

HROA Board of Directors Special Open Meeting

DATE: May 6, 2021

Item # 1, Addendum 1

PROPOSED ADDS, CHANGES AND DELETES FOR THE

**2021 MEMBERSHIP HANDBOOK - RULES AND
REGULATIONS**

HERITAGE

RANCH

COMMUNITY

MEMBERSHIP

HANDBOOK

RULES &

REGULATIONS

Help Keep Our Community Safe

In accordance with California Senate Bill 222, effective January 1, 2020, if this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

HERITAGE RANCH'S MISSION STATEMENT

OUR PLEDGE TO YOU

- To protect and enhance the value of properties within the area known as Heritage Ranch.
- To provide for the management, maintenance, and preservation of the Common Area owned in common by the OWNERS.
- To own, operate and maintain on said Common Area, or any part thereof, facilities for the exclusive pleasure and recreation of its MEMBERS.
- To oversee that all lots are kept in good order and to prevent them from becoming a nuisance, detriment or fire threat to the community.
- To follow all laws governing Heritage Ranch and gain compliance with all applicable provisions of the GOVERNING DOCUMENTS relating to the control, management, and use of the lots, Common Area, Amenities, common facilities and the roads within the properties.
- To bring and defend actions on behalf of the OWNERS in common or the ASSOCIATION to protect the interests of the OWNERS or the ASSOCIATION pertinent to the operations of the ASSOCIATION.
- To encourage membership participation to cultivate a strong sense of community.
- To foster peace and harmony, and to provide for the equal treatment of others.
- To be a good steward of the land and its resources.

Items below are updated in multiple locations throughout the Membership Handbook – Rules and Regulations. These changes are proposed by Member Services.

- 1. Propose to MODIFY references to Gatehouse to Main Gate, North Gate or Gates as appropriate.
Purpose: Change for clarity and accuracy.**

- 2. Propose to MODIFY several service locations from the Main Gate to the Member Services Office.
Propose: Some services previously located at the Gates have moved to the Member Services Office at 2130 Heritage Loop Road to ensure member and staff safety, to reduce unnecessary insurance costs and to increase convenience and efficiency.**

- 3. Propose to MODIFY all references to the Main Gate/Ranch Patrol telephone number from 805-227-6560 to 805-238-9641, Option 2.
Purpose: The change is intended to simplify communications, so members only have to know one telephone number. The original, Main Gate telephone number (805-227-6560) still works; it redirects to the main number: 805-238-9641.**

- 4. Propose to MODIFY all references to the “Association’s Member Services Office” to simply be “Member Services Office.”
Purpose: Reduce unnecessary verbiage.**

- 5. Propose to ADD “All trailers must have uncovered license plates” in multiple locations throughout the document.
Purpose: This requirement is to ensure that the Association has access to owner information about trailers that utilize access points, common areas and amenities.**

- 6. Propose to MODIFY the following throughout this document.**
- a. All registered Members (without Tenants)/Co-Members and Tenants may call in Guests and have a Permanent Guest List - whether or not they have been issued an Identification Card**
 - b. RESIDENTS are required to be issued an ID Card prior to call in Guests.**
 - c. RESIDENTS may not establish or alter any Permanent Guest List.**
- Purpose: To ensure these practices are clear and consistently applied.**



INTRODUCTION

Congratulations on becoming a property OWNER in one of the most unique, prestigious and diverse private communities situated along the shoreline of Nacimiento Lake.

Heritage Ranch (RANCH) is a Master Planned Community comprised of approximately 9,150 total acres. The Heritage Ranch Owners Association (ASSOCIATION) was incorporated on January 28, 1972 to manage and maintain the areas owned in common including: the gateways, public easements, drainage facilities, courts, parkways, grass plots, parking areas, pools, buildings, and other facilities dedicated to community use and other open spaces and ornamental features, which now exist or which may hereafter be installed, erected or constructed therein.

Quarterly dues (ASSESSMENTS) are collected from the OWNERS to pay operating costs and to fund the reserve account for large maintenance and restoration expenditures.

A Board of Directors who are OWNERS volunteer to oversee the management of the ASSOCIATION in accordance with the GOVERNING DOCUMENTS. The Board of Directors administers the ASSOCIATION'S affairs through an in-house management staff (**ASSOCIATION'S** MEMBER SERVICES OFFICE). There are numerous volunteer committees that assist them in that regard including an Architectural and Environmental Control (AEC) Committee and a Finance Committee.

Board of Director meetings are scheduled on a regular basis, using a monthly calendar. Notice and location of meetings are posted at various locations throughout the RANCH, including at the **ASSOCIATION'S** MEMBER SERVICES OFFICE, Recreation Barn and at the Entrance / Exit boards.

An Annual Membership Meeting takes place on the third Saturday in August of each year where volunteer Board Members are elected by secret written ballot. Each elected Board Member serves a two-year term.

Typically, you will have contact with the **ASSOCIATION'S** MEMBER SERVICES OFFICE in regards to: ASSESSMENTS, account balances, property transfers, rental of facilities, improvements to your property (AEC approvals), tenant information, various ASSOCIATION services, and/or complaints or inquiries as to a variety of other issues.

**The Heritage Ranch Owners Association Member Services Office
is located at:
2130 Heritage Loop Road
Paso Robles, CA 93446
Phone: 805-238-9641, Option 1
EMAIL: office@hroa.us / Fax: 805-238-3430**

HERITAGE RANCH DIRECTORY

FOR ALL EMERGENCIES DIAL 911

Community Services District (CSD): 805-227-6230, Fax 805-227-6231

ASSOCIATION'S Member Services Office: 805-238-9641, Option 1
EMAIL: office@hroa.us / FAX: 805-238-3430,

Main Gatehouse / Ranch Patrol: 805-238-9641, Option 2 805-227-6560,
EMAIL: gate@hroa.us / FAX: 805-239-8826

Ranch Maintenance: 805-239-4013

NON-EMERGENCY LAW ENFORCEMENT NUMBERS

Animal Control: 805-781-4400 or 805-466-1262, ext. 4400

CA Dept of Forestry (CDF) Station #33: 805-227-6553

CA Highway Patrol (CHP) Templeton Office: 805-434-1822

SLO County Sheriff's Office (non-emergency dispatch): 805-781-4550

1. PURPOSE OF THIS MEMBERSHIP HANDBOOK

As an OWNER of property in Heritage Ranch (RANCH) you have many rights and privileges as well as obligations and responsibilities to the Heritage Ranch Owners Association (ASSOCIATION).

This MEMBERSHIP HANDBOOK is published and distributed primarily to assist and guide you in understanding the rules, regulations, policies, procedures and resolutions, which collectively are referred to as the RULES AND REGULATIONS governing our community. This MEMBERSHIP HANDBOOK includes a variety of other information provided for your benefit and use.

The RULES AND REGULATIONS of the ASSOCIATION are established for two primary reasons:

1. To protect a desirable quality of life for those who live here; and,
2. To protect the value of the properties within and upon which we live.

The courtesy and consideration we show to each other helps to meet the first purpose. Respect for our environment for safety and appearance, leads to achievement of the second.

The elected Board of Directors of the ASSOCIATION enacts the RULES AND REGULATIONS of the ASSOCIATION. Actions to gain compliance may include the issuance of citations and monetary penalties associated therewith, as established, and modified from time to time. References to gaining compliance are included throughout this MEMBERSHIP HANDBOOK for your convenience of understanding. The ASSOCIATION'S GOVERNING DOCUMENTS provide procedures regarding the issuance and processing of citations as well as an appeal process for the OWNER (or TENANT) receiving a citation.

Measures used by the ASSOCIATION to gain compliance with the RULES AND REGULATIONS are applied in a fair and consistent manner and provide ethical and fiscally responsible solutions to promote a strong sense of community, to optimize property values, and plan for the future.

All persons on the RANCH are subject to these RULES AND REGULATIONS and are expected to fully comply with them. The ASSOCIATION has trained and instructed its Employees regarding these RULES AND REGULATIONS as well as methods for gaining compliance. Failure to comply with the directive of an ASSOCIATION Employee, may result in a monetary penalty, as determined by the Board of Directors, being assessed against the responsible party (OWNER or TENANT). Such a penalty will be in addition to any other penalty associated.

All OWNERS are expected to meet their individual responsibilities as MEMBERS, including abiding by the RULES AND REGULATIONS of and to maintain their good standing with the ASSOCIATION.

The rights of OWNERS, MEMBERS, CO-MEMBERS, TENANTS to enjoy membership privileges which include the use and enjoyment of Common Areas are defined by the ASSOCIATION'S GOVERNING DOCUMENTS. Membership privileges are contingent upon maintaining good standing. To remain in good standing, all parties are responsible to:

1. Stay current in the payment of their assessments (both regular and special);
2. Ensure fees or fines are paid when due; and/or
3. Remain in compliance with the CC&Rs, rules, or architectural guidelines.

It is important for the OWNER to remember that he or she is responsible for any citation, and associated monetary penalty, issued to the OWNER, any member of the OWNER'S household, or any TENANT, GUEST, or contractor on the RANCH at the invitation of the OWNER. Therefore, it is incumbent upon the OWNER to advise and inform any such invitees of these RULES AND REGULATIONS.

This MEMBERSHIP HANDBOOK is not intended to replace the Subdivision Maps, Covenants, Conditions and Restrictions (CC&Rs), the Articles of Incorporation, or the ASSOCIATION'S Bylaws, which, along with the RULES AND REGULATIONS contained herein, are referred to as the GOVERNING DOCUMENTS of the ASSOCIATION. By acceptance of a deed to a property in the community OWNERS and their TENANTS are bound by the terms of the GOVERNING DOCUMENTS and stipulate they are familiar with the terms of all such documents. The lack of knowledge of any rule, Bylaw, CC&R or Article of Incorporation of the GOVERNING DOCUMENTS is not justification of defense for noncompliance.

The ASSOCIATION is also governed by County, State and Federal Laws. The State of California has adopted a multitude of laws related specifically to homeowners' associations. The most important of these is the Davis-Stirling Common Interest Development Act (California Civil Code § 1350-1378). Many of these laws are mirrored in the ASSOCIATION'S GOVERNING DOCUMENTS. The State legislature frequently reviews, amends, repeals or adopts new laws regarding how homeowners' associations operate. County, State and Federal Laws in effect at the publication date of this MEMBERSHIP HANDBOOK have been utilized.

The ASSOCIATION'S GOVERNING DOCUMENTS are intended to be read in connection with each other. In the event of any inconsistency between the ASSOCIATION'S GOVERNING DOCUMENTS, the ASSOCIATION will employ the following order of priority: Between the CC&R's and Bylaws, Articles of Incorporation, or RULES AND REGULATIONS, the CC&Rs will prevail. Between the Bylaws or Articles of Incorporation and RULES AND REGULATIONS, the Bylaws or Articles of Incorporation will prevail. OWNERS and TENANTS are required under the ASSOCIATION'S GOVERNING DOCUMENTS to abide by the provisions of each of the ASSOCIATION'S various GOVERNING DOCUMENTS, including without limitation, the CC&Rs, Bylaws, and these RULES AND REGULATIONS.

Issues related to property boundaries can be found on a Subdivision Map which illustrates how the various properties are divided into lots, showing the exact location and boundaries of each lot, the Common Area, the setback requirements, easements and building envelopes. The ASSOCIATION maintains, at its office, copies of all Subdivision Maps within Heritage Ranch boundaries.

SECURITY DISCLAIMER: We hope that our safety and security efforts provide some deterrence to crime and/or protection from harm to the residents of this community. However, no matter what steps we take, the RANCH can never be completely safe and secure. For example, it is possible for someone to hurt themselves at the pools, parks, equestrian center, lake, trails or on the roads; enter the property under false pretenses; for residents to commit crimes against their own neighbors; for guests of residents to commit crimes; and for employees to commit crimes. As a result, the RANCH is not and can never be free of crime, personal injury,

or unwanted entry, and we cannot guarantee your safety or security. Accordingly, you should NOT rely on the ASSOCIATION alone to protect you from loss or harm.



2. GENERAL RULES PERTAINING TO OWNERS / MEMBERS

2.01 Getting Started

2.01.01 Owner

Transfer of ownership begins on the day of recordation of a grant deed conveying the property. Regardless if the **ASSOCIATION'S** MEMBER SERVICES OFFICE is aware of a transfer on this date, the OWNER of record is the responsible party for all activity related to the property from the date transfer occurs. Communication regarding property transfers is typically handled through a real estate representative involved in the sale of the property. An escrow office generally coordinates the paperwork to transfer the property and communicates with the **ASSOCIATION'S** MEMBER SERVICES OFFICE to obtain the current ASSESSMENT schedule and account balance for the property prior to the close of escrow. It is the responsibility of the seller of the property to provide the new OWNER with all documents required by law prior to the close of escrow. At the publication date of this MEMBERSHIP HANDBOOK, the required documents include:

- Articles of Incorporation
- CC&Rs
- Bylaws
- Certificates of Insurance
- A copy of the most recent ASSOCIATION budget
- A copy of the most recent financial audit of the ASSOCIATION
- A copy of the most recent twelve (12) months of minutes of the Board of Directors meetings
- A copy of this MEMBERSHIP HANDBOOK

- A copy or summary of any notice sent to the previous OWNER that sets forth any alleged violation of the GOVERNING DOCUMENTS that remains unresolved at the time of the request.

If you are a new OWNER and did not receive all of the listed documents or are unsure if what you received is correct, they are available at the ASSOCIATION'S Member Services Office. A nominal fee for reproduction costs will be required.

2.01.02 Primary and Co-Primary Memberships

Transfer of MEMBER privileges does not commence until a copy of the (final) recorded grant deed or a currently effective policy of title insurance is provided to the ASSOCIATION'S MEMBER SERVICES OFFICE.

If more than one (1) name is shown on the recorded grant deed of a property, or it is owned by an entity, in trust, or other than as an individual, a PRIMARY MEMBER (or MEMBERS) must be designated. Up to two (2) OWNERS of record residing in the same household on a full-time basis, or two (2) officers of an entity, may be designated as PRIMARY MEMBERS.

PRIMARY or CO-PRIMARY MEMBERS may provide proof they reside together using one of the following: 1) a valid CA Department of Motor Vehicles Driver's License, Identification Card or Address Change confirmation letter, 2) a validated United States Postal Service (USPS) Address Change confirmation letter; 3) a valid CA Voter Registration Card issued to that individual; or 4) a utility bill.

If the grant deed shows the property is owned by an entity, a letter must be provided on the stationery of the entity naming one (1) or two (2) officers of the entity as the PRIMARY MEMBERS. If a grant deed shows the property is owned in trust without an individual name designated on the deed, a letter must be provided by an authorized agent of the trust designating the PRIMARY MEMBER (or MEMBERS).

Once the PRIMARY MEMBER (or MEMBERS) is established, any change must be submitted in writing and requires the signature of (at least one (1) of) the PRIMARY MEMBERS on the books at the time of change. Upon any change in the PRIMARY MEMBER designation for a property any IDENTIFICATION CARDS, VEHICLE DECALS, VESSEL DECALS or placards issued to the existing PRIMARY MEMBER(S) must be surrendered before any such cards or decals may be issued to the new PRIMARY MEMBER(S).

2.01.03 Co-Member

In addition to the PRIMARY MEMBER the ASSOCIATION allows for up to two (2) other OWNERS of record that reside within the same household on a full-time basis (with or separate from the PRIMARY MEMBER) to be designated as CO-MEMBERS. A CO-MEMBER has all of the privileges of a PRIMARY MEMBER, except voting rights. CO-MEMBERS pay an ASSESSMENT equal to that paid by the PRIMARY MEMBER. Failure to pay such ASSESSMENT terminates the rights of a CO-MEMBER.



It is important that the **ASSOCIATION'S MEMBER SERVICES OFFICE** be immediately advised of any change in title to property.

2.02 Who Is Allowed to Reside in My House?

The following Section provides information on who is allowed to reside in your house. An OWNER, RESIDENT or TENANT not properly registered through the **ASSOCIATION'S MEMBER SERVICES OFFICE** to live in an OWNER'S house, or a GUEST not registered through the Main Gate **HOUSE** to temporarily reside in an OWNER's house, is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter.

Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

2.02.01 Owners and their Families

All OWNERS and their families have the right to enter and exit their residence in accordance with the RULES AND REGULATIONS contained in this MEMBERSHIP HANDBOOK. OWNERS are registered at the **ASSOCIATION'S MEMBER SERVICES OFFICE**.

Any OWNER of record other than the PRIMARY MEMBER or CO-MEMBER gains entry onto the RANCH as a RESIDENT, or as a GUEST of a PRIMARY MEMBER or CO-MEMBER.

Propose to Modify: 2.02.02 Resident

Proposed by: Member Services

Purpose: To provide visibility for Tract 447 CC&R's residency and tenancy restrictions.

2.02.02 Resident

A RESIDENT is any individual who resides with the PRIMARY MEMBER, CO-MEMBER or TENANT on a full-time basis at the property on the RANCH and utilizes that property as their primary residence. A person who lives with a PRIMARY MEMBER or CO-MEMBER off the RANCH is not authorized as a RESIDENT. RESIDENTS may include children, or other relatives, or friends, or OWNERS, other than the PRIMARY MEMBER or CO-MEMBER. RESIDENTS are registered at the **ASSOCIATION'S MEMBER SERVICES OFFICE**. This section does not apply to vacant lots. See Section 2.02.06 Proof of Residence at Heritage Ranch.

