliance of the Association’s Governing Documents lodged by one Owner against another Owner that cannot be visually verified or by other means of inspection.

B. POLICY TERMS

1. In the event a “neighbor-to-neighbor” complaint arises regarding the interpretation of rights under, or enforcement of, the Association’s Governing Documents, which may require Association involvement, a written complaint must be sent to the Association detailing the extent of the complaint and the parties involved. It will first be determined if a violation of the Declaration or Governing Documents exists which requires Association action and if Association enforcement is required. If this is found to be the case, action will be taken in accordance with Association’s Notice and Hearing Procedures. When deemed appropriate, the Board may, at its next scheduled executive session meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a violation of the Association’s Governing Documents and whether the Association will take any action. The Board is under no obligation to use Association resources to take further action if the Board determines in its sole judgment that it is not in the Association’s best interest and may notify the complaining Owner(s) that they will be required to seek a resolution individually.

2. If the Board finds that the complaint or dispute does not warrant Association enforcement, it shall notify the complaining party of its decision, including the requirement that the Neighbors attempt resolution without Board involvement. This notice may include the names and addresses of both parties.
3. The parties shall be requested to use best efforts to resolve the issue or submit the dispute to either the applicable governmental agency or proceed with Alternative Dispute Resolution (ADR). For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Mediation in accordance with Civil Code Section 5935 and the described for Dispute Resolution in the Governing Documents.

DISCIPLINE AND DISPUTE RESOLUTION PROCEDURES OF

RIGHETTI RANCH MAINTENANCE CORPORATION

In compliance with California Civil Code Sections 5900 et seq and 5925 et seq, the Board of Directors has adopted the Dispute Resolution Procedure below. The following procedures are intended to help resolve disputes between Homeowners and the Association in a fair, reasonable, expeditious and cordial manner.

I.

Discipline Procedure (Monetary Penalties, Suspension of Voting Rights, etc.)

To enforce any alleged violation of the CC&R's, Rules or other Governing Documents of the Association (except for the failure to pay assessments), the Board must give the Owner written notice setting forth in ordinary and concise language the acts or omissions with which the Respondent is alleged to have violated, a reference to the specific provisions of the Governing Documents which the Respondent is alleged to have violated, the date, time, and place of the scheduled meeting, and a list of sanctions which may be imposed at the hearing in accordance with the Association's adopted Rules Violation, Hearing Procedure and Fines Procedure.

At any time, the Owner or the Association may invoke the following dispute resolution process, which may or may not affect the above discipline procedures.

II.

Internal Dispute Resolution (IDR) Procedure Overview

In compliance with California Civil Code Section 5905, the Board of Directors has adopted the Internal Dispute Resolution Procedure (IDR) below. This procedure is intended to help resolve disputes between Homeowners and the Association in a fair, reasonable, expeditious and cordial manner.

Please keep in mind that this procedure *does not* replace the Alternative Dispute Resolution (ADR) per Civil Code Sections 5925-5965. This law requires the Association and Owners to use mediation or arbitration under most circumstances before they are allowed to file a lawsuit. This IDR-procedure does not replace or negate the Board's right to impose fines or take any other disciplinary action provided for them in the Association's Governing Documents.

The Board of Directors views the Internal Dispute Resolution Procedure as an initial step in resolving disputes between Righetti Ranch Maintenance Corporation and an Owner. While Owners have a right to bring their legal counsel to an IDR meeting, the Board prefers that attorneys not be involved at this stage of the process. The Board believes this will help maintain a cordial and non-threatening atmosphere and prevent unnecessary costs. If the IDR fails, the Association or Owner may move on to the next step in the Dispute Resolution process, Alternative Dispute Resolution. Owners and the Association may bring their attorneys to the mediation or arbitration.

Internal Dispute Resolution Procedure

This procedure applies to a dispute between Righetti Ranch Maintenance Corporation and a Member involving their rights, duties, or liabilities under the Davis Stirling Act, under the Non-profit Mutual Benefit Corporation Law

(Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the Governing Documents of the Association.

- A. Either party to a dispute, within the scope of the section listed above, may invoke the following procedure:
- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - (2) A Member of an Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - (3) The Association's Board of Directors shall designate one or more Members of the Board to meet and confer.
 - (4) The parties shall meet within forty-five (45) days of receipt of the written request at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - (5) The Member and Association may be assisted by an attorney or another person in explaining their positions at their own cost.
 - (6) If either party chooses to be assisted by an attorney, or another person, they shall give the other party at least ten (10) days written notice prior to the date of the meeting (meet and confer). The notice shall contain the name(s) of the person(s) attending and whether they are licensed attorneys and/or acting as legal counsel. Failure to properly notify the other party will result in the meeting (meet and confer) being postponed until a later date.
 - (7) The Association may involve a neutral third party of their choosing to mediate the meeting.
 - (8) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of Righetti Ranch Maintenance Corporation.
- B. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
- (1) The agreement is not in conflict with law or the Governing Documents of the common interest development or Association.
 - (2) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
- C. A Member of the Association may not be charged a fee to participate in the process.
- D. Recording of the meeting (meet and confer) by any electronic means is prohibited unless consented to by both the Association and Member.
- E. The Association or Member may not bring the same dispute against the other party, for IDR, more than once in any twelve (12) month period unless consented to by both the Association and Member.

