

COPPER VILLAGE NEWS

JUNE 2016

971 Feather Dr. #122

Copperopolis, Ca 95228

This Newsletter is mainly to provide the Members with 30 Days' Notice on 2 policies: 1) Delinquency Policy and 2) a new Code and Compliance Violations Policy plus see what you think of a new idea for Cluster Mail Boxes, which will be an expensive investment. This Newsletter is dry and wordy but necessary.



Centralized Mail Delivery

Centralized mail delivery is where the United States Postal Service (U.S.P.S.) delivers mail and parcels to a centralized location. Centralized mail delivers or typically required by the U.S.P.S. in new construction and major renovations as it is an efficient method of mail service. Highly visible centralized mail locations are safer than isolated delivery locations and provide protection against mail and package theft and vandalism.

Salsbury Industries Cluster Box Units (CBU's - see pages 8-15) and 4C Horizontal Mailboxes (see pages 16-23) are approved by the U.S.P.S. for centralized mail delivery. Salsbury Industries is officially licensed by the U.S.P.S. (License # 1CDSEQ-08-B-0026) to manufacture CBU's and is a U.S.P.S. approved manufacturer of 4C Horizontal Mailboxes.

A FUTURE PROJECT!?!?

**A rough estimate for
the total project is**

\$21,000.00 - \$26,000.00

Office Hours are Tues. and Thurs. 9am – 3pm 209 785-2740

Email: ccunit8a@caltel.com Website: ccunit8a.org

This is to provide the 30 Days' Notice, as required by Civil Code §4360 Davis-Stirling, of the proposed Code and Compliance Violations, proposed Fines and Suspension of Privileges together with a new Notice of Violation. Full text is provided.

The Code of Compliance Violations is a first time listing of all violations that are subject to fines. It places in one documents requirements of the CC&Rs, Additional Restrictions, and By-Laws, together with violations published in past Newsletters and listings of problems within the community. The proposed items contain a new reduced fine schedule which will take effect when adopted by the Board. Old fines will not be reduced or grandfathered into the new schedule. There is a ledger which explains where the particular violation was derived.

PROPOSED
FINES and
SUSPENSION OF PRIVILEGES
SCHEDULE Rule
June 2016

At the _____ 2016 Board Meeting, the Board of Directors revised the Fine Schedule dated September 21, 2013, Resolution 2014-01, as follows:

1. General fines are:
 - Warning 30 days to cure offense.
 - \$100.00 for the offense 30 days after the warning.
 - \$100.00 each 30 days thereafter, that the offense is not fixed/cured to the satisfaction of the Code and Compliance Committee.

All fines must be paid within (30) days from the date on the Notice of Violation.

2. Should the responsible party, member, feel the violation is in error, the Member may appeal to the Board of Directors, in writing or at a regularly scheduled Board meeting, within (30) days of the date on the Notice of Violation.
3. Should no action be taken by the Member within (30) days from the date on the Notice of Violation, access privileges to Association Common areas will be suspended in addition to the \$100.00 fine each 30 days that the offense is not cured.

VIOLATIONS

- A. Violations of Governing Documents; i. Declaration of Conditions & Restriction; ii. Articles of Incorporation; and iii. By-Laws.
- B. Violations of Association Operating Rules.
- C. Violations of the Architectural Control Board (ACB) Rules.
- D. Violation of Code of Compliance Rules.

- E. Destruction/damage to common areas and/or facilities carries the above fine plus monetary charges for reimbursement to the Association for costs incurred for repair and/or replacement. Davis-Stirling at Civil Code §5855, Requirements for Disciplinary Action by the Board, shall apply to this Violation paragraph H., Destruction and/or Damage to common areas and/or facilities.

Procedure

1. Member will be given a Notice of Violation.
2. Member will have (30) days from the date on the Notice of Violation to pay the stated fine, fix the infraction, or appeal to the Board of Directors as specified in Paragraph 4. above.

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Code and Compliance Violations Subject to Fines and Suspension of Privileges Operating Rules

At the _____ 2016 Board of Directors' Meeting, the Board adopted these Code and Compliance Rules to list in one document the Code and Compliance violations which carry General Fines. This list is a central composite of violations taken from the Covenants, Conditions & Restrictions (CC&Rs), By-Laws, and general announcements in past Newsletters.