Track 447 CC&R's prohibit full-time occupancy in this recreational vehicle tract. Therefore, neither RESIDENTS nor TENANTS may be registered in Tract 447.

2.02.03 Guest

A GUEST is any individual that visits the PRIMARY MEMBER or CO-MEMBER at the property. This may include children, or other relatives, or friends, or OWNERS, other than the PRIMARY MEMBER or CO-MEMBER. GUESTS are registered at the Main Gate **HOUSE**.

A PRIMARY MEMBER or CO-MEMBER whose primary residence is not on the RANCH may not have a GUEST reside on their RANCH property for more than thirty (30) consecutive days unless the PRIMARY MEMBER or CO-MEMBER is also present on the property or registers their invitee as a TENANT. (See Section 2.02.04)

Propose to Modify: 2.02.04 Tenant

Proposed by: Member Services

Purpose: To provide visibility for Tract 447 CC&R's residency and tenancy restrictions.

2.02.04 Tenant

A TENANT is any individual that resides, for more than thirty (30) consecutive days, at the property on the RANCH instead of the PRIMARY MEMBER or CO-MEMBER associated with that property. A TENANT must be registered at the **ASSOCIATION'S** MEMBER SERVICES OFFICE by the PRIMARY MEMBER, and a deposit and fee paid to the ASSOCIATION.

Track 447 CC&R's prohibit full-time occupancy in this recreational vehicle tract. Therefore, neither TENANTS nor RESIDENTS may be registered in Tract 447.

When a PRIMARY MEMBER registers a TENANT with the ASSOCIATION, all privileges of the PRIMARY MEMBER to use ASSOCIATION Amenities and Common Areas, are transferred to the TENANT excepting voting rights and right of access to property. A TENANT can also register a RESIDENT in the same manner as a PRIMARY MEMBER.

Article IX, Section 4 of the Tract 447 CC&R's state, "No LOT shall be used except for temporary residential purposes." For this reason, there are no tenants allowed in Tract 447.

2.02.06 Proof of Residence at Heritage Ranch

When registering RESIDENTS (including NON-PRIMARY OWNERS), the PRIMARY MEMBER(s), CO-MEMBER(s) or TENANTS must provide proof the individual(s) reside at Heritage Ranch. To register and obtain IDENTIFICATION cards, the RESIDENT must provide one of the following documents that reflects a HERITAGE RANCH address: 1) a valid CA Department of Motor Vehicles Driver's License, Identification Card or Address Change confirmation letter; 2) a validated United States Postal Service (USPS) Address Change confirmation letter; or 3) a valid CA Voter Registration Card issued to that individual.



The RANCH is intended for single family residency. When more than one (1) family becomes the record owner of a lot, only one (1) family will be entitled to utilize the recreational facilities, Amenities and Common Areas (as the PRIMARY MEMBER OR TENANT). If your property is Tenant occupied, you have transferred your membership privileges including use of Amenities and Common Areas to your Tenant. At no time shall any RANCH property be used for short-term

rental (less than thirty (30) days) or time-share purposes. Such use would violate San Luis Obispo (SLO) County zoning laws and the ASSOCIATION'S CC&RS.

SUMMARY OF SECTION 2.01 AND 2.02

- OWNERS are listed on the recorded grant deed.
- A PRIMARY MEMBER(S) is established when more than one (1) name is listed on the recorded grant deed, or when the property is owned by other than an individual. PRIMARY MEMBERS relinquish membership privileges (except voting and access to the property) when they have TENANTS.
- A CO-MEMBER is an OWNER in addition to the PRIMARY MEMBER(S) who pays assessments in addition to the PRIMARY MEMBER(S)
 - A TENANT is an individual who resides for more than thirty (30) consecutive days instead of the PRIMARY MEMBER or CO-MEMBER on the RANCH and is registered with the ASSOCIATION. All member privileges except voting and access to the property are transferred from the MEMBER to the TENANT(S).
- A RESIDENT must live with the PRIMARY MEMBER, CO-MEMBER, or TENANT on a full-time basis on the RANCH.
- A GUEST is an individual who visits the PRIMARY MEMBER CO-MEMBER, or TENANT on the RANCH.

2.03 Ranch Identification Cards

The following Section provides information on using your ~~temporary and~~ permanent IDENTIFICATION CARD to gain access to the RANCH. A violation of one of the provisions in this Section pertaining to Illegal Entry, or Aiding Illegal Entry is subject to citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

Propose to DELETE: 2.03.01 – Temporary [Identification Cards]

Proposed by: Member Services

Purpose: HROA no longer issues Temporary ID cards because SLO County now issues a recorded grant deed within a day or two of the close of escrow. Recurrent references to “permanent” identification cards in Section 2.03.02 have also been removed.

2.03.01 Temporary

After close of escrow, a temporary IDENTIFICATION CARD may be issued to the PRIMARY MEMBER or CO-MEMBER through the ASSOCIATION'S MEMBER SERVICES OFFICE upon furnishing a copy of an unrecorded grant deed. This allows the PRIMARY MEMBER or CO-MEMBER (if an additional assessment is paid) to gain entry onto the RANCH on a temporary basis until a permanent MEMBER IDENTIFICATION CARD can be issued. If the escrow company forwards an unrecorded grant deed to the ASSOCIATION'S MEMBER SERVICES OFFICE a temporary IDENTIFICATION CARD will be sent to the property address by the ASSOCIATION'S MEMBER SERVICES OFFICE. (In the case where multiple names are on a deed where no PRIMARY MEMBER is established, the temporary IDENTIFICATION CARD is sent to the first name on that deed until a PRIMARY MEMBER can be established.)

2.03.02 Permanent

Permanent IDENTIFICATION CARDS are issued in the name of the cardholder only with one (1) card issued per individual. Only the person named on the IDENTIFICATION CARD is authorized to use their issued card. Lending out an IDENTIFICATION CARD or use of an IDENTIFICATION CARD to aid entry of others is not allowed.

All IDENTIFICATION CARDS and VEHICLE/VESSEL DECALS and PLACARDS must be returned when the cardholder vacates or moves to a different address within the ASSOCIATION. A monetary penalty may be assessed to the PRIMARY MEMBER if all ID CARDS and VEHICLE/VESSEL DECALS/PLACARDS associated with their property are not returned.

Lost or stolen IDENTIFICATION CARDS and VEHICLE/VESSEL DECALS/PLACARDS must be reported to the ASSOCIATION'S MEMBER SERVICES OFFICE immediately so they can be deactivated. A replacement card can be obtained at the HROA-MEMBER SERVICES OFFICE for a fee. (See Section 3.04)

2.03.03 Primary Member and Co-Member

Once you receive your (final) recorded grant deed, it is your responsibility to provide a copy to the ASSOCIATION'S MEMBER SERVICES OFFICE and obtain your permanent MEMBER IDENTIFICATION CARD which is issued only to designated PRIMARY MEMBERS AND CO-MEMBERS. Once you receive your permanent MEMBER IDENTIFICATION CARD, the Main Gatehouse staff the Member Services Office will issue VEHICLE DECALS and VESSEL DECALS for any vehicle or vessel in the PRIMARY MEMBER'S and CO-MEMBER'S name.

As long as you are a MEMBER in good standing with the ASSOCIATION and do not have TENANTS, your permanent MEMBER IDENTIFICATION CARD affords you all rights and privileges, including: the right to vote (PRIMARY MEMBER only), maintain a PERMANENT GUEST LIST, call in GUESTS, obtain VEHICLE DECALS and VESSEL DECALS for vehicles and vessels in the PRIMARY MEMBER'S or CO-MEMBER'S

name ~~from the Main Gatehouse staff~~, gain access through the Member Lane entry gates when engaged, and use the facilities of the ASSOCIATION in accordance with the RULES AND REGULATIONS contained herein.

2.03.04 Resident

A RESIDENT who lives with a MEMBER or TENANT at an Association property and who has a valid California driver's license displaying a Heritage Ranch address may be issued a RESIDENT IDENTIFICATION CARD by the **ASSOCIATION'S** MEMBER SERVICES OFFICE. A RESIDENT IDENTIFICATION CARD allows a RESIDENT in good standing with the ASSOCIATION to call in GUESTS, obtain VEHICLE DECALS in the RESIDENT'S name from the ~~Member Services Office Main Gatehouse staff~~, gain access through the Member Lane entry gates when engaged, and use the facilities of the ASSOCIATION in accordance with the RULES AND REGULATIONS contained herein.

A RESIDENT has none of the other privileges afforded the PRIMARY MEMBERS, CO-MEMBERS or TENANTS. RESIDENTS do not receive WATER RIGHTS OR VESSEL DECALS except through a WATER RIGHTS TRANSFER (See 3.02.05). **RESIDENTS may not update Permanent Guest Lists.** PRIMARY MEMBERS AND TENANTS are responsible to ensure RESIDENT information is kept current with the **ASSOCIATION'S** MEMBER SERVICES OFFICE.

Propose to MODIFY: 2.03.05 – Tenant

Proposed by: Member Services

Purpose: To clarify the maximum number of Tenant Identification Cards that may be issued.

2.03.05 Tenant

A PRIMARY MEMBER (MEMBER) may register a TENANT at their property if the MEMBER does not reside at the property. A refundable deposit and non-refundable processing fee are required. When a TENANT is registered, the MEMBER relinquishes all ASSOCIATION privileges (except voting) to the TENANT. The MEMBER must surrender all IDENTIFICATION CARDS and VEHICLE/VESSEL DECALS/PLACARDS issued in their name for that address. The MEMBER is automatically placed on the TENANT'S PERMANENT GUEST LIST, and may, in the manner of a GUEST, gain access to the RANCH.

A registered TENANT is issued a TENANT IDENTIFICATION CARD by the **ASSOCIATION'S** MEMBER SERVICES OFFICE. A TENANT IDENTIFICATION CARD allows a TENANT in good standing to: 1) call in GUESTS, 2) maintain a Permanent Guest List, 3) register RESIDENTS, 3) obtain VEHICLE and VESSEL DECALS from the ~~Member Services Office Main Gatehouse staff~~ for vehicles and vessels owned in the TENANT'S name, and 4) use the facilities of the ASSOCIATION in accordance with the RULES AND REGULATIONS contained herein. **Up to two (2) TENANT IDENTIFICATION CARDS may be issued per residence. Additional cards for registered RESIDENTS may be issued.**

All IDENTIFICATION CARDS and VEHICLE/VESSEL DECALS/PLACARDS must be returned when the cardholder vacates or moves to a different address within the ASSOCIATION. A monetary penalty may be assessed to the PRIMARY MEMBER if all ID CARDS and VEHICLE/VESSEL DECALS/PLACARDS associated with their property are not returned.

SUMMARY OF SECTION 2.03

- **PRIMARY MEMBERS, TENANTS and CO-MEMBERS receive VEHICLE DECALS and may call in GUESTS. MEMBERS with TENANTS relinquish these privileges to their TENANTS.**

- **Only PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS receive VESSEL DECALS, establish Permanent Guest Lists and may rent ASSOCIATION facilities or use Amenities and Common Areas. MEMBERS with TENANTS relinquish these privileges to their TENANTS.**

- **Only RESIDENTS who have been issued IDENTIFICATION CARDS may receive VEHICLE DECALS and call in GUESTS. RESIDENTS may not manage Permanent Guest Lists and do not have Water Rights or other member privileges.**

Only PRIMARY MEMBERS and CO-MEMBERS receive billings and general correspondence.

- **Only PRIMARY MEMBERS receive voting materials.**

2.04 Getting Guests onto the Ranch

The following Section provides information related to getting GUESTS onto the RANCH. A violation of any of the provisions in this Section pertaining to Illegal Entry, or Aiding Illegal Entry is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

Proposed to MODIFY 2.04.01 General

Proposed by: Member Services and Main Gate

Purpose:

- 1. To add that Lot and Tract are also requested when calling in Guests.**
- 2. As listed on the first page, Residents may only call in guests if they have been issued an Identification Card.**

2.04.01 General

Only PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS may call GUESTS in through **either** the Main **or North** Gate **HOUSE** by providing the four (4) digit **MEMBER/TENANT** Identification Number, **Lot and Tract** (on the IDENTIFICATION CARD) to the **Main** Gate **HOUSE** attendant. **Designated RESIDENTS who have been issued IDENTIFICATION CARDS may also call in GUESTS.** Children or friends of MEMBERS or TENANTS cannot authorize such entry. If the PRIMARY MEMBER, CO-MEMBER or TENANT wants to control further who is authorized to call in GUESTS, the PRIMARY MEMBER, CO-MEMBER or TENANT may provide a secret password to the **Main** Gate **HOUSE** attendant to be kept on file with the property. The secret password would then be required, in addition to the four (4) digit **MEMBER/TENANT** Identification Number **Lot and Tract**, for anyone calling in GUESTS for the property. All GUESTS must be registered with the **Main** Gate **HOUSE** to gain access through either the Main Gate **HOUSE** or North Gate **HOUSE**.

2.04.02 Permanent Guest List

The PRIMARY MEMBER (without TENANTS) and CO-MEMBER associated with a property may each have up to six (6) GUEST FAMILIES recorded into the **Main** Gate **HOUSE** computer system at any one time. A TENANT may have up to five (5) GUEST FAMILIES recorded on such a PERMANENT GUEST LIST, along with the PRIMARY MEMBER, who is automatically placed on the TENANT'S PERMANENT GUEST LIST bringing the total to six (6). **RESIDENTS with or without IDENTIFICATION CARDS may not establish or update PERMANENT GUEST LISTS.**

These lists allow GUESTS to gain access to the community via the **guest VISITOR** lane at the **Main Gate** entrance on Gateway Drive when it is staffed and without the necessity of being called in. Automated gate access is available for convenient entry for permanent and short-term guests at the **Main Gate** entrance on Gateway Drive when the Gate is not staffed during the overnight hours (after 11:00 pm). **See Section 3.04.03 Use – Visitor Access System for more information.** PERMANENT GUEST LISTS are maintained through the **ASSOCIATION'S** MEMBER SERVICES OFFICE and require the signature of the PRIMARY MEMBER, CO-MEMBER or TENANT. Your PERMANENT GUEST LIST needs to be updated with the **ASSOCIATION'S** MEMBER SERVICES OFFICE whenever a change occurs.



OWNERS are responsible for all activities related to IDENTIFICATION CARDS, VEHICLE DECALS, VESSEL DECALS and PLACARDS issued to the property.

As soon as the PRIMARY MEMBER/TENANT notifies the ASSOCIATION'S MEMBER SERVICES OFFICE of a change in RESIDENCY of any person who is the responsibility of that PRIMARY MEMBER/TENANT, the ASSOCIATION'S MEMBER SERVICES OFFICE the appropriate IDENTIFICATION CARD(S) for that property will be disabled.

All persons listed on a PERMANENT GUEST LIST are the responsibility of the MEMBER/TENANT regardless of whether that MEMBER/TENANT is

aware of the individual being on the RANCH. See Sections 3.01.02 and 3.02.02 for information on VEHICLE DECALS and VESSEL DECALS as well as 3.04.01-03 regarding access point USE.

2.04.03 Access for Contractors, Suppliers, Realtors and Others

PRIMARY MEMBERS, CO-MEMBERS, and TENANTS, ~~and designated~~ RESIDENTS (those who have been issued IDENTIFICATION CARDS) must notify the Main ~~or North~~ Gate HOUSE by calling or by sending an email to gate@hroa.us when expecting GUESTS of any type other than those listed on the PERMANENT GUEST LIST and other than the following: service trade vehicles which are clearly marked with a bill of lading, manifest or invoice do not need to be called in each time prior to arrival. Upon satisfactory identification, in the course of their work, law enforcement, paramedic, fire personnel, or other emergency services, government officials, public utilities, process servers and bail bondsmen may gain direct entry onto the RANCH without being called in. Construction workers providing services to your property, or other GUESTS temporarily residing with you, may be called in for two (2) week intervals.

RESIDENTS who have been issued an IDENTIFICATION CARD may also call in GUESTS, but they may not update PERMANENT GUEST LISTS.

Uninvited GUESTS will not be allowed entry onto the RANCH. It is not the responsibility of the HROA Gate HOUSE staff to contact you to verify access for GUESTS that you have not made appropriate arrangements for entry.

The ASSOCIATION has the right to refuse entry to anyone who is uninvited, or any GUEST who is deemed to be a nuisance or may adversely affect the health or welfare of the community. The ASSOCIATION maintains a list of individuals who, by Board action, are not allowed onto the RANCH. Unauthorized individuals may be removed by the Sheriff for trespassing. No person shall interfere with the Gate HOUSE staff in the performance of their duties.

Realtors are required by the Association to present their laminated Department of Real Estate "Pocket Cards" to the Main Gate HOUSE. Property owner or representing agent hosting Open Houses of the property must also provide a listing of the property (a printed, letter-sized document) with the following information.

- Property address
- Photo of the home listed for sale
- Date and time
- Agent contact phone number
- Agent Department of Real Estate License number

All Open House GUESTS are registered to the property owner's account and are the responsibility of the owner.

Propose to ADD: 2.04.04 – Visitor Access System

Proposed by: Member Services

Purpose: To include a brief description of the recently implemented Visitor Access System and to provide a reference to the Section 3.04.03 USE – Visitor Access System.