III.

Requirements Prior to Filing a Lawsuit

In accordance with Article 3, Civil Code Sections 5925-5965, the following are the requirements an owner must follow, as applicable, prior to filing a lawsuit or other proceeding.

A. Definitions for Terms Used in This Section III.

- (1) *"Alternative Dispute Resolution"* means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. The form of Alternative Dispute Resolution chosen pursuant to this article may be binding or non-binding, with the voluntary consent of the parties.
- (2) *"Enforcement action"* means a civil action or proceeding, other than a cross-complaint, for: (a) enforcement of the Davis-Stirling Common Interest Development Act; (b) enforcement of the Non-profit Mutual Benefit Corporation Law; (c) enforcement of the CC&R's, rules and other Governing Documents of the Association.

B. Filing Enforcement Actions

- (1) The Association or an Owner may not file an enforcement action in the superior court unless the parties have endeavoured to submit their dispute to Alternative Dispute Resolution as described below.
- (2) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000).
- (3) This section does not apply to a small claims action and assessment disputes.

C. Request for Resolution

- (1) Any party to a dispute may initiate the process by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include: (a) a brief description of the dispute between the parties; (b) a request for Alternative Dispute Resolution; (c) a notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the request will be deemed rejected; (d) if the party on whom the request is served is the Owner of a separate interest, a copy of Sections 5925 through 5965 of the Civil Code.
- (2) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
- (3) A party on whom a Request for Resolution is served has thirty (30) days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

D. Timeline for Completion, Inadmissibility in Court, Costs

- (1) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the Alternative Dispute Resolution within ninety (90) days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
- (2) Evidence obtained through mediation shall be inadmissible in court.

- (3) The costs of the Alternative Dispute Resolution shall be borne by the parties equally.

E. Tolling of Statute of Limitations

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods: (a) The period provided in Section 5935 of the Civil Code for response to a Request for Resolution. (b) If the Request for Resolution is accepted, the period provided by Section 5040 for completion of Alternative Dispute Resolution, including any extension of time stipulated to by the parties pursuant to Section 5940 of the Civil Code.

F. Certificates Filed with Initial Pleading

(1) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (a) Alternative Dispute Resolution has been completed in compliance with this article; (b) one of the other parties to the dispute did not accept the terms offered for alternative dispute resolution; (c) preliminary or temporary injunctive relief is necessary.

(2) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this procedure would result in substantial prejudice to one of the parties.

(3) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to Alternative Dispute Resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

- (3) The costs of the Alternative Dispute Resolution shall be borne by the parties.

G. Award of Fees and Costs

In an enforcement action in which fees and costs may be awarded pursuant to Civil Code Section 5975, the court, in determining the amount of the award, may consider whether a party's refusal to participate in Alternative Dispute Resolution before commencement of the action was reasonable.

H. Failure to Comply

Failure of a Member of Righetti Ranch Maintenance Corporation to comply with the Alternative Dispute Resolution requirement of Section 5930 of the Civil Code may result in the loss of the Member's right to sue the Association or another Member of the Association regarding enforcement of the Governing Documents or the applicable Law.

RIGHETTI RANCH MAINTENANCE CORPORATION

POLICY STATEMENT FOR HOMEOWNER OPEN FORUM AND BOARD MEETING CONDUCT

The Board of Directors encourages and welcomes Homeowner attendance at all open session meetings of the Board of Directors to observe business matters that take place involving the Association.

In compliance with Civil Code §4925(b), the Board of Directors will set aside a period of time at each open session Board meeting (called Open Forum) to give Members an opportunity to address the Board.

Private audio or video recordings during the meeting are prohibited.

The Procedure for Open Forum is simple:

1. If provided at the meeting, fill out a Homeowner Comment form and turn it into Management prior to the start of the meeting.
2. If a Homeowner Comment form has not been filled out, please raise your hand to be recognized by the President of the Board.
3. State your concern in clear and simple terms, and please limit comments to three (3) minutes.
4. If another Homeowner has already stated a concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Board President may limit participation to once per Owner.
5. Please don't interrupt others while they are speaking.
6. Maintenance related items should be directed to Management outside of the meeting (Open Forum is not the appropriate venue to report maintenance items).
7. Developer/Builder warranty related items should be directed to the Developer outside of the meeting (Open Forum is not the appropriate venue to report builder warranty issues).
8. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, if the item of concern is not on the agenda, the Open Meeting Act in the Civil Code prohibits the Board from discussing or taking action unless specifically allowed by Civil Code §4930. The Board will take comments and concerns into consideration but may not necessarily act upon them at the meeting.
9. Once Open Forum is concluded, no further comments from Homeowners will be entertained unless the Board of Directors choose to entertain comments from the membership present.

