



**R-Ranch in the Sequoias
Owner's Association
HC1, Box 104
Kernville, CA 93238
Phone: (760) 376-3713
Fax: (760) 376-4145**

Non-compliance Communication

Date:

To:

Re: Trailer or RV not in compliance at R-Ranch in the Sequoias

Dear:

Sometimes important items get missed and situations arise in life which can cause some obligations to be pushed back from what a person may have planned. This might have been one of those items.

The R-Ranch in the Sequoias Owners Association has found your RV/Trailer is not in compliance with the CC&Rs, and Rules and Regulations. This communication serves as a 30 notice. Please contact the ranch within the 30 days to make arrangements and resolve the situation.

Should this 30 day period elapse without communication from you, the association will follow the discipline and remedy procedures according to the CC&Rs, By-Laws, and Rules and Regulations. This may include unhooking the RV from utilities and moving it to an alternate site at your expense.

Sincerely,

CC&Rs

1. LIABILITY AND LIENS.

Each owner holds one fractional undivided interest in the Property for each Interest owned and the Declarant shall be deemed to be the holder of all fractional interests in the Property other than those held by Owners. Declarant, for each fractional interest held by it, hereby covenants and each Owner by accepting a Deed of an Interest, whether or not it shall be so expressed in the Purchase Agreement or Deed, shall be deemed to have

covenanted and agreed, for each fractional interest held, to pay to the Association the regular Assessment, all special Assessments, and all other sums due, which shall be established, made and collected as hereinafter provided. In each instance wherein an owner of an undivided interest in R-RANCH IN THE SEQUOIAS is made liable to the Association for an assessment, monetary penalty, or other sums due, pursuant to these restrictions and the implementation thereof, such liability shall be a personal liability of such owners. In the event such liability is not satisfied when due, it shall be and become delinquent and interest at the rate of twelve percent (12%) per annum (or such other rate of interest as the Board may from time to time establish) and all costs, including a reasonable sum for attorney's fees, shall be added thereto. If such delinquency is not cured within ten (10) days after it becomes delinquent, the Association, to which such sum is owing may:

- (a) Have full power and authority to enforce compliance with this Declaration, the Bylaws and the Rules and Regulations in any manner provided for herein by law or in equity, including, without limitation, bringing (i) an action for damages; (ii) an action to enjoin any violation or specifically enforce the provisions of this Declaration, the Bylaws and the Rules and Regulations; and (iii) an action to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner. In the event the Association or any Owner(s) shall employ an attorney to enforce any provision(s) of this Declaration, the By-Laws or the Rules and Regulations against any Owner, the party engaging the attorney shall be entitled to recover from the Owner violating any such provision(s) reasonable attorneys' fees and costs in addition to any other amounts as provided for herein. All sums payable hereunder by an Owner shall bear interest at twelve percent (12%) per annum (or such other rate of interest as the Board may from time to time establish) from the date due, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in this Declaration, commencing ten (10) days after repayment is requested. All enforcement powers of the Association shall be cumulative. Each Owner by accepting a Deed shall be deemed to have covenanted and agreed that the Association shall have all of the rights, powers and remedies set forth in this Paragraph 7 and elsewhere in this Declaration.
- (b) If any Owner or his Designated User shall be in breach of this Declaration, the Bylaws or the Rules and Regulations, including, but not limited to, the failure of such Owner to pay any Assessment on or before the due date thereof, subject to the limitations hereinafter in this subparagraph set forth, the Association may suspend the right of such Owner and his Designated User to use or occupy the Property or reserve any Unit and the right of such Owner to participate in any vote or other determination provided for herein. If such suspension of privileges is based on the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspended privileges of such Owner and his Designated User shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement. If such suspension of privileges is based on any act or omission other than the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, no suspension shall be made except after a meeting of the Board at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the Bylaws for the noticing, calling and holding of a special meeting of the Board. Written notice of such meeting and the purpose thereof, including the reasons for the suspension sought, shall be given to the Owner and Designated User whose privileges are being sought to be suspended at least fifteen (15) days prior to the holding of such meeting. Such Owner and Designated User shall be entitled to appear at such meeting and present the case as to why such privileges should not be suspended. The decision as to whether such privileges should be suspended shall be made by a majority of the members of the Board present at such meeting. Written notice of suspension and the reasons therefor shall be given to the suspended Owner and Designated User and the suspension shall become effective on the date such notice is given but not earlier than the fifth day following the date of such decision.

By-Laws, Article VI

Directors

All special assessments shall be levied against all owners on the same basis as regular assessments except that a special assessments against a member to reimburse the Association for costs of bringing the member and his interest into compliance with the Declaration, Articles, By-Laws or rules and regulations need not be assessed equally against all owners.

Rules and Regulations

Section 8

B. Vehicle Condition Checklist

Every RV or utility trailer brought onto Ranch property must meet, and continue to meet, minimum standards of maintenance and condition. These standards are listed in the Vehicle Condition Checklist, a copy of which will be provided to a Designated User or Guest upon request. Inspection of this vehicle must be made by the Ranch Manager, or the Manager's designee, within 48 hours of the vehicle's arrival on the property.

A vehicle that fails to meet the minimum requirements, per the checklist, must be removed from the Ranch by its registered owner and may not return until it can comply with the checklist. Failure to remove the vehicle will subject it to removal and off-site storage by the Ranch, at the registered owner's expense.