2.04.04 – Visitor Access System

MEMBERS/CO-MEMBERS/TENANTS in good standing may request an Association-assigned, unique, 4-digit Visitor Access Code and/or a listing on the Visitor Access Directory to allow family members and designated guests to enter the Ranch through the Main and North Gates. RESIDENTS may not request Visitor Access Codes or Directory entries. There is one Visitor Access Code and/or Directory entry for each address and may be requested from the Member Services Office.

Members are responsible for the decision to or not to share their Visitor Access Code and for all the actions of their guests.

Use of the Visitor Access Code or the Directory is optional and is not an IDENTIFICATION CARD replacement. The Visitor Access System does not replace any existing policies or operating rules pertaining to GUEST or GUEST VESSEL access to the Association. GUESTS who are not on a Permanent Guest List and anyone who will be bringing a GUEST VESSEL or VISITOR VESSEL must still be called into the MAIN GATE.

Codes may not be shared indiscriminately with vendors, party or event guests or anyone not well known to the MEMBERS/CO-MEMBERS/TENANT.

These access options are intended for use as a convenience for authorized guests only. The ASSOCIATION is not required and may decline to issue these optional access codes, especially for homes on-property that are not occupied or based on prior breach of security violations. The ASSOCIATION'S responsibility is to ensure that the gate access requirements and processes are followed.

If the Visitor Access System is improperly used, monetary penalties may be assessed and/or the Visitor Access System use may be revoked and/or citations issued. Reference Section 3.04.03 Use – Visitor Access System for additional information.

SUMMARY OF SECTION 2.04

- **PRIMARY MEMBERS (without TENANTS), CO-MEMBERS AND TENANTS and designated RESIDENTS** may authorize access for GUESTS by calling the Main Gate HOUSE at (805) 238-9641, Option 2 227-6560 or by sending an email to gate@hroa.us . Requests must include ~~by providing~~ their four (4) digit MEMBER/TENANT Identification Number as well as Lot and Tract
- **RESIDENTS that have been issued an IDENTIFICATION CARD may also call in GUESTS, but they may not update PERMANENT GUEST LISTS.**
- **PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS** may request a secret password to be kept on file to also be used for calling in GUESTS.
- **PRIMARY MEMBERS (without TENANTS) and CO-MEMBERS** may each have up to six (6) GUESTS FAMILIES on a PERMANENT GUEST LIST.
- **TENANTS** may have up to five (5) GUEST FAMILIES on a PERMANENT GUEST LIST because the OWNERS are included as their PERMANENT GUESTS.
- **The ASSOCIATION maintains a list of individuals who, by Board action, are not allowed onto the RANCH.**

2.05 General Standards and Rules of Conduct

The following Section provides information regarding general standards and rules of conduct for all persons on the RANCH. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

2.05.01 General

All persons on the RANCH are expected to conduct themselves, maintain their property, and operate vehicles and vessels, in a manner which promotes the wellbeing of the RANCH and does not offend or injure persons or property on the RANCH. Adherence to the RULES AND REGULATIONS is a required component of such responsible behavior. The Board of Directors is required by the GOVERNING DOCUMENTS of the ASSOCIATION to enact and gain compliance with these rules and guidelines. The Board of Directors has established offices of Ranch Patrol and/or AEC Inspection to be the primary mechanism for such compliance. Employees of the ASSOCIATION have been instructed to gain compliance with the GOVERNING DOCUMENTS of the ASSOCIATION, including these RULES AND REGULATIONS and CC&R's.

Members and Residents should dial 911 to contact law enforcement directly if they are aware of an emergency or crime. After contacting law enforcement, members should contact the Main Gate HOUSE to request Ranch Patrol be notified of the situation.

The Ranch Patrol department is not mandated to enforce public law. Ranch Patrol Officers' primary responsibilities, as defined by the California Code of Regulations, are: PREVENTION, OBSERVATION and REPORTING.

Members and Residents should contact Ranch Patrol via the Main Gate **HOUSE** only when a situation involves a violation of these RULES and REGULATIONS or CC&R's. Members are also encouraged to complete a Member Communication form to report rule violations. Forms are available at the **HROA Member Services Office** and online at www.hroa.us.



IF YOU SEE SOMETHING; SAY SOMETHING. Dial 911 for all Emergencies and Crime. Contact the Main Gate **HOUSE to request Ranch Patrol assistance with HROA rule violations. Contact the SLO County Sheriff's Office at (805) 781-4550 for non-emergency reports or when you want law enforcement support (other than emergencies). After contacting law enforcement, call Ranch Patrol via the Main Gate **HOUSE** at **805-238-9641, Option 2 805-227-6560.****

2.05.02 Altering the Common Area

No altering of the Common Area of the RANCH is allowed without the express written consent of the ASSOCIATION, including, but not limited to:

- No trees in the Common Area are to be planted, cut, destroyed or relocated.
- No structures of any kind are to be erected or built on, over, or extending onto the Common Area of the RANCH, nor are any existing structures to be removed or destroyed.
- No trash, garbage, grass cuttings or clippings, cement or fill dirt, asphalt, rock, etc. is to be dumped on the Common Area of the RANCH.
- Excavation, dumping or otherwise altering the landscape and/or the flow of water is prohibited.

2.05.03 Conduct

All OWNERS are responsible for the conduct of any member of the OWNER'S household, or any TENANT, GUEST, or contractor on the RANCH at the invitation of the OWNER.

No improper conduct, obscenities, verbal or physical threats by owners, residents, tenants, family and/or guests will be tolerated. Actions by any person of any nature, particularly in the Common Areas, Amenities and/or on social media, or towards owners, residents, tenants, family and/or guests, employees, directors and/or service providers which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include noise, intoxication, quarreling, any form of harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior. Abuse of employees or hindering them in the performance of their duties is also prohibited (See also 2.05.05 Disturbing the Peace).

Failure to comply with the directive of an ASSOCIATION employee, and/or noncompliance with any posted signage or directing any vulgar, profane, abusive, or

threatening language or gesture towards such employees may result in a monetary penalty, as determined by the Board of Directors, being assessed against the responsible OWNER (or TENANT). Such a penalty will be in addition to any other penalty associated with a violation of these RULES AND REGULATIONS.

2.05.04 Curfew for Minors

With exception for traveling to their residence, unsupervised minors (under age eighteen (18) are not permitted on the Common Area of the RANCH after 10:00 p.m. Sunday through Thursday, and after 11:00 p.m. on Friday and Saturday.

2.05.05 Disturbing the Peace

Any conduct, including playing loud music, operating loud motorized vehicles, boisterous or unruly behavior, or the use of profane, offensive, or threatening language or gestures, including conduct which occurs on privately owned property but can be seen or heard on other RANCH property, is considered disturbing the peace and is prohibited.

Any excessively loud (80 decibel or higher), unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any reasonable person of normal sensitiveness may constitute Disturbing the Peace. If a complaint is received by the ASSOCIATION and the noise is heard by the ASSOCIATION'S Ranch Patrol Officer, all of the following will be taken into consideration to determine if a violation is occurring: the audible volume of the noise; the intensity; whether the nature of the noise is usual or unusual; whether the origin of the noise is natural or unnatural; the proximity of the noise to other residents; the duration of the noise; whether the noise is recurrent, intermittent or constant; and/or whether the noise is commercial in nature.

Generator use is intended for a temporary power source related to such things as construction or power outages. Any generator used for other than these intended purposes is considered disturbing the peace and is prohibited.

2.05.06 Firearms and Weapons

It is not permitted to carry, brandish or discharge a weapon, including but not limited to a firearm, pellet, BB, airsoft or paintball gun, bow and arrow, or sling shot on HROA property. This excludes persons properly licensed under the Penal Code to carry a firearm. Any person transporting handguns in California is required under California Law to transport those handguns unloaded and in a locked container other than the glove compartment or utility compartment of a vehicle.

Propose to MODIFY: 2.05.07 – Fires and Barbeques

Proposed by: Member Services

Purpose: Mitigate fire risks resulting from the use of barbeques and fire pits in unsupervised and unsafe locations.

2.05.07 Fires and Barbeques

Fires, fire pits or barbeques are permitted only in self-contained units fully enclosed with a lid available. A grill is considered a lid for this requirement. No open or ground fires of any type are allowed due to extreme fire danger. **Other than when occupying a rented campsite, fire pits, barbeques and open fires are prohibited in all common areas, amenities and easements at all times.**

2.05.08 Fireworks

All types of fireworks are prohibited on the RANCH.

2.05.09 Home Occupations

All residential lots, except the 20 acre parcels, which have special provisions in the CC&Rs, must limit the gainful employment of any occupant as follows: employment activity must be subordinate to the residential use of the property; there must be no display, stock in trade, or commodity sold on the premises except cosmetics, and personal or household products; and no persons shall be employed other than residents of the dwelling, except for one (1) office person, for off-site businesses where the home site is used for phone answering and bookkeeping only. All home occupation activity shall be confined to the interior of the dwelling and any traffic generated by a home occupation shall only involve types of vehicles normally associated with a home in a residential neighborhood. No home occupation is to involve on-site use of equipment requiring more than standard house electrical current, or that produces noise, dust, odor or vibration detrimental to occupants of adjoining dwellings. Home occupation restrictions correspond with those issued by SLO County. This Section does not include Child Day Care Facilities which are regulated by California Code of Regulations, Title 22, Section 81009 et seq.

2.05.10 Illegal Dumping

The roll-off refuse collection containers ('dumpsters') in Tracts 447, 466 and 720 are for the exclusive use of OWNERS within those individual tracts only. Unauthorized use of these facilities is considered illegal dumping and is prohibited. The cost of cleanup may be part of any fine issued. The following restrictions apply to all 447 residents when using the 447 dumpsters:

- All refuse must completely fit and be contained within the dumpster
- No hazardous waste items as identified by Rule 2.07.02
- No construction materials
- No tires
- No furniture or mattresses
- No appliances or electronics
- No machinery or large metal pieces
- No cement, dirt, brick or masonry product of any sort

2.05.11 Indecent Exposure / Public Urination

Indecent exposure, as that term is defined by California Penal Code § 314 is prohibited on the RANCH. That Section states: 'Every person who willfully and lewdly

exposes his person, or the private parts thereof, in any public place, or in any place where there are present other persons to be offended or annoyed thereby'.

2.05.12 Livestock and Equine

The type and number of livestock and equine allowed is established by the ASSOCIATION'S GOVERNING DOCUMENTS (CC&Rs by Tract) and all reasonable efforts will be made to gain compliance. OWNERS of livestock and equine are responsible to restrain them within a fenced yard or have them under their possession in a safe manner.

All loose livestock and equine on RANCH property are the responsibility of the OWNER upon whose property they reside or are registered with. If you see an animal loose on the RANCH, please contact the Main Gate **HOUSE**. A loose animal on the roadway can be extremely dangerous for both the animal and those driving on the roads.

2.05.13 Minors Possessing Alcohol

Minors (under age twenty-one [21]) may not possess or consume alcohol on the RANCH.

2.05.14 Adult Furnishing Alcohol to Minors

Adults may not furnish a minor (under age twenty-one [21]) an alcoholic beverage on RANCH property

2.05.15 Noise Curfew

No loud noise or amplified music on the RANCH is permitted between the hours of 10:00 p.m. and 6:00 a.m.

2.05.16 Pets

The type and number of pets allowed is established by the ASSOCIATION'S GOVERNING DOCUMENTS (CC&Rs by Tract) and the Association will make all reasonable efforts to gain compliance. No abandonment of any pet under any circumstance is allowed. OWNERS are responsible for the conduct of their pets, including pets on the RANCH at the invitation of the OWNER. Failure of the OWNER to adequately control the conduct of a pet may, in addition to a fine by the ASSOCIATION, also be referred to San Luis Obispo County Animal Services (ANIMAL SERVICES) and be subject to their Regulations. The ASSOCIATION is not responsible for damage caused by any loose animals within the ASSOCIATION'S property.

If your dog is missing, or if you see a dog loose on the RANCH please contact the Main Gate **HOUSE**.

2.05.16.1 Pet Controls

All dogs must be leashed while within the Common Areas and restrained from aggression and property destruction or contained within a fenced yard.

2.05.16.2 Pet Noise / Nuisance

Any dog whose continuous barking disturbs the peace and quiet enjoyment of any resident, will subject its owner to a fine for creating a disturbance. MEMBERS should call the Main Gate **HOUSE** and ask that a Ranch Patrol Officer be dispatched to the area where it is believed the disturbance is occurring. The Ranch Patrol Officer will make an independent observation and, if warranted, will issue the OWNER of the dog (or responsible OWNER) a Warning/Notice to Comply or a Notice of Violation depending upon the severity of the circumstances and/or existence of prior warnings.

2.05.16.3 Pet Waste Disposal

All dog OWNERS must appropriately collect and dispose of their dog's droppings. Any OWNER found violating this regulation is subject to a monetary penalty.

Propose to MODIFY: 2.05.16.4 – Temporary Pet Custody (aka Dog Jail)

Proposed by: Member Services

Purpose: To clarify loose pet services

2.05.16.4 Temporary Pet Custody (aka Dog Jail) Loose Pets

- 1.** All reasonable efforts will be made for loose pets (dogs) in the Common Areas of the ASSOCIATION to be **reunited with their owners**, picked up and/or temporarily impounded. **Only non-aggressive dogs shall be captured by Ranch Patrol. All dogs exhibiting any signs of aggression will be immediately reported to Animal Control for capture.**
- 2.** It is recommended that all dogs who reside within the Association be currently registered through the County of San Luis Obispo and have valid tags/licenses on at all times. **Any dog whose owner cannot be readily identified and/or contacted will be surrendered to County of San Luis Obispo Animal Control.**
- 3.** County of San Luis Obispo Animal Control is **shall be** contacted immediately **regarding any pet the ASSOCIATION takes custody of** ~~for each pet (dog) the ASSOCIATION is informed about loose in the Common Areas of the community,~~ so there is no guarantee how long each loose pet will be held at the temporary custody center by the ASSOCIATION.
- 4.** ~~Whenever possible, a photo will be taken of each pet (dog) in the temporary custody center to aid in reuniting the pet with its owner.~~

2.05.16.5 Guest and Contractor Pets

OWNERS are responsible for their pet(s) and any pet(s) that are brought onto the RANCH by their GUESTS. OWNERS are responsible for ensuring that any contractors or laborers present on the RANCH at their invitation do not bring any pets onto the RANCH.

2.05.17 Soliciting

There shall be no soliciting on the RANCH without the express written permission of the ASSOCIATION. If a PRIMARY MEMBER, CO-MEMBER or TENANT calls in a

food delivery agency or any other agency they will be held responsible for that agency's actions on the RANCH.

2.05.18 Theft of ASSOCIATION Property

Persons found in possession of stolen or misappropriated ASSOCIATION property shall, in addition to any other legal process, be in violation of the rules and may be subject to a monetary penalty.

2.05.19 Vandalism and Graffiti

Persons found to have maliciously committed any act that defaces, damages, or destroys any real or personal property owned by the ASSOCIATION, shall, in addition to any other legal process, be subject to a violation of the ASSOCIATION.

2.05.20 Wildlife

It is HROA policy that wildlife on or within the RANCH shall not be unnecessarily disturbed, removed or destroyed. Only authorized government officials and designated agents of HROA are permitted to handle wildlife and to address nuisance animals such as wild pigs. Examples of local wildlife species include, but are not limited to bobcat, deer, dove, fox, mountain lion, quail, wild boar and wild turkey. This rule does not apply to rodent abatement done for health and safety and/or to protect property.

If you witness abusive behavior towards wildlife, collect as many details as possible - including vehicle type, license plate number, date and time. Then call the CA Department of Fish and Wildlife's 24-hour CalTIP hotline at (888) 334-2258 or send an anonymous text to 847411 (tip411). In the message, text CALTIP followed by a space and then the information.

As always, after contacting law enforcement, contact the Main Gate **HOUSE** to advise Ranch Patrol.

2.05.21 Littering

It is a violation of this section to litter or cause to be littered in or upon Association property or private property within the Association. A person, firm, or corporation in noncompliance this rule shall be subject to a fine based on the severity and circumstance surrounding the offense.

2.05.22 Association Meeting Conduct Rules

1. No improper conduct, obscenities, verbal or physical threats by owners, residents, tenants, family and/or guests will be tolerated. Actions by any person of any nature, particularly in the Common Area and/or on social media, or towards the management team and service providers, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include noise, intoxication, quarreling, any form of harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior.

2. Owners are responsible for the conduct of his/her residents, tenants, family and/or guests, and all service personnel, service providers, contractors, and any other invitees.
3. All owners, their residents, tenants, family and/or guests are presumed to conduct themselves with due consideration for each other and for any member of the Association, the community manager, as well as any members of the Association service providers and Association volunteers. The Board of Directors has the authority to discipline any person for any conduct, which in its opinion tends to endanger the welfare, interest or character of the Association and/or its service providers, as well as for violations of the specific rules and regulations of the Association.
4. Board of Directors, Association Management, and members of the management team are to be treated in a courteous and considerate manner at all times. No member of the Board or management team shall be reprimanded, threatened, or harassed in any way by an owner, his/her residents, tenants, family and/or guests. All complaints regarding service rendered by any Association management team member must be made to the Board of Directors for appropriate handling.
5. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility at the time, (i.e. Board member, or duly Board-authorized Agent) shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association when available.
6. The Association considers a violation of any of the foregoing rules a serious violation which will subject the violating owner to immediate disciplinary action. Said disciplinary actions, upon completion of the required notice and hearing provisions under the governing documents and any successor statutes, shall include possible imposition of a monetary penalty, suspension of voting and/or suspension of privileges for use of the Common Area and recreational facilities (i.e. Pool/Recreation Barn/Marina areas).

