

Oak Ranch Estates Home Owners Association

RULES AND REGULATIONS

APPROVED NOVEMBER 10, 2021

These operating Rules and Regulations (“Rules”), 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 our common interest development. These Rules 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 have been adopted in good faith and in substantial compliance with the requirements of Chapter 3, Article 2 of the California Civil Code.

The Davis–Stirling Common Interest Development Act (“the Act”) is the primary set of laws that govern common interest developments and homeowners associations in California was first enacted in 1985, and is now set forth in California Civil Code Sections 4000-6150. Due to the renumbering of the Act on January 1, 2014 some of the California Civil Code sections referenced in the OREHOA Bylaws and CC&Rs are incorrect. Civil Code Section 4235 allows boards to make changes to update documents by changing statute numbers from the 2013 code (“Prior”) to the 2014 code (“Current”). The Board has chosen to amend the governing documents to correct the cross-reference by setting forth the changes as follows:

OREHOA BYLAWS

| <u>Section Number</u> | <u>Prior Civil Code #</u> | <u>Current Civil Code #(s)</u> |
|-----------------------|---------------------------|--------------------------------|
| Section 12.5 (ii) | 1365.5 | 5560 & 5565 |

OREHOA CC&Rs

| <u>Section Number</u> | <u>Prior Civil Code #</u> | <u>Current Civil Code #(s)</u> |
|-----------------------|---------------------------|--------------------------------|
| 1.05 | 1351(k) | 4175 |
| 1.06 | 1355(a) | 4270(a) |
| 2.04 | 1351(a) | 4080 |

Additionally,

A. Association Governing Documents

The Association, through the Board, is charged with enforcing the following Association Governing Documents: the First Restated Declaration of Conditions, Covenants & Restrictions of Oak Ranch Estates Homeowners Association, and the First Restated Bylaws Oak Ranch Estates Homeowners Association, both recorded in 1999. All lot owners/members of the Association are urged to review and are expected to follow these Association Governing Documents unless there is a conflict due to continuing changes in the laws enacted through legislative bills that are then codified into the Current Civil Codes. Should conflict occur between any of the Association Governing Documents and the Current Civil Codes, the requirements of the Current Civil Codes shall prevail.

B. Other Association Documents

All lot owners/members of the Association are urged to review and are expected to follow the current Other Association Documents unless there is a conflict due to continuing changes in the laws enacted through legislative bills that are then codified into the Current Civil Codes. Should conflict occur between any of the Other Association Documents and the Current Civil Codes, the requirements of the Current Civil Codes shall prevail.

1. Architectural Committee Landscape Rules
2. Corral Area Rules:
The Corral Area Rules must be signed by and followed by those homeowners/members who maintain horses in the common corral area.
3. Election Rules (These result in changes to some Bylaws sections)
4. Accessory Dwelling Units Rules (These result in changes to some CC&R provisions)
5. Additional Rules

C. Additional Rules

These Additional Rules (“rules”) supersede all previously issued Rules and Regulations, not including those previously adopted CC&Rs and Bylaws. The provisions of the Act (Civil Code Sections 4000-6150) are automatically included even if not specifically spelled out here. There may be additional Civil and California codes which also apply. Case law (legal decisions rendered by California courts) may also apply. The following rules established by OREHOA also apply to Lot Owners/Association Members:

1. 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 section 5.02.05 of the CC&Rs and Collection Policy in Annual Report.
2. 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) spell out documentation to be provided to the buyer, to be handled by the Association’s Management Company 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. Real estate signs may remain posted no longer than four days after close of escrow.

3. **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) 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.
4. **Storage:** Nothing shall be stored outside in the front yard of any Lot including, but not limited to, bicycles, toys, mops, and tools. See also Rule 11.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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 Article VII, Section 7.05 of 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)

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|---------------------------|----------------------------------------|
| 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

10. The term “commercial vehicle” referred to in Article III, Section 3.12 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.
11. 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) may have it placed on the street in front of or alongside their house for up to 30 days. A request for extension beyond 30 days shall be submitted to any Board member in writing (e.g. e-mail) at least five days prior to the 30th 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.

Original signatures on file

Board Members

Pat Stone, President; Kathie Kottler, Vice President/Secretary; Kevin Lynn, Treasurer