

**OAKRIDGE ESTATES COMMUNITY ASSOCIATION  
RULES AND REGULATIONS  
MAY 2010**

**STATEMENT OF PURPOSE**

One of the purposes of Oakridge Estates Community Association (“Association”), as stated in the Association’s Articles of Incorporation (“Articles”), is to “provide for the management, maintenance, protection, preservation, development and control of” the common interest development known as “Oakridge Estates.”

In order to more effectively enforce the Association’s Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions (“CC&Rs”), the Association’s Board of Directors adopted these Rules and Regulations (“Rules”), pursuant to California Civil Code Section 1357.100 *et seq.* and Article III, Section 3.07 of the CC&Rs.

**AUTHORITY FOR RULES AND REGULATIONS**

General and specific powers to institute the aforesaid are granted to the Association by California Civil Code Section 1357.100 *et seq.* and the CC&Rs, including, without limitation, Article III, Section 3.07, Article V, Section 5.05, and Article XII, Section 12.06.

The Rules are culled from the CC&Rs, including, without limitation, Articles V (“Architectural Control”) and VII (“Use of Properties and Restrictions”), and are intended to address those areas of the CC&Rs which are most frequently subject to violation and which, in the opinion of the Board of Directors, are the areas of most concern to the majority of the Association’s membership.

The Rules are not intended to override the Association’s CC&Rs, Articles or By-Laws of the Association (“Governing Documents”). In the event of any conflict between the Rules and the Governing Documents, the Governing Documents shall control. The Rules are intended to support and facilitate enforcement of the provisions, spirit and intent of the Governing Documents. Capitalized terms used herein shall have the same meaning as such terms have in CC&Rs. Additionally, the term “Owner,” when used in these Rules, includes the family, guests, tenants, and invitees of an Owner, consistent with Article I, Section 1.21 of the CC&Rs.

**SYSTEM OF FINES**

Thus being the case, the system of fines which is part and parcel of these Rules shall be used to compel compliance with the Rules and Governing Documents, without limitation to any other remedies that the Association may have to compel compliance with, or enforce the provisions of, the Rules and Governing Documents, all of which are expressly reserved.

Prior to any fines being imposed upon an Owner, such Owner shall be notified in writing, by either personal delivery or first class mail, at least ten (10) days in advance of a hearing date, pursuant to California Civil Code Section 1363(h) and Article XII, Section 12.06(d) of the CC&Rs. Such notification shall contain the date, time, and place of the hearing, the nature of the alleged violations for which the Owner may be disciplined, and a statement that the Owner has a right to attend and address the Board at the hearing. The Board shall meet in executive session if requested by the Owner.

If the Board votes to impose discipline on an Owner, the Board shall provide the Owner with written notification of such disciplinary action, either by personal delivery or first class mail, within fifteen (15) days of the conclusion of the hearing.

Fines may be imposed on members per violation notice as follows:

NOTICE	ACTION	LONG TERM VIOLATION TIME TO COMPLY	SHORT TERM VIOLATION TIME TO COMPLY
1 <sup>st</sup>	WARNING	30 Days	3 Days
2 <sup>nd</sup>	CALL TO HEARING	15 Days	3 Days
3 <sup>rd</sup>	\$100 FINE	30 Days	15 Days
4 <sup>th</sup>	\$250 FINE	30 Days	15 Days
5 <sup>th</sup> & Subsequent	\$500 FINE	30 Days	15 Days

Short term violations are RV or other vehicle parking violations, trash cans left out, etc. Long term violations are architectural issues such as landscaping and painting.

## ENFORCEMENT

Fines may be imposed as discipline for violations of the Rules or Governing Documents.

Suspension of membership rights, including the right to vote, right to use Common Area and Common Facilities, may be imposed as discipline for violations of the Rules or Governing Documents.