2.05.23 Breach of ASSOCIATION Security

Any act or failure to act resulting or presenting the possibility of unauthorized access to the Association is strictly prohibited.

2.06 Items and Services Available

A list of current member services and check-out item is available at the **ASSOCIATION'S** MEMBER SERVICES OFFICE and on the website at www.hroa.us.

2.06.07 Garage Sale Signs

An owner/tenant is permitted to hold a maximum of four (4) garage / yard sales per calendar year. Each garage / yard sale is not to last more than three (3) consecutive days. Only HROA approved signs may be used. One (1) sign per garage/yard sale is

available for checkout at the **ASSOCIATION'S** MEMBER SERVICES OFFICE. There is no fee for signs, but a damage deposit is required.

2.07 Refuse Collection / Hazardous Material

2.07.01 Refuse Collection

Curbside trash service and recycling is mandatory for all properties with a water meter except Tracts 447, 466 and 720 which pay for 'dumpster' service. The Heritage Ranch Community Services District (CSD) administers the solid waste program on the RANCH and is under contract with San Miguel Garbage Company (SMGC). SMGC bills customers monthly. The CSD is located at 4870 Heritage Road, Paso Robles, California 93446. The CSD phone number is 805-227-6230. SMGC's address is P.O. Box 249, San Miguel, California 93451. SMGC's phone number is 805-467-9283.

Refuse collection containers and loose pick up items, may not be put out before 6:00 a.m. the day before collection, or kept out past 6:00 a.m. the day after collection. No refuse collection containers, or other loose pick up items, are to be visible from the streets and RANCH roads other than during the above periods.

2.07.02 Hazardous Materials

Hazardous materials disposal is not permitted in any of the Common Areas of the ASSOCIATION or in any Common Area dumpsters. The Heritage Ranch Community Services District (HRCSD) has a household hazardous waste collection site program operated through SLO County. The household waste disposal site is located in the HRCSD maintenance yard near the office at 4870 Heritage Road. For operating hours and information contact HRCSD.



3. Rules Pertaining to Vehicles and Vessels

3.01 Vehicles (excepting motorized scooters and wheelchairs used by the disabled)

This Section provides information regarding vehicle operation on the RANCH. It applies to all forms of motorized transportation including cars, trucks, motorcycles, motorbikes, campers, off-highway vehicles, farm equipment, golf carts and recreational vehicles. This Section also applies to bicycles, motorized or pedal powered. All persons on the RANCH are expected to adhere to California Laws as they pertain to vehicles. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

3.01.01 Registration with the ASSOCIATION (excepting golf carts, off-highway vehicles, farm equipment and bicycles).

All vehicles stored or operating on the RANCH must be registered to an OWNER'S property.

Propose to MODIFY: 3.01.02 – Vehicle Decals

Proposed by: Member Services & Main Gate

Purpose:

- 1. Rename section to add “placards”**
- 2. Remove reference to annual decal issuance. The Association is currently working to define a different process/interval for decals.**
- 3. Change the primary location that issues vehicle and vessel decals from the Main Gate to the Member Services Office. The Mussel Inspection Kiosk will also issue decals when it is open seasonally and on weekends only.**
- 4. Remove references to home appointments for vehicle and vessel decals. It is no longer necessary to bring the**

vehicle/vessel when requesting multiple decals, so bringing current registrations on a single trip to the Member Services Office is all that is required. Also, this practice is not supportable due to insurance and safety restrictions.

3.01.02 Vehicle Decals and Placards

~~VEHICLE DECALS are issued annually and expire April 30 of each year. VEHICLE DECALS are not mandatory but are required for access through the Member Lanes at the Gates HOUSE, and to park in the Main HROA Marina when parking restrictions are in place (See Section 5.03.06). They are not mandatory in other areas of the community.~~

VEHICLE DECALS are required for access through the Member Lanes at the Gates, and to use RANCH launch, dock, marina and HROA Marina parking facilities when parking restrictions are in place (See Section 5.03.06). VEHICLE DECALS are not otherwise mandatory. All vehicles that do not have a current decal or a placard must use the Visitor Lane(s).

Decals and placards may be obtained at the Member Services Office at 2130 Heritage Loop Road or at the Mussel Inspection Kiosk at the HROA Marina (when open) by presenting a PRIMARY MEMBER, CO-MEMBER, TENANT or RESIDENT IDENTIFICATION CARD, along with proof of vehicle ownership in the form of a current registration (which must match the name on the IDENTIFICATION CARD).

All vehicles that do not have a current decal or a temporary PLACARD must use the Guest Visitor Lane(s). A permanent license plate number is required to issue a decal. If the registration is pending on a recently purchased vehicle, the MEMBER/TENANT/RESIDENT may use a Visitor Access Code to access through the Visitor Lane. Reference Section 3.04.03 Use – Visitor Access System

If a vehicle is registered to an entity (company), a letter from the entity on their stationary stating that the vehicle is solely used by the PRIMARY MEMBER (without TENANTS), CO-MEMBER, TENANT or RESIDENT must be presented with the vehicle registration.

In some situations, a PLACARD may be issued in place of a VEHICLE DECAL, when a decal cannot be issued or affixed to a particular vehicle. Examples of when a PLACARD may be issued include: classic/collector cars, non-member/tenant HROA & CSD employees, and CalTrans workers that drive an assigned vehicle.

Resident and non-resident law enforcement personnel and emergency responders driving a marked vehicle may utilize the Member Lane without a VEHICLE DEAL or PLACARD.

VEHICLE DECAL(s) each have a unique number and are issued to a specific vehicle associated with a PRIMARY MEMBER's LOT. PRIMARY MEMBERS are responsible to ensure all VEHICLE DECALS and PLACARDS associated with their property are surrendered when a vehicle is sold, a windshield replaced and/or the cardholder associated with the property moves away from the ASSOCIATION or to another address within the ASSOCIATION. (See also Sections 2.02 and 2.03)

Any VEHICLE DECAL (including any VEHICLE DECAL or document used to obtain said VEHICLE DECAL which is forged, fabricated or altered from its original state of issuance, and used to obtain access) found to be used in a manner other than for its intended use, is prohibited. It is important to report any stolen VEHICLE DECAL(s) promptly to the ASSOCIATION.

The OWNER of the property to which DECALS/PLACARDS are registered is responsible for any activity associated with that vehicle, such as gaining access to the RANCH, until the expiration date of the DECAL, unless returned or reported lost or stolen to the ASSOCIATION.

A monetary penalty may be assessed to the PRIMARY MEMBER if all DECALS and PLACARDS associated with their property, including those issued to RESIDENTS and TENANTS, are not returned **when the party is no longer eligible for access to the ASSOCIATION.**

~~As a service to members, and with a few conditions to ensure efficient use of staff resources, you may contact the Main Gatehouse to schedule an appointment for us to come to your location to apply vehicle/vessel decals.~~

- ~~1. Appointments may be made between January 1 and when the Mussel Kiosk is open.~~
- ~~2. There must be at least four (4) vehicles/vessels~~
- ~~3. All items must be in the same location~~
- ~~4. Weather conditions must be dry (no dew, fog or rain) and temperatures must be at least 50 degrees fahrenheit.~~

~~If you have a new or yet to be licensed vehicle, the Main Gate HOUSE staff will, upon proper identification and proof of ownership, issue a TEMPORARY VEHICLE PLACARD that will allow you to utilize the Member Lane until your vehicle can be registered and a decal applied. See Section 3.01.02-A. All vehicles that do not have a current decal or a temporary placard must use the Guest Lane(s).~~

Propose to DELETE: 3.01.02-A – Temporary Vehicle Placards
Proposed by: Member Services & Main Gate

Purpose:

- 1. Instructions for long-term placards for collector vehicles that may not affix a decal have been added to section 3.01.02 - Vehicle Decals**
- 2. Instructions for short-term access for new vehicles while registration is pending has also been added to 3.01.02 - Vehicle Decals**

3.01.02-A — Temporary Vehicle Placards

TEMPORARY VEHICLE PLACARDS are available to use for UP TO 60 DAYS in place of a vehicle decal in such cases of the purchase of a new vehicle or while registration is pending from the DMV. The TEMPORARY VEHICLE PLACARD must be displayed in clear view on the mirror or dashboard of the vehicle at ALL times while on the RANCH. The TEMPORARY VEHICLE PLACARD must also be displayed to park at the **Main HROA Marina** when parking restrictions are in place (See Section 5.03.06).

A monetary penalty may result if TEMPORARY VEHICLE PLACARDS are not returned to the Main Gate **HOUSE** by the expiration date.

3.01.03 Vehicle Equipment and Operability (excepting golf carts and bicycles)

All vehicles on the RANCH must be operable and must have such operable equipment, including headlamps and taillights, as required by the California Vehicle Code (Sections 24000, et seq.). Further, the brake system must be in good working order and a muffler that effectively limits noise must be installed. (The noise limit on the RANCH is 80 decibels.) No vehicle, including off-highway vehicles, may be operated on the RANCH without such operable equipment. All vehicles operating on the RANCH between dusk and dawn must be operated utilizing appropriate headlamps, taillights and brake lights.

Propose to MODIFY: 3.01.04 – Golf Carts and Bicycles / Vehicle Equipment and Operability

Proposed by: Member Services & Ranch Patrol

Purpose:

- 1. Rename section title to include electric pedal assisted bikes (eBikes)**
- 2. Define eBikes**
- 3. Define use guidelines for eBikes**
- 4. Define Right of Way practices for better safety**

3.01.04 Golf Carts, Bicycles and Electric Pedal Assist Bikes (eBikes) - Vehicle Equipment and Operability

Any golf cart, **bicycle or eBike** driven on the RANCH must be operable and have the brake system in good working order. If driven at night, any golf cart or bicycle (motorized, **electric** or pedal powered) must be equipped with at least one (1) lighted white operating headlamp and one (1) lighted red tail lamp which is clearly visible from the rear.

Electric Pedal Assist Bicycles - Electric bicycles are permitted to be used on community roadways so long as the bicycle is equipped with pedals, pedal assist functionality, and an electric motor less than 750 watts.

Right of Way: Operators of any non-motorized conveyance are required to yield the right of way to everyone else on a trail because these devices are faster and easier to maneuver than a horse or someone on foot. Bikers must pass on the left and shout, "On your left" before overtaking someone else on the trail so that they know a bike or cycle is coming. Bikers traveling downhill must yield to all riders headed uphill unless the trail is designated one-way or downhill-only traffic. Bikers should keep their speed in check and use a bike bell at blind corners to announce their presence to other trail users. Reference 5.07.07-Trails

Electric Bike (eBike) Defined: Federal law HB727 AND California AB-1096 define eBikes as a two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts. A bike over 750w would therefore qualify as a "motor-driven-cycle" and require DOT approval, license etc. Additionally, 28 mph eBikes (class 3) may not have a throttle at all in California. California law AB-1096 specifies: A "class 3 electric bicycle," or "speed pedal-assisted electric bicycle," is a bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour and equipped with a speedometer."

3.01.05 Operation – License (excepting pedal powered bicycles)

All persons operating a vehicle on the RANCH must possess a valid driver's license.

3.01.06 Operation – Speed Limit

Operating any vehicle on the RANCH at a speed greater than the posted limit is prohibited. The speed limit in RANCH parking lots, the Equestrian Center and campgrounds is five (5) miles per hour. Areas not posted are twenty-five (25) miles per hour. The ASSOCIATION'S Ranch Patrol Officers will make all reasonable efforts to gain compliance including the use of radar equipment. Additional penalties may be assessed for violations occurring within school zones.

3.01.07 Operation – Stop Signs

All vehicles must come to a complete stop at posted stop signs and yield right of way as appropriate.

3.01.08 Operation – Exhibition of Speed

Exhibition of Speed includes any of the following activities: 1) engaging in a speed contest, 2) squealing of tires (burning rubber), 3) performing “donuts,” and 4) other forms of speed causing tires to lose traction with the roadway. Additional actions may include accelerating from a stop at a high rate of speed, performing wheelies and other types of motorcycle stunts.

3.01.09 Operation – Off-Road Operation (excepting pedal powered bicycles)

Operating any vehicle on the Common Area of the RANCH not intended for vehicles is prohibited. Damage to property caused by such prohibited activity shall subject the violator to the cost of repair and/or additional monetary penalty. Driving on the lakebed of Nacimiento Lake is strictly prohibited.

3.01.10 Operation – Driving While Intoxicated

The operation of any vehicle on the RANCH while impaired by drugs or alcohol is prohibited. ASSOCIATION Ranch Patrol Officers that suspect a driver is impaired will display the rotating amber light along with the blue stationary light on the Ranch Patrol vehicle to stop the impaired driver. The driver will be questioned and if, in the judgment of the Ranch Patrol Officer, the driver may be impaired, the Ranch Patrol Officer will detain the driver and refer the matter to the appropriate law enforcement. In the event law enforcement arrests the offending driver of any violation any citation and monetary penalty shall be stayed pending final determination of the law enforcement action. If the offending driver is exonerated of all violations the citation and any monetary penalty will be rescinded.

3.01.11 Operation – Failure to Stop for Ranch Patrol

ASSOCIATION Ranch Patrol Officers are trained to identify vehicles that are in violation of these RULES AND REGULATIONS and issue warnings or citations, as appropriate. In the event of an apparent violation, the Ranch Patrol Officer will display the rotating amber light along with the blue stationary light on the Ranch Patrol vehicle to stop the offending operator. Failure of the offending operator to stop may subject the responsible OWNER to an additional monetary penalty as determined by the Board of Directors. If you see the rotating amber light along with the blue stationary light but are not certain that it is being directed at you, or if it is being displayed by a Ranch Patrol Officer employed by the ASSOCIATION, proceed to the Main Gate **HOUSE** and stop your vehicle in sight of **Main** Gate **HOUSE** employees.

3.01.12 Operation – Reckless Driving

The willful or wanton operation of a motor vehicle with disregard for the safety of persons or property.

Propose to ADD: 3.01.13 Operation – Hit and Run

Proposed by: Member Services and Ranch Patrol

Purpose: Property damage caused by vehicle accident must be reported

3.01.13 Operation – Hit and Run

The driver of any vehicle involved in an accident resulting in damage to any ASSOCIATION property, including vehicles, shall immediately stop the vehicle at the nearest location that will not impede traffic or otherwise jeopardize the safety of other motorists and immediately notify the Main Gate or Ranch Patrol of the incident, their identifying information and the circumstances surrounding the incident.

Propose to ADD: 3.01.14 Operation – License Plates and Coverings

Proposed by: Member Services and Ranch Patrol

Purpose:

1. To require license plates on all vehicles. This requirement is to ensure that the Association has access to owner information about vehicles that utilize access points, common areas and amenities.
2. License plate covers defeat the effectiveness of the electronic License Plate Readers (LPR) at the Association gates by prohibiting the reflective qualities of the plates. Support – California Vehicle Code section 5201 prohibits the use of license plate covers.

3.01.14 Operation – License Plates and Coverings

License plates are required on all vehicles entering property owned or controlled by the Association to ensure that the Association has access to owner information about vehicles that utilize access points, common areas and amenities. A single plate on the rear of the vehicle meets the compliance requirement for this section.

License plate coverings shall not be used on license plates except as follows:

1. The installation of a cover over a lawfully parked vehicle to protect it from the weather and the elements does not constitute a violation of this rule.
2. The installation of a license plate security cover is not a violation of this rule if the device does not obstruct or impair the recognition of the license plate information, including, but not limited to, the issuing state, license plate number, and registration tabs, and the cover is limited to the area directly over the top of the registration tabs. No portion of a license plate security cover shall rest over the license plate number.
3. A casing, shield, frame, border, product, or other device that obstructs or impairs the reading or recognition of a license plate by an electronic device operated by an Association employee shall not be installed on, or affixed to, a vehicle.

3.02 Vessels (excepting canoes, paddle boats, wind sailboards, inflatable boats and rafts, and rowboats)

This Section provides information regarding vessel operation and usage rights. It applies to all forms of motorized watercraft, water vessels, and, as appropriate, their trailers. This Section also applies to sailboats. All persons on the RANCH are expected to adhere to all laws as they pertain to vessels. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter.

Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

3.02.01 Registration with the ASSOCIATION

All vessels on, attached or tied to a RANCH property must be registered **with the Member Services Office at 2130 Heritage Loop Road. –at the Main Gatehouse.**

Propose to MODIFY: 3.02.02 – Vessel Decals

Proposed by: Member Services

Purpose:

- 1. Change the primary location that issues vehicle and vessel decals from the Main Gate to the Member Services Office. The Mussel Inspection Kiosk will also issue decals when it is open seasonally and on weekends only.**
- 2. Remove references to home appointments for vehicle and vessel decals. The vehicle/vessel does not have to be present to receive a decal. All decals are issued by the Member Services Office at 2130 Heritage Loop Road to ensure member and staff safety, to reduce unnecessary insurance costs and to increase convenience and efficiency.**

3.02.02 Vessel Decals

~~VESSEL DECALS are issued annually and expire April 30, of each year. VESSEL DECALS are not mandatory but are required for access through the Member Lane at the Main Gate HOUSE and North Gate HOUSE, and to use RANCH launch, dock, marina and parking facilities without paying a usage fee. Decals may be obtained at the Main Gatehouse Member Services Office at 2130 Heritage Loop Road~~

VESSEL DECALS are required for access through the Member Lanes at the Gates, and to use RANCH launch, dock and/or marina facilities without paying a usage fee, to receive an HROA mussel inspection as well as to park in the HROA Marina when parking restrictions are in place (See Section 5.03.06). VESSEL DECALS are not otherwise mandatory. All vessels that do not have a current decal, even if the vehicle towing the vessel has a current decal or placard, must use the Visitor Lane(s).