The following codes are used:

8A = Declaration of Additional Restrictions Copper Cove Subdivision at Lake Tulloch Unit No. 8-A dated 30 Dec 1971.

GR = Declarations of Establishment of Conditions and Restrictions Unit two & Unit One, dated 9 Jun 1969

BL = By-Laws of Copper Cove Unit 8-A Owners' Association, dated Jun 27, 1972

N = Newsletters

1. No noxious or offensive activity shall be carried on upon any lot: nor shall anything be done thereon which may be or may become an annoyance or nuisance to other owners of lots in Unit 8-A (8A 9.(c))

June 2016

2. Lot owners may display a sign of customary and reasonable dimensions, advertising the lot for sale. No other signs or advertisements shall be displayed on Lots 8-A17 through 8-A181 inclusive or in easements or rights of way, except as permitted by the Board of Directors' in writing. (8A 9.(e))
3. No boat, boat trailer, travel trailer, camp trailer, or any similar personal property, shall be stored in Unit 8-A without the prior written approval by the Board of Directors'. (8A 9. (f))
4. Each owner of a lot shall: (8A 9. (h))
 - A. Maintain the entire lot in a neat and clean condition at all times.
 - B. Within 90 days of the installation of a mobile home, skirt the same by enclosing (using good and substantial materials) the entire space between the mobile home and the ground.
 - C. Provide and maintain at least minimal landscaping on the entire lot, consisting of a grass lawn and/or other plant ground cover and/or paving, consisting of crushed rock, brick, cement, or other similar materials.
 - D. The Board of Directors' reserves the right, but shall have no obligation, to enter upon all lots, blocks, or parcels of land to care for, cut grass, remove rubbish, and keep all lots, blocks or parcels of land from creating an unsightly appearance, and to charge the owner of said lot, block or parcel of land the actual cost plus 10% for services performed in alleviating such unsightly appearance.
5. All drying of laundry must be conducted in areas on individual lots that are completely screened from view of any adjacent lot or lots. (8A 9. (j))
6. Television reception within Unit 8-A shall be by means of underground television cable / Satellite. No television or radio antenna or towers shall be erected or maintained without the prior written consent of the Board of Directors. (8A 9. (k) with satellite added)
7. No animals or pets, whether household or otherwise, shall be kept in said tract outside of individual lots. Animals and pets shall be leashed when outside of individual lots. Pet owners are responsible for cleaning and disposing of animal waste. (8A 9. (l))
8. Pet nuisance barking (N)
9. No tent, shack, garage, barn, other outbuildings, or structure of a temporary character shall be used as a residence temporarily or permanently. (GR 1, (c))
10. No automobiles are to be stored on the street or common area.
11. Five (5) gallon propane tanks are not to be attached to LPG lines for the purpose of providing propane to a home, home appliances or water heater.
12. Noise level, radio, music and other noise should be kept low as to not be a disturbance or nuisance to other adjacent lot or lots.
13. There are to be no roosters kept in the 8A community.
14. Littering
15. Junk – Definition – Junk means, and is not limited to, trash, refuse, paper, glass, cans, bottles, rags, ashes, trimming from lawns, yards, trees, shrubbery, including plants and leaves, and other solid waste or salvageable materials other than garbage; inoperable appliances, parts, tools; inoperable and unregistered vehicles, vehicle parts, vehicle wreck or ruins; discarded furniture; dirt, rocks, and materials from the demolition, alteration or construction of buildings or structures, unless such dirt, rocks, or other materials from demolition, alteration or construction are being used for purposes of fill material.
 - A. Within Copper Cove Unit 8A community, no property owner, tenant, occupant or other use of public or private property shall permit or cause to accumulate junk, debris, or junk cars.
 - B. Option to Abate or cure:

1. Junk vehicles and/or junk and debris must either be placed in a structure with solid walls and a roof (approved by ACB) or
2. Remove from the property or
3. In the case of junk vehicles, the vehicles must be made road operable, licensed, and registered with the Department of Motor Vehicles within 60 days of a Code and Compliance Warning. (County)

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Copper Cove Unit 8A Owners' Association Notice of Violation

Date: _____

Issued By: _____

Property Address/Lot #: _____

Property Owner: _____

Warning – 30 days to cure infraction.

