

Riviera West Country Club

Governing Documents

2022

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

Riviera West Country Club

Governing Documents

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Recorded August 26, 1969
Book 603 of Official
Records of Lake County
At page 214

**DECLARATION OF RESTRICTIONS, CONDITIONS,
COVENANTS, AGREEMENTS AND CHARGES
RIVIERA-WEST, UNIT NO. 2**

THIS DECLARATION, made this 25th day of August, 1969, by CUSTOM PROPERTIES, INC., a Washington corporation, herein referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described lots as set forth on that certain map entitled "Riviera-West, Unit No. 2", consisting of Four (4) sheets marked respectively, "Sheet 1 of 4 sheets", Sheet 2 of 4 sheets", Sheet 3 of 4 sheets" and Sheet 4 of 4 sheets", which map was recorded in the Office of the County Recorder of Lake County, California, on July 15, 1969, in Volume 11, pages 26, 27, 28 and 29 inclusive, of Maps:

Block	Lots
14	1-105 inclusive
15	1-19
16	1-39
17	1-33
18	1-23
19	1-34
20	1-10
21	1-7
22	1-13
Parcel A and Parcel B	

and

WHEREAS, the several lots above described in said Unit No. 2 comprise in the aggregate a single subdivision unit to which it is desired to apply this Declaration and, accordingly, for purposes of convenience said entire unit will be referred to as "lots" or "lot", except in those instances where it is necessary to describe or identify a specific lot or lots, in which event they will be referred to by lot and block number as shown on said map; and

WHEREAS, it is the desire and intention of Declarant to sell the above-described real property and to impose upon it mutual, beneficial restrictions, covenants, conditions and charges under a general plan or scheme of improvement for the benefit of all the lands in said unit and the future owners of said lands;

NOW, THEREFORE, Declarant hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the said real property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and every part thereof and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof;

I TERM

All of the provisions, restrictions, conditions and covenants set forth herein shall affect each and all of the above-described lots delineated on said map, shall run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recordation hereof, after which time the same shall be extended for successive periods of ten (10) years each; provided, however, that at any time before or after said twenty-five (25) year period has expired, said provisions, restrictions, conditions and covenants may be modified or discontinued by the vote of the then record owners of a majority of the lots covered thereby.

II MUTUALITY OF BENEFIT AND OBLIGATION

All said restrictions, conditions, covenants, provisions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot shown on said maps and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all other lots shown on said maps; to create reciprocal rights between the respective owners of all of the lots on said maps; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each lot in said subdivision, his heirs, successors or assigns, operate

as covenants running with the land for the benefit of each and all other lots in said subdivision and their respective owners.

III USE AND IMPROVEMENT

Each and every one of said lots shall be improved, occupied and used for the respective purposes and permitted uses as follows:

- (a) All of said lots of the subdivision above described may be used for single family residence dwellings not to exceed one (1) story in height and garage or facilities for not more than two (2) automobiles.
- (b) The following lots, in addition to the uses set forth and permitted in subparagraph (a), above, may be used for two (2) attached residence dwelling units not to exceed one (1) story in height and garage or facilities for not more than two (2) automobiles per dwelling unit:

Block	Lots
14	2 through 29
14	35 through 41
14	47 through 53
15	2 through 11
16	23 through 39
18	15 through 23
19	20 through 34
22	13

- (c) Parcels "A" and "B", in addition to the uses set forth and permitted in subparagraphs (a) and (b) above, may be used for water storage facilities and for recreational, social and country club purposes.
- (d) Set-backs on each side from the sidelines shall be ten percent (10%) of the total frontage. Front and rear set-backs shall be twenty (20) feet from the front and rear lines of each lot; provided, however, that in the event of any conflict between these requirements and any others later imposed by a governmental authority, such others shall govern;
- (e) No building or structure shall be constructed with plumbing fixtures, dishwashers, toilets or sewage disposal systems unless the same are connected to a septic tank, or established system;

- (f) No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot or lots; provided, however, that the Architectural Control and Planning Committee, herein provided for, may grant permission for such temporary buildings or structures for storage of materials during construction by the persons doing such work; and
- (g) The work of constructing, altering or remodeling any building or any lot or lots shall be prosecuted diligently from the commencement until the completion thereof.

IV ARCHITECTURAL CONTROL AND PLANNING COMMITTEE

All plans and specifications for any building, swimming pool, fence, wall or other structures whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs and exterior color schemes thereof, any later changes or additions thereto after initial approval thereof and any remodeling, reconstruction, alterations or additions to any building or other structure on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control and Planning Committee (herein called "Committee"), as the same is from time to time composed.

The committee shall be composed of three (3) members to be appointed initially and as vacancies occur by the Board of Directors of the Riviera-West Country Club. The Committee may appoint advisory committees from time to time to advise it on matters pertaining to the subdivision. There shall be submitted to the Committee two (2) complete sets of plans and specifications of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained on any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location of the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed color schemes for roofs and exteriors thereof.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval, or disapproval, considered thereon, shall be returned to the person submitting them and the other copy shall be retained by the Committee.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it as aforesaid in the event such plans, specifications and details are not in accordance with all of the provisions of this

Declaration, if the design or color schemes of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee. The decisions of the Committee shall be final.

In addition, prior to the commencement of construction of any structure on any lot, approval shall be secured, by the owner of such lot, from the Lake County Building Department, Health Department, Road Department and any other County Department or agency which may require approval.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

V PETS AND OTHER ANIMALS

No horses, cattle, hogs, sheep, goats, poultry, rabbits or livestock of any description may be kept or permitted on the property with the exception of dogs, cats and other animals which are qualified household pets and which do not make objectionable noise or constitute a nuisance or inconvenience to owners of other lots nearby. No raising, breeding, training or dealing in dogs, cats or any other animals may be permitted on or from any lot.

VI MINIMUM SIZE OF BUILDINGS

Every building constructed on any lot shall have not less than twelve hundred (1200) square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, and other buildings) and shall be of single story construction.

The Committee shall have the authority to set up regulations as to height and size requirements for all other types of buildings and structures, including fences, walls, copings, etc.

VII VARIANCES

The Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that this is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhoods. Variances and adjustments of height, size and set-back requirements may be granted hereunder.

The Committee may also determine and allow in the respective classifications of lots, additional uses which are of the same character.

In the event there shall be governmental regulations which conflict with or prevent works of construction or improvements in the manner as required by the within regulations, these circumstances shall be deemed to constitute practical difficulties justifying allowances of variances and adjustments of said regulations in order to prevent unnecessary hardship; provided, however, that in every instance the variance or adjustment shall not be materially detrimental or injurious to property or improvements in the neighborhood.

VII FENCES AND BOUNDRY PLANTING

No wall, coping or fence exceeding six (6) feet in height measured from the adjoining ground surface inside the wall may be erected or maintained on any lot except as herein provided. Boundary planting along side and rear lot lines, except trees with single trunks, shall not be permitted to grow higher than eight (8) feet.

IX SIGNS

Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

The following was added January 4, 2024:

GUIDELINES FOR PLACEMENT OF ELECTION AND POLITICAL SIGNAGE

Per Civ. Code 4515(b)(1), Code 4515(b)(2), Civ. Code 4710, Civ. Code 799.10,
& Civ. Code 1940.4(d)

1. Election signage may be placed on an owner's own parcel. Signs may not be posted on any other parcels without an owner's permission
2. Signs may not be posted on any common property of the homeowner's association or on any county road right-of-way.
3. Signs are limited to no more than nine (9) square feet in size.
4. Signs may be placed no more than 90 days before an election and must be removed within 15 days after the election. No more than two signs may be posted on any one parcel at a time.
5. Signs are prohibited that are painted on an architectural surface or that include any building, landscaping or decorative components.

X

**CHARGES AND ASSESSMENTS BY
RIVIERA WEST COUNTRY CLUB**

All of the lots in said subdivision shall be subject to reasonable annual charges and/or assessments for each twelve (12) month fiscal period July 1 to June 30. Said charges and/or assessments shall be levied by Riviera-West Country Club, a California non-profit corporation (hereafter called "Club"), by resolution of its Board of Directors and shall be and remain a lien upon such respective lot until paid. Such charges and assessments shall not exceed fifty dollars (\$50.00) per lot per year unless any such excess shall be approved by the vote of at least a majority of the voting power (*i.e. the Board of Directors*) of all members of the Club. Upon the adoption of any such charge or assessment, such Club shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the Office of the County Recorder of Lake County, California.

Said notice shall embody said regulation and state the rate of such charge or assessment, the time payable and when it becomes a lien. When charges and assessments are paid, the Club shall from time to time execute, acknowledge and record in the Office of the County Recorder of Lake County, California, a release or releases of lien with respect to the lots for which payment has been made. Full receipts shall be issued to lot owners paying such charges and assessments.

Each owner of a lot or lots in the subdivision shall by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same,

whether from Declarant or a subsequent owner of such lot or lots, bind himself, his or her heirs, personal representatives and assigns to become a member of the Riviera West Country Club and to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including interest on such charges and assessments and collection costs thereof, if any, including attorneys' fees; and the obligation to pay such charges, assessments interest and costs thereby constitutes an obligation running with the land.

All liens herein provided for shall be enforceable by foreclosure proceedings, in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that by the acceptance of a deed for any lot or lots by the signing of a contract or agreement to purchase the same, whether from Declarant or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and of homestead in such lot or lots with respect to foreclosure of such liens. No proceedings for foreclosure of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien becomes due and payable.

Liens of first mortgages and/or first trust deeds placed upon any of said lots for the purpose of constructing a residence or any other improvement thereon are recorded in accordance with the laws of the state of California, shall be, from the date of recordation of such, superior to any and all such liens provided for herein.

The charges and assessments levied hereunder shall be uniform throughout the property subject hereto and the funds arising from such charges and assessments, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the said Club in furthering and promoting the community welfare of lot owners in the subdivision, all as set forth and provided in said Club By-laws.

XI RESERVATION OF UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded map. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

XII APPEARANCE OF LOTS, REMOVAL OF TREES

Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any lot or road except as necessary during the period of construction.

All clotheslines, service yards, woodpiles and storage piles shall be walled in or kept screened by adequate solid fencing or walls in such manner as to conceal them from neighboring lots and roadways.