Decals may be obtained at the Member Services Office at 2130 Heritage Loop Road or the Mussel Inspection Kiosk at the HROA Marina (when open) OR by presenting a PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT IDENTIFICATION CARD along with proof of vessel ownership, in the form of a current, original registration (which must match the name on the IDENTIFICATION CARD). All information on this registration must match the Vessel identification. RESIDENTS do not have water rights and may only receive VESSEL DECALS with validated Water Rights Transfer of Guest Vessel documentation (see Section 3.02.05).

~~As a service to members, and with a few conditions to ensure efficient use of staff resources, you may contact the Main Gate HOUSE to schedule an appointment for us to come to your location to apply vehicle/vessel decals.~~

- ~~1. Appointments may be made between January 1 and when the Mussel Kiosk opens at the Marina.~~
- ~~2. There must be at least four (4) vehicles/vessels~~
- ~~3. All items must be in the same location~~
- ~~4. Weather conditions must be dry (no dew, fog or rain) and temperatures must be at least 50 degrees Fahrenheit.~~

Also, if your vessel is in the water when decals are due, Mussel Inspectors, as part of the inspection process, will assist with decals so long as all the appropriate documentation is made available to the **GATEHOUSE Mussel Inspection Department**. All persons operating a vessel are subject to any rules and fees imposed by Monterey County, including the Monterey County Lake Permit Fee. (See Section 5.03.05)

VESSEL DECALS each have a unique number and are issued to a specific vessel associated with a PRIMARY MEMBER's LOT. Any VESSEL DECAL (including any VESSEL DECAL or document used to obtain said VESSEL DECAL which is forged, fabricated or altered from its original state of issuance, and used to obtain access) found to be used in a manner other than for its intended use, is prohibited. It is important to report any stolen VESSEL DECAL(s) promptly to the ASSOCIATION.

PRIMARY MEMBERS are responsible to ensure all VESSEL DECALS/PLACARDS registered to their property are returned to the **Member Services Office Main Gatehouse** when a vessel is sold, the cardholder associated with the property moves away from the ASSOCIATION or to another address within the ASSOCIATION. (See also Sections 2.02 and 2.03)

The OWNER of the property to which DECALS/PLACARDS are registered is responsible for any activity associated with that vehicle, such as gaining access to the RANCH, until the expiration date of the DECAL, unless return or reported stolen to the ASSOCIATION.

A monetary penalty may be assessed to the PRIMARY MEMBER if all DECALS and PLACARDS associated with their property, including those issued to RESIDENTS and TENANTS, are not returned.

Propose to MODIFY: 3.02.03 – Guest Vessel Registration

Proposed by: Member Services

Purpose:

- 1. Revise GUEST VESSEL and create VISITOR VESSEL operating rules to reflect necessary operational changes that are implemented for health, safety, security and efficiency.**
- 2. Incorporate content from 3.02.04 – Guest Vessel PRE-REGISTRATION. Guest Vessels pre-registration is strongly recommended to ensure access, so only one Guest Vessel Section is needed.**
- 3. Section number 3.02.04 Guest Vessel Pre-Registration will be reassigned to A NEW SECTION: VISITOR VESSELS.**
- 4. Define Guest and Visitor Vessels**
- 5. Provide pre-registration and use requirements for Guest Vessels.**

3.02.03 Guest Vessel Registration

~~A GUEST vessel is any vessel without a current decal which is sponsored by a PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT in good standing. (RESIDENTS may not call in GUEST vessels.) A GUEST vessel is allowed to use RANCH launch, dock, marina and specified parking facilities by registering at the Main GATEHOUSE and paying a usage fee. An empty GUEST trailer is charged the GUEST vessel usage fee for purposes of this Section. The usage fee varies among weekday, weekend and holiday uses. Only two (2) GUEST vessels may be registered to be on the RANCH at any one (1) time per LOT.~~

~~In normal water level conditions, no more than fifty (50) GUEST vessels are allowed on the RANCH at any given time. No GUEST vessels are allowed during extreme low or high water conditions. “Extreme low” is defined as when the lake elevation is expected to be 740 feet or lower, and “extreme high” is when the lake elevation is expected to be 790 feet or higher. A modification to the normal number of fifty (50) GUEST vessels allowed is determined by the Board of Directors on an as-needed basis.~~

~~All GUEST vessel owners must check in and at the Main GATEHOUSE on Gateway Drive. Failure to check out on the scheduled departure date may be subject to an additional usage fee by day which will be billed to the responsible OWNER's account.~~

~~GUEST vessels must be currently registered to the GUEST. If current registration is not in the GUEST'S name, notarized proof of usage for the past 30 days must be provided along with Vessel Owner's permission for usage.~~

~~GUEST vessels must be eligible for and pass a mussel inspection. (See Section 5.03.09)~~

~~GUEST vessels not using the HROA launch ramp must have a 24-HOUR VESSEL PASS posted in the tow vehicle in order to enter and park on the Ranch.~~

~~Failure to pay fees and comply with registration or mussel inspection requirements can result in loss of pre-paid fees and denial to launch vessel.~~

A GUEST VESSEL is one that does not have an HROA decal and is being sponsored by a MEMBER/CO-MEMBER/TENANT in good standing to enter HROA property. GUEST VESSELS will, after meeting all requirements and paying usage fees, receive an HROA mussel inspection and will be eligible to use HROA Marina amenities including the launch ramp and specified overflow parking areas.

GUEST VESSELS MUST meet all of the following requirements.

- a. GUEST VESSEL must be registered, and fees paid at the HROA Member Services Office or at the Mussel Inspection Kiosk when it is open during the boating season.**
- b. Pre-registration through the Member Services Office during regular business hours is not mandatory, however, to ensure the Guest Vessel can be accommodated at the HROA Marina Mussel Inspection Kiosk and Launch Ramp, pre-registration is strongly recommended. Reservations may not be made more than 30 days before arrival and are on a first-come/first-served basis. There is a small fee discount with pre-registration.**

The following information is needed to complete the pre-registration.

- The name of the GUEST**
 - The date and duration of stay**
 - The vessel's state registration number. In CA this is the "CF" number.**
 - The license plate of the vessel trailer**
 - The license plate of the GUEST vehicle**
 - A copy of the vessel's current registration**
 - Verification that the vessel has not been on an infested lake in the last 30 days.**
- c. The GUEST VESSEL must be sponsored by a PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT in good standing. RESIDENTS may not sponsor GUEST or VISITOR VESSELS. Only two (2) GUEST VESSELS per PRIMARY MEMBER/CO-MEMBER/TENANT may be registered to be on the RANCH at any one time. per LOT**

- d. GUEST VESSELS must be currently registered to the GUEST with the California Department of Motor Vehicles or the equivalent agency from another state. If current registration is not in the GUEST'S name, notarized proof of usage for the past 30 days must be provided along with Vessel Owner's permission for usage. See Section 5.03.09 – Mussel Inspections.
- e. Check-in before 11 PM at the Main Gate on Gateway Drive on the day of the reservation. Guest vessel site permits may be picked up from the bulletin board outside the Member Services Office located at 2130 Heritage Loop Road in the Oak Hill Center.
- f. All GUEST VESSEL trailers must have an uncovered license plate.
- g. An empty GUEST trailer is treated as GUEST VESSEL for purposes of this Section and has the same requirements to pre-register and pay usage fees.
- h. GUEST VESSELS must be eligible for and pass an HROA mussel inspection. On-demand mussel inspections are only available at the Mussel Inspection Kiosk at the Marina when it is open during the boating season and when the HROA launch ramp is open. Reference Section 5.03.09 – Mussel Inspections.

During normal water level conditions, no more than fifty (50) VESSELS are allowed on the RANCH at any given time. No GUEST VESSELS, including Campground Guest Vessels, are allowed during extreme low or high-water conditions. "Extreme low" is defined as when the lake elevation is expected to be 740 feet or lower, and "extreme high" is when the lake elevation is expected to be 790 feet or higher. Modifications to the normal number of fifty (50) GUEST VESSELS are determined by the Board of Directors on an as-needed basis.

Failure of a registered GUEST VESSEL to check out on the scheduled departure date may result in additional usage fees and/or monetary penalties which will be billed to the responsible OWNER's account. Failure to pay fees and comply with registration and mussel inspection requirements will result in loss of pre-paid fees, denial to launch vessel and/or citation and monetary penalties associated with illegal launch of vessel. Reference Sections 3.04.01 Use – Association, 3.04.02 Use – Marina and 3.04.03 Use Visitor Access System.

Propose to REASSIGN: 3.02.04 to ADD a new Section: VISITOR VESSELS.

Proposed by: Member Services

Purpose:

1. **Section 3.02.04 – Guest Vessel Pre-Registration is now included with Section 3.02.03 – Guest Vessel Registration**

2. Create VISITOR VESSEL operating rules to reflect necessary operational changes that are implemented for health, safety, security and efficiency.

3. Define Visitor Vessels

3.02.04 Guest Vessel Pre-Registration

A PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT in good standing may pre-register a GUEST vessel by notifying the Main GATEHOUSE staff between twenty four (24) hours and (30) days in advance of the arrival of the GUEST vessel. You will need to pay the usage fee, and provide the following information to the GATEHOUSE attendant:

- The name of the GUEST
- The date and duration of stay
- The CF number of the vessel
- The license plate of the vessel trailer; and,
- The license plate of the GUEST vehicle
- Verification that the vessel has not been on an infested lake in the last 30 days.

Pre-registration is on a first come basis and is recommended to assure entry. Usage fees are reduced, as determined by the Board of Directors for pre-registered vessels.

All GUEST vessels must be currently registered to the GUEST. If current registration is not in the GUEST'S name, notarized proof of usage for the past 30 days must be provided along with Vessel Owner's written permission for usage.

Upon arrival all GUEST vessels must qualify for and pass a mussel inspection. See Section 5.03.09 for mussel inspection requirements.

GUEST vessels not using the HROA launch ramp must have a 24-HOUR VESSEL PASS posted in the tow vehicle in order to enter and park on the Ranch.

Failure to comply with Pre-Registration requirements can result in loss of pre-paid fees and denial to launch vessel.

3.02.04 Visitor Vessel Registration

A VISITOR VESSEL is one that does not have an HROA decal, will be sponsored to enter HROA property and will, after meeting all requirements, ONLY park in a residential area. VISITOR VESSELS will not launch or use any HROA Marina amenities or parking areas.

VISITOR VESSELS MUST meet all of the following requirements.

- i. **Prior to entering HROA property, the VISITOR VESSEL must be called into the Main Gate by the MEMBER or TENANT. The following information is needed when calling in a VISITOR VESSEL**
 - The name of the VISITOR
 - The date and duration of stay
 - The vessel's state registration number. In CA this is the "CF" number.
 - The license plate of the vessel trailer
 - The license plate of the VISITOR vehicle
- j. **The VISITOR VESSEL must be sponsored by a PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT in good standing. RESIDENTS may not sponsor GUEST or VISITOR VESSELS. Only two (2) GUEST VESSELS per PRIMARY MEMBER/CO-MEMBER/TENANT may be registered to be on the RANCH at any one time. per LOT**
- k. **There are no fees for VISITOR VESSELS because they will not be using HROA Amenities.**
- l. **Check-in before 11 PM at the Main Gate on Gateway Drive on the day of the reservation.**
- m. **All VISITOR VESSEL trailers must have an uncovered license plate.**
- n. **An empty VISITOR trailer is treated as a VISITOR VESSEL.**

Failure of MEMBERS/CO-MEMBERS/TENANTS/RESIDENTS to abide by all VISITOR VESSEL requirements may result in monetary penalties which will be billed to the responsible OWNER's account. Reference Sections 3.04.01 Use – Association, 3.04.02 Use – Marina and 3.04.03 Use - Visitor Access System.

Propose to MODIFY: 3.02.05 – Water Rights Transfer for Guest Vessel

Proposed by: Member Services

Purpose: To clarify when water rights are transferred, the Member/Tenant relinquishes ALL membership privileges for motorized and non-motorized watercraft or vessels.

3.02.05 Water Rights Transfer for Guest Vessel

A PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT in good standing with no vessels registered in their name with the ASSOCIATION may transfer his or her ASSOCIATION water rights to use the launch, courtesy dock, marina and parking facilities without usage fees. This transfer may be done one (1) time each calendar year, for one (1) GUEST who is on that MEMBER'S PERMANENT GUEST LIST or to one (1) RESIDENT who has a permanent RESIDENT IDENTIFICATION

CARD and for one (1) GUEST vessel. The GUEST vessel must be registered to the person receiving the water rights. **When water rights are transferred,** the MEMBER/TENANT may not **register or receive a mussel inspection for any motorized or non-motorized** vessel with the ASSOCIATION when a Water Rights Transfer for Guest Vessel is in effect.

Only PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS have the authority to transfer water rights. RESIDENTS may not register vessels and therefore have no water rights to transfer. If a RESIDENT *receives* water rights from a MEMBER/TENANT other than the person they live with, the RESIDENT will be listed on the PERMANENT GUEST LIST for the party who has given them the water rights and that MEMBER/TENANT will be responsible for noncompliance with any water or vessel-related rules.

A completed *Water Rights Transfer for Guest Vessel* form must be submitted and validated prior to a Water Rights Guest Pass being issued.

Propose to MODIFY: 3.02.06 – Vessel Equipment and Operability
Proposed by: Member Services and Ranch Patrol
Purpose: To ensure that the owners of vessels entering the community can be identified.

3.02.06 Vessel Equipment and Operability

All vessels are to be towed, launched and operated in a safe manner and in accordance with all applicable laws and ordinances. Any unsafe or illegal operation of a vessel is prohibited. **All vessel trailers are required to have an uncovered license plate.**

3.03 Parking and Storing of Vehicles and Vessels

This Section provides information regarding vehicle and vessel parking and storage on the RANCH. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

Parking is defined as stopping of a vehicle or trailer for any time with no attendant therein. Storing is defined as parking any vehicle, trailer or vessel in a specified lot or location for more than 72 hours without moving it to a different lot/location. The change in location for the vehicle, trailer or vessel must be for a period of not less than 72 hours. Parking violations may be issued every 24 hours and storage violations may be issued every 72 hours. **All trailers must have an uncovered license plate.**

3.03.01 Parking – Disabled Designation

Disabled parking areas are designated on the Common Area of the RANCH and may be used by any person with a valid placard / license plate. Parking in an area designated for disabled parking without a valid placard / license place is prohibited.

3.03.02 Parking – Guest Area Designation for Tract 475

Parking in a GUEST designated parking lot in Tract 475 is reserved for GUESTS only and is limited to seventy-two (72) hours without leaving the lot, at which time it is considered storing which is prohibited.

3.03.03 Illegal Camping

Camping or sleeping in a parked vehicle on any lot or Common Area not within the designated campground is prohibited.

Camping in the designated campground without paying fees and not obtaining camping permits is prohibited.

3.03.04 Parking – Oversized and Commercial Vehicles and Trailers

Oversized / commercial vehicles and trailers must park in areas designated by the ASSOCIATION. Oversized recreational vehicles shall be parked in areas designated by the ASSOCIATION or in RANCH parking lots after first obtaining a permit at the Main Gate **HOUSE**.

3.03.05 Parking – Parking Lots, Overflow & Temporary Parking Areas

No overnight parking is permitted in any RANCH parking lot, or designated overflow or temporary parking area (between 2:00 a.m. and 5:00 a.m.) without a permit from the ASSOCIATION or unless specified by signage to be allowed. All vehicles and vessels in tow must park in delineated spaces in the Marina's paved parking areas and delineated dirt overflow and temporary parking areas. Vehicles without a trailer and/or vessel in tow are prohibited from parking in the specific Marina spaces delineated for vehicles with trailers and will be subject to citation and possible monetary penalty. No unattached trailers are allowed in these areas unless specified by signage to be allowed. (See also 5.03.06)

3.03.06 Parking – Parking for Sale

No vehicle or vessel shall be parked on any Common Area of the RANCH for the purpose of sale.

For purposes of Sections 3.03.07, 3.03.08, 3.03.09 and 3.03.10, “peak boating season” begins the week before Memorial Day and ends on September 30.

3.03.07 Parking and Storing – Vessels / Trailers, Campers and RVs for Tracts 424, 446 and 474

The GOVERNING DOCUMENTS (CC&Rs) for these Tracts state that: ‘The parking, storage or keeping of any camper, boat trailer or recreational vehicle upon a lot in this Tract is permitted in a driveway, under a carport, in a garage, a side yard or back yard. Street parking must have a temporary parking permit from the General Manager and must not interfere with emergency vehicles, mail delivery or neighborhood traffic.