\$100.00 for the 1st 30 days the infraction is not cleared after the warning.

\$100.00 each 30 days thereafter for infractions that are not fixed/cured.

Description of Violation: Violation Number: _____

If you feel this violation is in error, you may appeal to the Board of Directors, either in writing or a regularly scheduled Board meeting in person.

Paid

Appealed

This is to provide the 30 Days' Notice of the proposed June 2016 Delinquency Policy as required by Civil Code §4360 Davis-Stirling. Full text is provided.

BOLD PRINT IS THE NEW ADDED LANGUAGE

The changes contained in this proposed Delinquency Policy are: 1) The late charge will be 10% of the delinquent assessment or ten dollars (\$10.00) whichever is greater. The specific dates as to when the late fees will be charged are listed in paragraph 2. A sample Payment Plan is made as an attachment. The effect of this new Policy is to charge in accordance with Davis-Stirling at a higher rate to encourage payment of assessments and specify a payment plan for Members in default.

**COPPER COVE UNIT 8A OWNER'S ASSOCIATION
2016 DELINQUENCY POLICY
Proposed June 2016**

DRAFT

Timely payment of regular and special assessments is of critical importance to the Association. Member's failure to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payments of their assessments to bear a disproportionate share of the community's financial obligations. Therefore, the Board of Directors has once again adopted the following policies and procedures concerning the collection of delinquent assessment accounts:

1. All regular assessments shall be due and payable on the first day of each quarter being January 1, April 1, July 1, and October 1. All special assessments shall be due and payable on the date(s) specified by the Board upon their adoption.
2. Assessments shall be delinquent on the 15th day after they become due, **January 15, April 15, July 15, and October 15**, if not actually received prior to the delinquent date.
3. If any assessments are not received, in full, prior to the delinquency date, **a late charge not exceeding 10 percent of the delinquent assessment or ten dollars (\$10.00), whichever is greater shall be due**, and the Association may then commence enforcement actions. In such event, the Association may recover from the delinquent owner any reasonable costs, including attorney's fees, that the Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together all delinquent assessments, late charges, interest or other charges due, to cure the delinquency.
4. If any assessment payment is due and unpaid for more than 30 days, interest shall be imposed on all sums due, including the delinquent assessments, collection costs (including attorney's fees), and late charges, at a rate of 12% per annum.
5. Once any assessment is delinquent after 150 days, the Association may cause a notice to issue by certified mail to the owner's address of record of the existence and amount of the delinquency, and providing other relevant information ("Delinquency Notice")
6. Owners who dispute any amounts specified in a Delinquency Notice may submit a written request for dispute resolution to the Association under the Association's "Meet and confer" dispute resolution program. If the Association received any such request, the Association will "meet and confer" with the owner making such request in accordance with the Association's "Meet and Confer" procedure.
7. Owners desiring a payment plan to resolve the Delinquency Notice may submit a written request for consideration by the Board of Directors by mail or electronic mailing. Provided that such request is mailed within 15 days of the Delinquency Notice and a regular meeting of the Board of Directors is scheduled to occur within 45 days, so the Board can discuss approval/denial of such agreement. If there is a scheduled meeting during such period, a committee of one or more members may be designated by the Board to meet with the owner. The Board may also give permission to the accountant to make such decisions. Payment plan agreements may be reviewed on a case by case basis. Payment plans shall contain such terms as the Board, its designated committee, and/or accountant,

and shall be signed by the owner(s) and an authorized representative of the Association. See attachment A -- **Sample Payment Plan.**