No lot shall be used in whole or in part for the storage of any property or thing that will cause such lot to appear in an unclean, disorderly or untidy condition or that will be otherwise obnoxious. No obnoxious or offensive activity shall be carried on upon any lot or shall be done, placed or stored thereon which may be or become an annoyance or nuisance to the neighborhood or occasion any noise or odor which will or might, disturb the peace, quiet, comfort or serenity of the occupants of nearby lots.

No trees shall be removed without first obtaining written consent of the Committee.

XIII REMEDIES FOR VIOLATIONS

All provisions, conditions, restrictions and covenants herein shall be binding on all of the lots in the subdivision and the owners thereof, regardless of the source of the title of such owners, and any breach thereof, if continued for a period of thirty (30) days from and after the date that the Club, or its successors or assigns, or any other property owners, shall have notified in writing the owner or resident in possession of the lot upon which or as to which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the Club, its successors or assigns, or other lot owner, to any court of law or equity having jurisdiction thereof for an injunction or other property relief, and if such relief be granted, the court may, in its discretion, award to the plaintiff in such action reasonable expense in prosecuting such suit, including attorney's fees.

Violation of any of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or portion thereof in the subdivision but such provisions, conditions, restrictions and covenants shall be enforceable against any portion thereof acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained after the acquisition of said property through, foreclosure or deed in lieu of foreclosure.

**XIV
GRANTEE'S ACCEPTANCE**

Each grantee of any of the properties included within this Declaration, by acceptance of a deed conveying title thereto, shall accept such title upon and subject to each and all of the restrictions, conditions, covenants and agreements herein contained, and also the jurisdiction, rights and powers of this Declarant, and by such acceptance, shall for themselves, their heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Declarant, and to and with the grantees and subsequent owners of each of said lots within the subdivision to keep, observe, comply with and perform said restrictions, covenants, conditions and agreements and each thereof.

**XV
NO RIGHTS WAIVED BY DELAY**

No delay or omission on the part of the Declarant, or its successors or assigns in interest, as owners of the reversionary rights herein specified, or the owner or owners of any lot or lots in said property, in exercising any right, power or remedy herein provided for in the event of any breach of any of the conditions, provisions, restrictions and covenants therein; and no right of action shall accrue, nor shall any action be brought or maintained by anyone whomsoever against Declarant, its successors or assigns, for or on account of its failure or neglect to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

**XVI
PARTIAL INVALIDITY**

In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

**XVII
REMEDIES CUMULATIVE**

The various right and remedies of Declarant and the owners of lots as hereinabove set out are and shall be cumulative. All of them may be used, relied upon, resorted to and enforced without in any way affecting the ability

of Declarant or the said property owners to use, rely upon, resort to or enforce the others, or any of them.

**XVIII
CAPTIONS**

The captions of the various paragraphs of this Declaration are for convenience only and are not part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

(SEAL)

CUSTOM PROPERTIES, INC.
By/s/ Edward De Felice, President
And/s/ Harriett Kay, Secretary

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On this 25th day of August, 1969, before me, Jean M. Enders, a Notary Public, in and for the State of California, duly commissioned and sworn, personally appeared Edward De Felice and Harriett Kay, known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same Custom Properties, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Francisco the day and year in this certificate first above written.

/s/ Jean M. Enders
My Commission Expires: November 15, 1972

(SEAL)

**ARTICLES OF INCORPORATION
OF
RIVIERA WEST COUNTRY CLUB**

(Filed in the Office of the Secretary of State of California on March 4, 1969)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation under the laws of the State of California and do certify:

FIRST: The name of the corporation is:

RIVIERA WEST COUNTRY CLUB

SECOND: The Corporation's purposes are:

- (a) Primarily to further and promote the community welfare of the owners of real property within the various units of the subdivision known as 'Riviera-West' located in Lake County, State of California; and to operate and maintain social and recreational facilities for the benefit of such owners and their families;
- (b) Generally to provide all types of services, facilities and improvements deemed useful, beneficial and helpful to said owners; to enforce restrictions, conditions, liens, charges and covenants pertaining to said property; to purchase, lease, construct, contract for, develop or otherwise acquire such property, real and personal, tangible or intangible, as may be necessary to or convenient to carry out said objects and purposes; to borrow or raise money or contract indebtedness by giving any form of obligation and security therefore; and to make and collect charges and assessments by which to further such primary objects and purposes;
- (c) To have and exercise all rights and powers, and to do any and all things that a corporation can do for the benefit of its members, all pursuant to the General Nonprofit Corporation Law of the State of California from time to time existing.

THIRD: This Corporation is organized pursuant to Part 1 of Division 2 of Title 1 of the Corporations Code of California (General Nonprofit Corporation Law).

FOURTH: the County in the State of California where the principal office for the transaction of business of the corporation is located in the County of Lake.

FIFTH:

- (a) The number of directors of the corporation is three (3);
- (b) The names and addresses of the persons who are appointed to act as directors until the appointment of their successors are:

Edward De Felice, 2122 - 49th S.W., Seattle, Washington
Michael A. Cappe, 93 Marinita Avenue, San Rafael, California
Harriett Kay, 1000 North Point, San Francisco, California

(c) The number of directors of the corporation may be changed either by an amendment to these articles or by amendment of the By-laws of the corporation.

SIXTH: Membership in the corporation shall be as determined by the By-laws. The corporation shall have no capital stock and shares therein shall not be issued. The interest of each member, which shall be equal to that of every other member, shall be evidenced by a certificate of membership issued by the corporation under the terms to be fixed by its By-laws. Failure to issue such certificate shall in no event affect the rights, privileges or liabilities of membership.

SEVENTH: No part of the net earnings of the corporation shall inure to the benefit of any member or individual.

EIGHTH: In the event of the dissolution or the winding up of the corporation, after paying or adequately providing for the debts and obligations of the corporation, the assets remaining shall be divided and distributed among the members in accordance with their respective rights therein.

IN WITNESS WHEREOF, the undersigned and above named first Directors of this Corporation have executed these articles of incorporation on December 20, 1968.

Edward De Felice
Michael A. Cappe
Harriett Kay

State of California
County of San Francisco

On the 20th day of December, 1968, before me, a Notary Public, for the State of California, with principal office in the County of San Francisco, personally appeared Edward De Felice, Michael A. Cappe and Harriett Kay, known to me to be the persons whose names are subscribed to and who executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

/s/ Jean M. Enders,
Notary Public
My Commission Expires November 15, 1972

(SEAL)

**BY-LAWS
OF
RIVIERA-WEST COUNTRY CLUB**

ARTICLE I

Name

The name of this Corporation is and shall be "RIVIERA-WEST COUNTRY CLUB" and for convenience shall be referred to hereinafter as the "Club."

ARTICLE II

Office

The principal office for the transaction of the business of the Club is hereby fixed and located at the Riviera-West general subdivision, County of Lake, State of California. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in said county. Any such change shall be noted on the By-laws opposite this section, or this section may be amended to state the new location.

ARTICLE III

Objects and Purposes

The objects and purposes of the Club shall be to further and promote the community welfare of owners of real property within the various units of the subdivision known as "Riviera-West" located in Lake County, State of California; and to operate and maintain social and recreational facilities for the benefit of such owners and their families. The Club shall be authorized to do whatever may be deemed necessary, conducive, incidental or advisable to accomplish and promote said objects or purposes, except carrying on a business, trade, avocation or profession for profit, including but not limited to:

- (a) Acquiring real or personal property by gift, purchase or other means;
- (b) Constructing, leasing, maintaining and operating community and recreational facilities at Riviera-West;
- (c) Improving and maintaining park or other public areas at Riviera-West;
- (d) Providing protective services to members and associate members;
- (e) Caring for vacant, unimproved or unkempt vacant lots, removing rubbish and unsightly growth therefrom and doing any and all other things necessary or desirable to keep them in a neat and orderly condition;

- (f) Enforcing any and all restrictions, covenants and conditions imposed at any time on the residential lots at Riviera-West for the general benefit of the owners thereof;
- (g) Paying all taxes, utilities, charges assessments and other levies upon property owned or managed by the Club;
- (h) Making and collecting charges and assessments by which to further the foregoing objects and purposes; and to do any other act or thing in any way connected with the foregoing or related to the objects and purposes of the Club.

ARTICLE IV Membership

Section 1. Membership in the Club shall be limited to the owners of not less than one (1) lot at Riviera-West. For the purpose of these By-laws, lots shall consist of those lots described and set forth in subdivision maps from time to time filed in the Office of the County Recorder of Lake County, California, relating to Riviera-West; lots resulting from the further subdivision of any lots set forth and described in any of said subdivision maps initially filed; and each unit of any apartment building , community or condominium, or other co-operative type multiple living facilities constructed at Riviera-West. A purchaser of any such lots under contract shall also be deemed to be an owner for purposes of these By-laws. A lot held as community property shall qualify the owners thereof for one (1) membership only in the Club, which membership shall be in the name of one person as manager of the community. Only one (1) of any number of co-owners of any such lot or lots shall be a member of the Club.

Section 2. All persons who become owners of lots at Riviera-West, as defined and described above in Section 1 of this ARTICLE III, shall, by reason of such ownership, become and hereby are made members of the Club.

Section 3. Notwithstanding the ownership of more than one (1) lot and the issuance of more than one (1) membership certificate to any one (1) person, each member in good standing shall have the same rights, privileges, liabilities and responsibilities as any other member, except that a member shall be entitled to one (1) vote at membership meetings for each lot at Riviera-West owned by each member.

ARTICLE V

Certificates of Membership and Transfer

Section 1. Certificates of membership in the Club shall be in such form as the Board of Directors shall designate and shall be issued over the signature of the President or Vice President and Secretary or Assistant Secretary. A certificate book shall be maintained which shall contain a margin on which shall be shown the number, date and name of the member, as set forth in the corresponding certificate.

Section 2. Certificates of membership shall be appurtenant to the lots at Riviera-West as above described in Section 1 of ARTICLE III of these By-laws and shall not be transferable except with the conveyance of the lot for which said certificate is issued. Such conveyance shall effect the transfer of the certificate appurtenant to that particular lot to its purchaser.