Parking and storing of vessels / trailers, campers or recreational vehicles in private driveways, or in the side yard or back yard without screening is allowed all year without

the need of a red tag so long as that vessel / trailer, camper or recreational vehicle is not inoperable. OWNERS may park and store their trailers (except those intended to haul vessels, to be used for temporary living quarters, or used for commercial purposes) all year around on their property without jurisdiction from HROA as long as the trailer is not inoperable. See Section 3.03 and the Red Tag Instruction Sheet for more information.

3.03.08 Parking and Storing – Vessels / Trailers, Campers and RVs for Tracts 452, 693, 721, 1063, 1094 and the 20 Acre Parcels

The GOVERNING DOCUMENTS (CC&Rs) for these Tracts state that: ‘The parking, storage or keeping of any camper, boat trailer or recreational vehicle upon a lot in this Tract is permitted under a carport or in a garage. If parked in a side yard or back yard it must be screened so as not to be visible to the occupants of other lots or streets.’

During the off-season, without a red tag, OWNERS may only park and store their vessels / trailers, campers or recreational vehicles / trailers in their carport or garage, or in their side yard or back yard as long as it is screened.

During the off-season, with a red tag, OWNERS are temporarily allowed to park and store their vessels / trailers, campers or recreational vehicles in their private driveways, the off-asphalt portion of the front road easement, or in their side yard or back yard without screening.

OWNERS may park and store their trailers (except those intended to haul vessels, used for temporary living quarters, or used for commercial purposes) all year around on their property without jurisdiction from HROA as long as the trailer is not inoperable. See the ‘Red Tag Instruction Sheet’ for additional information.

For these Tracts except Tract 721, a vessel / trailer, camper or recreational vehicle is considered to be screened in a side yard or back yard if it is behind bushes, etc. or a fence of the maximum height allowed, regardless if the upper portion is exposed.

3.03.09 Parking and Storing – Vessels / Trailers, Campers and RVs for Tract 475

The GOVERNING DOCUMENTS (CC&Rs) for this Tract states that: ‘The parking, storage or keeping of any camper, boat trailer or recreation vehicle upon a lot in this Tract is permitted under a carport, in a garage, a side yard or back yard. Street parking must have a temporary parking permit from the General Manager and must not interfere with emergency vehicles, mail delivery or neighborhood traffic.’

During the off-season, without a red tag, OWNERS may only park and store their vessels / trailers, campers or recreational vehicles in their carport or garage, or in their side yard or back yard. NOTE: THAT NO SCREENING IS REQUIRED IN THIS TRACT. With a red tag, during the off-season, OWNERS are temporarily allowed to park and store their vessels / trailers, campers or recreational vehicles in their private driveways, the off-asphalt portion of the front road easement, or in their side yard or back yard without screening as long as it is not inoperable. OWNERS may park and store their trailers (except those intended to haul vessels, to be used for temporary living quarters, or used for commercial purposes) all year around on their property without jurisdiction

from HROA as long as the trailer is not inoperable. See the 'Red Tag Instruction Sheet' for additional information.

3.03.10 Parking and Storing – Vessels / Trailers, Campers and RVs for Tracts 1910 and 1990

The GOVERNING DOCUMENTS (CC&Rs) for these Tracts state that: 'Any boat or recreational vehicle storage within the lot shall be totally screened from view from adjoining parcels and all streets. This will generally require a garage enclosure integrated into the design of the residence.'

OWNERS may park (but not store) their vessels / trailers, campers or recreational vehicles all year around in their private driveways, so long as the vessel / trailer, camper or recreational vehicle is not inoperable. OWNERS may park and store their trailers (except those intended to haul vessels, to be used as for temporary living quarters, or used for commercial purposes) all year around on their property without jurisdiction from HROA as long as the trailer is not inoperable.

Any vessel / trailer, camper or recreational vehicle that is stored (over seventy-two (72) hours without leaving the lot) is required to be totally screened from view from the adjoining parcels and all roadways. In these Tracts, screening will require a garage enclosure, or similar solid structure or enclosure. See the 'Red Tag Instruction Sheet' for additional information.

Propose to MODIFY: 3.03.11 Parking and Storing – Inoperable Vehicles

Proposed By: Ranch Patrol

Purpose: To provide the correct contact point for this type of request.

No inoperable, junked or stripped vehicle or vessel shall be parked or stored on any Common Area of the RANCH, including the roads, parking areas and open space nor shall they be parked so that they are in view from any RANCH property. No inoperable, junked or stripped vehicle or vessel shall be stored on any private lot of the RANCH in view of other lots or roads. Such vehicle or vessel may be temporarily parked in a driveway after first obtaining a permit from the **Ranch Patrol Manager. Main Gatehouse**

3.03.12 Parking and Storing – No Obstruction of Traffic

No vehicle or trailer, or any part thereof, shall be parked in a manner which interferes with the normal two-way flow of through traffic, or obstructs any fire hydrant, driveway, mailbox or emergency access. (Normal two-way flow of through traffic is a twenty (20) foot minimum clearance.) Violators are subject to having any offending vehicle or vessel towed at their expense in addition to any citation which may be issued.

3.03.13 Parking and Storing – Road Right-of-Way / Common Area

No double parking is allowed on any road (parking adjacent to another vehicle). Parking on any part of the ASSOCIATION owned road easement, including that which is parking in unpaved areas adjacent to, or within the road right-of-way is restricted to seventy-two (72) hours without leaving. Except when an area is designated as a parking

area or a temporary or overflow parking area which is regulated by Sections 3.03.05 and 5.03.06, parking any vehicle or vessel on any other Common Area of the RANCH is prohibited. Unless authorized by the ASSOCIATION, driving a vehicle over any roadway berm is not allowed. Should any person cause any damage to the ASSOCIATION'S property while driving or operating a vehicle or vessel, said person shall be responsible for any such costs.

3.03.14 Parking and Storing – Vacant Lots

Except as is necessary for and during an approved construction project, parking or storing of any vehicle or vessel of any kind on vacant lots on the RANCH is prohibited.

Note: 'Parking' without moving for seventy-two (72) hours or more from a specified lot / location is considered 'Storing.'

3.03.15 Parking and Storing – Residential Lots

The GOVERNING DOCUMENTS (CC&Rs) specify that each residential lot OWNER is to construct at least two (2) off-road parking spaces at such time as the lot is improved with a residential dwelling. Parking of any vehicle on a residential lot is to be in the areas designated for such use. Except as necessary for and during construction, or except with a permit from the ASSOCIATION, parking of any vehicle on the landscaped areas (such as a grass front lawn) of a residential lot is prohibited.

Propose to MODIFY: 3.04 Entrance and Exit Facilities at the Main GATEHOUSE and North GATEHOUSE

Proposed by: Member Services

Purpose: Revise section title and description to be more accurate

3.04 Entrance and Exit Facilities at the Main GATEHOUSE and North GATEHOUSE Entering and Exiting Main Gate, North Gate and Marina

The following Section provides information related to entering and exiting Main Gate, North Gate and Marina use of the entry and exit facilities at the Main Gate, house North Gate, house Main HROA Marina, Bluegill Drive, Holly Drive, Reservoir Road, Steelhead Road and Windmill Road. A violation of any of the provisions in this Section pertaining to Illegal Entry, or Aiding Illegal Entry is subject to a citation and fine as determined by the Board of Directors. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

Propose to MODIFY: 3.04.01 Use

Proposed by: Member Services and Ranch Patrol

Purpose:

- 1. Make Section specific to "Association" access. Two new Use Codes will be added: Use - Marina Access and Use - Visitor Access System**
- 2. Extract references to Marina Access so that a separate rule with an enhanced monetary penalty can be created.**

3. Add reference to new Section 3.04.03 Use - Visitor Access System Section

3.04.01 Use – Association Access

Entry into the RANCH through the Main **HOUSE** and North Gates **HOUSE** is permitted by use of your assigned (PRIMARY MEMBER, TENANT or RESIDENT,) IDENTIFICATION CARD through the Member Lane, as long as the vehicle you are in, along with any vessel in tow, *each* has a current DECAL. All other persons, including all GUESTS, must use the **GUEST Visitor** Lane(s) to gain entry. Authorized persons will be allowed to enter the RANCH through the **Guest Visitor** Lane(s) after the **Main Gate HOUSE** attendant opens the gate **or by way of the Visitor Access System**. Do not attempt to lift any gate or follow a vehicle ahead of you through any gate that is opened for the person ahead of you, unless directed by an authorized person to do so. Any damage done to the entry or exit gates will be billed to the responsible OWNER.

When the North Gate **HOUSE** is not staffed, you may obtain entry assistance by pushing the call button at the **GUEST Visitor** Lane to connect to the Main Gate, **or by way of the Visitor Access System**. **Reference Section 3.04.03 Use - Visitor Access System**. ~~This will connect you with the Main Gate HOUSE.~~

~~Entry into the Main Marina area is through the gate check-in station and will require use of your assigned (PRIMARY MEMBER, RESIDENT or TENANT) IDENTIFICATION CARD. For GUESTS, entry will be by use of your assigned temporary card. Those not towing a vessel are to use the "Auto Only" card reader to gain access. Those towing a vessel are to use the "Auto/Vessel" card reader to gain access, which use is restricted to the dates your mussel inspection is valid or if you are towing a vessel and have not received a mussel inspection for that vessel, you are not allowed entry. GUESTS will receive their temporary card when they register at the Main Gatehouse, with their card activated to correspond to the dates that have paid to utilize the launch ramp and/or received their mussel inspection. Do not attempt to lift the gate, follow a vehicle ahead of you through the gate that is opened for the person ahead of you, or otherwise attempt to gain entry in a manner other than is authorized in this Section. Any damage done to the entry or exit gates will be billed to the responsible OWNER.~~

Exit lanes are not for entrance into the RANCH. Entry through an exit lane is prohibited.

Please remember that only the person named on the IDENTIFICATION CARD is authorized to use their issued card. (See also Sections 2.03, 2.04.01-3, 3.01.01-2, and 3.02.02)

See sections below for additional information.

- 2.03 Ranch Identification Cards**
- 2.04 Getting Guests Onto the Ranch**
- 2.05.23 Breach of Association Security**
- 3.0 – 3.02 Vehicle and Vessel Rules**

- 3.04 Entrance and Exit Facilities Use
- 5.03 Marina and Mussel Inspections

Propose to ADD: 3.04.02 Use – HROA Marina Access

Proposed by: Member Services and Ranch Patrol

Purpose: Create separate rule for Use - Marina Access to allow for an enhance penalty for non-compliance.

Entry into the HROA Marina Launch Ramp and Point area is through the Marina Gate check-in station and requires use of your assigned (PRIMARY MEMBER, TENANT or RESIDENT) IDENTIFICATION CARD. Those not towing a vessel are to use the “Auto Only” card reader to gain access. Those towing a vessel are to use the “Auto/Vessel” card reader to gain access. Use of the “Auto/Vessel card reader is restricted to the dates your mussel inspection is valid. If you are towing a vessel and have not received a mussel inspection for that vessel, you are not allowed entry.

When GUEST vessels are allowed, Members/Tenants may register them at the Member Services Office or at the Mussel Inspection Kiosk (when open). Temporary cards such Water Rights and Marina Guest Access cards are issued after registering, paying and receiving a mussel inspection and are activated to correspond with the dates paid to utilize the launch ramp and for which there is a valid mussel inspection. Mussel Inspections for Guest Vessels are only performed at the Mussel Inspection Kiosk when it is open.

Do not attempt to lift the gate, follow a vehicle ahead of you through the gate that is opened for the person ahead of you, or otherwise attempt to gain entry in a manner other than is authorized in this Section. Any damage done to the entry or exit gates will be billed to the responsible OWNER.

Exit lanes are not for entrance into the Association or the Marina. Entry through an exit lane is prohibited.

Please remember that only the person named on the IDENTIFICATION CARD is authorized to use their issued card. (See also Sections 2.03, 2.04.01-3, 3.01.01-2, and 3.02.02)

See sections below for additional information

- 2.03 Ranch Identification Cards
- 2.04 Getting Guests Onto the Ranch
- 2.05.23 Breach of Association Security
- 3.0 – 3.02 Vehicle and Vessel Rules
- 3.02.05 Water Rights Transfer
- 3.04 Entrance and Exit Facilities Use
- 5.03 Marina and Mussel Inspections

Propose to ADD: 3.04.03 Use – Visitor Access System

Proposed by: Member Services and Ranch Patrol

Purpose: Define use guidelines for the newly implemented Visitor Access System

MEMBERS/CO-MEMBERS/TENANTS in good standing may request an assigned, unique, 4-digit Visitor Access Code and/or a listing on the Visitor Access Directory to allow family members and designated guests to enter the Ranch through the Main and North Gates. **RESIDENTS** may not request Visitor Access Codes or Directory entries. There is one Visitor Access Code and/or Directory entry for each address. Visitor Access System requests are handled by the Member Services Office during regular business hours.

Use of the Visitor Access Code or the Directory is optional and is not an IDENTIFICATION CARD replacement. **MEMBERS/CO-MEMBERS/TENANTS** are responsible for the decision to or not to share their Visitor Access Code and for all the actions of their guests. Codes may not be shared indiscriminately with vendors, party or event guests or anyone not well known to the **MEMBERS/CO-MEMBERS/TENANTS**. Please contact the Main Gate to set up entry procedures for all vendor and party/special event guests. Guests who are not on a Permanent Guest List and those who will be bringing **GUEST** or **VISITOR VESSELS** must still be called into the **MAIN GATE**.

These access options are intended for use as a convenience for authorized guests only. The Association is not required to issue these optional access codes, especially for homes on-property that are not occupied. The Association's responsibility is to ensure that the gate access requirements and processes are followed.

If the Visitor Access System is improperly used, monetary penalties may be assessed and/or the Visitor Access System use may be revoked. Reference Sections below for additional information.

- 2.04.04** Visitor Access System
- 2.03** Ranch Identification Cards
- 2.04** Getting Guests Onto the Ranch
- 2.05.23** Breach of Association Security
- 3.0 – 3.02** Vehicle and Vessel Rules
- 3.04** Entrance and Exit Facilities Use



All forms of **RANCH** issued access identification including **IDENTIFICATION CARDS, VEHICLE DECALS, VESSEL DECALS** and **PLACARDS** are the property of the **ASSOCIATION** and are non-transferable. **RANCH employees** are authorized to confiscate deactivate any expired or unauthorized access identification. Any person, who uses a document which has been forged, fabricated or altered from its original state of issuance, and used to obtain access, may be subject to monetary penalties or prosecution.



4. Rules Pertaining to Your Property

This Section provides information related to improvements made to your private lot. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors.

Subsequent citations for the same infraction may be issued to gain compliance. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

Propose to MODIFY: 4.01 What Needs Prior Approval

Proposed by: Member Services and AEC Committee

Purpose: To clarify that above-ground spas and pools also require approval because they are exterior improvements or structures.

4.01 Making Improvements to Your Property

4.01.01 What Needs Prior Approval

Generally, all plans and specifications for any exterior improvement or structure that is to be erected on, or moved upon or to any lot, and the proposed location thereof upon any lot is subject to the approval of the Architectural and Environmental Control (AEC) Committee. The CC&Rs for your Tract specify what improvements are allowed.

The types of projects that need prior approval by the AEC Committee include, but are not limited to: exterior painting or décor, roofing, concrete and block work, fences, fountains, storage sheds, carports, patio roofs, satellite dishes, antennas, screening, landscaping and tree removal, in-ground **and above-ground** spas and swimming pools, garages, grading and excavating, driveways, new home construction and exterior structural remodeling, new mobile homes and park-model homes (Tract 447).

All construction projects that require a building permit from SLO County must have an AEC Committee stamp of approval on the plans submitted, or SLO County will not issue a permit.

Over the counter approvals at the **ASSOCIATION'S** MEMBER SERVICES OFFICE are available for: tree removal, repainting (same color as sample on file), one (1) project completion extension and re-roofing (same roofing material as sample on file).

4.01.02 Construction Curfew

Construction curfews correspond with those issued by the SLO County for noise abatement. Construction is allowed during the following hours only: Monday through Friday, 7:00 a.m. to 9:00 p.m., and Saturday and Sunday, 8:00 a.m. to 5:00 p.m.

4.01.03 Fences, Walls, Patios, Pools and Decks – Special Provisions

Fence heights and locations are regulated by the GOVERNING DOCUMENTS (CC&Rs) for each Tract. Additional provisions regarding fence design and materials apply to Tracts 1910 and 1990 which can be obtained at the **ASSOCIATION'S** MEMBER SERVICES OFFICE. Fence Height Measurement: Backyard and Side yard fence measurement will be taken from the uphill grade level to the top of the fence. The Front fence will be measured from inside the fence at grade level.

As a general matter, the ASSOCIATION does not consider retaining walls within your lot subject to height and location limitations.

Pools, including hot tubs, spas and related equipment cannot be located in the front setback of any lot, but may be located up to eighteen (18) inches from any side or rear property line.

Concrete patios may be placed in the setback areas.

Decks, when constructed thirty (30) inches or less above the surrounding finish grade, cannot be closer than thirty-six (36) inches to any property line, unless said construction complies with the applicable fire resistive construction requirements of the Uniform Building Code. Any deck located in the side set-back, parallel and up to the length of the building envelope, cannot be over thirty (30) inches in height and cannot contain handrails, if built to the property line.

