

Gold Mountain HOA Hazardous Fuel Treatment Program Enforcement Policy

Article 4, Section 4.2 of the Second Restated Master Declaration of Covenants, Conditions and Restrictions of Gold Mountain (the "CC&Rs") and Article 8, Section 8.2 of the CC&Rs obligate Owners to maintain their Lots so as to prevent them from becoming a fire hazard. Article 4, Section 4.14 of the CC&Rs prohibits Owners from allowing excessive forest debris and brush accumulation that contribute to hazardous fuel loads that increase the risk and danger from wild fires to accumulate on any Lot, as determined by the Board or the Firewise Committee. Pursuant to Article 4, Section 4.25(a) of the CC&Rs, maintenance by the Owner of each Lot or parcel must include removal of dead trees and such vegetation control as may be reasonable for fire prevention purposes. Pursuant to Article 4, Section 4.29 of the CC&Rs, Owners and occupants are prohibited from permitting any condition to exist on their Lots which creates a fire hazard.

The Association is authorized by Article 5, Section 5.5 of the CC&Rs to establish and enforce rules and regulations, as the Board deems necessary for the maintenance and operation of the Development. The rules and regulations may establish minimum standards for the maintenance of the properties. The Board has adopted standards for fuel treatment as specified in the Gold Mountain Hazardous Fuel Treatment Program approved on March 21, 2015.

The Board of Directors believes that the vast majority of home and lot owners will comply with the standards for fuel treatment as specified in the Gold Mountain Hazardous Fuel Treatment Program. There will be a small minority who either cannot or choose not to comply. The Board will collaborate with owners who have difficulty complying by extending deadlines on an individual case basis when warranted. For those owners who are not in compliance and/or whose appeal to the Board has been denied, the following enforcement remedies will be available to the Board to use in their sole discretion as needed.

The Board may, but is not obligated, to send a certified letter or other written communication to the owner informing them of conditions on the Owner's Lot that may be non-compliant. The Owner may be directed to take action to address the identified conditions within a specified time period and/or to submit a written plan with a specific timeline by which the conditions will be addressed.

Either at the end of the time period specified in any communication from the Board for correction of potentially non-compliant conditions, or in lieu of providing the written communication described in the preceding paragraph, the Board may provide written notice to the Owner of non-compliance with Civil Code Section 5850 and Article 8, Section 8.1.4 of the First Restated Bylaws of Gold Mountain Homeowners Association (the "Bylaws") that the Board will meet to consider or impose discipline upon the Owner. The notice shall contain at least (i) the date, time and place of the meeting, (ii) the nature of the alleged violation for which the Owner may be disciplined, and (iii) a statement that the Owner has the right to attend the meeting and may address the Board at the meeting.

Based upon the determinations made by the Board as a result of the meeting described above, disciplinary action, including but not limited to the following, may be imposed against an Owner:

1. Imposition of sanctions pursuant to Article 10, Section 10.5 of the CC&Rs;
2. Require work to correct all non-compliant conditions on the Lot within a specified time period.

If the Owner fails to comply, the Association may initiate alternative dispute resolution in compliance

with California Civil Code Section 5935 and Article 10, Section 10.8 of the CC&Rs. The Association may also pursue enforcement through legal action for declaratory and/or injunctive relief.

3. Pursuant to Article 3, Section 3.5 and Article 8, Section 8.7 of the CC&Rs, and Article 8, Section 8.1.8 of the Bylaws, the Association is entitled to enter any Lot to perform maintenance upon a Lot which is not performed by its Owner. The Association may cause the appropriate work to be done in compliance with Article 4, Section 4.25. The Association will be entitled to reimbursement from the Owner for the costs of the work and related expenditures.

If the Association takes any action to enforce any provisions of the Governing Documents, as described above or otherwise, or determines that any Owner has violated any provision of the Governing Documents, the Association may be entitled to recover the full amount of all costs incurred, including attorneys' fees. The Association may levy a Reimbursement Assessment pursuant to Article 6, Section 6.7.

Adopted 5.20.2017