8. If a delinquency has not been paid within 30 days after the mailing of a Delinquency Notice, the Association may cause this to be recorded in the County Records Office a Notice of Delinquent Assessment ("Lien") concerning all sums which are then due, including any assessments, late charges, costs, and reasonable attorney's fees, to confirm and give public notice that the Association claims a lien against the delinquent owner's property which may be subject to foreclosure by either non-judicial or judicial foreclosure.
9. Prior to the time the Association retains counsel to handle an assessment delinquency, the mailing address for overnight payment of assessments to the Association is: **971 Feather Drive #122, Copperopolis, CA 95228.** From and after the issuance of a Delinquency Notice, the Association, acting through counsel or any other authorized representative of the Association, may give written notice to the delinquent owner establishing a new address for all further communication to the Association relating to delinquent and/or new accruing obligations for assessments and other charges due to the Association. And restricting the authorized addresses and/or recipients for any notices or other communications to the Association was concerning, or during the pendency of, any delinquency proceedings relating to such Delinquency Notice.
10. Subject solely to the provisions of Paragraphs 6 & 7 above, once the Association has retained counsel to handle an assessment delinquency for the Association, all communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien, until any such delinquency is fully satisfied.
11. From and after the recordation of a Lien, the Association may pursue enforcement of the Lien and collection of any amounts due with respect to the Lien in any manner permitted by law, including without limitation judicial or non-judicial foreclosure, as the Association determines to be appropriate, subject to, and in accordance with, all applicable legal requirements.
12. Owners have the right to submit in a written request to the Association identifying a secondary address for the purposes of assessment enforcement notices. If the Association received any such written request designating or changing any such secondary address, the Association shall send a second copy of any legal notices, or other required correspondence, issued in support of the Association's assessment enforcement procedures to such secondary address from and after the time of actual receipt by the Association.
13. The association may charge a service fee of **\$60.00** on all checks returned by the bank.

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Copper Cove Unit 8-A Owners' Association Payment Plan for Delinquent Assessments

This Payment Plan Agreement ("the Agreement") is made this _____ day of _____, by and between the Copper Cove Unit 8-A Owners' Association ("the Association") and _____ the Home Owner(s) of Lot # _____.

This Agreement is entered into in an attempt to collect the unpaid delinquent assessments before utilizing more harsh collection methods as provided in California Civil Code §5650 – §5740.

The Association and Owner(s) agree as follows:

1. Owner(s) agree that [he/she/they has/have] failed to make the required assessment payments to the Association thru [date _____] as reflected on the Associations account statement charges in the amount of [\$ _____] inclusive of cumulative late fees, collection costs and attorney's fees. This initial debt of [\$ _____] is subject to a monthly interest charge at an annual interest rate of 12 percent (12%).
2. Owner(s) agree to repay the Debt over a period of [time] of months with a payment of [\$.00] per month (the Debt Payment). The debt payment will be in addition to any new accruing assessments during this payment plan.
3. Owner(s) agree to submit the monthly payment of the debt to be received by the Association no later than the [xxx of each month] until fully paid. It is agreed that the monthly payment date will be met without a monthly invoice being issued.
4. The Association may incorporate any new assessments that accrue during the payment plan period as agreed by the parties. Additional late fees shall not accrue to the debt amount during the payment plan period if the Owner(s) remain in compliance with the terms of this Agreement. However, late fees may accrual on any new assessments occurring during the payment plan period, if not add to the pay plan.
5. Should the Owner(s) fail to make a debt payment and the owner does not make the necessary payment to correct said missed payments within three (3) business days, the Owner shall be in default of this Agreement.
6. Upon an event of a default of this Agreement, the Association will continue the delinquency/lien process from the time prior to entering into this payment plan.

Home Owners

Copper Cove Unit 8A Owners' Assoc.

5 Gallon Propane Cylinders/Tanks Operating Rule

At the June 15, 2016 Board of Directors' Meeting, the Board adopted this 5 gallon propane tank rule in an effort to promote the health and safety of the owners and residents of the community. This rule is within the authority of the Board conferred by the Additional Restrictions paragraph D.4. (CC&Rs). This rule is not in conflict with any Association Governing Documents, it is adopted in good faith, and is reasonable.

The 5 gallon propane cylinders/tanks are not to be used to provide propane to any home and/or home appliance within a home. The 5 gallon propane cylinders/tanks are not to be attached directly to any larger propane tank installed by a propane company. The 5 gallon propane cylinders/tanks are not to be directly attached to LPG lines for the purpose of providing propane to a home, home appliances, or water heaters.

This usage of the 5 gallon cylinders/tanks is viewed, by the Board of Directors, as a severe safety issue. The regulators used for this hook-up, placed on 5 gallon propane cylinders/tanks, are not properly set for the total BTU load of a home and thereby are dangerous to other neighboring homes.

Violations of this rule are subject to the Code and Compliance Violation fine structure.