## RULES

**RULE 1** No Owner may commence construction or installation of any “Improvement,” as defined by Article V, Section 5.01(b) of the CC&Rs, unless such Owner obtains the approval of the Architectural Committee, as required by the CC&Rs and the Architectural Rules. Section 5.01(b) defines an “Improvement” as including, “without limitation, the construction, installation, alteration or remodeling of any buildings, walls, decks, fences, swimming pools, landscaping, landscape structures, skylights, solar heating equipment, spas, antennas, utility lines or any other structure of any kind. In no event shall the term ‘Improvement’ be interpreted to include Improvement projects which are restricted to the interior of any Residence.” The Association’s Architectural Rules are available to Owners upon request. Architectural Committee approval must be obtained prior to any change taking place. Failure to obtain Architectural Approval prior to any change taking place may result in a fine.

**RULE 2** No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the Properties which is or could become an unreasonable annoyance or nuisance to neighboring Owners. Without limiting the foregoing, no Owner shall permit noise, including, but not limited to barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Lot or from activities within the Common Area, which would unreasonably disturb any other Owner's enjoyment of his or her Lot or the Common Area.

**RULE 3** No commercial or retail activities of any kind whatsoever shall be conducted in any Residence, garage or out building or in any portion of any Lot without the prior written approval of the Board.

**RULE 4** No Owner shall place or maintain any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any Residence without first obtaining the approval of the Architectural Committee, with the exception of satellite dishes up to one meter in diameter or antennas up to 36" in diameter. These devices can be used for the purpose of video reception only, as defined in the Federal Telecommunications Act of 1996. No activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring Lot.

**RULE 5** No temporary structures of any kind are permitted on any Lot without prior approval of the Architectural Committee.

**RULE 6** All driveways shall be maintained in a neat and orderly condition and garage doors shall be maintained in a closed position except as necessary to permit ingress and egress of vehicles or to clean or work in the garage area. Gates are to remain closed when not in use.

**RULE 7** No dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Properties; provided, however that the provisions of this section shall not apply to emergency vehicle repairs. Campers, boats, trailers, recreational vehicles, and commercial vehicles are not to be parked within the Properties except for periods not to exceed seventy two (72) hours for the purpose of loading and unloading. Van Pool Vehicles are not considered commercial vehicles.

**RULE 8** No animals, livestock, fowl, reptiles, insects, or miniature farm and/or livestock animals or poultry shall be kept within the Properties, except that a reasonable number of common household pets, such as domestic reptiles, dogs, cats, birds and fish may be kept as pets, provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. All dogs shall be kept on a leash within the Properties when not within an enclosed area of a Lot. No household pet shall be left chained or otherwise tethered unsupervised in front of a Lot or in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet waste deposited by their pets in the Properties. Pet owners shall clean up after their animals when walking through common areas and/or sidewalks.

**RULE 9** No advertising signs or billboards of any kind shall be displayed on any Lot or posted within or upon any portion of the Common Area except that Owners may post on their Lots any signs required by legal proceedings and a single “For Rent,” “For Lease” or “For Sale” sign of reasonable dimensions, not to exceed for four (4) square feet.

**RULE 10** No rubbish, trash, or garbage shall be allowed to accumulate on Lots. Any trash that is accumulated by an Owner outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers and facilities which shall be screened from view from any street, neighboring Lot or Common Area, except when disposal containers are set out for trash collection purposes. Such disposal containers may be set out no earlier than twenty-four (24) hours before scheduled trash pick up time, and must be retrieved within twenty-four (24) hours of the trash pick up time. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Properties to a public dump or trash collection area by the Owner or tenant at his or her expense. Dumpsters may not be placed on or near the property for longer than 30 days without approval by the Board.

**RULE 11** No Owner shall permit any thing or condition to exist upon his or her Lot which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.

**RULE 12** All Lots and the Residences and other Improvements erected or placed thereon shall at all times be maintained in good condition and repair, well and properly painted, and in such a manner as to prevent their becoming unsightly. No windows shall be covered with aluminum foil or similar material. Windows may be covered with other material approved by the Architectural Committee.

**RULE 13** The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and drainage channels and systems.

**RULE 14** All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

**RULE 15** In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities is caused by the willful misconduct or negligent act or omission of any Owner, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.