



The Cove at Sacramento

COMMUNITY ASSOCIATION

- Rules and Regulations -

Updated May 2026

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PREFACE

This handbook has been compiled by your Homeowners Association to outline the operating procedures of the Association and to provide other information about your Association.

Each owner should have received a copy of the Covenants, Conditions and Restrictions (CC&R's), Bylaws, and the Articles of Incorporation for The Cove at Sacramento Community Association. These Association Rules and Regulations **supplement** the CC&Rs and Bylaws. Please become familiar with the governing documents, since they set forth in detail, the rights, duties and obligations of each owner. All Owners are required to abide by the Governing Documents and must provide their tenants with copies.

If there are any questions, or if you do not have copies of all the Association's documents, please contact the management company in writing or by email at:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION

**C/o Landmark Limited Group, Inc.
1731 E. Roseville Pkwy., Suite 100
Roseville, California 95661
916-746-0011 * FAX 916-746-0088
www.landmarklimited.net
thecove@landmarklimited.net**

GENERAL INFORMATION

The purpose of your Homeowners Association is to operate and maintain the project and assets of the Association for the mutual benefit of all Owners.

Each Owner is a member of THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION and Owner participation is both necessary and encouraged.

COMMON AREAS

Subject to the provisions of the Governing Documents, the common area shall be owned or maintained for the common use and enjoyment of the Owners, the members of the Owners' households, and the Owners' tenants and guests as provided in the Governing Documents.

To report problems related to the Association's Common Area contact:

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BOARD OF DIRECTORS

The Homeowners Association is governed by a Board of Directors that is made of members of the Association. Their primary responsibility is to make decisions that pertain to Association matters. The Board of Directors hold regular quarterly meetings at a time and place determined by the Directors.

Regular and Special Meetings of the Board of Directors are open to all Owners and all Owners are encouraged to attend. The Board may also hold an Executive Session meeting, which are not open to Owners as the nature of business is considered sensitive information. Owners may request the Board address a specific topic at the next meeting by submitting a letter or email to the Board requesting the item of discussion be placed on the agenda. Letters should be mailed to Landmark Limited, 1731 E. Roseville Parkway, Suite 100, Roseville, CA 95661 or emailed to corporate@landmarklimited.net.

The approved minutes of all meetings, other than Executive Session, shall be available to any Owner upon request. The Association is permitted to charge for all copies provided.

ANNUAL MEETINGS

Annual Meetings are held to elect Board members. The meeting notice of date, time and location will be mailed to all Owners of record prior to the meeting. In order to convene the Annual Meeting a quorum (25%) of the Owners must either attend in person with their ballot or mail in their ballot.

FINANCIAL REVIEWS OR AUDITS

An independent review or audit of the financial statements will be prepared at the end of each fiscal year and a copy mailed to all Owners upon completion.

INSURANCE INFORMATION

The Association carries property, general liability, Directors and Officers, and workers compensation insurance. Any Association member may, upon request, receive copies of the policies. Association members should consult with their individual insurance agent for their personal appropriate coverage.

RULES AND REGULATIONS

CHANGES IN RULES AND REGULATIONS

The Board of Directors has the right to change these Association Rules and Regulations to uphold and ensure compliance in accordance with changes in the law made. If changes are adopted, notice will be provided to all Owners, and shall supersede the original rule, or remain with the same force and effect as if initially made part of the Association Rules and Regulations.

VIOLATIONS OF THE ASSOCIATION RULES AND REGULATIONS

It is the right and duty of each resident to report violations, in writing to the management company. Indications of or actual violations, will be brought to the attention of the Owner in writing by the management company following the policies established by the Board of Directors. For failure to correct the violation, the Owner could be subject to a fine. Further failure to correct the violation may cause legal action to be taken. All expenses incurred by the Association to correct the violation will be the responsibility of the Owner and they will be billed.

For inquiries, comments, or concerns regarding violations please contact our violations department via email at violations@landmarklimited.net.

GOVERNING DOCUMENTS ENFORCEMENT POLICY

To guarantee that the governing documents are applied fairly and consistently, the Association has set forth this procedural policy of enforcement.

Every Owner may be subject to the following:

- 1) If you are thought to be in violation of the Governing Documents of the Association, the management company will send you a Courtesy Notice notifying you of the violation and asking you to correct the problem.
- 2) If you do not correct the violation promptly, or if you do not otherwise respond to explain the situation, the management company will send a second letter or Final Notice asking again that you correct the violation.
- 3) If the violation is still not corrected within ten (10) days of the Final Notice, you will receive a

notice from the management company stating an Executive Session Hearing has been scheduled before the Board of Directors.

- 4) For any activity or condition that the Association considers to be a threat to the health or safety of other residents, the Association may take immediate action to alleviate the health and/or safety concern and then give notice of the violation.
- 5) After written notice and an opportunity for a hearing in accordance with the Governing Documents, the Board may:
 - a) Impose a fine per the fine schedule;
 - b) Suspend an Owner's right to vote.
 - c) Suspend any person's right to use any Common Area facilities for a period of time.
 - d) If an Owner fails to maintain an improvement which that Owner is obligated to maintain pursuant to the CC&R's, and if the Association determines, after Notice and Hearing is provided pursuant to the provisions of the Bylaws, that work must be performed to maintain the improvement to preserve the attractiveness, quality, nature, safety and/or value of the project, the Association may maintain the improvement at the expense of the Owner which shall be charged to the Owners as a Reimbursement Assessment. In order to effectuate the provisions of the CC&R's, the Association may enter any Lot whenever entry is necessary to maintain an improvement which the Association is authorized to undertake pursuant to the provision of the CC&R's. Entry within a Lot shall be made with as little inconvenience to an Owner as practicable and only after reasonable advance written notice of not less than forty-eight (48) hours, exempt in emergency situations;
 - e) Charge to and recover from any Owner the costs which the Association incurs in bringing the Owner's lot into compliance with the community standards or other requirements under the Governing Documents; and repairing damage to the common area resulting from the negligence or misconduct of such Owner or any occupant or guest of such Owner's lot. Pursuant to California Civil Code Section 5740, the Association shall have the right to file a lien against the Owner's lot to secure its right to recover costs described in Section 6.7 of the CC&Rs.
- 6) Notwithstanding, the sanctions authorized in this section, the Association shall not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his or her lot.

HOUSEHOLD PROFILE FORMS

All members, residents, pets, and vehicles must be registered with the Management Company. The Household Profile Form is required to be submitted as changes occur to your household and/or at the beginning of each calendar year or 30 days from any changes, whichever occurs first.