Section 3. Members shall be entitled to exercise all of the rights and privileges of membership, and they shall be subject to all of the obligations and liabilities of membership, without the actual issuance and possession of certificates of membership.

Section 4. Membership in the Club is not transferable or assignable except as specifically provided in these By-laws.

Section 5. All membership transfers shall be subject to a transfer fee of two hundred dollars (\$200.00) and to the payment of all indebtedness to the Club of the member whose ownership is transferred.

ARTICLE VI

Meetings of Members

Section 1. The annual meeting of the members of the Club shall be held at such hour and on such day during the month of May or June of each year, and at such place in Lake County, California, as shall be determined by the Board of Directors. The Secretary shall mail or deliver to each member written notice of the time and place of such meeting at least one (1) week prior to the time appointed therefore. Notice mailed to the last address given to the Secretary of the Club by any member shall be sufficient. If, for any reason, the annual meeting of the members shall not be held on the date hereinbefore designated, a delayed annual meeting may be called and held upon the giving of notice thereof.

Section 2. Special meetings of members may be called at any time by the President, a majority of the Board of Directors, or not less than twenty-five percent (25%) of the voting power of the members of the Club, to be held at a convenient place in Lake County, California. Upon receipt of a request in writing setting forth the purpose of such proposed special meeting, signed by the President, or a majority of the Board of Directors or

not less than twenty-five percent (25%) of the voting power of the members of the Club, the Secretary shall fix a time and place for such meeting, which shall be not less than ten (10) or more than thirty (30) days after the receipt of such request, and shall cause written notice thereof, setting forth the time and place and purpose of the meeting, to be given each member by personal delivery or by mailing to the last address given to the Secretary of the Club, at least three (3) days prior to the time fixed for such meeting; and if the Secretary shall neglect or refuse to issue such call, the President, Directors or members making the request may do so. A special meeting of the members may be held at any time without notice when all of the members are present in person or by proxy or when all of the members waive notice and consent in writing to the holding thereof.

Section 3. The presence in person or by proxy of twenty percent (20%) of the voting power of all members of the Club shall constitute a quorum for the transaction of business at any meeting of the members. Each member of the Club shall be entitled to one (1) vote for each lot at Riviera-West owned by such member. Proxies shall be signed and filed with the Secretary of the Club prior to the opening day of any meeting at which they are voted. Proxies shall be effective only for the meeting at which filed, unless by their express terms they are given a longer duration.

ARTICLE VII

Directors

Section 1. The business, property and affairs of the Club shall be managed by a Board of Directors composed of three (3) members. For a period of three (3) years from the date of issuance of the first membership in the Club to a qualifying member, the Directors of the Club shall be those individuals named as Directors in the Articles of Incorporation or their successors determined pursuant to Section 5 of this ARTICLE VII. Thereafter, the Directors shall be elected annually by the members of the Club at the annual meeting for a term of one (1) year and shall serve until their successors are elected and qualified.

Section 2. The Board of Directors shall have the general management and control of the business and affairs of the Club and shall exercise any and all of the powers that may be exercised or performed by the Club under the law, the Articles of Incorporation and these By-laws. The Board of Directors may make and enforce such rules and regulations as they deem necessary, conducive, incidental or advisable to accomplish or promote the objects and purposes of the Club and the use of its property, assets and facilities.

Section 3. Regular meetings of the Board of Directors shall be held immediately after the annual meeting of members and at such other regular times and places as may be established by a majority of the Board. Special

meetings may be called at any time by the President, a Vice President or any two (2) Directors at such times and places as shall be set forth in the notice thereof. At least twenty-four (24) hours' of such meeting shall be given to each Director, which notice may be given by telephone. The transactions of any meeting of the Board of Directors, however called and noticed and wherever held, shall be as valid as though effected at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each Director not present signs a written waiver of notice and/or consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the minutes of such meeting.

Section 4. A majority of the Directors shall constitute a quorum for the transaction of business, and a majority of such quorum shall determine any question except as otherwise provided by law, the Articles of Incorporation or these By-laws; provided, however, that if a quorum not be present, the majority of those Directors present may adjourn to such future time and place as they shall determine, notice of such adjournment to be given to each Director as herein provided for meetings of the Board of Directors.

Section 5. During the three (3) years period referred to in Section 1 of this ARTICLE VII, vacancies on the Board of Directors, whether caused by resignation, incompetency, death or otherwise, shall be filled by the remaining directors, even though less than a quorum. Thereafter, subject to the provisions of said Section 1 of this ARTICLE VII, vacancies shall be filled by the remaining Directors, even though less than a quorum or by the members of the Club at any meeting of the members held prior to the filling of such vacancy by the Board of Directors. A Director elected to fill any vacancy shall hold office for the unexpired term of his or her predecessor.

Section 6. Subject to limitations of the Articles of Incorporation, these By-laws and the General Nonprofit Corporation Law of California, and in addition to any powers therein granted, the Directors shall have the following specific powers, to wit:

First: To change the principal office for the transaction of business of the Club from one location to another; to prescribe the forms of the certificates of membership and to alter the form of the Club's seal and of such certificates from time to time as in their judgment they may deem best, provided such seal and such certificates shall at all times comply with the provisions of law.

Second: To authorize the issuance of certificates of membership of the Club from time to time upon such terms as may be lawful.

Third: To make and enter into contracts for any legal purpose; to borrow money and incur indebtedness for the purposes of the Club, and to cause to be executed and delivered therefore, in the Club's name,

promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.

Fourth: to appoint an Executive Committee and other committees, and to delegate to the Executive Committee any of the powers and authority of the Board in the management of the business and affairs of the Club except the power to adopt, amend, or repeal By-laws. The Executive Committee shall be composed of two (2) or more Directors.

ARTICLE VIII

Officers

Section 1. The officers of the Club shall be a President, a Vice President, a Secretary and a Treasurer. The Club may also have, at the discretion of the Board of Directors, one (1) or more additional vice presidents, one (1) or more assistant secretaries, one (1) or more assistant treasurers and such other officers as may be appointed in accordance with the provisions of Section 2 of this article.

Section 2. The officers of the Club shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors and two (2) or more of any officers, agents or employees may be combined in one person, except the office of the President and Secretary. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

Section 3. A vacancy in any office because of a death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 4. The Board of Directors may appoint, employ, terminate, discharge, fix the compensation and provide for the duties and powers of such officers, agents, and employees including removal with or without cause, as in the sole judgment of the Board shall be advisable subject to the provisions of this article and the provisions of written contracts of employment, if any. Any officer may resign at any time by giving written notice to the Board, or to the President or to the Secretary of the Club. Any such resignation shall take effect at the date of the receipt of such notice or at any other time specified therein; the acceptance of such resignation shall not be necessary to make it effective. Such resignations shall be governed by the terms of the employment agreement, if any.

Section 5. The President shall be the executive head of the Club and shall preside at all meetings of the Board of Directors and all meetings of the shareholders. The President, together with the Secretary, shall sign all

contracts, deeds, bonds and other obligations of the Club and other instruments authorized by the Board of Directors.

Section 6. A Vice president shall perform, in the absence of the President or in the event of the President's inability to act, the same duties and functions as are provided to be performed by the President. A Vice President shall also perform such other duties as from time to time may be assigned to him by the Board or by the President.

Section 7. The Secretary shall be the custodian of all records and documents pertaining to the Club and its property and shall keep fair and correct minutes and records of all meetings of shareholders and of the Board of Directors. The Secretary shall sign with the President where appropriate all contracts, deeds, bonds and other obligations of the Club, and other instruments authorized by the Board of Directors. The Secretary shall give notice of all meetings of shareholders of the Club and of the Board of Directors as set forth in these By-laws. If, at any meeting of the members of the Board of Directors, the Secretary shall be absent or unable to perform his duties, the President shall appoint a Secretary pro tem.

Section 8. The Treasurer shall receive and safely keep all monies and securities belonging to the Club and shall disburse the same under the direction of the Board of Directors. At each annual meeting of shareholders and at any other time when directed by the Board of Directors, he shall submit a report on the financial affairs of the Club and the status of all monies, funds, and assets then on hand or received and disbursed since the Treasurer's last report.

ARTICLE IX

Charges and Assessments

Section 1. For the purpose of securing funds to meet the capital outlays, operating expenses and other expenses required to accomplish the objects and purposes authorized in ARTICLE III of these By-laws, the Club shall be authorized to levy charges and assessments against each and every lot at Riviera-West as it may from time to time fix and establish as set forth in this ARTICLE IX. Such charges and assessments shall constitute liens on the affected lots and become the personal obligation of the respective owners of such lots from and after the time each such charge and assessment becomes due and payable and until the same is paid in full. A purchaser under a contract for purchase of a lot or lots at Riviera-West shall be deemed an owner for the purpose of these By-laws. Such lien or liens shall also cover interest on such charges and assessments and costs of collecting the same, if any, including attorney's fees. The authority to levy such charges and assessments upon lots at Riviera-West is granted to the Club by Custom Properties, Inc. as owner and developer, as part of the

declarations of conditions and restrictions imposed from time to time upon the respective subdivisions comprising Riviera-West and recorded in the Office of the Recorder of the County Recorder of Lake County, California. Such liens shall be superior to any and all other liens (except as provided in Section 7 hereof) at any time levied or imposed upon such lots. The validity of such charges and assessments against individual lots shall in no event be dependent upon the authority of the Club to determine and levy such charges and assessments against all such lots that may at any time exist at Riviera-West but such charges and assessments shall be valid to the extent that such authority has been granted to the Association.

Section 2. Each owner of a lot or lots at Riviera West shall, by the acceptance of a deed for such lot or lots or by the signing of a contract or agreement to purchase the same, whether from Custom Properties, Inc., or a subsequent owner of such lot or lots, bind himself, his or her heirs, personal representatives and assigns to pay all such charges and assessments as shall be determined and levied upon such lot or lots, including interest on such charges and assessments and collection costs thereof, if any, including attorney's fees, and the obligation to pay such charges, assessments, interests and costs thereby constitutes an obligation running with the land.

Section 3. Charges and assessments shall be determined and levied in equal proportions against each and every lot which is subject to such charges and assessments at the time such determination is made.