Understanding Board Meeting Conduct:

1. The Board Meeting is a business meeting of the Directors of the Association.
2. As Homeowners, you are Members of the Association and have elected the Board Directors to take care of the business interests of the Association.
3. Business matters come before the Board when a motion is made and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members, and with Management, if needed.
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board on a future agenda, please submit your request or suggestion in writing to the Management Company at least two-weeks before the next meeting.
6. If you are unable to attend a Board Meeting, and want to address the Board on a particular item on the agenda, you are always welcome to send your comments or concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, verbal requests will not be accepted.

RIGHETTI RANCH MAINTENANCE CORPORATION

COMMUNICATION AND DOCUMENT DELIVERY POLICY

Unless otherwise authorized by the Board of Directors, all communication and documents must be directed to the Association's Management Company. The Management Company is the agent to the Board of Directors and will process and forward all communication and documents to the proper parties. Owners must deliver all documents to the following address or call regarding Association matters to the following phone number:

**The Management Trust
1400 Madonna Rd.
San Luis Obispo, CA 93405
Phone: 805.544.9093**

Methods of delivering documents or correspondence that are authorized by Righetti Ranch Maintenance Corporation: The following are acceptable methods for delivering documents (letters, architectural applications etc.) to the Association:

- 1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the address above.
- 2) Personal delivery to the Association's business address listed above during regular business hours. A written receipt will be provided upon request.

Methods of delivering documents or correspondence that **are not** authorized by the Association: Due to the unreliable nature of e-mail, facsimile, and other electronic means of communication, the Association has deemed these as unacceptable forms of communication. If an Owner chooses to send documents or communication in this manner the Association will only accept them **upon receipt**. An acknowledgment that your document or correspondence was received will be sent to you.

Owners sending documents or other communication should never assume that they are received by the intended party. Mail can be lost or delayed etc. Owners should contact their Community Association Manager to verify that correspondence or documents have been received.

RIGHETTI RANCH MAINTENANCE CORPORATION

ELECTION RULES AND PROCEDURES

I. QUALIFICATION OF CANDIDATES AND NOMINATION PROCEDURES

A. Qualifications of Candidates:

The qualifications for candidates for the Board of Directors are as follows:

1. Candidate must be a Member of the Association or an authorized agent, employee, or appointee of the Declarant.
2. Candidate must be in compliance of the Governing Documents for the three (3) months immediately preceding the election. To be in compliance, the Owner must correct, within five (5) days of receipt of notice, any violation of the Governing Documents after the Board has determined the Owner is responsible for the violation.
3. Candidates must be current in all assessment payments for the three (3) months immediately preceding the date of the election.
4. Candidate may not be related by blood or marriage to, or reside in the same household with, any other Board Member or candidate.
5. Candidate shall not have been convicted of a felony or any crime of moral turpitude.

B. Nomination of Candidates:

Candidates for the Board of Directors shall be nominated by either of the following procedures:

1. Homeowner Nominations

The Association shall mail to each Member, at the Member's address listed on the Association's records, a nomination form soliciting nominations of candidates for election to the Board of Directors. Completed nomination forms must be received by the Association prior to the date set forth on the nomination form. All nominated individuals who meet the qualifications of candidates will be listed on the ballot for election of Directors. Any Member may nominate themselves. If a Member is nominated by another Member, the nominated Member must accept that nomination in writing prior to the deadline for returning nomination forms in order to appear on the ballot.

2. Nominating Committee

The Board of Directors, or a Nominating Committee established by the Board of Directors (if any Nominating Committee is established), may propose the nomination of candidates.

3. Write-In Candidates Not Allowed

No write-in candidates will be allowed for any election of Directors.

II. ELECTION CAMPAIGNS

A. Procedures for Communications to Members:

Candidates shall have an opportunity to submit a maximum one (1) page Candidate Biography for inclusion with the ballot mailing at no cost to the candidate. The Candidate Bio is to be used to share the candidate's background and experience only and shall not include any type of campaign statements pertaining to Association business. A Candidate Bio will be copied verbatim, with the exception of any campaign statements. Campaign statements will be redacted prior to

distribution. No other mailings shall be provided to individual candidates for the purposes of their candidacy.

B. Access to Association Media:

If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet website during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and Members advocating a point of view, including those not endorsed by the Board of Directors, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content.

C. Access to Common Area Meeting Space:

The Board shall ensure access to any common area meeting space, if any exists, during a campaign, at no cost, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election.