- 1) Association members are those individuals owning a residence at The Cove.
- 2) Residents are defined as Owners and immediate members of their families living on the premises of the community, or lessees and members of their families living on the premises of The Cove.
- 3) Information on this form is private and is not given out except in the event of an emergency and only then to an authorized individual from the Association or to emergency personnel (fire, police, ambulance, etc.)
- 4) This information assists the Association in the event of an emergency and with identifying who and what belongs within the community.
- 5) In the event a pet was roaming the neighborhood, we could know the pet's name, address and the demeanor of the pet before approaching.
- 6) In the event a parking situation occurred, we could reference the appropriate vehicles

within the community.

- 7) Contact information is very important should the Association need to reach you. Phone number, cell numbers and email addresses are required as applicable.

ATTORNEY FEES AND COSTS

In any action to enforce the governing documents, if the Association prevails, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

FINE SCHEDULE

An amended **Schedule of Fines and Enforcement Procedures** was adopted November 13, 2025. Please refer to Exhibit A on page 29 of this rulebook for the complete policy.

ALTERNATIVE DISPUTE RESOLUTION - Article 10.8 of CC&Rs

In the event that it becomes necessary, the Association or any Owner has the right to bring a lawsuit to enforce all Conditions, Covenants, and Restrictions, liens and provisions outlined in the CC&Rs, as well as these Rules and Regulations. The losing party may be required to pay the attorney fees of the prevailing party, as well as other costs.

Currently, according to California law, most disputes between Owners and the Association involving the Governing Documents must be submitted to Alternative Dispute Resolution (such as mediation or arbitration) before a lawsuit may be filed. The Association distributes notice of the Requirements for Alternative Dispute Resolution annually to all the owners.

RENTAL REQUIREMENTS - Article 4.15 of CC&Rs

An Owner shall have the right to rent his or her Lot subject to the provisions listed below:

- 1) The duration of a lease shall not be less than thirty (30) days, and shall provide the Association with (i) the name of the tenants (ii) the names of the members of the tenants' household, (iii) the tenants' telephone numbers, and (iv) such other information as the Board deems appropriate. An acknowledgement by the tenants that they have read, understand and agree to abide by the Governing Documents, which form shall be submitted to the Association for each rental of a Lot.
- 2) Each Owner renting a Lot shall be strictly responsible and liable to the Association for the actions of such Owner's tenant in or about all Lots and Common Area and for each tenant's compliance with the provisions of all Governing Documents. An Owner renting a Lot shall provide the tenant with copies of the Governing Documents and all subsequent amendments. Owners renting a Lot shall provide the Board with an address so that the Owner may be contacted.
- 3) Every Owner of a Lot that is occupied by persons other than the Owner pursuant to a rental agreement or otherwise, agrees to and shall indemnify and defend the Association, its officers, Directors, managers, and agents and shall hold them harmless from any cost, loss, claim, or damages of any kind, including but not limited to attorney's fees arising out

of the conduct or presence of the occupants of the Lot upon the Development, including any such cost, loss, claim of damages arising or alleged to have arisen out of the enforcement of nonenforcement by the Association of the Governing Documents against such occupants. Without limiting the generality of the foregoing, all costs, including attorney's fees incurred by the Association to enforce the Governing Documents against such occupants, shall be reimbursed to the Association by the Owner and may be assessed by the Association as a Reimbursement Assessment.

- 4) Except for the short term rentals as defined above, any rental of any Lot shall be only by written rental agreement which shall expressly provide (i) that it is subject to all the provisions of the Governing Documents, (ii) that the tenants of such Lot shall comply with all provisions of the Governing Documents, and (iii) that any violation of any provisions of the Governing Documents shall constitute a breach and default of the terms of such rental agreement. The rental agreement shall not attempt to, nor shall any such agreement be effective to, transfer membership in the Association to the lessee.
- 5) No Owner may rent or hire any garage, accessory building, or similar improvement to anyone who does not have the right of possession of the entirety of the Residence of the Lot.

RESTRICTIONS ON BUSINESS

Those professional and administrative occupants as may be permitted by, and which are conducted in conformance with, all applicable governmental ordinances provided that there is no external evidence thereof, and further provided that the Board may, in its complete discretion, prohibit the conduct of any such activities which the Board determines to be incompatible with the nature and character of the Development or which, in the Board's opinion, may or does otherwise negatively impact the quality of life and property values within the Development.

- 1) Those other businesses which by law must be permitted to be conducted within the Development, including, but not limited to the businesses described, below.
- 2) Family Day Care Centers: No family day care center shall be permitted within the Development except as specifically mandated by California Health and Safety Code Section 1597.40 and other applicable statutes. The owner/operator of any permitted day care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a day care center and, in addition shall:
 - (a) Association Additional Insured: Name the Association as an additional insured of the liability insurance policy or bond carried by the owner/operator of the day care center, in accordance with Health & Safety Code Section 1597.531. Subsection 4.19(a) of the CC&Rs is intended to be and shall be conclusively deemed to be the written notice to the operator and owner from the Association as specified in Health & Safety Code Section 1597.231;
 - (b) Indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the day care center;
 - (c) Abide by and comply with the Association Rules;
 - (d) Supervise and be completely responsible at all times for all persons for whom day care services are provided while such persons are within the Development; and
 - (e) Proof of Insurance: Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the center to these provisions, or other reasonable requests.

- 3) Community Care Facilities: Except for residential facilities defined as community care facilities under Health & Safety Code Section 1502, no health care facilities operating as a business or charity shall be permitted in the Development. The owner/operator of any permitted community care facility shall provide the Association with prior written notice as to the facility's operation, and shall comply with all local and state laws regarding the licensing and operation of a community care facility and, in addition, shall:
- (a) Association Additional Insured: Name the Association as an additional insured on the liability insurance policy or bond carried by the owner/operator of the community care facility;
 - (b) Defend, indemnify and hold the Association harmless from any claim, demand, loss, liability action or cause of action arising out of the existence and operation of the community care facility;
 - (c) Abide by and comply with the Association Rules;
 - (d) Supervise and be completely responsible at all times all persons for whom community care services are provided while such persons are within the Development; and
 - (e) Proof of Insurance: Cooperate with the Association if the Association's insurance agent or carrier requires proof of insurance, proof of the agreement of the owner or operator of the community care facility to these provisions, or other reasonable requests.