Section 4. Charges and assessments for each fiscal year July 1 through June 30 shall be established by resolution of the Board of Directors. Such charges and assessments shall not exceed Fifty Dollars (\$50.00) per lot per year unless such excess shall be approved by the vote of at least a majority of the voting power (*i.e. Board of Directors*) of all members of the Club.

Section 5. The Secretary shall mail or deliver to each member of the Club written notice of each charge or assessment and of the time and manner of paying the same, at least one (1) week prior to the time such charge or assessment shall become due and payable. Notice mailed to the last address given the Secretary of the Club by such member shall be sufficient. If a charge or assessment is made payable on a monthly or other installment basis, notice shall be mailed or delivered upon the initial levy of the charge or assessment but additional notices need not be sent as the individual installments thereof fall due.

Section 6. All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that by the acceptance of a deed for any lot or lots or by the signing of a contract or agreement to purchase the same, whether from custom Properties, Inc., or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and of homestead in such lot or lots

with respect to foreclosure of such liens. No proceeding for foreclosure of any such lien or liens shall be commenced except upon the expiration of four (4) months from and after the date the charge or assessment giving rise to such lien or liens becomes due and payable.

Section 7. Liens of first mortgages and/or first trust deeds placed upon any of such residential lots for the purpose of constructing a residence or other improvement thereon, which are recorded in accordance with the laws of the State of California shall be, upon the date of the recordation of such, superior to any and all such liens provided for herein.

Section 8. Title to any residential lot acquired under or by virtue of a proceeding for the enforcement of any lien or liability under these By-laws shall always be subject to all of the reservations, limitations, restrictions, covenants and conditions imposed upon said lots by contract of sale or deed from Custom Properties, Inc., or by declaration of Custom Properties, Inc., or the Club or by these By-laws.

ARTICLE X

Dissolution

In the event of the dissolution of the Club, each person who is a member shall receive his or her pro rata portion of the Club property and assets after all of the Club's debts and liabilities have been paid or provided for.

ARTICLE XI

Notice

Any notice required to be given pursuant to these By-laws shall be in a written notice, unless otherwise specifically provided herein. Such written notice may be given by depositing the same in the United States mail in an envelope, postage prepaid, addressed to the recipient at his or her last known address, and the time when the same shall be mailed shall be deemed the time of giving such notice. A written waiver of any notice, signed before or after the time stated in such waiver for holding a meeting, or attendance at a meeting shall be deemed equivalent to notice thereof required to be given by these By-laws.

ARTICLE XII

Amending or Repealing By-laws

New By-laws may be adopted or these By-laws amended or repealed only upon the vote or written consent of members entitled to exercise fifty-one percent (51%) or more of the voting power.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of RIVIERA-WEST COUNTRY CLUB, a nonprofit corporation organized under the General Nonprofit Corporation Law of California.
2. That the foregoing By-laws, comprising nine (9) pages, excluding this page, constitute the By-laws of said corporation as duly adopted at a meeting of the Board of Directors thereof duly held on the 7th day of May, 1969.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 7th day of May, 1969.

/s/ Harriett Kay
Secretary

(SEAL)

RIVIERA WEST COUNTRY CLUB

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RULES AND REGULATIONS

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RULES AND REGULATIONS

(PLEASE READ CAREFULLY AND KEEP THIS AS A PERMANENT REFERENCE)

Section 1. General Information

1.1 Membership in the Property Owners' Association is compulsory for each property owner in Unit #1 and Unit #2 of the Riviera West subdivision. Lots zoned R1 require one membership for each lot. Lots zoned R2 require one membership, except when they are developed into multiple dwellings, at which time multiple memberships will be required. Owners shall pay the annual assessment for each residential unit.

1.2 Restrictions and Privileges. The Riviera West Property Owners' Association clubhouse, pool and marina are for the use and pleasure of the owners.

1.3 Use of Facilities. The Association is a non-profit organization and facilities may never be used for commercial purposes. The Board of Directors will consider requests for the use of the facilities by any member for a specific function, so long as the function does not conflict with membership functions, established rules and regulations, bylaws or insurance restrictions. All requests must be made in writing directly to the Board, or its designated representative, for approval. Applications will be reviewed on a first-come, first-served basis.

1.3.1 Clubhouse

(a) A \$100.00 fee for the use of the building for each function or event is required.

(b) A \$200 cleaning deposit is required and will be refunded after a complete inspection has occurred. All fees are due in advance.

(c) Approval for use of the clubhouse does not include use of the swimming pool.

1.3.2 Pool/Marina Cards

(a) One card was originally provided to each owner. Cards are to be passed from owner to owner, at sale of property. One additional card may be purchased for \$100. Cost of replacement cards is \$100.00.

(b) If your card is lost or stolen, please report it to the office as soon as possible.

(c) If your dues or assessments are not current, after notice and the opportunity to be heard, your card will be blocked out and you will not have use of these facilities until paid in full.

1.4 Solicitation. Door-to-door soliciting within the community is not allowed.

Section 2. Tenants

2.1 Owners are responsible for any and all actions of their tenants.

2.2 Owners are responsible for all dues and assessments.

2.3 Tenants may have pool and marina privileges only if granted by the property owner, subject to the limitations of Section 1.2.

Section 3. Business Activities

3.1 All Residential Units shall be used, improved and devoted exclusively to residential use by a single family. No trade or business may be conducted on any lot or from any residential unit, except that an owner or tenant of a Residential Unit may conduct a business activity within a residential unit so long as;

3.1.1 The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the residential unit.

3.1.2 The business activity conforms to all applicable County zoning ordinances and/or requirements of the Association.

3.1.3 The business activity does not involve door-to-door solicitation of owners or tenants in the Association.

3.1.4 The leasing of a residential unit by the owner shall not be considered a trade or business within the meaning of this section.

Section 4. Fire Regulations

The rules in the next two sections are set forth with the goal of reducing wildfires, while preserving property values and the quality of life at Riviera West. Refer to the **Riviera West Fire Prevention Policy and Procedure** for specific requirements.

4.1 Riviera West is a "No Burn Zone". No outdoor burning is permitted for lot clearing, construction or any other purposes at any time, except fires contained in barbeque grills, hibachis, chimineas and similar standard residential fire receptacles.

4.2 Owners, tenants, contractors and guests must observe fire regulations. Riviera West is in a high fire hazard area.

4.3 Owners are encouraged to plant trees and shrubs that will not create a greater fire hazard and maintain a safe distance from structures.

Section 5. Clearing of Lots

5.1 Lots in Riviera West shall be cleared of brush, dead trees, dry grass, and other combustible materials. Following an initial clearing as described in the following

sections, owners are required to clear any new offending growth/death annually. Annual maintenance is mandatory in the Kelseyville Fire Protection District.

5.2 Trees: Permission in writing from the Architectural Control and Planning Committee (ACP) is required before cutting live shrubs (such as manzanita, toyon, red-bud, etc.) with trunks larger than three inches in diameter. Lot owners in violation of the shrub cutting restriction shall be subject to an assessment of \$250.00 per shrub. Permission in writing from the ACP is required before cutting live trees with trunks larger than six inches in diameter. Lot owners in violation of the tree cutting restriction shall be subject to an assessment of \$500.00 per tree. This is not to deter lot clearing, but to have the ACP Committee aware of all activities pertaining to the lots within the Association. Larger trees are to be trimmed 6' to 10' from the ground to the lowest branches. All dead material must be removed and branches trimmed from roof and chimney areas.

5.3 Brush: Brush shall be reduced and thinned and must be cut to three inches or less from the ground with root balls left in place for soil stabilization. The point of removing brush is that it is a jump fuel between the light fuels (grass) and heavy fuels (trees). The intention is to stop a high-heat tree top fire from occurring.

5.4 Grass: All grasses and weed materials must be kept at a height of no more than three inches at any time during fire season as defined by the California Department of Forestry and Fire Protection.

5.5 Trees: Branches must be trimmed so that they are no closer than six feet from any structure, no closer than 2 feet to roadway pavement, and no closer than 12 feet from the ground.

5.6 Roof surfaces: No accumulation of needles, twigs, leaves or any other combustible material.

5.7 Clear cutting is not permitted: Clear cutting will cause erosion, due to the removal of root balls and soil-stabilizing vegetation. Mechanical clearing by heavy equipment of lots is not allowed, except immediately prior to construction of a home in the building footprint only. Owners or contractors are responsible for providing erosion control during all phases of construction.

5.8 All property owners are responsible for any contractors they hire to clear brush on their property. Contractors must be made aware of rules and regulations pertaining to lot clearing and must abide by the aforementioned rules and regulations. All cut brush, grass, and trees must be hauled away within seven days.

Section 6. Pets and Animals

6.1 County Ordinance Section 5.4 (a) requires all dogs to be leashed when off the owner's property. Therefore, dogs must be leashed when in the common

areas and owners must clean up after them. Absolutely no dogs are to be permitted to run loose in the community. This requirement includes pets and animals belonging to owners, tenants, contractors, guests and/or vendors.

6.2 Country Ordinance Section 5.3 states that pets are not to be a habitual nuisance by reason of barking, howling or making such other loud noises with such frequency and in such manner as to disturb the peace of the immediate neighborhood. Any pet found to be in violation of this ordinance will be reported to the County Animal Control Director or the Association.

6.3 Pets are not allowed in the clubhouse, bathrooms or pool area.

6.4 Wild animals. Capture, confinement, injury or killing of resident non-threatening wild game, animals, birds or reptiles, by anyone, is prohibited. Feeding of wild animals is prohibited. The only exceptions are where appropriate governmental approvals and/or permits have been obtained.

6.5 Household pets or animals must not molest deer or any other resident animals, birds or reptiles.

6.6 A reasonable number of household pets (dogs and cats) and a reasonable number of pets in cages or aquariums may be kept within an owner's property, so long as the same do not create a nuisance or health hazard. Animals are not allowed to be kept, bred or maintained for commercial purposes.

