

WESTLAKE RANCH PROPERTY OWNERS ASSOCIATION RULES AND REGULATIONS

INTRODUCTION

The Board of Directors of Westlake Ranch Property Owners Association “the Association” has adopted the following Rules and Regulations, through the authority provided to the Board from the Covenants, Conditions, and Restrictions (CC&Rs). Remember, Rules and Regulations in the Westlake Ranch Property Owners Association are for the benefit of you. When your community abides by and respects these rules, we can achieve the peace and harmony we all want. Respect for the Rules and Regulations, also enhances and increase your property values. Please do your share in keeping Westlake Ranch an incomparable community.

The success of your community depends largely upon the cooperation of *all* Homeowners in following the Rules and Regulations. Also, neighborly consideration is a paramount importance when we live in close proximity with each other. Respect your neighbor’s space and rights.

GENERAL

1. **TEMPORARY OCCUPANCY.** No trailer, vehicle, tent, shack, or temporary structure of any kind shall be used for a residence.
2. **REPAIR OF BUILDINGS.** No residence upon any lot shall be permitted to fall into disrepair, and each building structure shall at all times be kept in good condition and repair and painted or otherwise finished.
3. **NUISANCES.** No rubbish, debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, no odors shall be permitted to exist so as to render any Lot unsanitary, unsightly, offensive, or detrimental to the occupancy. No horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be used or placed on any lot. Exterior speakers shall not be used in such a manner as to obstruct or interfere with the enjoyment of the occupants of other properties. Lights shall be located to limit beams to such lot and shall not be of an intensity which unnecessarily illuminates any area which is visible from neighboring property.
4. **ANIMALS.** No animals shall create a danger or nuisance to residents or visitors, or disturb the quiet enjoyment of residents within the community. Should an issue arise, the person shall attempt to resolve the issue with the owner of the animal and if such efforts are unsuccessful, he or she shall contact the appropriate City agency for assistance.

As required by County and City ordinances, dogs must be kept on a leash or confined within the homeowner's property. The pet owner is responsible for the behavior of the pet, for immediate cleanup of animal waste products in common areas, parkways, etc.

5. **MAINTENANCE OF LAWN AND PLANTINGS.** Each Owner shall keep all shrubs, trees, grass and plantings of every kind on his lot, and all planted areas and grades slopes within his lot, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Brush clearance shall comply with the requirements of the Ventura County Fire Code.
 - a. **ENCROACHMENTS:** No homeowner structure or homeowner landscaping may overhang or otherwise encroach on the Common Area, open space or on any neighboring Lot without prior written approval of the Board of Directors or the affected neighbor.
6. **MAINTENANCE OF INDIGENOUS OAKS.** Each Owner shall be responsible for the cultivation and maintenance of oak trees on the Owner’s lot and shall follow the guidelines for oak tree maintenance.

7. **TRASH CONTAINERS AND COLLECTION.** All rubbish and trash storage facilities, including garbage cans, shall be kept screened and concealed from view. All rubbish, trash, garbage, green waste and recyclables shall be placed in designated containers. If possible, containers should be placed for collection after 5:00p.m. the evening prior to day of collection and should be removed by dusk the day of collection. Such containers may be placed for collection for a maximum of twenty-four (24) hours.
8. **SIGNS.** No more than one “For Sale” or “For Rent” sign may be placed on a lot.
9. **APPLICATION FOR ARCHITECTURAL OR LANDSCAPE APPROVAL.** Any owner proposing to perform any exterior work of any kind whatever shall apply to the Architectural Committee for approval prior to commencing with any work. The Application and fee schedule may be obtained from the Management Company.
10. **RESIDENTIAL VEHICLE STORAGE POLICY.** Vehicles that are inoperable (i.e., lacking an engine, transmission, wheels, tires, inflated tires, doors, windshield, or any other part or equipment necessary to operate legally and safely on highways), not used for any material time on a regular basis (i.e., driven for more than 2 miles every 72 hours), under repair, unregistered or otherwise in a storage capacity cannot be kept on residential driveways or other residential areas visible from public view (e.g., the streets, neighboring properties, etc.).
11. **PARKING.** Owners shall park their vehicles on their driveways in a manner that is not unsightly and does not constitute a nuisance.
12. **TRAILERS, BOATS, AND MOTOR VEHICLES.** No mobile home, trailer, tent truck camper, tractor, boat or other recreational vehicle shall be kept, placed maintained, repaired upon any lot or street, public or private within any single family area where visible from neighboring property or public view.
13. Paragraph 12 above, will not apply to temporary parking of 24 hours or less of a motor home, camper trailer or other recreational vehicle solely for the purposes of loading and unloading.
14. Lots shall be used for residential purposes only. Buildings shall not be erected, altered, placed or permitted to remain on any such Lot other than one used for common interest, single-family dwelling purposes.
15. Noxious nor offensive activity shall not be permitted upon any Lot or any part of the properties, nor shall anything be done which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners, or in any way increase the rate of insurance.
16. On single story eaves high, or higher, flood lights shall not be used as exterior lighting within the properties. Nothing herein shall be deemed to preclude normal security lighting on any lot or properties.
17. **GARAGE SALES:** One garage sale will be allowed per year per residence, unless approved by the Board of Directors.
18. **STORAGE PODS:** Storage Pods are allowed to be stored in the driveway for a period of 90 days within a six month period. After 90 days, the pods must be removed to an off site facility. Storage pods CANNOT be placed in the street (per City ordinance).