RESPONSIBILITY FOR PETS

- 1) No animals, reptiles, rodents, bird, fish, livestock, or poultry shall be raised, bred or kept on any Lot or other portion of the Development except that, no more than two (2) types of domestic birds, cats, dogs or aquatic animals kept within an aquarium, may be kept, provided that they are not kept, bred, or maintained by any commercial purposes and they are maintained under reasonable control at all time, all in conformance with any County ordinances. Each dog must be restrained on a leash help by a responsible person capable of controlling it whenever it is outside of its owner's Lot.
- 2) The Owner of each pet shall be responsible for immediately removing and disposing of any waste introduced to any portion of the Development by such pet. The Board shall have the power to impose fines and other sanctions for the violation of provisions of the Governing Documents relating to pets, including without limitation fines for failure to remove and dispose of pet waste as required by this subsection. Each Owner, Resident, and any person bringing or keeping an animal within the Development shall be absolutely liable to the Association and all other persons for any injury or damage to persons or property caused by the animal brought upon or kept upon the Development by such person or by its members of his or her household, tenants, guests, or invitees. Each Owner and Resident shall indemnify the Association and its officer, Directors, and agents against any and all claims, damages, losses, demands, liabilities, and expenses, including but not limited to attorney's fees, arising out of or resulting from the presence or conduct of any animal brought upon or kept within the Development by the Owner within an adjacent Lot's Residence for more than ten (10) minutes within an hour shall constitute a nuisance pursuant to this Declaration.
- 3) The Board may adopt and enforce pet Rules in addition to the provisions of this section. Such Rules may include, without limitation, regulations regarding the presence of pets in the Common area and requirements that pets may be registered with the Association. The Association shall have the right to prohibit the keeping of any animal with constitutes, in the sole and exclusive opinion of the Board, a nuisance or danger to any other person.

VEHICLE AND PARKING REGULATIONS

1. Prohibited Vehicles (RVs, Boats, and Trailers)

1.1. Parking Restriction

No trailer, motor home, recreational vehicle (RV), camper, or boat shall be parked, kept, or permitted to remain within the Development unless placed or maintained completely within an enclosed private garage. The parking of such a vehicle or trailer within a garage must not displace the parking of otherwise permitted standard passenger vehicles.

1.2. Temporary Exception (Loading/Unloading)

The Board may, in its complete discretion, permit the temporary use of a driveway or street for the purpose of loading, unloading, or preparing any Prohibited Vehicle for a trip. This temporary use shall not exceed twenty-four (24) hours in any seven (7) day period.

2: Commercial Vehicle Parking Regulations

2.1 Definition of a Commercial Vehicle

For the purpose of these Rules and Regulations, a **"Commercial Vehicle"** is defined as any vehicle that meets **ONE (1) or more** of the following criteria, **unless specifically exempted in Section 2.3:**

- Any vehicle **required to be registered as a commercial vehicle** under the California Vehicle Code (CVC §260).
- Any vehicle **used or maintained for the transportation of persons for hire, compensation, or profit**, such as **Motor Coaches, Buses, Shuttles, or large passenger vans** used for commercial services (e.g., touring, charters, or commercial ride-sharing services, but not standard personal ride-share vehicles).
- Any **Food Truck** (also known as a **Mobile Food Facility** or MFF), which is any vehicle or trailer designed, equipped, or used for the retail preparation, sale, or distribution of food or beverages.
- **Vehicles Defined by Size/Weight:** Any vehicle having a Gross Vehicle Weight Rating (GVWR) of **10,000 pounds or more**, or any vehicle or trailer that exceeds a maximum height of **8 feet** or a maximum length of **20 feet**. This specifically includes, but is not limited to: Truck Tractors, Semi-Trailers, Dump Trucks, or large-capacity Box Vans.
- Any vehicle used to **transport hazardous materials** or property that is unsecured or exposed.

2.2 Parking Restriction

No Commercial Vehicle, as defined above, shall be parked or stored within the Association's property, including on the streets, in driveways, or on any Lot, except as provided in the exceptions below.

2.3 Exceptions and Temporary Parking

The restriction in Section 2.2 shall **not** apply to the following:

- **Resident's Primary Vehicle (Branded Personal Use):** Standard size passenger vehicles, **SUVs, Vans, or standard manufacturer's pickup trucks** (defined as a GVWR of less than 10,000 pounds and less than 20 feet in length) which are utilized by a resident for business and may contain standard, non-obtrusive, professionally installed commercial signage (such as a company name and contact info) or visible, non-hazardous tools and equipment.
- **Service and Delivery (Temporary Parking):** Any vehicle, including those that meet the criteria in Section 2.1, while actively engaged in the **pick-up or delivery** of goods, wares, or merchandise, or while performing an active service (such as construction, repair, or moving)

for a resident or the Association. This temporary parking is strictly limited to the duration necessary to complete the pick-up, delivery, or service, and in no event shall the vehicle remain parked on the street for longer than **four (4) hours** within any 24-hour period.

- **Enclosed Parking:** Vehicles maintained completely within an enclosed private garage.

3. Vehicle Condition and Operation

3.1. Vehicle Condition and Registration

No inoperable or abandoned vehicle shall be parked, kept, or permitted to remain upon any area within the Development unless completely enclosed within the garage.

- **Inoperable Definition:** Any vehicle with a flat tire, broken glass, major body damage, or that does not possess **current, valid registration tags** that permit the vehicle to be legally operated on public streets, shall be considered inoperable after **seventy-two (72) consecutive hours**. A vehicle is not considered inoperable if it is lawfully parked and temporarily disabled pending repair.
- **Mufflers/Fumes :** All vehicles must be properly maintained and operated in compliance with all applicable California Vehicle Code (CVC) noise and emission standards. No vehicles (including scooters, motorcycles, or other motorized devices) that are **unreasonably noisy** or emit **foul-smelling or offensive exhaust fumes** shall be operated or left idling within the Development.

3.2. Maintenance and Repairs

No vehicle maintenance, or repairs of any kind may be made to vehicles within the Development, except such emergency repairs as are necessary to remove the vehicle from the Development (e.g., changing a flat tire) or repairs performed completely within an enclosed garage.

4. On-Lot Parking (Garage and Driveway)

4.1. Garage as Primary Parking

Owners and Residents shall utilize their Residence's garage as the primary parking space for vehicle parking. Garages may not be converted for use as a living space, storage unit, or other purpose that prevents the parking of at least one (1) standard-sized vehicle per garage space.

4.2. Driveway Parking

Residents may park permitted vehicles wholly within the paved driveway located on their Lot. Vehicles parked in a driveway shall not extend over the sidewalk or into the Common Area roadway serving the Development. Driveway parking is permitted only when all available garage spaces are occupied by parked vehicles.

5. Street Parking Limitations

5.1. No Parking Areas

There shall be no parking in areas on the private streets as designated and marked by the Association, including, but not limited to, red curbs, fire lanes, or reserved spaces.

5.2. Consecutive Parking

Vehicles may be parked on the streets, provided such vehicles are not parked on any street for more than three (3) consecutive nights within any seven (7) day period. The nominal movement of any vehicle (e.g., moving it to a spot a few feet away) for the purposes of preventing the application of this rule shall be ineffective.

Violations occurring on **public streets** are enforced by **notice only**, under the Davis-Stirling Act.