In Tract 447, the CC&Rs allow decks that are thirty (30) inches or under in height to be located up to the property line. For fire safety, any deck closer than thirty-six (36) inches to any property line, must comply with the applicable fire resistive construction requirements of the Uniform Building Code.

Decks over thirty (30) inches above the surrounding finish grade, cannot be located in the front setback of any lot, but may be located in the side or rear setback up to thirty-six (36) inches to the property line (so long as said deck does not occupy more than thirty (30) % of the required rear setback). No deck can project beyond the property line of any lot.

4.01.04 Maintain an Orderly Job Site

All construction activity, including: materials, tools, supplies, equipment, trailers, portable toilets and refuse collection containers must be contained within the lot (except

during loading and unloading) and the lot must be maintained at all times in a neat and orderly manner. Construction debris must be picked up on a daily basis and secured in a covered refuse collection container. Dust shall be controlled during excavation and construction, and dirt and debris must not be allowed to migrate from the job site. The OWNER of the lot is responsible for any delivery trucks that cause damage to ASSOCIATION roads. The OWNER of the lot is responsible for the actions of delivery trucks delivering any construction materials including concrete to the property, including but not limited to, concrete spills, discoloration of roads and the driver's cleanup procedures following pour operations.

For all new construction and major remodel projects a 'dumpster' must be at the job site at all times during construction. A 'dumpster' may be a bin with a lid, a roll-off, or a work trailer with a cover. For all new construction a portable toilet is also required until plumbing is hooked up and working at the site, providing an alternative means for use of restroom facilities.

4.01.05 Project Completion

All improvements or structures must be completed within the specified time limit provided for which is generally six (6) months, excepting new home construction, which is twelve (12) months. Extensions are to be requested through the ASSOCIATION'S MEMBER SERVICES OFFICE.

4.01.06 Surveying Lots

A survey is required for all lots prior to construction where property boundaries need to be verified, if a survey is not in the ASSOCIATION files or monuments are not clearly identifiable. It is the OWNER'S responsibility to provide all appropriate property markers for ASSOCIATION personnel.

4.01.07 Accessory Buildings / Outbuildings for Tracts 424, 446, 452, 474, 475, 693, 721 and 1094

An Accessory Building / Outbuilding is a building or structure, the use of which is incidental to that of the principal dwelling and which is located on the same lot. An Accessory Building / Outbuilding located in any setback may not be used for human habitation. Human habitation is limited to one (1) guesthouse per lot. Types of Accessory Buildings / Outbuildings include sheds, playhouses, storage buildings, metal shelters, greenhouses, detached garages, guesthouses, workshops and studios. (See 4.02.02 for Canopies)

No Accessory Building / Outbuilding may be located in the front setback of any lot. An Accessory Building / Outbuilding that is one-hundred and twenty (120) square feet or less, does not require a SLO County permit. In order to be located in the side or rear setback of a lot, an Accessory Building / Outbuilding must not be greater than twelve (12) feet in height. No Accessory Building / Outbuilding can be located closer than three (3) feet to any property line unless on a zero (0) lot line, or no closer than six (6) feet from any principal dwelling (including attached garage, etc.). If used for the keeping of animals (as allowed by Tract) the Accessory Building / Outbuilding cannot be located in

the rear setback. Accessory Buildings / Outbuildings are prohibited on those parts of any lot with a slope that exceeds thirty (30) %.

An Accessory Building / Outbuilding over one-hundred and twenty (120) square feet does require a SLO County permit. Up to three (3) Accessory Buildings / Outbuildings are allowed on a lot, except that no Accessory Building(s) / Outbuilding(s) collectively, shall exceed an aggregate of three-hundred (300) square feet, except for Tract 446 which shall not exceed an aggregate of two-hundred (200) square feet, exclusive from a garage servicing the primary residence which can be up to one-thousand (1,000) square feet.

No Accessory Building / Outbuilding can be designed to accommodate cooking facilities. Any Accessory Building / Outbuilding used as a guesthouse cannot be designed to accommodate laundry facilities. An Accessory Building / Outbuilding may have a single sink and refrigerator, a toilet and shower, but no bathtub. No Accessory Building / Outbuilding shall be provided an electrical meter or water meter separate from the principal dwelling. Plumbing and electrical improvements require a SLO County permit.

Accessory Buildings / Outbuildings must be painted the same color as the principal dwelling or painted in a neutral color to be determined by the AEC Committee.

Special Provisions: the AEC Committee has the authority to disapprove any proposed Accessory Building / Outbuilding where the design, location and/or color scheme of the proposed Accessory Building / Outbuilding is not in harmony with the general surroundings of the lot, or neighboring lots, or with the adjacent improvements or structures.

Note: In regard to roofing, on July 11, 2003 the Board of Directors adopted a resolution disallowing wood shingles (allowed in the CC&Rs) for fire safety purposes. That resolution provided that the AEC Committee shall determine any appropriate substitution with the provision that no asphalt shingles (for Tracts 446, 693, 721 and 1063) or rolled roofing be used (for all Tracts in this Section).

4.01.08 Accessory Buildings / Outbuildings for Tract 447

The CC&Rs for Tract 447 state that: 'No structure or improvement of any type shall be erected or placed on said recreational vehicle lot except the following: (a) One (1) storage building not to exceed twenty-four (24) square feet of floor area, nor six (6) feet in height, constructed with new materials and covered on the exterior sides with cedar shingles or a simulated shingle type siding approved by the Architectural and Environmental Control Committee. The roof shall be cedar shingles or shakes, or simulated shingle which has been approved as provided above. The building shall have only one (1) door and no windows; said building shall be located toward the rear of the recreational vehicle lot. Each lot has a specified and dimensioned area which limits the extent of the portion thereof upon which any permanent structure can be constructed. No permanent structure, excluding decks less than thirty (30) inches in height, shall be erected on any lot in this Tract unless within the following setback lines: (a) Five (5) feet

from the front line of each lot abutting the street right-of-way; (b) Five (5) feet from each side lot line; (c) Five (5) feet from each rear lot line.'

An Accessory Building / Outbuilding is a building or structure, the use of which is incidental to that of the principal dwelling and which is located on the same lot. Types of Accessory Buildings / Outbuildings permitted in Tract 447 is limited to: storage buildings. (See 4.02.02 for Canopies)

In Tract 447, no Accessory Building / Outbuilding may exceed twenty-four (24) square feet or six (6) feet in height and must be located toward the rear of the property as determined by the AEC Committee. No Accessory Building / Outbuilding which is anchored to the ground may be located in the setback of any lot. An Accessory Building / Outbuilding which is not anchored to the ground may be located up to three (3) feet from any property line. Accessory Buildings / Outbuildings are prohibited on those parts of any lot with a slope that exceeds thirty (30) %.

No Accessory Building / Outbuilding can be designed to accommodate cooking or laundry facilities. An Accessory Building / Outbuilding may have a single sink and refrigerator, a toilet and shower, but no bathtub. No Accessory Building / Outbuilding shall be provided an electrical meter or water meter separate from the principal dwelling. Plumbing and electrical improvements require a SLO County permit.

Accessory Buildings / Outbuildings must be painted in a neutral color to be determined by the AEC Committee.

Special Provisions: the AEC Committee has the authority to disapprove any proposed Accessory Building / Outbuilding where the design, location and/or color scheme of the proposed Accessory Building / Outbuilding is not in harmony with the general surroundings of the lot, or neighboring lots, or with the adjacent improvements or structures.

Note: In regard to roofing, on July 11, 2003 the Board of Directors adopted a resolution disallowing wood shingles (allowed in the CC&Rs) for fire safety purposes. That resolution provided that the AEC Committee shall determine any appropriate substitution with the provision that no asphalt shingles or rolled roofing be used.

4.01.09 Accessory Buildings / Outbuildings for Tract 1063

An Accessory Building / Outbuilding is a building or structure, the use of which is incidental to that of the principal dwelling and which is located on the same lot. An Accessory Building / Outbuilding located in any setback may not be used for human habitation. Human habitation is limited to one (1) guesthouse per lot. Types of Accessory Buildings / Outbuildings include sheds, playhouses, storage buildings, metal shelters, greenhouses, detached garages, guesthouses, workshops and studios. (See 4.02.02 for Canopies)

No Accessory Building / Outbuilding may be located in the front fifty (50) feet of any lot, or one hundred (100) feet of any lot facing Nacimiento Lake Drive (G-14). An

Accessory Building / Outbuilding that is one-hundred and twenty (120) square feet or less, does not require a SLO County permit. In order to be located in the side or rear setback of a lot, an Accessory Building / Outbuilding must not be greater than twelve (12) feet in height. No Accessory Building / Outbuilding can be located closer than three (3) feet to any property line, or no closer than six (6) feet from any principal dwelling (including attached garage, etc.). If used for the keeping of animals (as allowed by Tract) the Accessory Building / Outbuilding cannot be located in the rear setback. Accessory Buildings / Outbuildings are prohibited on those parts of any lot with a slope that exceeds thirty (30) %.

An Accessory Building / Outbuilding over one-hundred and twenty (120) square feet does require a SLO County permit. An Accessory Building / Outbuilding used as a detached garage shall not exceed one-thousand (1,000) square feet; or used as a greenhouse shall not exceed five-hundred (500) square feet or ten (10) % of the site (whichever is smaller); or used as a guesthouse shall not exceed six-hundred (600) square feet or forty (40) % of the principal dwelling (whichever is smaller); or used as a workshop or studio shall not exceed forty (40) % of the principal dwelling. Accessory Building(s) / Outbuilding(s) collectively, shall not exceed an aggregate of two thousand (2,000) square feet.

No Accessory Building / Outbuilding can be designed to accommodate cooking facilities. Any Accessory Building / Outbuilding used as a guesthouse cannot be designed to accommodate laundry facilities. An Accessory Building / Outbuilding may have a single sink and refrigerator, a toilet and shower, but no bathtub. No Accessory Building / Outbuilding shall be provided an electrical meter or water meter separate from the principal dwelling. Plumbing and electrical improvements require a SLO County permit.

Accessory Buildings / Outbuildings must be painted the same color as the principal dwelling or painted in a neutral color to be determined by the AEC Committee.

Special Provisions: the AEC Committee has the authority to disapprove any proposed Accessory Building / Outbuilding where the design, location and/or color scheme of the proposed Accessory Building / Outbuilding is not in harmony with the general surroundings of the lot, or neighboring lots, or with the adjacent improvements or structures.

Note: In regard to roofing, on July 11, 2003 the Board of Directors adopted a resolution disallowing wood shingles (allowed in the CC&Rs) for fire safety purposes. That resolution provided that the AEC Committee shall determine any appropriate substitution with the provision that no rolled roofing be used.

4.01.10 Accessory Buildings / Outbuildings for the 20 Acre Parcels

The CC&Rs for the 20 acre parcels state that: 'No structure shall be erected, placed or permitted to remain on any lot in this Tract other than (i) one (1) single family residence dwelling; (ii) such outbuildings as are usually accessory to a single family residence dwelling, including a private garage or carport; (iii) one (1) house for employees or guests, provided that the enclosed living space does not exceed one-thousand (1,000) square feet; (iv) one

(1) barn; (v) one (1) storage building for farm equipment and machinery; and (vi) two (2) animal shelters. The total enclosed floor area of all outbuildings included in items (ii) through (vi) of this Section, when considered collectively, shall not exceed an aggregate of four-thousand (4,000) square feet.'

An Accessory Building / Outbuilding is a building or structure, the use of which is incidental to that of the principal dwelling and which is located on the same lot. An Accessory Building / Outbuilding located in any setback may not be used for human habitation. Human habitation is limited to one (1) guesthouse per lot. Types of Accessory Buildings / Outbuildings as permitted in (ii) above include: sheds, playhouses, storage buildings, metal shelters, greenhouses, detached garages, guesthouses, workshops and studios. (See 4.02.02 for Canopies)

No Accessory Building / Outbuilding may be located in the front fifty (50) feet of any lot, or one hundred (100) feet of any lot facing Nacimiento Lake Drive (G-14). An Accessory Building / Outbuilding that is one-hundred and twenty (120) square feet or less, does not require a SLO County permit. In order to be located in the setback of a lot, an Accessory Building / Outbuilding must not be greater than twelve (12) feet in height. No Accessory Building / Outbuilding can be located closer than three (3) feet to any property line, or no closer than six (6) feet from any principal dwelling (including attached garage, etc.). If used for the keeping of animals, the Accessory Building / Outbuilding cannot be located in the rear setback. Accessory Buildings / Outbuildings are prohibited on those parts of any lot with a slope that exceeds thirty (30) %.

An Accessory Building / Outbuilding over one-hundred and twenty (120) square feet does require a SLO County permit. An Accessory Building / Outbuilding used as a detached garage shall not exceed one-thousand (1,000) square feet; or used as a greenhouse shall not exceed five-hundred (500) square feet or ten (10) % of the site (whichever is smaller); or used as a guesthouse shall not exceed six-hundred (600) square feet or forty (40) % of the principal dwelling (whichever is smaller); or used as a workshop or studio shall not exceed forty (40) % of the principal dwelling.

No Accessory Building / Outbuilding can be designed to accommodate cooking facilities. Any Accessory Building / Outbuilding used as a guesthouse cannot be designed to accommodate laundry facilities. An Accessory Building / Outbuilding may have a single sink and refrigerator, a toilet and shower, but no bathtub. No Accessory Building / Outbuilding shall be provided an electrical meter or water meter separate from the principal dwelling. Plumbing and electrical improvements require a SLO County permit.

Accessory Buildings / Outbuildings must be painted the same color as the principal dwelling or painted in a neutral color to be determined by the AEC Committee.

Special Provisions: the AEC Committee has the authority to disapprove any proposed Accessory Building / Outbuilding where the design, location and/or color scheme of the proposed Accessory Building / Outbuilding is not in harmony with the

general surroundings of the lot, or neighboring lots, or with the adjacent improvements or structures.

Note: In regard to roofing, on July 11, 2003 the Board of Directors adopted a resolution disallowing wood shingles (allowed in the CC&Rs) for fire safety purposes. That resolution provided that the AEC Committee shall determine any appropriate substitution with the provision that no rolled roofing be used.

4.01.11 Accessory Buildings / Outbuildings for Tract 557

An Accessory Building / Outbuilding is a building or structure, the use of which is incidental to that of the principal dwelling and which is located on the same lot. An Accessory Building / Outbuilding located in any setback may not be used for human habitation. Human habitation is limited to one (1) secondary dwelling per lot. Types of Accessory Buildings / Outbuildings include sheds, playhouses, storage buildings, metal shelters, greenhouses, detached garages, workshops and studios. No guesthouses are allowed in Tract 557. (See 4.02.02 for Canopies)

No Accessory Building / Outbuilding may be located in the front one hundred (100) feet of any lot. An Accessory Building / Outbuilding that is one-hundred and twenty (120) square feet or less, does not require a SLO County permit. In order to be located in the setback of a lot, an Accessory Building / Outbuilding must not be greater than twelve (12) feet in height. No Accessory Building / Outbuilding can be located closer than three (3) feet to any property line, or no closer than six (6) feet from any principal dwelling (including attached garage, etc.). If used for the keeping of animals, the Accessory Building / Outbuilding cannot be located in the rear setback. Accessory Buildings / Outbuildings are prohibited on those parts of any lot with a slope that exceeds thirty (30)%.

An Accessory Building / Outbuilding over one-hundred and twenty (120) square feet does require a SLO County permit. An Accessory Building / Outbuilding used as a detached garage shall not exceed one-thousand (1,000) square feet; or used as a greenhouse shall not exceed five-hundred (500) square feet or ten (10) % of the site (whichever is smaller); or used as a guesthouse shall not exceed six-hundred (600) square feet or forty (40) % of the principal dwelling (whichever is smaller); or used as a workshop or studio shall not exceed forty (40) % of the principal dwelling.

No Accessory Building / Outbuilding can be designed to accommodate cooking facilities. Any Accessory Building / Outbuilding used as a guesthouse cannot be designed to accommodate laundry facilities. An Accessory Building / Outbuilding may have a single sink and refrigerator, a toilet and shower, but no bathtub. No Accessory Building / Outbuilding shall be provided an electrical meter or water meter separate from the principal dwelling. Plumbing and electrical improvements require a SLO County permit.

Accessory Buildings / Outbuildings must be painted the same color as the principal dwelling or painted in a neutral color to be determined by the AEC Committee.

Special Provisions: the AEC Committee has the authority to disapprove any proposed Accessory Building / Outbuilding where the design, location and/or color scheme of the proposed Accessory Building / Outbuilding is not in harmony with the general surroundings of the lot, or neighboring lots, or with the adjacent improvements or structures.

Note: In regard to roofing, on July 11, 2003 the Board of Directors adopted a resolution disallowing wood shingles for fire safety purposes. Tract 557 CC&Rs do not specify the type of roofing allowed, which would therefore follow the Master CC&Rs (424) until or unless the Tract 557 CC&Rs are modified. The resolution provides that the AEC Committee would determine any appropriate substitution with the provision that no asphalt shingles or rolled roofing be used.

Propose to MODIFY 4.01.12 Accessory Buildings / Outbuildings for Tracts 1910 and 1990

Proposed by: Member Services

Purpose: To remove note at the end of this section which references variance notification requirements. CC&R's for Tracts 1910 and 1990 do not contain any reference to variance notifications. The Board of Directors includes key decisions relating to Architectural and Environmental Control matters that may have an impact on multiple owners as New Business in an Open Session Board meeting.