6.7 More information on animal and pets is listed in the Riviera West Declaration of Restrictions, page 7, Article V.

Section 7. Parking, Camping and Storage

7.1 Local ordinance and use permit prohibit overnight parking or camping at the clubhouse, marina or on a private lot.

7.2 No unused vehicles, RV's, boats, trailers, partially-wrecked junk vehicles or sizable part thereof, shall be permitted to be parked or stored on any Association common area or street within Riviera West. The definition of "street" shall include the unpaved "right of way" that exists from lot line to lot line. This does not preclude any owner from storing such vehicles in their garage.

7.3 Cul-de-sac or street parking is limited to 72 hours, per county ordinance. This includes all vehicles, including RV's, boats, trailers and other equipment.

7.4 All off-street RV's, boats, trailers and other equipment must be obscured by landscaping or approved fencing (six ft. max) from the view of streets, common areas and neighboring properties and must comply to Architectural Control Planning (ACP) guidelines.

7.5 Parking and storage of construction equipment is prohibited on any lot other than that which is currently being used for construction

Section 8. Pool Rules

8.1 Read and observe pool regulations. Family, guests and tenants are to be made aware of these regulations.

8.2 Use of the pool is for Riviera West owners/tenants and their guests up to a maximum of six users per pool card at any one time.

8.3 Entry card must be available as identification for use of the pool.

8.4 Toilet and shower facilities should be used before entering the pool.

8.5 Children under 18 must be accompanied by an adult.

8.6 Standard swimsuit attire only: no cutoffs, shorts, or pants.

8.7 Running, scuffling or horseplay inside the pool area is prohibited.

8.8 No large floats holding more than one person or rigid boards allowed in the pool.

8.9 Pets are not allowed in pool or pool area.

8.10 Glass containers are not allowed in the pool area. Broken glass in or near the pool area will require draining of the pool.

8.11 Food or snacks are not allowed in or near the pool. Food and snacks are allowed in table areas only, located at each end of the pool. No smoking inside or near the pool area.

8.12 Standing, sitting or otherwise playing with the shallow/deep end dividing rope is prohibited. The rope may be temporarily removed during lap swimming.

8.13 Playing with pool equipment is prohibited.

8.14 Pool users must clean up after themselves and place all refuse in the containers provided.

8.15 Radios are to be kept at low volume.

8.16 No skateboards, skates, bicycles or other vehicles in the pool area.

8.17 Adults, children or infants who are incontinent are not allowed in the pool; this means that children using the pool must be potty trained. Feces in the pool is a severe health hazard and requires pool closure.

8.18 Pool gate must remain closed at all times.

8.19 Lap swim time is designated for swimming laps only.

8.20 Pool/Marina access cards are for the owner, authorized guests and tenants use only and must not be shared or loaned to others.

8.21 No lifeguard is on duty. All persons use the pool and adjacent areas at their own risk.

Section 9. Marina

9.1 Parking lot #2 is provided for limited day storage of boats at owner's risk.

9.2 No overnight parking of vehicles is allowed.

9.3 Boat trailers must display current DMV License plate when using the marina facilities.

9.4 Approval for use of the marina does not include the exclusive use of the picnic area and dock area.

9.5 No overnight berthing. Day-time tying up of watercraft is limited to 4 hours.

9.6 No fires, barbeques or flame devices of any type on marina docks.

Section 10. Miscellaneous

10.1 Noise. Owners, tenants and guests shall exercise reasonable care to avoid making, or permitting to be made, loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, CD players, televisions, amplifiers and any other instruments or devices in such a manner as may unreasonably disturb other residents of Riviera West.

10.2 Construction hours are limited to 7 a.m. to 7 p.m. Monday thru Friday and 8 a.m. to 6 p.m. Saturday and Sunday.

10.3 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon, or adjacent to any lot, except such machinery or equipment as is usual or customary in connection with the use, maintenance or construction of a private residence or appurtenant structures within the properties.

No such machinery or equipment shall be operated in a manner that causes an unreasonable interference with the quiet enjoyment of the owners or occupants of neighboring lots. Such machinery and equipment may include power equipment, saws, generators, chippers, etc. Hours of operation are limited to 7 a.m. to 7 p.m., Monday thru Friday, and 8 a.m. to 6 p.m. on Saturday and Sunday.

10.5 Exterior lighting. No fixtures which illuminate and excessively glare onto any other lot shall be permitted. No unshielded spot/flood lights.

10.6 Use of bicycles, roller blades and skateboards is not permitted on the Clubhouse or Marina parking lots, or other common areas, at any time.

10.7 House Address: Residences shall display street address numbers that are easily readable from the street and kept in good repair. Numbers affixed to mailboxes shall suffice if the box is directly in front of the residence.

10.8 Smoking: Smoking of any kind is prohibited in all common areas including, but not limited to, the clubhouse, the marina, the pool and park areas.

10.9 Riviera West Park:

1. The park is provided for use by community members and HOA sponsored events.
2. The Park is open for use from 10 AM to 6 PM during Pacific Standard Time and 9 AM to 8 PM during Daylight Savings Time. Use of the park after dark is prohibited.
3. No more than 4 guests per parcel owner may use the park.
4. The park is not available for rental nor for use by large (8 or more) parties of members & guests unless sponsored by the HOA.
5. Dogs brought to the park must be on leash and under direct control of the owner at all times. Play is not permitted. Dog owners are solely responsible for collecting and carrying away all dog leavings.
6. The bocce ball and horseshoe courts shall be used on a shared basis according to a challenge process whereby new players may challenge the winner of the previous match.
7. Park users must completely collect and remove all their trash and materials.

Section 11. Fines and Penalties

11.1 Schedule of Fines in compliance with Section 1363.1 of the California Civil Code, the following is a schedule of fines to be levied against owners who violate the governing documents or Rules and Regulations of the Association. Fines are levied at a hearing scheduled before the Board of Directors, at which time the owner is given the opportunity to be heard. In addition to fines, the Association has the authority to restrict an owner's membership rights, seek a court injunction, as well as pursue any other remedy allowable under municipal, county and state law.

11.2 Legal fees: Any legal fees incurred by the Association to enforce implementation of these Rules and Regulations, when an owner is non-compliant, will be the responsibility of said owner and will not be borne by the general population of property owners. Owners are responsible for their tenants.

11.3 Violations: Non-threatening to health, life, or property: \$250, per month, for each violation. For example barking dog, parking violation, clear cutting of lots or clearing other than immediately prior to construction, etc.

Violations: Threatening to health, life or property: \$500, per month, for each violation. For example, allowing an aggressive dog to roam, failure to repair a water leak on the property or failure to clear lots as required for fire prevention, etc.

Section 12. Architectural Rules and Regulations

See **ARCHITECTURAL GUIDELINES TO BUILDING** for specific rules, regulations and processes. Also available at www.rivierawesthoa.org.

Riviera West Country Club

Delinquent Assessment Collection Policy

The Board is charged with the responsibility to collect assessments to pay for the maintenance and replacement of common area property and for the cost of carrying out association enforcement duties. These expenses include work performed on behalf of the Association, such as, repairing abandoned test septic pits and perc holes, tree cutting, maintenance of abandoned properties, collection of amounts due, interest, and other costs related to enforcing the Association's CC&Rs and the rules and regulations and policies adopted from time to time by the Association. These expenses are incurred and charged for the safety and well-being of the surrounding property owners and to avoid blight. Under California law, the Association is entitled to collect these assessments and to recover reasonable collection costs, reasonable attorney's fees, late fees, and interest. There are a number of ways to collect delinquent amounts, including court action, liens, and foreclosure processes.

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

The Board will typically not use foreclosure to collect fines or penalties but be advised that other remedies are available to collect these sums due. The association intends to comply with requirements of 1367 or 1367.31 of the Civil Code when collecting delinquent assessments.

1. Assessments are due on July 1st annually and are considered delinquent at 5:00 p.m. on the 30th of July at which time a late charge of \$20.00 per month will be charged.
2. On or about 15 days after an assessment payment is due, a 30-day late charge billing and pre-lien notice may be sent by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the owner(s) have provided a written notice to the Association of a secondary mailing address, all notices shall be sent to that address also. The notice to owner will include an itemized statement of the total amounts delinquent, including assessments, late charges, interest and costs of collection. Owner will also be notified that he or she is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.
3. On or after the 30th day after the pre-lien notice is sent, the Association may record a lien on the property to secure the debt;

however, there are limitations prohibiting foreclosure at that time (see paragraph 4). On or after any assessment or other amount due becomes delinquent; the Board also has the right to file an action in small claims court to collect the sums due. All Board discussions related to the owner's situation shall be held in executive session. The decision to file an action in court and/or record a lien shall be made by the Board of Directors in an open meeting, by majority approval. The action shall be recorded in the minutes of the meeting referring to the property by the parcel number, and not by name of owner.

4. If all sums secured by the lien are not paid in full within thirty (30) days after recordation of the lien, and at the point the principal amount of delinquent regular or special assessments reaches \$1,800.00 (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest) or has been delinquent more than 12 months, the Board may vote on the decision to foreclose the lien (which involves recording a Notice of Default and following statutory procedures to foreclosure). The decision shall be noted in the Minutes of an open meeting by parcel number (although the discussion on the action, which is disciplinary in nature, may be held in executive session to protect the owner's privacy in the Board's discretion). A Board vote to approve foreclosure of a lien may not take place less than 30 days prior to any public sale. (Note that the estimated time for foreclosure process from notice of default to date of sale is approximately 3-4 months and additional interest and other costs continue to accrue as the statutory procedures are followed). All resulting collection fees and costs will be added to the total delinquent amount. Prior to initiating a foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party . The decision to pursue despite resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.
5. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the association of an address off-site, the address of the owner's separate interest will be the owner's legal mailing address. In addition to notice by mail, statutory procedures including posted and recorded notices regarding foreclosure and sale will be accomplished.