6. Enforcement and Towing

6.1. Association Towing Authority (Private Streets and Alleyways)

The Association is hereby granted the power and authority to cause the **towing, at the vehicle owner's expense**, of any vehicle which is parked within the Development in violation of any of the provisions of the Governing Documents, with the following stipulations:

- **Private Streets (Roadways and Driveways):** Towing from the Association's private streets and driveways shall be executed in accordance with all applicable California Civil Code and Vehicle Code requirements regarding notice and signage.
- **Alleyways and Fire Lanes:** Any vehicle parked in an **alleyway, fire lane (red curb), or other marked "No Parking" zone** that obstructs access, is an immediate safety hazard, or is in violation of the Governing Documents may be towed **without prior notice** to the owner or resident, subject to applicable state law.

6.2. City Street Towing (Public Right-of-Way)

The parking and towing of vehicles on any public street (a street dedicated to and maintained by the City of Sacramento) is governed exclusively by the **City of Sacramento Vehicle Code and Municipal Policies**. The Association's towing authority under this rule is limited to the private streets and common areas within the Development's boundaries.

6.3. Costs and Assessments

Costs incurred by the Association relating to the towing and/or storage of any vehicle parked in violation of any provision of the Governing Documents shall be assessed as a **Reimbursement Assessment** against the Lot Owner responsible, or whose household members, tenants, or guests are responsible for the presence of such vehicle.

7. Temporary Storage Containers (e.g., Moving Pods and Dumpsters)

7.1. Placement and Duration

The use and placement of temporary storage containers, including, but not limited to, **Moving Pods, PODS®, Temporary Storage Containers, and Roll-Off Dumpsters**, is subject to the following regulations:

- **Advance Notice Required:** Residents **must notify the Board or Management** in writing at least **forty-eight (48) hours** prior to the scheduled delivery of any temporary storage container.
- **Duration Limit:** No temporary storage container may remain on a driveway, street, or alleyway within the Development for more than **five (5) consecutive days** in any thirty (30) day period. Any portion of a calendar day counts as **one full day** toward the five-day limit.
- **Extension:** If a container is required for a longer period, the Owner must submit a written request for an extension to the Board, which may grant an extension at its sole discretion.

7.2. Location and Courtesy

- **Prohibited Placement:** Storage containers **shall not be placed in front of any Lot other than the Owner's Lot**, nor shall they be placed in a manner that obstructs the use of a neighbor's driveway or access to their home.
- **Access and Safety:** Containers must be placed in a location that does not obstruct

emergency vehicle access (including fire lanes), pedestrian walkways, or significantly impede vehicle traffic. They should be positioned entirely on the Owner's driveway unless placement on the driveway is not reasonably feasible due to physical constraints or safety considerations. If placement on a public street is necessary, such placement shall comply with all City of Sacramento permitting, parking and setback requirements, and the Association shall have no authority to waive such requirements.

GARBAGE AND REFUSE DISPOSAL

- 1) Trash, garbage, accumulated waste plant material and all other waste and refuse shall be deposited only in covered sanitary containers or recycling containers in accordance with the following provisions:
 - (a) No trash, garbage, rubbish, or other waste material shall be allowed to accumulate on any Lot unless stored in an appropriate sanitary, covered disposal container that is located within an enclosed garage of the owners residence or located within an enclosed area adjacent to the Owner's Residence and screened from the view of the Common Area, the streets or any other Residences.
 - (b) The Owners of Townhomes shall store their containers within their garages when not placed out for collection.
 - (c) Garbage, trash and/or recycling containers may be placed in the location designated by the garbage collection company, no earlier than 6 P.M. the day before and put away no later than midnight, the day that pick-up is to occur. All containers shall be placed away from parked vehicles and other obstructions.
 - (d) The containers shall be promptly stored as specified in (a&b) above after collection.
 - (e) No Owner or Resident shall permit or cause any garbage, trash or other waste or refuse to be kept upon any portion of any Lot outside of the Residence or elsewhere on the Development, except in sanitary, covered disposal containers.
 - (f) The Association requires that all members register the serial numbers on their trash containers, recycling containers, and compost containers with Management. Members must report any changes to their container serial numbers promptly, so that Management may update their records.

ANTENNAS AND SATELLITE DISHES

The installation of all antennas and Dishes shall be approved in advance by the Association or Architectural Review Committee.

- 1) All Permitted Dishes shall be placed in location which are not visible from the streets within the Development, where possible.
- 2) All permitted Dishes shall be installed in accordance with such reasonable restrictions which may be imposed as part of the Architectural Rules.
- 3) The Architectural Review Committee may review the location and installation of Permitted Dishes after installation. After its review, to the extent permitted by law, the Architectural Review Committee may require a Permitted Dish to be moved to the preferred location designated by the Committee.

SIGNS

No signs or flags shall be displayed from view on or from any Lot, Residence, Association Property or any portion of the Project without the approval of the Association, except as follows:

- 1) Noncommercial signs or posters not to exceed nine (9) square feet in size may be displaced from a Lot or Residence.
- 2) Noncommercial flags or banners not to exceed fifteen (15) square feet in size may be displayed from a Lot or Residence.
- 3) One sign of customary and reasonable dimensions, not to exceed four (4) feet in height and four (4) feet in width, advertising a Lot of sale, lease, rent or exchange may be displayed from a Lot or Residence.

SPORTS EQUIPMENT

Sports Apparatus: No sports apparatus, whether portable or fixed, including without limitation basketball standards or skateboard ramps shall be permitted within the Development. As used in this Section, the term "sports apparatus" does not include bicycles, roller skates, roller blades or any other similar unpowered wheeled equipment.

WINDOW COVERINGS

Drapes, window shades, or shutters shall be installed within ninety (90) days from close of escrow in the windows of all Residences and garages and shall comply with any Rules adopted by the Board. In no event shall windows be painted, nor shall aluminum foil, newspaper, bedsheets, cardboard or similar materials be placed in windows. All window coverings shall always be maintained in good repair and condition.

FRONT ENTRYWAY GUIDELINES

Homeowners are advised not to place any shoes, personal household belongings, or debris in plain view outside the front entryway of their homes . Any household items (shoes, toys, etc.) in the entryway must be concealed and neatly maintained in basket or small storage container that may be kept in the entryway. Keeping this area clutter-free contributes to the aesthetic appeal of the community. Only outdoor decorations and furniture are permissible, and they must also be limited in number and size to maintain a neat appearance and prevent obstruction of entryways or walkways. No indoor furniture of any kind is allowed.

Potted Plants: Residents are allowed to display potted plants at their front entryways, provided they adhere to the following conditions:

1. The number and size of potted plants should be limited to maintain a neat appearance and prevent obstruction of entryways or walkways.
2. Potted plants must be well-maintained, with regular watering and pruning to ensure they remain healthy and visually appealing.

Landscape Maintenance and Common Areas: It is prohibited to place or store any items in the landscape maintenance areas or common areas. These spaces should remain clear for the purpose of maintenance and the enjoyment of all residents.