D. No Association Funds Used for Campaign Purposes:

Association funds will not be used for campaign purposes in connection with any Association Board election. Association funds will not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:

1. Expressly advocating the election or defeat of any candidate that is on the Association election ballot.
2. Including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting the ballot and ballot materials, within thirty (30) days of an election. This is not a campaign purpose if the communication is for Item B of this section for which requires that equal access be provided to another candidate or advocate.

III. QUALIFICATIONS FOR VOTING; PROXIES; VOTING PERIOD; POLLS; RETURN OF BALLOTS

A. Qualifications for Voting:

Only Members may vote unless a Member's Voting rights have been suspended after notice and hearing (Civil Code Section 5105-4 and Corporations Code Section 7341). Only one vote may be cast per Unit/Lot. If more than one ballot per lot is cast, then all such ballots for the lot shall not be counted to determine the election but one of those ballots may be counted for quorum purposes.

B. Proxies:

A proxy means a written authorization signed by a Member of the Association or the authorized representative of the Member that gives another Member or Members the power to vote on behalf of that Member. The Member (proxy giver) must sign the proxy. Signing means a manual signature, typewriting, telegraphic transmission, or otherwise by the Member or authorized represented of the Member. Proxies need not be distributed by the Association to the

Membership. All proxies for the election of any Director must be presented to the Inspector(s) of Election prior to the close of the voting period. When a dispute arises, the Inspector(s) of Election shall determine the authenticity, validity, and effect of proxies and ballots. Instructions, if any, given in a proxy issued for an election that directs the manner in which the proxy-holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy-holder to retain. The proxy-holder shall cast the Member's vote by secret ballot, unless the proxy is revoked prior to receipt of the secret ballot by the Inspector(s) of Election. Proxies will be checked in after secret ballots have been checked-in to be assured that no irrevocable ballots have been checked-in for the same Member. A proxy may not be used as a ballot; instead, a proxy-holder will be issued a ballot to vote. Any form of proxy must afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted on, except it is not mandatory that a candidate for election to the Board be named in the proxy.

C. Voting Period:

The voting period for all elections will begin when the election materials are mailed to all Members and will end 1) by motion of the Members to close the voting period, or 2) if the voting is by mail only and not at a Members Meeting, the voting will end at the time specified in the meeting notice or ballot. All votes shall be counted and tabulated by the inspector or inspectors of elections or his or her designee in public at a properly noticed open meeting of the Board of Directors or members.

D. Record Date:

The Board of Directors may fix a date in the future as a record date for the determination of the members entitled to notice, and a record date for owners entitled to vote at any meeting of owners. The record date for members entitled to notice and for members entitled to vote shall be the day that the ballots and notice are mailed.

E. Return of Ballots:

Unless directed otherwise by the Inspector(s) of Election, all ballots must be returned to the management company of the Association. Unless directed otherwise by the Inspector(s) of Election, the management company is designated as the "Ballot Collector." Unless directed otherwise by the Inspector(s) of Election, ballots shall be addressed to the Inspector(s) of Election, but mailed to the management company as the Ballot Collector. Unless directed otherwise by the Inspector(s) of Election, the management company is designated for the initial receipt of ballots until delivery to the Inspector(s) of Elections. All ballots must be returned no later than the time scheduled for the election meeting to begin, or as otherwise set forth in these Election Rules. The Inspector(s) of Election or other Ballot Collector may review the returned unopened envelopes to determine which members have returned ballots. This will help identify which members still need to return ballots and whether those members should be given another ballot. The unopened ballots shall be delivered by the Ballot Collector to the Inspector(s) of Election.

IV. INSPECTOR(S) OF ELECTION

A. Appointment of Inspector(s) of Election:

The Board of Directors shall appoint either one (1) or three (3) Inspector(s) of Election. If the Board fails to appoint Inspector(s) of Election, the Association Members, by majority vote at a meeting at which a quorum of Members is present, shall appoint either one (1) or three (3) Inspector(s) of Election. The Inspector(s) of Election may be any independent third party or parties, whose qualifications are set forth below.

If any Inspector(s) of Election fails to appear at the election meeting or fails and/or declines to act as an Inspector, then a replacement Inspector may be appointed by the members, if at a member's meeting, or the Board, if the ballots are opened at a Board of Directors meeting.

B. Qualifications for Inspector(s) of Election:

Inspector(s) of Election shall not be candidates for the Board or related to any candidate for the Board. Inspector(s) of Election shall not be any director of the Board or related to any director of the Board. Inspector(s) of Election may be the community association manager or other persons currently employed or under contract to the Association for compensable services. Inspector(s) of Election may be outside independent third parties. Assistants to the Inspector(s) of Election shall be those persons identified above in this paragraph and may be members of the association not related to any candidates.

