

# **Oak Ranch Estates Home Owners Association**

## **OPERATING RULES AND REGULATIONS**

These Operating Rules and Regulations (“Rules and Regulations”) as amended from time to time and as adopted by the Board of Directors (“Board”) of the Oak Ranch Estates Homeowners Association (“OREHOA”) apply generally to the Lot Owners of ~~one~~ this common interest development. These Rules and Regulations are conferred by the Conditions, Covenants & Restrictions (CC&Rs) and Bylaws of the Association (Bylaws) and are not inconsistent with their provisions, except as may be applicable below. These Rules and Regulations have been adopted in good faith and in substantial compliance with the requirements of Chapter 3, Article 2 of the California Civil Code.

These Rules and Regulations are adopted to interpret and define general matters governing conduct and use of this common interest development, but also include specific, discrete sets of Rules adopted pursuant to authority set out in the CC&Rs or the Bylaws of the Association, such as those adopted by the Architectural Committee or Accessory Dwelling Units Rules or Corral Area Rules or regarding Elections, or any future rules that the Board may adopt.

1. **Tenant Compliance:** An Owner is responsible for his/her tenants' compliance with the current Association Governing Documents, Rules and Other Association Documents. Owners shall make the tenants aware of these documents and refer them to the website ([orehoa.org](http://orehoa.org)) for review. The Owner shall provide the Association, through the management company, a completed Oak Ranch Estates Home Owners Association Tenant Information and Agreement Form which includes tenant contact information and signature(s) of lessee(s) verifying that they have read and agree to abide by such Rules. The Board and the management company shall keep this information confidential.
2. **Improvements:** Additional specifications include one barn or stable not to exceed 800 sq. ft. (a reasonable size for two horses plus feed and equipment), one corral not to exceed 576 sq. ft. (a standard 24 ft. x 24 ft. pipe corral), one swimming pool. Barns or stables and corrals may be erected only on Lots of twenty thousand (20,000) square feet or more. If State law so allows, a Residential Lot may also be improved with an Accessory Dwelling Unit (ADU). If State law so allows, an existing single-family dwelling may incorporate a Junior Accessory Dwelling Unit (JADU). All residential structures shall be built with raised sub-floor construction excepting garages, patios, barns, carports, stables and ADUs which may utilize slab concrete construction.
3. **Temporary Dwelling Facilities:** Short term use of a recreational vehicle or camping trailer by a visitor is limited to seven (7) days without prior authorization by the Board.
4. **Vehicle Parking:** No vehicles shall be parked in such a manner as to block any OREHOA street or sidewalk. A motor home or camper may be temporarily parked on a street adjacent to the Owner's Lot for up to forty-eight (48) hours while preparing for or returning from a trip.

5. The term “commercial vehicle” referred to in of the CC&Rs is defined as any vehicle which displays the name of a business or other commercial enterprise or employer anywhere on the vehicle (except on its license plate or license plate holder, or as a small decal on a windshield or window); which carries equipment, tools, or materials, related to a business which are visible from outside the vehicle such as ladders, pool supplies, plumbing equipment or materials, construction materials, landscape equipment or materials, etc.; which has a chassis with a capacity of 3/4 ton or larger, such as flatbed trucks, tow trucks, tractor-trailer rigs, and the like; or is over 18 feet in length, bumper to bumper. Per the Act, pickup trucks not used for commercial purposes are not included in this definition.
6. Electric Vehicle (EV) Charging Station: An Owner must seek approval of the Architectural Committee to install an EV charging station in a location outside of their garage visible from the street. Work must be performed by a licensed contractor and Owner must provide proof of insurance coverage and comply with all State and Local laws and permits.
7. Animals: An Owner is responsible for complying with Ventura County Animal Regulations. Animals may not run loose at any time. When off of the Owner’s property, animals must be securely leashed. Owners shall clean up after their animal if it soils another Owner’s property, a sidewalk or the Common Area.
8. Horses: The following restrictions apply. (a) No more than two (2) horses may be kept on any Lot the area of which equals or exceeds 43,560 square feet; (b) No more than one (1) horse may be kept on any Lot the area of which equals or exceeds 20,000 square feet but which is smaller than 43,560 square feet; (c) No horses may be kept on any Lot which is smaller than 20,000 square feet; (d) The only Common Area where horses may be kept shall be in that portion of the Common Area north of Ridgeline Drive as specified in the Corral Area Rules. This shall not restrict the right of horses to be walked, ridden or otherwise used for recreational uses in the remaining areas of the Common area. Notwithstanding the foregoing, any foal born to a horse which is permitted on any given Lot may remain on the same Lot until the foal attains one year of age.
9. Fowl: No roosters or peacocks are allowed.
10. Noise: Volume on all items including, but not limited to, audio equipment, motors, or machinery must be kept at a level which will not disturb other residents. Special courtesy is requested before 8:00 a.m. and after 9:00 p.m.
11. Exterior Lighting: Holiday displays and lighting may be placed after Thanksgiving and removed by New Year’s Day. Other holiday displays and lighting may only be displayed for seven (7) days.
12. Storage: Nothing shall be stored outside in the front yard of any Lot including, but not limited to, bicycles, toys, cleaning supplies, sports equipment and tools.
13. Rubbish. Receptacles for trash, recycling and organic waste, may be placed on the street for collection the day prior to collection and must be removed the day following collection.