HOLIDAY DECORATIONS

Owners are welcome to display holiday decorations on their properties no more than four (4) weeks before the nationally recognized holiday calendar date and two (2) weeks after. The decorations cannot be permanent. Residents who choose to place decorations or lights in landscape maintenance areas will forfeit landscape services in areas obstructed by these items for the duration of the time the items are present. Large inflatable decorations, structures, or displays that could obstruct walkways, driveways, or the line of sight of drivers are not permitted. Lights, music, or other decorations with sound elements should not disturb neighbors. Please avoid creating excessive noise during late hours. All decorations should be removed by the specified deadline to maintain the neat appearance of the community.

FIREWORK USE

General Prohibition on HOA Property

The use, possession, or discharge of any and all fireworks is strictly prohibited in the following areas:

- HOA Common Areas: Alleyways, common green spaces, clubhouses, pools, and all other HOA-owned or maintained property.
- Back-of-Home/Alley-Facing Driveways: Driveways or parking spaces that are immediately adjacent to alleyways or other common rear property.
- Public Property (City of Sacramento): All City streets, sidewalks, parks, and other public property. Use of any fireworks (even "Safe and Sane") in these areas is strictly illegal under City Code (Sacramento City Code, Chapter 8.48, including Ordinance 2025-0014).

Limited Use on Private Property

The use of State Fire Marshal-approved "Safe and Sane" fireworks only is permitted on a resident's private property under the following strict conditions:

Approved Location

Use is restricted to the front yard or the front-facing driveway of the private residence only.

Prohibited Location: Use is strictly prohibited in side yards, backyards, patios, or any rear-facing driveway/parking area.

Authorized Dates and Times (City of Sacramento Code, 8.48.050)

Use is permitted only between 9:00 a.m. and 10:00 p.m., from June 28th through July 4th of the same year.

Note: Residents are responsible for checking the exact, current, and official City of Sacramento ordinances each year, as regulations, hours, and fines are subject to change.

Mandatory Safety Precautions

The person discharging fireworks must ensure the following minimum safety precautions are met:

1. Water Source: A charged water hose, minimum 5-gallon bucket of water, or an approved fire extinguisher must be immediately on hand and easily accessible.
2. Clearance: A minimum clear space of 8 feet must be maintained around the fireworks, free of combustible materials, dry grass, vehicles, or structures.
3. Wind Conditions: Discharge is prohibited during high or gusty wind conditions.
4. Adult Supervision: Use must be supervised by an adult 18 years or older.
5. Disposal: Spent fireworks must be thoroughly soaked with water before being placed in a metal container or other non-combustible material for disposal.

Warning: All aerial and exploding fireworks are illegal. Any use outside these strict conditions is a violation of this rule and/or City ordinance.

Liability and Enforcement

HOA Fines and Liability

- Any violation of this rule, including failure to observe mandatory safety precautions or use in a prohibited area (including any HOA common area), will result in the immediate imposition of fines and/or enforcement actions as set forth in the Association's governing documents.
- The resident and homeowner assume **full responsibility and liability** for any fire, injury, or property damage to common or private areas resulting from the use of fireworks on their property.

City of Sacramento Fines and Legal Consequences

- The City of Sacramento enforces a strong **Social Host Liability** ordinance, which holds property owners and renters financially responsible if illegal fireworks are used on their property, regardless of who ignites them.

Violation Type	Fine Structure (Administrative Penalty)	Key Consequence
Illegal Fireworks (First Offense)	\$1,000	Fines can be issued based on photo/video evidence sent through the City's app or other enforcement actions.
Illegal Fireworks (Second Offense, within 1 year)	\$2,500	Fines are cumulative and can be issued year-round, not just on July 4th.
Illegal Fireworks (Each Additional Offense, within 1 year)	\$5,000	The City counts each individual illegal firework as a separate violation, rapidly stacking fines.
High-Risk Areas (Near schools, parks, or critical infrastructure)	Up to \$10,000	Maximum fines apply in these areas for possession, manufacture, or use of illegal fireworks.

Extreme Damage	Felony Charges (e.g., Arson)	Any person who discharges dangerous fireworks that ignite a fire causing great bodily injury or loss of property could face felony criminal charges, punishable by up to a year in county jail and state fines up to \$50,000 .
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Reporting

- **Non-Emergency Fire Line: 916-808-3473 (FIRE)**
- **Sacramento Fire Department App:** (Available for Android and Apple) Recommended for reporting illegal activity with video/photo evidence.
- **Emergency (Fire or Injury): 9-1-1**

MAINTENANCE OBLIGATIONS

ASSOCIATION MAINTENANCE OBLIGATIONS - Article 7.1 of CC&Rs

The Association shall maintain the Common Area, including, but not limiting to, the private streets, alleys, parking areas, common lights, landscaping areas, open spaces and paseos, masonry walls, water distribution system, surface and subsurface storm drainage facilities within the alleys and common areas in good condition and repair. The Association shall be responsible for the storm drainage basin, including but not limited to, the landscaping, storm water drainage facilities and water quality features, as well as pay the landscape water bill. The onsite water and storm drain system, where private systems occur shall be maintained by the Association.

- 1) Cluster Mailboxes: The Association shall maintain, repair and replace the cluster mailboxes.
- 2) Street Lighting: The Association shall maintain all street lighting within the Development. Including wall mounted carriage lighting in alleys(excluding the electricity).
- 3) Utility Connections: Utility lines and connections, including without limitation, water, sewer, electrical, cable television, telephone, telecommunication, and gas lines, which are located on, under, or over the Common Area, shall be maintained, repaired and replaced by the Association or by the utility company providing such service.
- 4) Walls and Fencing: The Association shall maintain, repair and replace all walls and fencing depicted in Exhibit C of the CC&Rs. The Association shall cause the removal of any graffiti on all walls and fences facing the common area or located on the perimeter of the development within seven (7) days of when it appears.
- 5) Front Yard Landscaping:
- 6) Water and Storm Drain Facilities
- 7) Surface Treatments
- 8) Landscaping Strips
- 9) Median Landscaping
- 10) Roundabout Landscaping
- 11) Public Right-of-Way Landscaping

The Association will have the following limited maintenance, repair and replacement responsibilities with respect to the Townhome Lots:

- 1) The Association shall maintain, paint, stain, repair and , when necessary, replace:
 - a) The exterior surfaces, siding and trim of the Townhome Residences, including the underlying structural components to which such surfaces are attached, but excluding any other structural elements of the walls, floor, or foundation of the Residence.
 - b) The roof structure and coverings of the Townhomes Residences, including the underlying sheathing to which the roof coverings are attached but excluding any other structural elements of the walls, floor, or foundation of the Residence and garage building.
 - c) The gutters, downspouts, and fencing for the trash enclosures of the Townhome Residences.
- 2) Sidewalks: The Association shall maintain and repair any defective sidewalk adjacent to and running parallel to a Townhome Lot, Lots or portion of a Lot along Edgeview Drive.