C. Duties of Inspector(s) of Election:

The Inspector(s) of Election shall do all of the following:

1. Determine the number of memberships entitled to vote and the voting power of each.
2. Determine the authenticity, validity, and effect of proxies and ballots.
3. Receive ballots. After receipt, ballots shall be mailed by the owners to the Ballot Collector (unless the Inspector(s) of Election instruct(s) otherwise) and delivered for receipt by the Inspector(s) of Election. The sealed ballots shall be at all times in the custody of the Inspector(s) of Election until after the tabulation of the vote.
4. Verify the member's information and signature on the outer ballot envelope prior to election.
5. Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
6. Count and tabulate all votes. All votes shall be counted and tabulated by the Inspector(s) of Election in public at a properly-noticed open meeting of the Board of Directors or members. Any candidate or other member of the Association may witness the counting and tabulation of the votes.
7. Determine when the voting period closed (pursuant to section 6 above) to determine whether or not ballots were received on time.
8. Determine the results of the election.
9. Perform any acts as may be proper to conduct the election with fairness to all members in accordance with Civil Code Sections 5100-5145, the Corporation Code, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with Civil Code Sections 5100-5145 or any successor statute.

10. Any Inspector of Election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. If there are three Inspectors of Election, the decision or act of a majority shall be effective in all respects as decision or act of all.
11. Any report made by the Inspector or Inspectors of Election is *prima facie* evidence of the facts stated in the report.
12. Appoint or oversee additional persons, if necessary, to verify signatures and to count and tabulate votes, provided that such additional persons are independent third parties.

D. Performance of Duties by Inspector(s) of Election:

An Inspector of Election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. If there are three Inspectors of Election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the Inspector(s) of Election is *prima facie* evidence of the facts stated in the report.

E. Appointment of Additional Persons:

The Inspector(s) may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) deem appropriate, provided that the persons are independent third parties.

V. MATTERS REQUIRING A VOTE BY SECRET BALLOT & BALLOT PROCEDURES

A. Matters which Require Secret Ballot Voting:

Voting on the following matters must be conducted by secret ballot:

1. Election and removal of directors.
2. Votes on amending the Governing Documents of the Association.
3. The grant of exclusive use of common area pursuant to Civil Code Section 4600.
4. Elections regarding assessments legally requiring a vote.

B. Secret Ballot Procedures:

Ballots and two (2) pre-addressed envelopes with instructions on how to return ballot shall be mailed by first-class mail or delivered by the Association to every Member not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified on the ballot by name, address, unit, parcel, or any other identification method.

1. The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and Unit, or parcels, or unit number that entitles him or her to vote.
2. The second envelope is addressed to the Inspector(s) of Election who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.
3. A quorum shall be required only if stated in the Governing Documents or other provisions of law. If a quorum is required by the Governing Documents, all properly executed outer ballot envelopes containing ballots will be counted towards quorum. Members present at

the meeting where ballots are counted who did not vote shall also count towards quorum.

C. Counting of Votes:

All votes shall be counted and tabulated by the Inspector(s) of Election in public at a properly noticed open meeting of the Board of Directors or Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the Management Company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election, or his or her designee, may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once a secret ballot is received by the Inspector(s) of Elections, it shall be irrevocable.

D. Cumulative Voting for Election of Directors:

Cumulative voting for the election of Directors is authorized in any election at which more than two (2) positions are to be filled, provided that a Director candidate's name has been placed in nomination prior to the voting. No prior notice by any owners shall be required when cumulative voting is allowed as stated above. The ballot shall state that cumulative voting is in effect when more than two (2) positions are to be filled.

E. Reporting Election Results:

The results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all Members.

F. Custody of Ballots Before and After Election:

The sealed ballot at all times shall be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by Corp Code section 7527 for challenging the election has expired, at which time custody shall be transferred to the Association. The Management Company is appointed the ballot collector on behalf of the Inspector(s) of Election unless the Board of Directors or the Inspector(s) of Election specifies a different ballot collector.

The Inspector(s) of Election designate the location to store the counted ballots and outer envelopes to be the offices of the Management Company or a storage facility chosen by the Management Company. If there is no Management Company, the Inspector(s) of Election or the Board of Directors shall designate a storage location for the counted ballots and outer envelopes. All counted ballots and outer envelopes shall be stored in a security envelope signed by the Inspector(s) of Election.

G. Challenges to Votes and Recounts:

If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representatives. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.

H. Ties:

In the event of a tie vote the candidates may agree among themselves who will serve. If no agreement is reached, the tied candidates may flip a coin (for a two-way tie only) or draw names or straws, or agree to another method to break the tie. The method selected must be approved by the Inspector(s) of Election and the tied candidates. If no tie-breaking method is approved, a run-off election will be held between only those candidates who were tied for the open seat. Nominations are not reopened.

RIGHETTI RANCH MAINTENANCE CORPORATION

COLLECTION POLICY

A description of the Association's policies and practices in enforcing lien rights or other legal remedies when a Member defaults in the payment of assessments.