19. **HOLIDAY DECORATIONS:** Holiday Lighting and similar such decorations must be removed within 2 weeks after the conclusion of the Holiday. Permanent wrapped lighting around trees will be considered on a case by case basis through the Architectural Committee.
20. **HARASSMENT:** Harassment includes, but is not limited to verbal and physical abuse, stalking and threats. Owners are not permitted to harass any of the Association's officers, directors and committee members. If an Owner has a complaint about any such person, it should NOT be directed to the person but should instead be directed to the management company for action by the Board.
21. **MISCELLANEOUS: Binding on all persons in the Development:**
Although the foregoing rules primarily refer to ease of reference to "Owners" each provision is equally binding on all residents, guests, invitees, household or other employees, and all other persons in the Development at any time for any reason.
- a. **Attorney Fees and Costs:** In any action arising from these rules, the prevailing party shall recover his, her or its attorney fees and costs.
 - b. **Dispute between Neighbors:** General nuisance complaints by an owner against another owner or resident should be directed to that owner or resident and not to the Association. Neighbors should attempt to resolve their disagreement without involving the Board.
22. **CONTRACTORS and VENDOR SERVICES.** Service vendors or contractors that operate any lawn mower, backpack blower, lawn edger, riding tractor, or any other machinery, equipment, or other mechanical or electrical device, or any hand tool which creates a loud, raucous or impulsive sound are permitted to perform services Monday through Friday 7:00 a.m. to 9:00 p.m., Saturday 8:00 a.m. to 6:00 p.m. and **NO work** will be permitted by service vendors or contractors **on Sundays** or federal holidays except in the event of an emergency.
23. **REAL ESTATE SIGNAGE:** Real estate signs may not exceed five square feet in size and may utilize either colonial style posts or steel stakes for display. Signs are limited to one per property and must be removed at the close of escrow.
24. **Leasing:** No Owner may lease his or her Lot for transient or hotel purposes, and shall not otherwise advertise their Lot(s) with short term rental services such as or similar to "Airbnb" or "vrbo" or represent that their Lot(s) is available as a short term rental. Any lease, which includes any rental agreement or contract of sale, must be for a term not less than thirty (30) days. ('Short Term Rental Restriction'). Any lease shall be in writing, shall require that the property must be used for residential use only, and shall clearly require the tenant to comply with the Association's governing documents, which include the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions ('CC&Rs'), Bylaws, Rules and Regulations and any Resolutions of the Board; all as the same may be lawfully amended or modified from time to time, all of which shall be deemed incorporated in the lease, and clearly provide that any failure to abide by the governing documents shall be a default under the lease. The Owner shall provide to the Association a copy of the written lease, which shall identify all tenants and occupants, within ten (10) days of its execution and upon written request; however, the Owner may redact financial or similar information necessary to protect business or other confidentiality interests.

Modification to Enforcement/Fine Policy will include the addition of the following monetary penalties to address short term rentals. The balance of the policy will remain unchanged.

First Violation of Short Term Rental Restriction -	\$1,000.00
Second Violation of Short Term Rental Restriction -	\$2,000.00
Continual Violation of Short Term Rental Restriction -	A daily fine of \$500.00 per day, until the breach is cured

HOMEOWNER RESPONSIBILITIES

1. Each Owner shall fully comply with these Rules and Regulations governing the use of the Properties as adopted by the Board.
2. Each Owner shall maintain and keep in a state of good repair and attractive condition his Lot, the landscaping and the exterior surfaces, including without limitation any fences on a public street or the Association Common Area. Every owner must perform promptly all maintenance, replacement and repair work within his Lot.
3. Each Owner must maintain their Lots in a neat and orderly fashion to promote standards which protect the value of the property as a whole, as well as protecting your individual investment. Your governing documents, the Declaration of Conditions, Covenants, and Restrictions, CC&Rs, provide a general framework for the protection and maintenance of the properties contained in the tract to enhance the value, desirability and attractiveness of the homes. Owners within the community are bound by this declaration for the greater welfare and interest of all members of the Association.
4. Each Owner shall maintain all manufactured slopes, drainage devices, and Fuel Modification Zones located on such Owner's Lot or Parcel and perform all required brush clearance, except to the extent that such duties are delegated to the Association through the Declaration or other recorded covenant to which such delegate is subject.