HOMEOWNER MAINTENANCE OBLIGATIONS - Article 7.2 of CC&Rs

Owners of Lots, Excluding Townhome Lots:

- 1) Residence and Other Improvements: Each Owner shall maintain, in good and attractive condition and repair, the Residence and other buildings and Improvements located on his or her Lot. The garage door of the Residence shall be maintained in good condition, appearance and repair.
- 2) Backyard and Courtyard Landscaping: Each Owner shall maintain any enclosed yard landscaping on his or her Lot in a neat and attractive condition. Each Owner shall complete the installation of backyard/courtyard landscaping on his or her Lot within on hundred eighty (180) days of occupancy of the Lot's Residence, which time period may be extended by the Board due to water restrictions imposed by the water supplier. Prior to commencing installation of landscaping within an enclosed yard, each Owner shall comply with the drainage restrictions described in Section 5.3 of the CC&Rs and shall obtain Architectural Review Committee approval of the proposed landscaping.
- 3) Sidewalks: An owner shall maintain and repair any defective sidewalk fronting such Owner's Lots, Lots or proton of Lot.

Owners of Townhome Lots:

- 1) The components and structural elements of the wall, floor and foundation of the Townhome Residence, as well as the structural components of the balconies that are a part of a Townhome Residence, including, but not limited to, the painting of the rails keeping same in a good and attractive condition.
- 2) The exterior light fixtures on the Owner's Lot.
- 3) The entire front or rear yard patio of the Residence.
- 4) Heating and air conditioning equipment.
- 5) Except for painting, the window panes, frames and hardware and doors and door frames.
- 6) Window and door screens.
- 7) All personal property, appliances and fixtures located within the Lot or Residence.

Maintenance Responsibilities of all lot Owners:

- 1) Utility Connections: Utility lines and connections, including without limitation, electrical, cable television, telephone, telecommunication, and gas lines, which are located on, under, or over any Lot and which are maintained, repaired or replaced by Owner of such Lot or by the utility company providing such service.
- 2) Fences and Party Walls: Each Owner shall maintain, repair and replace all fences and party walls in accordance with the following provisions:
 - a) The cost of maintenance and repair of a fence of party wall shall be equally shared by the owners who make use of the fence or wall without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under California Civil Code Section 841, as well as any rule of law regarding liability for negligent or willful acts or omissions.
- 3) Fencing within a lot that is not shared with another Lot shall be maintained, repaired and replace by the Owner of such lot.
- 4) The cost of maintenance and repair of a fence between the Common Area and a Lot shall be the sole obligation of the Association.

FAILURE OF OWNER TO MAINTAIN

- 1) Members have seven (7) days from the date of first notice to complete property repairs. If proof of repair is not submitted within ten days, a secondary final notice granting seven (7) days for repairs will be issued. If the total timeline of fourteen (14) days have elapsed and repairs are not complete, Homeowners will receive a notice from the management company stating an Executive Session Hearing has been scheduled before the Board of Directors. The Association can and shall levy a Reimbursement Assessment against any Owner and his or her Lot if a failure by such Owner or resulted in an expenditure of funds by the Association to deal with such a lack of compliance or to bring such Owner or his Lot into compliance.
- 2) The Board shall have absolute discretion to determine whether any maintenance, repair, or replacement which is the responsibility of an Owner is necessary to preserve the appearance and value of the property compromising the Development, or any portion of thereof and may notify an Owner of the work the Board deems necessary. Subject to the authority of the Board to authorize immediate emergency repairs as specified in section 7.6, in the event an Owner fails to perform such work within ten (10) days after notification by the Board to the Owner, the Board may, after written notice to the Owner and the right of a hearing before the Board, cause such work to be done and charge the cost there of to the Owner as a Reimbursement Assessment.

ARCHITECTURAL REVIEW COMMITTEE

ESTABLISHMENT AND COMPOSITION OF THE COMMITTEE

The Architectural Review Committee (ARC) shall consist of three (3) members of the Association. The ARC will strive to preserve the continuity of the original design of the community. All proposed improvements and modifications to the exterior of any home must comply with all Association documents and be submitted to the Board of Directors, in writing, on forms available from the Management Company.

DUTIES OF THE ARCHITECTURAL REVIEW COMMITTEE

- 1) It shall be the duty of the Architectural Review Committee (ARC) to consider and act upon proposals or plans submitted, and to carry out all other duties imposed upon it by the Declaration.
- 2) All decisions regarding proposed improvements shall be made in good faith and shall not be unreasonable, arbitrary, or capricious.
- 2) The ARC shall meet as necessary to properly perform its duties herein.
- 3) Every act done or decision made by a majority of the members of the ARC shall be the act or decision of the ARC.
- 4) The ARC shall keep and maintain a record of all actions taken by it such as meetings or otherwise.
- 5) The ARC and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any ARC function.
- 6) No improvement or alteration shall be installed or constructed within the project by an Owner until the plans and specifications showing nature, design, kind, shape, heights, width, color, materials and location have been submitted to and approved in writing by the ARC.
- 7) In the event that the ARC deems it necessary to consult with outside specialists to review the plans or inspect the proposed improvements, the applicant shall be responsible to pay the costs incurred for the consultation. No cost will be incurred, however, without the Owner's consent.
- 8) Any application which does not contain all the information required would not be considered submitted. Owners will receive written notification should this occur.
- 9) In the event that the ARC has not been appointed the Board of Directors will act as the ARC.

ALTERATIONS TO LOTS AND RESIDENCES

Except for improvements constructed or installed by Builder, no building fence, wall or other structure or improvement shall be erected, altered or placed on any Lot until building plans, specifications and a plot plan showing the location of structures on the lots have been submitted to the Architectural Review Committee for review and approval as described in the Architectural Guidelines herein contained.

SOLAR ENERGY SYSTEMS - Article 5.2 of CC&Rs

In accordance with California Civil Code 714 and 714.1 each Owner may install or use a solar energy system, as defined in California Civil Code 801.5, on the Owner's Lot to serve his or her domestic needs, so long as (a) the design and location of the solar energy system meets the requirements of all applicable governmental ordinances and regulations, and (b) the design and location receives the prior written approval of the Architectural Review Committee (ARC), (or the Board if the ARC does not exist) subject to any conditions, terms and requirements that may be imposed on said Owner.

DRAINAGE

No owner shall do any work, construct any Improvement, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Owner's or adjacent Lots or parcels or Common Area as established in connection with the approval of the final subdivision and parcel maps applicable to the Development, except to the extent such alteration in drainage pattern is approved in writing by the Architectural Review Committee, and all other public authorities having jurisdiction. All roof downspouts shall discharge to earthen swales, landscaping or other pervious areas. No downspout shall discharge to an impervious area.