Prompt payment of assessments by all Owners is critical to the financial health of the Association, to the enhancement of the property values of our homes and for the health, safety and welfare of the Owners and tenants. Assessments are the lifeblood of the Association. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (the "CC&R's"), the California Civil Code, and other statutes to enforce the Owner's obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly-adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R's and Article 2 and 3 of Chapter 8 of the Civil Code, the following are the Association's assessment practices and policies:

1. **Obligation to Pay Assessments:** Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the Owner of the property at the time the assessment or other sums are levied. (Civil Code Section 5650(a))
2. **Due Dates:** Regular monthly assessments are due and payable on the first day of each month. All other assessments, including special assessments, are due and payable on the date specified by the Board in the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. **Application of Payments:** Any payments made shall be first applied to assessments owed, and only after the assessments owed are paid in full shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner indicates the payment is to be applied in a different manner, or the Owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. **Partial Payments:** If a partial payment is received which is less than the unpaid balance owed on the Member's account, including the collection charges, the Association may elect to accept partial payment. Acceptance of a partial payment shall not act as a waiver of the Association's right to require payment of all sums and to continue any legal collection action as provided under California Civil Code.
5. **Late Charge:** Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of \$10.00 or 10% of the delinquent assessment, whichever is greater.
6. **Interest Charges:** An interest charge at the rate of 12% per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and costs of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
7. **Special Assessment Accelerated Payment:** If a special assessment is payable in instalments and an instalment payment of that special assessment is delinquent for more than thirty (30) days, at the option of the Association, all instalments may be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late

charge, interest, and other charges as provided herein.

8. **First Notice of Past Due Assessment:** A first notice of past due assessments (an account statement or late letter) will be prepared and mailed after an assessment becomes delinquent.
9. **Pre-Collection Letter:** The Association may, but is not obligated to, send a Pre-Collection letter. The Pre-Collection letter will notify the Member of the cost of a Pre-Lien letter and state a date when full payment is due to avoid the cost of a Pre-Lien letter. The Association will charge a fee to the Owner for this letter.
10. **Pre-Lien Letter:** If an assessment is not received within thirty (30) days after the assessment becomes delinquent, the Association or its designee (in the event the account is turned over to a collection agent), shall have the sole discretion to send a Pre-Lien letter, at that time or a later date, to the Owner as required by Civil Code Section 5660, by certified and first class mail, to the Owner's mailing address of record advising of the delinquent status of the account and impending collection action. The Owner will be charged a fee for the Pre-Lien letter.
11. **Informal Dispute Resolution:** Prior to the recording of a lien, Owners that are delinquent will be sent a Pre-Lien letter that will include an offer by the Association to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the Pre-Lien letter, pursuant to the Association's "meet and confer" program required by Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code.
12. **Filing a Lien and Charges:** If an Owner fails to pay the amounts set forth in the Pre-Lien letter within thirty (30) days of the date of that letter, the Association or its designee, will record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the Owner's property. Prior to the recording of a lien, the Board of Directors will approve recording of the lien in open session at a regular or special board meeting of the Board of Directors.

The Owner will be charged for the fees and costs of preparing and recording the lien. Thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure.

(Civil Code Sections 5673, 5675, 5700, 5705, 5710, 5715 and 5720.)

13. **Money Judgements:** The Association reserves the right to collect delinquent assessments, charges, and attorney fees in any other legal manner without foreclosing on the property, such as a personal money judgment, via a Superior Court or Small Claims action.
14. **Verification of Amount Owed:** An Owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333. In the event it is determined that the Owner has paid the assessments on time, the Owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
15. **Payment Plan:** Any Owner who is unable to pay assessments will be entitled to make a written request for a payment plan to be considered by the Board of Directors. An Owner may also make a written request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plans. The approved payment plan shall be in writing and signed by the Owner. The Association, or its collection agent, may charge a fee for the monitoring of an approved payment plan.

16. **Right to Proceed with Collections:** Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
17. **Release of Lien:** Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. Once the payment has been received, the Association will release the lien within twenty-one (21) days. The Association will provide the owner with a copy of the release notice. The owner shall pay a reasonable charge for the preparation of and recording of the lien release.
18. **Notice of Change in Charges:** All charges listed herein are subject to change upon thirty (30) days prior written notice.
19. **The mailing address for overnight payment of assessments is:**