6. If any owner's property is sold at a non-judicial foreclosure sale by the association for failure to pay assessments and related costs, an owner has a right to redeem the property up to 90 days after the sale (essentially meaning the owner can buy back by paying the total amount of delinquency, costs of collection, including foreclosure costs and fees, interest, penalties, etc.).
7. All charges assessed must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, unless a mutually agreeable payment plan is agreed to in writing.
8. When a payment is made, the owner may request a receipt and the Association will provide it. On the receipt, the Association shall indicate the date of payment and person who received it. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late fees, and collection expenses. An owner may request the Board consider a payment plan to satisfy a delinquent assessment. The Board will inform owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: The Board will meet with the owner in executive session within 45 days of the postmark of an owner's request if the request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), unless there is no regularly scheduled Board meeting during that period. In that case, the Board may designate certain Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the late payment plan period. Payment plans shall not impair an association's ability to record a lien to secure payment of delinquent assessments, except as to delinquent new assessments. Additional late fees shall not accrue during the payment plan period only if the owner is in compliance with the terms of the payment plan. In the event of a default in any payment plan, and after 10 days written notice to owner by first class mail, the Association may resume its efforts to collect the delinquent assessments including, late fees, costs, interest, etc., without regard to the prior payment plan.
9. Any check returned to the bank for insufficient funds, stop payment or any other reasons is subject to a charge back to the unit of the amount of the check, an Association administrative fee, and any bank fees charged to the Association. If the account has been turned over to the Association's agent for collection and a check is returned, the account will be assessed whatever reasonable administrative fees the Agent charges.
10. The mailing address for overnight payment of assessments is the same as that for routine assessment payments unless otherwise noticed to owner.

11. An owner of a separate interest has the right to inspect the Association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.
12. At any time, the Board may seek legal advice related to enforcement of assessment collections, and is entitled to follow the advice of legal counsel, even if it deviates from the above process and so long as it is not in derogation of the statutes relating to assessment collection on HOAs including but not limited to California Civil Code Section 1367.4 and related provisions.
13. In the event of conflict of these policies with current California Law and said policy is required by California State Law, the CC&Rs policies shall be deemed modified by law as necessary to confirm with the then current law.
14. The Board reserves the right to modify and amend these provisions from time to time as many be deemed advisable, subject only to the requirements of then applicable California Law.

Riviera West Country Club

ALTERNATIVE DISPUTE RESOLUTION

California Civil Code requires an association to provide annually a summary of the Alternative Dispute Resolution [ADR] process as part of the association's collection policy.

Alternative Dispute Resolution means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process.

An association established to manage a common interest development has standing to institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the individual owners of the common interest development, in matters pertaining to the following:

- a) Enforcement of the governing documents;
- b) Damage to the common area;
- c) Damage to a separate interest that the association is obligated to maintain or repair;
- d) Damage to a separate interest that arises out of, or is integrally related to, damage to the common area or a separate interest that the association is obligated to maintain or repair.

Any party to a dispute may initiate the process required by Section 1369.520 by serving on all other parties to the dispute a Request for Resolution.

According to the Davis-Stirling Act, California Civil Code Section 1369.590 states, "Failure of a member of the association [Country Club] to comply with the alternative dispute resolution requirements of **Section 1369.520** of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

Riviera West Fire Prevention Policy and Procedure

It is the intention of the Riviera West Country Club to promote and enforce measures to prevent and/or reduce the danger of wildfires within the community; to increase structure survivability during wildfire conditions; and to maximize the safety of Riviera West's residents.

Section 1: Definitions

- A. **Defensible Space:** The required space between a structure and wild land area that, under normal circumstances, creates a sufficient buffer to slow or halt the spread of wildfire to a structure. This space protects the home from igniting due to direct flame or radiant heat and provides protection for firefighters defending a home.
- B. **Zone One:** A defensible space that extends outward up to 30 feet from homes, buildings, decks, etc.
- C. **Zone Two:** A defensible space that extends from 30 to 100 feet outward from homes, buildings, structures, decks, etc.
- D. **Ladder Fuels:** Low-level vegetation that allows fire to spread from the ground to tree canopies or structures.

Section 2: Requirements for Fire Prevention

A. Zone One

- a. Spark arrestors are required on chimneys and all combustion engine equipment (such as lawn mowers).
- b. Remove that portion of any tree that extends within 10 (ten) feet of the outlet of a chimney or stovepipe.
- c. Maintain any tree, shrub, or other plant adjacent to or overhanging a building or other structure, free of dead or dying wood. It is recommended, but not required, to remove all trees, branches and vegetation that is within 10 feet of any structure.
- d. Remove all dead or dying vegetation.
- e. Remove leaf litter (dry leaves/pine needles) and other debris from yard, roof and rain gutters.
- f. Relocate woodpiles or other combustible materials into Zone Two.
- g. Remove combustible material and vegetation from around and under decks.
- h. Remove or prune vegetation near windows.
- i. Remove “ladder fuels” (low-level vegetation that allows the fire to spread from the ground to the tree canopy). Create a separation, between low-level vegetation and non-vegetative materials such as patio furniture, wood piles, swing set, etc., from tree branches. This can be done by reducing the height of low-level vegetation and/or trimming low tree branches.

- B. **Zone Two** (*It is recognized that not all lots in Riviera West are large enough to accommodate the 100-foot defensible space requirements*)
- a. Remove “ladder fuels.”
 - b. Cut or mow annual grass down to a maximum height of 4 inches.
 - c. Loose surface litter, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches, shall be permitted to a depth of 3 inches if erosion control is an issue.
 - d. Trim trees regularly to keep their branches free of dead or dying wood.

Section 3: Annual Fire Safety and Prevention Procedure

- A. Each year the Riviera West Country Club will mail a postcard to every property owner whose lot(s) is not in compliance with this Policy. The Postcard will include:
- a. Date of the inspection.
 - b. Owner's name and the Riviera West property address(es).
 - c. The specific out of compliance issues and level of severity boxes checked.
 - d. Riviera West contact information.
- B. All property owners, who receive a postcard, are expected to have their property in compliance with the requirements for fire prevention outlined in **Section 2** within 45 days of the mailing date of the notice.
- C. Follow up inspections will be conducted by the Fire Prevention Committee’s trained members at the close of the compliance period. Parcels deemed out of compliance with the **Riviera West Fire Prevention Policy and Procedure** will be fined per this policy's fine guidelines.
- D. Fine invoices shall be addressed to the last known address of the property owner on file in the Country Club office. Property owners are responsible for insuring the Country Club office has their current address on file.
- E. Property owners may appeal the findings of the Fire Prevention Committee by written letter addressed to the Riviera West Country Club Board of Directors (c/o Riviera West, 8475 Harbor View Drive, Kelseyville, CA 95451; attention Fire Safety) **within 10 days of receipt** of the non-compliant notification. Within 10 days the Board of Directors shall respond to the appeal by modifying or sustaining the findings of the Fire Prevention Committee and/or modifying the time line for compliance.
- F. Property owners may also request an **in-person review** at the next scheduled Riviera West Country Club Board meeting. It is the property owner's responsibility to schedule this review with the Board and to attend at the scheduled date and time.
- G. If fines are paid upon the sale of a property, the new owner will be responsible for cleanup within 30 days of legal ownership.

- H. If after the prescribed time, the fire hazard has not been abated the Board may proceed with the following:
- a. Begin Fire Abatement (clearing lots) Procedure: If special funds are available, the Board of Directors may direct the clearing of the property and a special individual assessment will be placed on the owner's account to recover the costs, as well as any applicable fines. Special assessments are subject to a lien being recorded against the property, and/or
 - b. Report the property to Lake County Code Enforcement Division for action by the County.
- I. Inspections for dead and dying trees shall occur on a year-round basis in accordance with the following procedure:
1. At any time during the year when a dead or dying tree is observed by a community member and verified by a member of the Fire Safety Committee, a notification will be sent to the property owner that includes:
 - a. Date of the verified inspection
 - b. Owner's name and the Riviera West property address(es)
 - c. Statement of tree(s) condition and required corrective action
 - d. Riviera West contact information
 2. Property owners who receive a notification are expected to remove or have removed the dead or dying tree(s) within 45 days of the mailing of the notification. Portions of a fallen tree trunk in excess of 10 inches in diameter may be left on the ground. All other tree debris must be chipped on the property or removed.
 3. Owners who do not comply with the notification to remove dead or dying trees shall be fined per this policy's fine guidelines.
 4. Notifications shall be addressed to the last known address of the property owner on file in the HOA Office. Property owners are responsible for insuring the HOA Office has their current address on file.
 5. Property owners may appeal the findings of the Fire Prevention Committee by written letter or the Dispute Resolution Form addressed to the Riviera West HOA Board of Directors within 15 days of receipt of the non-compliant notification. Within 10 days the Board of Directors shall respond to the appeal by modifying or sustaining the findings of the Fire Prevention Committee and/or modifying the time line for compliance.
 6. If fines are paid upon the sale of a property, the new owner will be responsible for cleanup for the upcoming season.
 7. Property owners may request an in-person review of their notification at the next scheduled meeting of the Board of Directors or Executive Committee. It is the responsibility of the Owner to schedule this review and to attend the meeting on its scheduled date and time.

Section 4: Fine Categories

A. LOW Severity: FINE of \$250

General description of this category:

1. No dead trees or branches; no dead trees or branches too close to the roof or other structures. Basically, a minimal clean-up is required.
2. Trim all shrubs, especially of dead material, and make sure they are not “ladder fuel” for trees or structures. Maintain any tree, shrub, or other plant adjacent to or overhanging a building or other structure, free of dead or dying wood.
3. Mow weeds and grasses to a maximum height of four (4) inches.
4. Remove all dead brush and fallen branches.
5. No dead trees or branches should overhang your roof or deck area.
6. Remove that portion of any tree that extends within 10 (ten) feet of the outlet of a chimney or stovepipe.
7. In compliance with Zone One and Zone Two Guidelines.

B. MEDIUM Severity: FINE of \$500

General description of this category:

1. Overgrown with lots of fire fuel on the ground; some dead material and fuel too close to structures and/or the road.
2. Remove all weeds and dead brush. Thin or remove uncultivated bushes/brush.
3. Remove all fallen branches and brush piles.
4. Raise canopy of trees to a minimum of 6 feet above the ground (new, young saplings are the only exception-use good judgment).
5. Remove that portion of any tree that extends within 10 (ten) feet of the outlet of a chimney or stovepipe.
6. Remove all dead trees and branches. Maintain any tree, shrub, or other plant adjacent to or overhanging a building or other structure, free of dead or dying wood.
7. A 100-foot clearance is designated by KFPD for this area. If this is not possible given the size of your lot, a firebreak is to be established at the perimeters of the property.
8. In compliance with Zone One and Zone Two Guidelines.