LANDSCAPING

Owners are required to maintain any enclosed yard landscaping on his or her Lot in a clean and attractive condition. Each Owner shall complete the installation of backyard/courtyard landscaping on his or her Lot within one hundred eighty (180) days of occupancy of the Lot's Residence. Prior to commencing installation of landscaping within an enclosed yard, each Owner shall comply with the drainage restrictions described in Section 5.3 of the CC&R's and shall obtain Architectural Review Committee approval of the proposed landscaping.

- 1) While each home's water supply may be used for these areas' irrigation, all such systems are installed and maintained for the benefit of the community and are under the exclusive control of the Association's designated landscape contractor. Homeowners/residents are prohibited from adjusting, altering, or otherwise interfering with the operation of any irrigation system within these designated areas, even if the water supplying the system originates from their home. Any malfunction or issue with an irrigation system in these areas should be reported directly to Management. Homeowners/residents retain control over irrigation systems and landscaping in their private back or side yards, as long as these areas comply with all other relevant HOA rules and regulations. The Association can and shall levy a Reimbursement Assessment and/or fines against any Owner and his or her Lot if a failure by such Owner or resulted in an expenditure of funds by the Association to deal with such a lack of compliance or to bring such Owner or his Lot into compliance.
- 2) The design, installation, maintenance, and modification of all landscaping within the community, including but not limited to trees, shrubs, hedges, and ground cover, are the exclusive responsibility of the Association's designated landscape contractor. Homeowners/residents are prohibited from making any changes or requesting changes to the landscaping without prior written approval from the Association's Board of Directors. The Association can and shall levy a Reimbursement Assessment and/or fines against any Owner and his or her Lot if a failure by such Owner or resulted in an expenditure of funds by the Association to deal with such a lack of compliance or to bring such Owner or his Lot into compliance.
- 3) Each Homeowner is responsible for ensuring their property is kept in good condition. This includes promptly reporting any issues with the landscaping, such as dead or diseased plants, irrigation malfunctions, or pest infestations, to the Association's Management. Failure to report such issues promptly (within 30 days) may result in the homeowner being held responsible for any resulting damage or increased maintenance costs.

GUIDELINES FOR SUBMITTAL OF ARCHITECTURAL PLANS

The Architectural Control Committee strives to preserve the highest standard and quality of life for each owner within The Cove. Architectural approval must be given for structural changes prior to the start of any work.

To hasten the approval process, please follow these guidelines:

- 1) Please complete a description of the proposed changes.
- 2) Include plans, to scale, that show:
 - a) Location of improvement to Lot.
 - b) Complete dimensions of changes proposed.
 - c) Description of materials and color scheme.
- 3) Please submit the following:
 - a) Completed APPLICATION FOR ARCHITECTURAL IMPROVEMENTS FORM.
 - b) Mail or email to:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION

C/o Landmark Limited Group, Inc.

1731 E. Roseville Pkwy. Suite 100

Roseville, California 95661

Office: (916) 746-0011 * Fax: (916) 746-0088

Email: homeimprovements@landmarklimited.net

Management will confirm the receipt of your plans. The plans will be reviewed, and you will receive a written notice of the decision of the Architectural Review Committee no later than forty-five (45) days from receipt of your request. The Association therefore encourages applicants to begin this process before the work is scheduled.

Upon approval of the ARC, the Owner shall diligently proceed with commencement and completion of all work so approved. Work must be commenced within ninety (90) days from the date of approval. All work approved by the ARC must be completed within one (1) year from the date of approval. Any request for an extension shall be in writing.

In accordance with California Civil Code Section 4765(a)(5), unless the ARC is comprised of the Directors, who make their decision at a Board meeting, if an Owner's Improvement application is disapproved by the ARC, the applicant shall be entitled to request reconsideration by the Board.

The Board shall consider the reconsideration request at a meeting held in accordance with California Civil Code Section 4900.

Upon the completion of any installation, construction, reconstruction, alteration, or refinishing of the exterior of any Improvements, or upon the completion of any other work for which approved plans are required the Owner shall give written notice to the Architectural Review Committee.

If the Architectural Review Committee finds that such installation, construction, reconstruction, alteration, or refinishing was not done in substantial compliance with the approved plans, the Owner shall be notified in writing of such non-compliance within sixty (60) days from receipt of

written notice of completion, and the Owner shall be required to remedy the non-compliant issue.

If the Owner fails to remedy the non-compliant issue upon the expiration of thirty (30) days from the date of notification, the ARC shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged non-compliance.

At the hearing the Board shall consider all information and shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling.

THE COVE

HOME IMPROVEMENT APPLICATION

IMPORTANT:

Work may not begin prior to the Committee or HOA Boards approval.

All applications must be submitted with drawings, sketches, pictures, etc. If the application is submitted incomplete it will be returned so that it may be completed.

A decision on an application may take up to 30 days from the date the application is processed. Owners will be notified of a decision no later than 45 days from the date the application is deemed completed.

**In consideration of your neighbors, please restrict the hours of construction to
8:00 a.m. until 6:00 p.m. only.**

NAME: _____ DATE: _____

ADDRESS: _____ LOT NO: _____

PHONE: (H) _____ (W) _____

PROPOSED COMPLETION DATE: _____ E-MAIL: _____

TYPE OF ARCHITECTURAL AND/OR LANDSCAPING IMPROVEMENT

MODIFICATIONS/ADDITIONS:

- ___ Remodeling/Additions
- ___ Garage Doors/Exterior Doors

Is material same color and type as your house?

___ Yes ___ No

- ___ Driveway/Walkways
- ___ Gazebos/Sheds/Play Equipment
- ___ Greenhouses/Sun Rooms

Materials to be used:

Wood Stucco Brick
Stone Concrete

- ___ Swimming Pool/Spa/Solar Panels

Other _____

- ___ Decks/Patios
- ___ Arbors/Overhangs
- ___ Dog Houses/Runs
- ___ Fences/Fence Additions

(Specify color and include a color sample)

Painting:

- ___ Repaint house same color
- ___ Repaint house NEW color

- ___ Retaining Walls

(Attach paint color samples)

- ___ Landscaping: front yard _____ backyard _____ *(plant location and species required)*

ADDITIONAL COMMENTS:

Acknowledgement of all neighbors who will be affected by your alterations/improvements is required. To expedite the processing of your application, please show and explain your plans to all those neighbors who will be affected and have them sign in the appropriate place below.

NEIGHBOR ACKNOWLEDGMENT:

I have reviewed the plans of the proposed addition of _____ and am aware of all their proposed alterations/improvements shown on the attached plan.

ADDRESS NAME *(PRINT)* SIGNATURE PHONE # DATE

GENERAL CONDITIONS OF APPROVAL:

- 1. Comply with Covenants, Conditions and Restrictions and established Design Guidelines previously approved by the Board of Directors.**
- 2. Obtain all necessary governmental approvals. Construction shall comply with applicable laws, ordinances, codes and regulations within the County of Sacramento.**
- 3. If construction waste or excavation material results, it shall be disposed of properly. Adjoining properties are not to be disturbed.**
- 4. No construction materials or debris of any type shall be stored or dumped on any street within the development.**

Upon approval the Owner shall diligently proceed with commencement and completion of all work so approved. Work must be commenced within 90 days and be completed within one (1) year, from the date of approval. Any request for an extension shall be in writing.