**Righetti Ranch Maintenance Corporation
2429 Professional Parkway Suite 102
Santa Maria, CA 93455**

20. **Limitation on Foreclosure Action:** The Association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one (1) year in arrears.
21. **Notice to Foreclose and Request for Resolution:** Prior to commencing foreclosure, the Association will serve a Notice to Foreclose which will include an offer to engage in informal dispute resolution (IDR) upon receipt of a written request by the Owner within forty-five (45) days of the offer of such IDR, pursuant to the Association's "meet and confer" program required by Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code. The Board will also offer to engage in formal Alternative Dispute Resolution (ADR) with a neutral third party pursuant to Civil Code Sections 5925-5965.
22. **Board Approval of Foreclosure Action Required:** Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the minutes of the next regular session meeting of the Association without identification of the name of the individual.
23. **Right of Redemption:** All foreclosures shall be subject to a ninety (90) day right of redemption from the date of recordation of the Certificate of Foreclosure.
24. **Secondary Address for Fiscal and Collection Matters:** Owners are entitled to give the Association a secondary address for both fiscal matters and collection matters. Fiscal second address notices must be served on the Association by first class mail. Collection second address notices must be served on the Association in a way that shows that the Association received it. (i.e., Fed Ex, certified, or registered mail.) The Owner must state, in writing, what the second address is to be used for, i.e., fiscal or collection second address.
25. **Suspension of Privileges:** In addition to collection actions, the Board of Directors has the right and authority to suspend voting rights, use of the common area buildings and recreational facilities, cable television service, common area parking, and any other privileges allowable by Law and the Governing Documents. Prior to suspending any privileges, the Board of Directors will notify the Owner and hold a hearing in compliance with the Law and the Governing Documents.

RIGHETTI RANCH MAINTENANCE CORPORATION

ASSESSMENTS AND FORECLOSURE NOTICE

This notice outlines some of the rights and responsibilities of Owners of property in common interest developments and the Association 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 fifteen (15) days after they are due, unless the Governing Documents provide for a longer time. The failure to pay Righetti Ranch Maintenance Corporation 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 twelve (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 Righetti Ranch Maintenance Corporation. (Section 5675 of the Civil Code)

At least thirty (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 twenty-one (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)

RIGHETTI RANCH MAINTENANCE CORPORATION

ANNUAL POLICY STATEMENT

In compliance with California Civil Code §5310 the association is providing the following disclosures to the members.

- 1) The Board of Directors has designated their management company to receive all communication on behalf of the association. Please send all communication to the following address:

The Management Trust
1400 Madonna Road
San Luis Obispo CA 93405

- 2) Pursuant to Civil Code Section 4040(b), an owner has the right to submit, in writing, a secondary address to the association's management company for the purpose of receiving (1) annual reports the Association is required to provide and for (2) mailings and notices related to assessment payments, delinquencies and foreclosure at an additional address.
- 3) The Board of Directors has designated the following location for posting of a general notice to the members: No location has been approved. All correspondence will be sent by mail or, with an owner's consent, by email.
- 4) Pursuant to Civil Code 4045(b), upon receipt of a written request to the association's management company, an owner may receive General Notices by Individual Delivery.
- 5) In accordance with California Civil Code 4950 homeowners have the right to copies of the minutes of meetings of the Board of Directors excluding executive session minutes. Minutes of all Board of Directors meetings are kept on file at the office of the association's management company and will be made available within 30 days of a meeting. Minutes may be viewed or obtained during regular business hours, by giving reasonable notice, to the association's management company. The association may require reimbursement of the association's costs for making that distribution.
- 6) Pursuant to Civil Code 5730 the statement of assessment collection policies is included in this packet beginning on page 37.
- 7) The association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments is included in this packet titled Collection Policy.
- 8) The association's discipline policy, including a schedule of penalties for violations of the governing documents is included in this packet titled Discipline and Dispute Resolution Procedures of Righetti Ranch Maintenance Corporation and Rule Enforcement Policy, Hearing Procedure, and Fine Schedule.
- 9) A summary of dispute resolution procedures:

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or

another member of the association regarding enforcement of the governing documents or the applicable law.

Members are also entitled to enact the Association's "Internal Dispute Resolution Procedure." If your association has approved an Internal Dispute Resolution Procedure, it is included in this packet. If your association has not approved an Internal Dispute Resolution Procedure, the association follows the Statutory Dispute Resolution Procedure as stated in Civil Code Section 5915.

10) Pursuant to Civil Code 4765 the association has adopted an Architectural Review Procedure. This policy is included in this packet.

11) The mailing address for overnight payment of assessments is:

Righetti Ranch Maintenance Corporation
2429 Professional Parkway, Suite 102
Santa Maria, CA 93455

12) Any other information that is required by law or the governing documents or that the board determines to be appropriate for inclusion.

RIGHETTI RANCH MAINTENANCE CORPORATION

IMPACT OF PETS ON WILDLIFE & WILDLIFE ON PETS

As a condition of approval for the Righetti Ranch Development, the City of San Luis Obispo requires that the Righetti Ranch Master Homeowner Association notify members of the potential impact that domestic dogs and cats may have on the wildlife around the Association. Conversely, there are coyotes in the area that may harm domestic dogs and cats.

Wildlife is vulnerable to dog and cat attacks for many reasons but the primary one being that domestic pets are not a natural part of their wild habitat. Wildlife in urban and suburban areas are greatly impacted as they live in close proximity to dogs and cats.

Please keep your pet(s) within your yard area. All dogs must be on a leash if they are not in their enclosed yard area. Do not allow your dog(s) to be off leash along the trails, wetland areas, or on the hillside.