C. HIGH Severity: FINE of \$1000

General description of this category:

1. Completely overgrown with lots of fire fuel on the ground; dead trees and branches; dead trees and/or branches too close to roof and other fuel too close to structures. These are the very dangerous lots and you will know them when you see them.
2. Remove all dead trees, dead/fallen branches. Bare trunks of trees may be left on

the ground, but not placed in piles.

3. Remove that portion of any tree that extends within 10 (ten) feet of the outlet of a chimney or stovepipe.
4. Remove or thin all overgrown shrubs and grasses. Maintain any tree, shrub, or other plant adjacent to or overhanging a building or other structure, free of dead or dying wood.
5. Remove all dry brush piles and lumber from the property.
6. Thin and raise canopy of trees to a minimum of six (6) feet above ground (new, young saplings are the only exception-use good judgment).
7. A 100-foot clearance is designated by KFPD for this area. If this is not possible given the size of your lot, a firebreak is to be established at the perimeters of the property.
8. In compliance with Zone One and Zone Two Guidelines.

D. Fine Penalties: An additional \$500 will be added to the fines above for each succeeding year (after the first year) that the property is not in compliance.

Example: Property is non-compliant in the High Category and fined \$1000. If the property is not cleared the second year, the fine would be $\$1000 + \$500 = \$1500$ and would be $\$1500 + \$500 = \$2000$ the third year, etc., until the lot is cleared.

Riviera West Country Club
Architectural Control and Planning Committee
8475 HARBOR VIEW DRIVE
KELSEYVILLE, CA 95451 707.279.8544

ARCHITECTURAL GUIDELINES TO BUILDING

1) INTRODUCTION: Welcome to Riviera West. Listed herein are the basic restrictions and guidelines that apply to building any structure in the Riviera West Subdivision. These restrictions and guidelines apply to: single family dwellings, duplexes, garages and any addition/remodel, deck, porch, patio, pool, spa, fence, retaining wall or accessory building.

2) COVENANTS, CONDITIONS, & RESTRICTIONS (CC&Rs): Each owner of a lot or lots in the Riviera West Subdivision shall, by acceptance of a deed conveying title to the property, agree to abide by the Covenants, Conditions, and Restrictions. (Recorded and Notarized May 1st 1969).

3) PLAN REVIEW FEE: A five hundred dollar (\$500.00) plan review fee is charged each time a set of plans is submitted to the Architectural Control and Planning Committee (ACP). This fee applies to both major construction, such as single-family dwellings, and duplexes. The plan review fee for a garage or major addition will be two hundred fifty dollars (\$250.00). The fee is non-refundable, whether the plan is disapproved, approved and/or not used. Fees are not charged for a deck, porch, patio, pool, spa, fence, retaining wall or accessory building. Plans will be approved or disapproved within thirty (30) days. If the plan is not approved within 30 days it is automatically disapproved.

4) PERFORMANCE DEPOSIT: Non-interest bearing certified funds in the amount of ten thousand dollars (\$10,000.00), made payable to Riviera West Property Owners' Association, shall be tendered upon plan approval, as security for prompt completion. This ten thousand dollar deposit applies to major construction, such as single-family dwellings or duplexes. A two thousand dollar (\$2,000.000) performance deposit is required for garages or other major additions. A 1-time extension, not to exceed 90 days, may be granted upon written request. The deposit is forfeited if construction is not completed in the allotted time frame of twelve (12) months. Refund of this deposit is contingent on the following requirements:

(A) Owner or builder provides the ACP with a copy of County of Lake Final Inspection Sheet.

(B) The ACP has inspected the property and verified that all construction materials have been removed, that the property has been left clean and that all requirements, conditions, standards and guidelines have been satisfied. Please allow up to two weeks for performance deposit refund.

5) BUILDING PLAN REQUIREMENTS: Three (3) sets of complete building plans must be submitted. Plans must include: Scale plot plan with dimensions indicating the street(s), all structures and property lines, all four (4) building elevations, septic system, color samples of the exterior structure and roof. Plans must indicate overall

height in relation to property control point. Signed and dated Riviera West building checklist must be completed.

6) COUNTY BUILDING CODE: After plan approval by the ACP, all plans must be submitted to the Lake County Building Dept. for their approval and the issuance of the appropriate permits. A septic system plan must be approved by the Environmental Health Dept. Open septic percolation test holes must be filled immediately after the test completion. (Health and Safety Code #24400).

7) LOT CLEARING/TREES: Lots are not to be cleared before plans are submitted. Property owners are required to maintain fire prevention standards to meet the Kelseyville Fire Code. **Lot clearing does not mean clear cutting.** Attempt to save native vegetation whenever possible. Permission in writing from the ACP is required before cutting live shrubs (such as; manzanita, toyon, red bud, etc.) with trunks larger than (three) 3 inches in diameter. Lot owners in violation of the shrub cutting restriction shall be subject to an assessment of \$250.00 per shrub. Permission in writing from the ACP is required before cutting live trees with trunks larger than six (6) inches in diameter. Lot owners in violation of the tree cutting restriction shall be subject to an assessment of \$500.00 per tree. Contact the ACP with any concerns/questions.

8) EXCAVATING/EROSION: Owner and contractor are responsible for any erosion caused by excavating. Every effort should be made to eliminate any water/soil problems to adjacent properties such as, seeding/planting of barren ground, broadcasting of straw, strategically placed straw bales, etc.

9) TYPE OF STRUCTURE: Single-family dwellings or duplexes (see: CC&Rs) not to exceed one (1) story in height may be constructed, with garage facilities for at least two (2) vehicles. Some 2-level hillside structures can qualify within the building height formula of the established restrictions.

10) MINIMUM SIZE: Each single-family or duplex unit shall have not less than twelve hundred (1200) square feet of fully enclosed floor area (excluding interior walls) devoted to living space. This must be exclusive of roofed or unroofed porches, terraces, garages, or other non-living areas, in or adjacent to the structure.

11) STRUCTURE HEIGHT: The peak of improvement must not exceed a height of fifteen (15) feet above the control point for that lot.

(A) Down slope or level lots: Center of the road at the midpoint of street frontage.

(B) Up slope lots: Natural grade at the center of the property.

(See schematic on last page.)

12) SETBACKS: Minimum setbacks are twenty (20) feet at the front and rear, and ten percent (10%) of total lot frontage on the sides. Setbacks are to *anything* structural (decks, roof overhangs, etc.)

13) GARAGES: The County of Lake requires off-street parking for at least two (2) vehicles in a garage. The minimum size for a garage is twenty by twenty (20x20) feet and must be fully enclosed. Detached garages must be built of the same

materials as the dwelling and color matched, including the roof. The roof pitch must also match that of the dwelling. Carports are permitted within the Riviera West community subject to the following requirements:

- A. Before a carport can be constructed there must be a functional, fully enclosed two-car garage on the premises as per Section 13 of the ARCHITECTURAL GUIDELINES TO BUILDING provisions of the Rules and Regulations.

14) FOUNDATIONS AND SIDING: Buildings are required to have a permanent and continuous perimeter foundation and siding in conformance with the county building code. Siding consisting of flat non-textured surfaces such as plywood, metallic or reflective materials will not be allowed.

15) ROOFS/OVERHANGS/GUTTERS: Roofs must have a minimum pitch of four (4) inches, and a maximum pitch of eight (8) inches, per twelve (12) inches of horizontal distance. Roof overhang of no less than eighteen (18) inches is required on the entire structure. Roofing of decks, porches, patios and accessory buildings must be of the same color and material as the main roof. Gutters and downspouts must be provided so that water drains without damage to your own or your neighbor's property.

16) DESIGN AND COLOR: Both the design of the structure and its exterior color scheme must be in harmony with the general surroundings of adjacent properties and structures. Plans submitted to the ACP for approval must detail the design of the structure as well as its exterior color scheme. The ACP encourages variation and creativity in design.

17) TEMPORARY BUILDINGS: Temporary buildings or shelters of any kind (RV, trailer, tent or garage) for the purpose of residence during construction are not permitted. Temporary facilities for the storage of tool and materials may be erected, if first approved by the ACP. Such structures must present a neat appearance in keeping with the goals of Riviera West. Such structures must be dismantled and removed upon completion and before final inspection.

18) PORTABLE TOILETS: The owner or contractor is responsible to provide portable toilet facilities prior to the start of construction through completion. This facility must rest on the parcel where construction is being done.

19) EASEMENTS: For installation and maintenance of utilities and drainage, easements are reserved as shown on lots on the recorded Riviera West Subdivision maps. Within these areas, no structure shall be placed or permitted to remain which may damage or interfere with installation and maintenance of any utility; or which may change the direction of flow of drainage channels in the easement; or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owner will take full responsibility for obtaining permission, whenever and wherever necessary, during the course of the work, from the appropriate authorities or agencies or owners with

respect to performing any operations on adjoining properties in connection with the work described hereunder, or for operating on the property involved in this agreement from such neighboring premises.

20) VARIANCE: If the requested variance will necessitate deviation from, or modifications of a property use restriction that would otherwise apply under the CC&Rs, the ACP must conduct a hearing on the proposed variance no less than fifteen (15) days after written notice of the hearing and proposed variance has been delivered personally or via first class mail to all owners of lots within one hundred (100) feet of the property for which the variance applies. The owners receiving notice of the proposed variance may submit to the ACP written comments or objections with respect to the variance. No decision shall be made with respect to the proposed variance until the Architectural Committee has made a good faith determination that notice has been given as required by this provision, and:

- (A) The requested variance does not constitute a material deviation from the overall plan and scheme of development within Riviera West Subdivision or from any restriction contained in the CC&Rs or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite non-compliance; or,
- (B) The variance relates to a requirement under the CC&Rs or the Architectural Guidelines that it is unnecessary or burdensome under the circumstances; or,
- (C) The variance, if granted, will not result in a material detriment or create an unreasonable nuisance with respect to any other lot or common area within Riviera West Subdivision.
- (D) A non-refundable fee of five hundred dollars (\$500.00) will be charged to process any requested variance.