14. Large Containers. An Owner or tenant who rents a large trash container (e.g., Dumpster or roll on/off container), ~~or~~ temporary storage container (e.g., PODS), or portable latrine may have it placed on the street in front of or alongside their house for up to thirty (30) days. A request for additional usage time beyond thirty (30) days shall be submitted to any Board member in writing (e.g. e-mail) at least five (5) days prior to the thirtieth (30<sup>th</sup>) day. The request must specify (1) the project or need, (2) the additional number of days requested and (3) explain the reason why more time is needed. Owners or tenants remain responsible for meeting all local, county and/or state permitting ordinances pertaining to these containers, as applicable.
15. Dumping: No Owner, members of his/her family, tenants, social guests, employees, or agents shall dump items including, but not limited to, garden and tree trimmings, toys, or trash onto the Common Area including into creeks and drainage channels.
16. Signs, Banners and Flags: (a) Signs, banners and flags shall be placed at least 10 feet from a neighbor's property line. (b) The total area of all signs and banners is limited to no more than nine (9) square feet of area. The total area of all flags is limited to no more than 15 square feet of area. The height of any erected flagpole shall not exceed 15 feet, nor shall it exceed the height of Residence's roof ridge line. (c) Election signs may be placed no more than 60 days prior to the date of election and must be removed no later than three (3) days after the election. (d) Short term commercial signs shall be removed within seven (7) days of work completion; realtor signs shall be removed within seven (7) days after close of escrow; short term celebratory signs (birthday, graduation, etc. may only be displayed for seven (7) days.
17. Sports Apparatuses: An Owner must seek approval of the Architectural Committee to install fixed sports equipment, such as a basketball hoop, in a location visible from the street.
18. Damage to Common Area: Each Owner shall be liable to the remaining owners for any damage to the Common Area that may be sustained by reason of the negligence or willful misconduct of that owner, members of his/her family, tenants, social guests, employees, servants, agents, or pets.
19. Limitations on Use of Common Area: (a) No guns or firearms of any nature shall be used ~~on~~ in any of the Common Area except by a policeman, sheriff, authorized armed guard or other such officer in the performance of his official duties. (b) No hunting of any nature shall be allowed ~~on~~ in any of the Common Area, whether by firearm, bow and arrow or otherwise. (c) No motor vehicle, motorized bicycle or motorized vehicles of any nature may be used ~~on~~ in the Common Area except as follows: ambulance, police or fire vehicles in the performance of official duties; maintenance equipment used in the performance of work authorized by the Association; and such motor vehicles are as specifically authorized in writing by the Association for specific occasions but not for general use. The Association may issue blanket authorizations for motor vehicles used for the transportation of horses and supplies, subject to such regulations and limitations as the Association may deem appropriate. (d) No fires or open flames of any type are allowed.
20. Time of Payment of Assessments: The Board has established a monthly assessment to protect preserve and enhance the Common Area; to ensure the enjoyment of the Owners, occupants, guests and visitors and to manage the Association in a professional manner. Unless otherwise arranged by the Owner, billing statements or coupons will be sent to Owners for each three month (quarter) time frame. Each payment is due as indicated under "due date" (first of the month) and payment shall be deemed late if it is unpaid thirty (30) days after its due date. Late

payment of assessments are subject to late charges as specified in the CC&Rs and Collection Policy in Annual Report.

21. **Change of Ownership:** When a Lot is for sale, the Owner shall disclose to potential buyers that the Lot is located in a Home Owners Association. The Act (Civil Code Sections 4525-4580, 4730, 5980, 5985 and 6150) spells out documentation to be provided to the buyer, to be handled by the Association's Manager through escrow so that the most current documents are provided. Such items include, but are not limited to, copies of all Association Governing Documents and Rules, including a listing of the current dues and fees; an account of any delinquency in assessments and fees, late charges and fines, and any liens; and any unresolved violations of said Governing Documents or Rules.
22. **Enforcement Procedures:** In the event of violation or breach of any restriction, covenant, or rule by an owner, members of his/her family, his/her tenants, social guests, employees, agents, or animals, the Owner will be contacted in writing outlining the offense and timeline for correction. The Owner has the right to a hearing before the Board to discuss the situation. Disciplinary proceedings are set forth in the CC&Rs. As stated, the Board may impose an assessment in an amount sufficient to remedy or repair the violation or breach.

In addition, the following penalties will be levied if the violation is repeated or continues after written notice and correction deadline:

If the violation is deemed to be a repeat violation (is a single violation that occurs repeatedly but not on a daily basis)

First offense:	Written notice and a \$25.00 fine
Second notice of offense:	Right to a Hearing and a \$50.00 fine
Third notice of offense:	Right to a Hearing and a \$100.00 fine
Final notice of offense:	Legal action and attorneys' fees

If the violation is deemed to be a continuing violation (one that is a single violation that persists on a daily basis):

First notification:	Written notice with timeline to correct the violation and a \$25.00 fine
Second notification:	Right to a Hearing & a daily fine of \$25.00 until the violation is corrected

Original signatures on file

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Board Members