Dogs typically capture more mammals than birds and are known to attack wildlife such as raccoons, squirrels and deer.

Wildlife can also be a danger to domestic pets. Wild animals carry diseases, viruses and bacteria like rabies, leptospirosis, ringworm, E-coli, Brucellosis, distemper, and parvovirus that can be transmitted to pets if they come into contact with them or their feces.

Coyotes are known to be in the area of the development. Domestic cats and small dogs are vulnerable to coyotes. On rare occasions coyotes can be harmful to humans.

Here are some actions you can take to protect your pets and wildlife:

- Keep your cats indoors or in an enclosure like a catio.
- Keep your dogs in a fenced yard. Dogs must be on a leash when outside.
- Leash-train your cat.
- Do not let your dog harass wildlife.
- Be sure your pet is up to date on vaccinations and is spayed or neutered.
- Only feed your companion animals indoors so as to not attract wildlife.
- If you still decide to allow your cat to roam free do not put a bell around its neck. Birds and other wildlife do not know what the bell means. Make your cat more visible by using a collar from birdsbesafe.com.

RIGHETTI RANCH MAINTENANCE CORPORATION

Violation Report Form

Return to: The Management Trust • 1400 Madonna Rd. • San Luis Obispo, CA 93405

The following information is required in order to process this form. Please note that anonymous complaints will not be acknowledged.

Your Name: _____

Address: _____ Daytime Phone: _____

Email Address: _____

Violation information

Please provide the name (if known) and address of the home where the violation is alleged to be taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then signatures of homeowners representing two separate Units, within the community, may be required to initiate the Association's violation procedure.

1) Homeowner name: _____

Address: _____ Phone: _____

2) Homeowner name: _____

Address: _____ Phone: _____

RIGHETTI RANCH MAINTENANCE CORPORATION

ARCHITECTURAL SUBMITTAL FORM

Return to: The Management Trust • 1400 Madonna Rd. • San Luis Obispo, CA 93405

Please refer to Architectural Procedures and Rules in this Handbook and the CC&R's for complete instructions on submitting plans.

Name: _____ **Date:** _____

Property Address: _____

Mailing Address (if different from above): _____

Email Address: _____

Home Phone: _____ **Business Phone:** _____

I. Proposed Improvement Information

Describe the proposed improvement/s in detail: _____

II. Documents and Fees Required for Submittal:

- ☐ \$160.00 Landscape Design Review Fee (Additional fees may be required for structural improvements such as additions to your home, or as determined by the DRC).
- ☐ Two (2) copies of this application form
- ☐ Two (2) full sets of plans to include site plan with all relevant dimensions clearly indicated
- ☐ Color, Size and Materials of proposed improvement
- ☐ Irrigation, drainage and plan specifications for landscape Improvements
- ☐ Photos of home's front elevation and area of proposed improvement

Design Review Committee Use Only

☐ **Approved** ☐ **Approved w/ Conditions** ☐ **Denied**

Conditions of Approval/Reason for Denial:

Date: _____ **Signature:** _____

RIGHETTI RANCH MAINTENANCE CORPORATION

Notice of Completion Form

TO BE SUBMITTED WITHIN 15 DAYS OF COMPLETION OF APPROVED IMPROVEMENTS

Return to: The Management Trust • 1400 Madonna Rd. • San Luis Obispo, CA 93405

Homeowner Name: _____

Address: _____

Phone: _____

_____ Installed per my submitted and approved application

Summary of Completed Improvements

Attachments (check box to indicate they have been enclosed):

- ☐ Copies of photographs of all Improvements included. Please note that Notice of Completion form is not complete if photographs of improvements are not enclosed.

Signature: _____ Date: _____

By signing this form, the Homeowner is stating that improvements have been completed in accordance to the scope and specification of the approved Architectural Application and in accordance with the Community's Architectural Guidelines.

RIGHETTI RANCH MAINTENANCE CORPORATION

NOTICE OF AUTHORIZED ANTENNA AND SATELLITE DISH INSTALLATION

To be submitted within 15 days of completion of installation

Return to: The Management Trust • 1400 Madonna Rd. • San Luis Obispo, CA 93405

Name: _____ Date: _____

Address: _____ Unit: _____

Home Phone: _____ Business Phone: _____

Email Address: _____

Authorized Antenna and Satellite Dish Agreement:

I, _____ (Insert Your Name), have read the Association's Authorized Antenna and Satellite Dish Policy (*Rules and Regulations, Section 9*) and agree to install the device per the requirements.

The device was installed on _____ (Insert Install Date).

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the authorized antenna or satellite dish device and must repair any and all damage to the area where the antenna was installed, including all areas of wiring, etc.

Signature

Date

Association and Management Use Only

☐

IN COMPLIANCE

☐

NOT IN COMPLIANCE

Corrections Required: _____

Signature: _____ Date: _____