21) COMPLETION: Every building, dwelling, or improvement must be completed within twelve (12) months after the beginning of construction. The ACP may extend this time limit, if requested in writing. The owner shall ensure all construction is consistent with the approved plans and will keep the lot clean from all trash, clutter and refuse accumulated from daily operations.

22) ACP LIMITED RIGHT OF ENTRY: The ACP and/or its agents shall have the right, when necessary, to enter any lot to perform its obligations under the CC&R's and these guidelines.

23) ENFORCEMENT: In the event that it comes to the knowledge and attention of the ACP, or the agents or employees thereof, that an improvement, or any modification thereof, is proceeding, or has been completed without proper approval, the Association shall be entitled to exercise enforcement remedies, including, without limitation, ordering an immediate cessation and abatement of all aspects of work on the improvement until such time as proper ACP review and approval is obtained. The Board of Directors may impose assessments against an owner, in the event that the Association incurs any costs or expenses to bring the owner and/or his or her lot into compliance with any provision of the CC&Rs. The amount incurred by the Association (including reasonable fines and penalties, duly imposed hereunder, title company

fees, accounting fees, court costs and reasonable attorney's fees) shall be assessed and charged solely to and against such owner.

24) WATER SERVICE CONNECTION: Water meters must be connected at the start of construction. Contact the Riviera West office at 279-8544 for further information.

25) SATELLITE DISH ANTENNAS/SOLOR PANELS/ ABOVE GROUND TANKS: Satellite dish antennas and solar panels should be aesthetically placed to minimize visual impact. Above ground storage tanks (usually for propane or monitor heater oil) must be concealed on three (3) sides with vegetation, landscaping or approved fencing.

26) HEATING AND AIR CONDITIONING EQUIPMENT: Heating and air-conditioning equipment must not be installed on roofs.

27) SIGNS: One (1) For Sale Sign of reasonable dimensions (twenty four by twenty four (24x24) inches maximum) may be displayed on any lot. All other signs, billboards or advertising structures of any kind are prohibited.

28) DRIVEWAYS: All driveways must be paved. Please refer to Lake County Regulations for concrete brick or other materials.

FENCES/RETAINING WALLS/ACCESSORY BUILDINGS

PLEASE SUBMIT TWO (2) SETS OF PLANS

(ACP APPROVAL REQUIRED / NO FEES OR DEPOSITS)

FENCES: Fencing must be of approved wood fencing, wood framed wire, green or black chain link fencing. Fences must not exceed four (4) feet in height along street frontage(s) and six (6) feet in height on the rest of the lot. A scale plot plan showing location, height, any existing fences and materials to be used must be submitted for ACP approval prior to construction. All fencing must be maintained in a good sound manor, so as not to have an unkept appearance. Fencing must be designed to face the most attractive side toward the street or toward any neighboring property or common area.

RETAINING WALLS: Walls must meet height restrictions as stated above for fences. A scale plot plan also needs to be submitted with a materials list for approval prior to construction. Retaining walls over four (4) feet in height are required by the Lake County Building Department to be built to plan specifications drawn by a professional engineer.

ACCESSORY BUILDINGS: Accessory buildings (sheds) require scale plot plan and building plans submitted for approval prior to construction.

Accessory buildings must be built of the same materials as the dwelling and color matched, including the roof. The roof pitch should match the dwelling. Accessory buildings must be constructed on the rear half of the lot and are not to exceed one hundred fifty (150) square feet in area. Minimum setbacks for accessory buildings are as follows: Five (5) feet from the rear and side property lines and five (5) feet from the dwelling.

Riviera West Architectural Control and Planning Committee Compliance Guidelines

October 10, 2019

1. Parking of boats, jet skis and trailers
 - a. For long-term parking, boats and jet skis on their trailers must be parked on the user's property and concealed as much as possible from view of the street, whether in the driveway or on the land. For short-term use, boats or jet skis may be parked alongside the road for no more than 72 hours as long as they do not create a traffic hazard by occupying part of the traffic lane or creating a visual obstruction. Trailers must be registered and kept in good condition.
2. Parking of recreational vehicles
 - a. RVs may be parked on the owner's property, whether in the driveway or on the land, as long as every effort is made to conceal them from view. Concealment measures include parking behind or alongside a building or using shrubbery, approved fencing or other approved structure to shield the vehicle from view.
3. Propane and fuel tanks
 - a. Propane and fuel tanks must be shielded from view when they are located in the front of the property and visible from the street. Tanks located on the back of the property that are easily visible from the street must also be covered. Recommended coverings include ACP-approved fencing or lattice work. Shrubby may be acceptable if it is densely planted to effectively screen the tank. Good quality wood lattice is acceptable; plastic lattice and other plastic products are not acceptable. Fencing or lattice should be painted or stained to blend into the landscape. Tank coverings must be kept in good repair.

4. Parking structures

- a. Carports would not be prohibited if the following conditions exist:
 - i. The property already has a two-car garage currently used for parking, that conforms to the Riviera West Architectural Guidelines to Building.
 - ii. The appearance and construction standards that apply to residential buildings and garages also apply to carport construction.
 - iii. Any required carport building permits from Lake County must be obtained.
 - iv. ACP review and approval is necessary before any construction work begins.

Guidelines and Regulations for Auxiliary Dwelling Units (ADU)

08-17-2021

Guidelines:

An ADU is an accessory dwelling unit with complete independent living facilities for one or more persons. These include detached units, attached units, converted existing spaces and a JADU which is the conversion of existing space contained entirely within an existing residence.

ADUs are independent units that have their own kitchens with appliances, bathrooms, living areas and dedicated entrance and at least one parking space.

ADUs must be constructed to be consistent with the provisions of California Government Code Section 65852.2 or 65852.22.

Section 4751 of the California Civil Code permits planned developments to enforce reasonable restrictions on the units that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct an accessory dwelling unit where the unit is consistent with the provisions of Government Code Section 65852.2 or 65852.22. Associations have a degree of discretion regarding aesthetic features, such as appearance, materials, height, and other visuals

Riviera West Regulations:

1. A set of plans must be submitted to the Architectural Control and Planning Committee (ACP) prior to construction of an ADU.

2. Property owners proposing to construct an ADU's must have made an application to Lake County Building Department and received necessary permits for construction of an ADU prior to beginning the constructing an ADU. All plans must be submitted to the Lake County Building Dept. for their approval and the issuance of the appropriate building permits.
3. ADUs must be constructed in accordance with relevant sections of the Riviera West ARCHITECTURAL GUIDELINES TO BUILDING including, but not limited to:
 - a. Section 8) EXCAVATING/EROSION: Owner and contractor are responsible for any erosion caused by excavating.
 - b. Section 14) FOUNDATIONS AND SIDING: Buildings are required to have a permanent and continuous perimeter foundation and siding in conformance with the county building code. Siding consisting of flat non-textured surfaces such as plywood, metallic or reflective materials will not be allowed.
 - c. Section 14) FOUNDATIONS AND SIDING: Buildings are required to have a permanent and continuous perimeter foundation and siding in conformance with the county building code. Siding consisting of flat non-textured surfaces such as plywood, metallic or reflective materials will not be allowed.
 - d. Section 15) ROOFS/OVERHANGS/GUTTERS: Roofs must have a minimum pitch of four (4) inches, and a maximum pitch of eight (8) inches, per twelve (12) inches of horizontal distance. Roof overhang of no less than eighteen (18) inches is required on the entire structure. Roofing of decks, porches, patios and accessory buildings must be of the same color and material as the main roof. Gutters and downspouts must be provided so that water drains without damage to your own or your neighbor's property.
 - e. Section 16) DESIGN AND COLOR: Both the design of the structure and its exterior color scheme must be in harmony with the general surroundings of adjacent properties and structures. Plans submitted to the ACP for approval must detail the design of the structure as well as its exterior color scheme. The ACP encourages variation and creativity in design.

Application to the ACP for construction can be downloaded from www.rivierawesthoa.co
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Riviera West Country Club Election Rules

As a Common Interest Development [CID] we are governed by the Davis-Stirling Act. According to that Act, all associations are required to adopt election rules that comply with Civil Code 1363.03 to include the following:

- Nomination procedures,
- Candidate qualifications,
- A method of selecting independent third parties as inspectors of election,
- Rules regarding access to association media during campaigns,
- Rules regarding access to common area meeting space during campaigns,
- Secret balloting procedures, and
- A ballot form.

Nomination Procedures

60 days prior to the deadline to submit – April 30 of the election year, a call for candidates, a notice of the election procedure and the deadline for submission shall be delivered to all property owners via regular or electronic mail.

Candidate Qualifications

Qualifications for candidates are also the Qualifications for the position that will be filled – that of Director on the Board of Directors, as follow:

- Membership in the Country Club;
- Good standing (current in the payment of all Assessments [both regular and special], not having any outstanding unpaid fines, and no unresolved violations of governing documents);
- Not in litigation with the Country Club;
- Not a co-owner with another Director;
- Attend a minimum of four meetings per year as a Director. By refusing to attend meetings, a Director is in breach of his fiduciary duties. Failure to attend meetings means the Treasurer's Report is missed, financial records are not reviewed, and there are no questions about finances – a further breach of fiduciary duties; and
- Not a convicted felon.

A Candidate's biography must accompany the application for candidacy in order to be considered a valid application and be entered onto the ballot.

Inspectors of Election

The Board of Directors will appoint volunteers to fill the Election Committee. Those volunteers will serve as Inspectors of the Election. 90 days prior to the annual meeting, two to three inspectors will be appointed who will receive and count the

ballots. 30 days before ballots are distributed, a candidate registration list and a voter list shall be prepared.

Election by Acclimation

"Notwithstanding...any contrary provision in the governing documents..." uncontested elections, i.e., there are no more nominated candidates than there are current vacancies on the Board, will be held by acclamation.

(Civ. Code § 5103, effective January 1, 2022)

Ballots

In the case of contested elections, i.e., more candidates have been nominated than the number of vacancies on the Board, ballots containing the names of validated nominees, along with each candidate's biography will be made available to all property owners no less than 30 days prior to the voting deadline of June 30 of the election year. Members may verify the accuracy of their individual information on the candidate registration list and voter list.

Revised 11/18/2019 as required by Senate Bill 323, effective January 1, 2020