The undersigned applicant requests approval of the improvements described above based upon the plans included with this application. Applicant understands and agrees to comply with general conditions stated above.

X _____
OWNER SIGNATURE **TODAY'S DATE**

RETURN APPLICATION AND PLANS BY MAIL OR EMAIL TO:

The Cove at Sacramento Community Association

E-MAIL: Homeimprovements@landmarklimited.net

C/o Landmark Limited Group, Inc.

1731 E. Roseville Pkwy. Suite 100

Roseville, CA 95661

If you have any questions, please call Landmark Limited: (916) 746-0011



THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION – ARCHITECTURAL REVIEW COMMITTEE

(For Association Use only)

___APPROVED ___NOT Approved___Conditionally Approved

COMMENTS:

By:_____Date: _____

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION
DELINQUENT ASSESSMENT COLLECTION POLICY

1. Regular assessments are due, in advance, on the first (1st) day of each assessment period and delinquent if not received, in full, by the Association's bank within fifteen (15) days after the due date thereof. Special Assessments and Reimbursement Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due. A late charge of ten dollars (\$10.00) or percent (10%) of the delinquent assessment, whichever is greater, shall be due on any such delinquent assessment. The Association may also recover interest on all such amounts due once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.
2. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid thirty (30) days after the original due date, a management letter may be prepared and sent to the owners at the owner's cost of \$35 per letter.
3. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid sixty (60) days after the original due date, a "Notice of Intent to Lien" will be prepared and sent to the owner(s) by certified mail. The Notice will, among other things, state the current charges owed by the owner(s), and any additional information required by California Civil Code Section 5650-5675 or comparable superseding statute.
4. If all such amounts have not been received ninety (90) days after the original due date thereof, or thirty (30) days after the mailing of a "Notice of Intent to Lien", whichever is later, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount secured by the lien.
5. If all such amounts have not been received, in full, within thirty (30) days after the recordation of such Lien, or within the time frame outlined in Civil Code Section 5710, whichever occurs later, the Association may, without further advance notice to the owner(s), proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).
6. The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
7. The Board may, for good cause based upon the Board's sole discretion, agree to a payment plan which permits payment of the delinquent assessment(s), late charges, interest, and collection costs.
8. Unless the Board agrees to a payment plan as specified in Section 7 above, all amounts due pursuant to this policy, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the institution of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.
9. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time as all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.

10. The Association shall charge a “returned check charge” of twenty-five dollars (\$25.00) for all checks returned as “non-negotiable”, “insufficient funds” or any other reason.
11. All above-referenced notices will be mailed to the owner(s) at the last mailing address provided in writing to the Association by such owner(s).
12. The mailing address for overnight payment of assessments is:

THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION
C/O Landmark Limited Group, Inc.
1731 East Roseville Parkway, Suite 100
Roseville, CA 95661

A different address for delivery of assessment and related payments may be designated by the Board from time-to-time.

13. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

**The Cove at Sacramento Community Association
Schedule of Fines and Enforcement Procedures**

1. **Purpose and Authority.** This Schedule of Fines and Enforcement Procedures ("Rules") is adopted by the Board of Directors pursuant to the Association's governing documents and Civil Code sections 5850 *et seq.* Its purpose is to encourage compliance through fair and consistent enforcement and to establish a lawful process for disciplinary actions.
2. **Notice and Hearing Requirements.** The Association may, but it not required to, send courtesy or warning notices before proceeding with the notice and hearing procedures described herein. Before any fine or disciplinary action is imposed, the Owner shall be provided notice and an opportunity to be heard by the Board of Directors, consistent with Civil Code section 5855, including:
 - (a) Written notice of the alleged violation at least ten (10) days before the hearing.
 - (b) A hearing before the Board (or a committee appointed by the Board) in executive session, unless the Owner requests otherwise.
 - (c) An opportunity for the Owner to attend and address the Board.
 - (d) Written notice of the Board's decision within fourteen (14) days after the hearing.
 - (e) A right to request internal dispute resolution if the Owner disagrees with the outcome.
3. **Right to Cure Before Hearing.** The Board shall not impose discipline under either of the following circumstances:
 - (a) The Owner cures the violation to the Board's satisfaction before the hearing; or
 - (b) The Board may not impose discipline if the violation is not reasonably cured before the hearing and the Owner provides satisfactory written documentation to the Association of a good faith financial commitment to correct the violation within a reasonable time.

A *financial commitment* to cure may include, but is not limited to, a signed contract, invoice, deposit receipt, or other written proof that the Owner has retained a qualified service provider to complete the required work.
4. **Fine Schedule.** Except as provided in Section 5, the maximum fine that may be imposed for any violation is one hundred dollars (\$100) per violation. Fines may only be imposed after notice and hearing, and only for violations that are separate and distinct in nature.

Each fine must be based on a new and separate violation. A single, ongoing condition may not be fined more than once unless a new and distinct act or omission occurs. Repeated violations of the same type on different dates (such as separate noise disturbances or unauthorized parking incidents) may be subject to additional fines, provided that each occurrence constitutes a separate and distinct event.

5. Health or Safety Violations; Exception to Fine Cap. In the Board's discretion, a fine up to \$100 per violation for the first violation, up to \$200 for a second violation within 15 months of the first violation, up to \$300 for a third violation within 15 months of the second violation, and up to \$400 for an additional violation within 15 months of the violation, may be imposed only if both the following conditions are met:

(a) The violation may result in an adverse health or safety impact to the common area or another member's property.

(b) The Board makes a written finding specifying the nature of the health or safety impact in a board meeting open to the members.

6. Reimbursement Assessments. In addition to disciplinary fines, the Board may impose a Reimbursement Assessment to recover actual costs caused by a violation, including but not limited to:

(a) Repair of damage to the common area; or

(b) Administrative or legal expenses incurred to enforce compliance; or

(c) Costs to remedy the violation or bring the property into compliance.

7. Suspension of Privileges. Following notice and hearing, the Board may suspend the Owner's right to use common area recreational facilities, as permitted by law and the governing documents.

8. Non-Exclusive Remedies. These enforcement measures do not limit the Association's right to pursue other legal or equitable remedies, including internal dispute resolution or injunctive relief.

9. No Late Fees or Interest for Fines. Pursuant to Civil Code section 5850(e), the Association shall not charge any late fee, interest, or finance charge on unpaid fines.

10. Member Access to Fine Schedule. A copy of the current Schedule of Fines and any applicable supplement shall be included in the annual policy statement and made available to any member upon request.