4.01.12 Accessory Buildings / Outbuildings for Tracts 1910 and 1990

An Accessory Building / Outbuilding is a building or structure, the use of which is incidental to that of the principal dwelling and which is located on the same lot. An Accessory Building / Outbuilding located in any setback may not be used for human habitation. Human habitation is limited to one (1) guesthouse per lot. Types of Accessory Buildings / Outbuildings include sheds, playhouses, storage buildings, greenhouses, detached garages, guesthouses, workshops and studios. (See 4.02.02 for Canopies)

Garage enclosures are required in Tract 1910 and 1990 for the purpose of storing any boat or recreational vehicle. (See Section 25 of Tract 1910 CC&Rs, Section 19 of Tract 1990 Phase I CC&Rs, and Section 17 of Tract 1990 Phase II CC&Rs.)

No Accessory Building / Outbuilding may be located in the front setback of any lot. An Accessory Building / Outbuilding that is one-hundred and twenty (120) square feet or less, does not require a SLO County permit. In order to be located in the side or rear setback of a lot, an Accessory Building / Outbuilding must not be greater than twelve (12) feet in height. No Accessory Building / Outbuilding can be located closer than three (3) feet to any property line, or no closer than six (6) feet from any principal dwelling

(including attached garage, etc.). If used for the keeping of animals (as allowed by Tract) the Accessory Building / Outbuilding cannot be located in the rear setback. Accessory Buildings / Outbuildings are prohibited on those parts of any lot with a slope that exceeds thirty (30) %.

An Accessory Building / Outbuilding over one-hundred and twenty (120) square feet does require a SLO County permit. Up to three (3) Accessory Buildings / Outbuildings are allowed on a lot, except that no Accessory Building(s) / Outbuilding(s) collectively, shall exceed an aggregate of three-hundred (300) square feet; except a detached garage which shall not exceed one-thousand (1,000) square feet; or a guesthouse which shall not exceed six-hundred (600) square feet or forty (40) % of the principal dwelling (whichever is smaller).

No Accessory Building / Outbuilding can be designed to accommodate cooking facilities. Any Accessory Building / Outbuilding used as a guesthouse cannot be designed to accommodate laundry facilities. An Accessory Building / Outbuilding may have a single sink and refrigerator, a toilet and shower, but no bathtub. No Accessory Building / Outbuilding shall be provided an electrical meter or water meter separate from the principal dwelling. Plumbing and electrical improvements require a SLO County permit.

Accessory Buildings / Outbuildings must be painted the same color as the principal dwelling or painted in a neutral color to be determined by the AEC Committee.

Special Provisions: the AEC Committee has the authority to disapprove any proposed Accessory Building / Outbuilding where the design, location and/or color scheme of the proposed Accessory Building / Outbuilding is not in harmony with the general surroundings of the lot, or neighboring lots, or with the adjacent improvements or structures.

Note: Roofing material is regulated by Section 3 of the CC&Rs.

Note: Any variance request made to the Board of Directors requires notification to any OWNER that might be affected by the grant of variance.

4.02 Other AEC Ordinances

Propose to MODIFY 4.02.01 Amending the CC&R's

Proposed by: Member Services

Purpose: To update referenced CA Civil Codes and to clarify vague language.

4.02.01 Amending the CC&Rs

In order to change the CC&Rs that relate to your property you must submit a request to the **ASSOCIATION'S** MEMBER SERVICES OFFICE. The **amendment**

procedure is regulated by California Civil Code ~~§ 1355~~ § 4170. ~~requires that a ballot be issued.~~ The request is reviewed by both the AEC Committee and the Board of Directors. ~~If the request is inappropriate form is approved by the Board of Directors to move forward, voting must be done by secret ballot [Civ. Code §5100(a)] and in accordance with written election rules [Civ. Code §5105(a)].~~ The Board of Directors will designate that a ballot be issued to all OWNERS in your Tract. Any ballot mailing which does not correspond to the Annual Election mailing is subject to a fee paid by the OWNER for a special mailing. An affirmative vote of at least seventy-five percent (75%) of the total number of lot OWNERS (one (1) per lot) in the Tract is required for the amendment to be approved and effected.

4.02.02 Canopies

A cloth-covered (canvas) pole structure is considered a canopy for purposes of this Section.

A canopy of less than four-hundred (400) combined square feet and with a height of ten (10) feet or less may be placed behind a fence, in a side yard or back yard, but not in a front yard, as long as it is not anchored directly to the ground as a permanent structure.

In Tract 447, the CC&Rs allow: 'One (1) temporary metal, fiberglass, plastic or canvas patio roof structure not to exceed four-hundred and fifty-six (456) square feet in area or ten (10) feet in height, nor extend more than twelve (12) feet from the side of any recreational vehicle unit twelve by thirty-eight (12 x 38) feet, provided that such patio roof shall not encroach on five (5) foot setback area.'

In Tracts 1910 and 1990, no canopies are allowed for the purpose of storing any boat or recreational vehicle. (See Section 25 of Tract 1910 CC&Rs, Section 19 of Tract 1990 Phase I CC&Rs, and Section 17 of Tract 1990 Phase II CC&Rs.)

4.02.03 Flags

Every OWNER has the right to display the flag of the United States without restriction. A flag or flagpole for such purpose may be placed anywhere on an OWNER'S property.

4.02.04 Radio Antennas

Radio antennas are regulated by California Civil Code § 1376 which allows an OWNER to install an antenna in compliance with the following: 1) the antenna must be located in the back of the residence within the property setback lines unless reception is bad; and, 2) the antenna must not have a diameter or diagonal measurement over thirty-six (36) inches. Any exception requires prior approval of the AEC Committee.

4.02.05 Satellite Dishes

Satellite dishes are regulated by California Civil Code § 1376 which allows an OWNER to install a satellite dish in compliance with the following: 1) the antenna must be located in the back of the residence within the property setback lines unless reception is bad. Any exception requires prior approval of the AEC Committee.

4.02.06 Signs

Signs are regulated by California Civil Code §§ 712, 713, and 1353.6 which, in essence, provide that an OWNER may display signs which are of a reasonable dimension to advertise a property for sale, open house, lease, or exchange, or provide directions to the property. An OWNER may also display on their own property a noncommercial sign less than nine (9) square feet, or a flag or banner (paper, cardboard, cloth, plastic or fabric, only) less than fifteen (15) square feet in size. No signs, posters, banners, or flags may be placed on the Common Area of the RANCH without the ASSOCIATION'S prior written consent.

4.02.07 Solar Panels

Solar panels are regulated by California Civil Code § 714 which allows an OWNER to install solar panels on their lot. The ASSOCIATION does not impose any restrictions on the installation of solar panels other than the solar panels must be contained on the OWNER's lot. To verify location, the ASSOCIATION does request that a drawing specifying the location of the planned solar panels be submitted to the Architectural and Environmental Control Committee for their records.

4.02.08 New Home Construction Deposit: Mandatory Inspections

There are three mandatory inspections for all new home construction projects. These are identified in the *New Home Construction Approval Application and Procedures and Instruction Guide* documentation that all owners/builders sign when submitting their project to the Architectural and Environmental Control Committee for approval.

Failure to obtain these HROA inspections and approvals prior to work being performed will result in the forfeiture of all and/or a portion of the New Home Construction Deposit as forth below.

4.02.08-A – No Set-back Inspection - \$1,500.00 will be forfeited

4.02.08-B – No Driveway Approach Inspection - \$1,000.00 will be forfeited

4.02.08-C – No Final Inspection – Entire construction deposit will be forfeited

Owners/builders are further advised that any HROA violations which occur on the job site, may result in additional citations/fines being assessed in addition to any forfeiture of the New Home Construction Deposit Fee.

4.02.09 Holiday Decorations

Any and all holiday decorations that specifically denote a holiday that are placed upon a residence, out buildings, fences, and in yards shall be completely removed within thirty (30) days after said holiday has passed. Holiday decorations are defined as decorations deemed by appearance to be specific for holiday use only.

Examples of Holiday Decorations include, but not limited to, the following:

- Christmas - Santa Claus, Snowman, Sleighs, Nativity Scenes, Christmas Reindeers.
- Halloween – Ghosts, Spider Webs, Witches
- Easter – Easter Bunnies, Easter Eggs
- Exterior Lighting – Multi-Colored Holiday Lights, Icicle (Swag Type) Lights and any other lighting that would be deemed holiday such as: Lights in the shape of a Santa Claus, Snowman, Ghost, Easter Bunny, and other lights deemed by appearance to be specific for holiday use only.

Exclusions:

Fall Decorations such as pumpkins and other decorative items deemed for the fall season are allowed to remain for more than thirty (30) days; however, they shall be removed on or before December 1st.

Exterior lights such as rope lights, and any and all other type of lighting deemed for year-round use that do not specifically reflect for holiday use only.

4.02.10 Memorials on HROA Property

In the event of a death upon any and all HROA property, no kind of memorial for the descendent shall be erected.

4.03 Landscaping

This Section provides information related to the installation and maintenance of landscaping on your private lot. A violation of any of the provisions in this Section related to landscape maintenance is subject to a citation and fine as determined by the Board of Directors. Subsequent citations for the same infraction may be issued to gain compliance. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter.

Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

4.03.01 Installation

All new residential projects require a landscape plan be submitted to the AEC Committee with any application for new home construction. Shrubs, bushes, vines, plants, or ground cover is required to provide the appearance of a fully landscaped design. For modifications to existing development, where existing landscaping has been affected, a new or modified landscaping plan is to also be submitted. The landscape plan shall adequately exhibit the overall concept in terms of location, size, scale and function; and identify and depict all proposed ground cover, shrubs, trees, turf and any other planting areas; property lines, new and existing building footprints, driveways, sidewalks, streets, water features and other hardscape features. Required landscape improvements are to be installed prior to completion and final sign off of the project. Extensions are granted through the AEC Committee and/or the Board of Directors.

4.03.02 Materials

Landscape materials may include any combination of ground cover, shrubs and trees. Landscape design and construction should emphasize drought-tolerant

landscaping whenever/wherever possible. Native species are encouraged. For soil erosion and weed abatement, exposed dirt is to be kept to a minimum, with exceptions for slope conditions and overall intent of the design. Any plastic or other weed-barrier product must be fully concealed. Ground covers (herbaceous or woody) may consist of turf, shrubs, vines or similar live plant materials, spaced to achieve full coverage upon maturation of the plant. Ground cover may also consist of decomposed granite, pebbles, gravel, stone or similar material, or organic mulch such as redwood chips or bark. When inorganic ground cover is used, other than artificial turf/grass, it should be in combination with live plants as part of the design feature. Landscape material may not consist of stringy bark ("gorilla hair") or other such instantly flammable material which is subject to approval of the AEC Committee. A sample of the proposed material is to be provided by the owner to the AEC Committee as part of the approval process.

Tracts 1910 and 1990 have additional restrictions as to allowable materials used for landscaping which is specified in the CC&Rs for those tracts.

4.03.03 Minimum Landscape Area

For all parcels in Tracts 424, 446, 452, 474, 475, 693, 721 and 1094 it is required that the entire front setback area and front road easement be fully landscaped and maintained by the OWNER of the lot. (See 4.03.07 Road Easements)

For all parcels in Tracts 557, 1063 and the 20 acre parcels, it is required that at least 50 feet in front of, and the width of each residential home (and/or comparable area should the lot require placement of landscaping in an area not directly in front of the home) be fully landscaped, and that the first 50 front feet as viewed from the street be maintained by the OWNER of the lot so as to be kept from becoming unsightly.

For all parcels in Tract 1910, to the maximum extent possible, it is required that at least 25 feet in front of, and the width of each residential home (and/or comparable area should the lot require placement of landscaping in an area not directly in front of the home) be fully landscaped and that the front road easement be fully landscaped and maintained by the OWNER of the lot. (See 4.03.07 Road Easements)

For all parcels in Tract 1990, to the maximum extent possible, it is required that at least the area from the front line of the lot to within (5) feet of the residence, and the width of each residential home (and/or comparable area should the lot require placement of landscaping in an area not directly in front of the home) be fully landscaped and that the front road easement be fully landscaped and maintained by the OWNER of the lot. (See 4.03.07 Road Easements)

4.03.04 Maintenance

All landscaping is to be permanently maintained in a healthy and thriving condition at all times. Maintenance of approved landscaping is to consist of such things as regular watering, mowing, clearing of debris and weeds, the removal and replacement of dead plants, replacement of ground cover, the control of overgrowth so that it does not encroach onto any ASSOCIATION roadway or Common Area, and the repair and replacement of irrigation systems and integrated architectural features. As part of water

conservation efforts and to alleviate roadway deterioration, OWNERS are expected to seek to reduce run-off onto ASSOCIATION roadways. OWNERS, in conjunction with the ASSOCIATION and County Fire safety requirements, are to keep their properties free of natural grass and weeds that may cause a fire hazard in the community. Note that the ASSOCIATION shall have the authority to trim any vegetation overgrowth on ASSOCIATION property without advance notice to the OWNER, such as the trimming of trees prior to performing road maintenance.

4.03.05 Trees Required

A minimum of three (3) trees of at least five (5) gallon size are to be planted in the ground and maintained on each lot unless there are three (3) or more existing trees. (No tree requirement exists in Tract 447.) Tract 1990, as specified in their CC&Rs must have three (3), fifteen (15) gallon trees planted in the ground and maintained on each lot.

4.03.06 Tree Removal

A dead tree or a tree that is three (3) inches or less in diameter, measured at a point of twelve (12) inches above the ground is excluded from this requirement, although removal of any tree is subject to approval by SLO County including requiring a special permit or other conditions. The AEC Committee will only approve removal of an oak tree if the oak tree is dead, obstructs the building site or access to the driveway, or if the oak tree is in a hazardous condition which presents an immediate danger to health or property. Tract 1910 has additional restrictions regarding oak trees as specified in the CC&Rs for that tract.

4.03.07 Road Easements

The portion of road easement between the edge of the asphalt and your property boundary is the responsibility of the OWNER of the property to maintain in a neat and orderly manner. All bare dirt must be covered with ground cover. A rural driveway may be installed to connect with the edge of the asphalt as long as it is in conformance with ASSOCIATION regulations. A mailbox may be erected in this area as long as it is placed in conformance with Federal Laws and Regulations. No trees, bushes or other plantings, fencing, walls or other structures are allowed in the road easement without the prior consent of the AEC Committee. In no case shall any tree be placed within six (6) feet of any asphalt roadway.

4.03.08 Landscape Miscellaneous

Buffer planting on the Common Area immediately adjacent to the back of any lot may be permitted by the AEC Committee along the major arterial RANCH roads, which include: Gateway Drive, Heritage Road and Heritage Loop Road taking into consideration obstructions which may be created which could impede access by the ASSOCIATION such as during mowing. If approved, any improvements installed by the OWNER must be maintained by that OWNER. Other than plant material, no additional improvements may be installed or placed in this area. This includes such things as: sprinklers, fences, concrete, benches, tables and horseshoe pits.

All back yards are to be kept from becoming unsightly or a nuisance to the neighboring lots. Minimum back yard maintenance shall provide for fire prevention and weed abatement.

When plant materials, in conjunction with, or in lieu of fencing, are used to satisfy the screening requirements established in the CC&Rs by tract, the plantings shall be evergreen and spaced to ensure full screening upon maturation of the plants.

4.04 Miscellaneous

4.04.01 Address Numbers Required

All residential dwellings are to have their address numbers visibly displayed when viewed from streets or RANCH roads. Address numbers are required to be a minimum of six (6) inches high with a ½ inch stroke. Address numbers are required to contrast with their background.

4.04.03 Vacant Lots – Fire Hazard Removal

All vacant lots shall be mowed on or before June 1st of each year for fire safety purposes and must be kept free of any flammable vegetation that may cause a fire hazard in the community throughout the year. Letters regarding this seasonal activity will be mailed to vacant lot OWNERS.

This rule does not apply to 5-acre and 20-acre parcels; however, these parcels must follow county and state fire safety guidelines. HROA no longer provides mowing services on private property.

4.04.04 Screening Standard for Propane Tanks

In addition to the established screening requirement found in the Covenants, Conditions and Restrictions (CC&Rs), newly constructed homes or in the case of a new permit the OWNER of the propane tank will also be required to screen the top portion of the propane tank with AEC approved materials.

4.04.05 Mailboxes

All individual homeowners are responsible for the maintenance and repair of their exclusive use mailbox, and/or mailbox post or mount. In tracts where central mailbox banks are located, the individual homeowners whose mailboxes share a particular bank are equally responsible as a group for the maintenance and repair of that mailbox bank/grouping and associated posts.

The two (2) exceptions to this above stated rule are Tracts 1910 and 1990, where the centralized, Common Area, galvanized metal mailbox banks are the Association's responsibility to repair, maintain, and replace when necessary. If replacement galvanized metal mailbox banks are necessary at any time in Tracts 1910 or 1990, the Association will replace with like mailboxes, and is required to use a United States Postal Service (USPS) approved vendor for these replacement mailboxes. The Association will also notify the USPS in advance regarding the impending replacement of each Common

Area mailbox bank, so that alternate arrangements for USPS delivery of mail can be made with affected residents during the mailbox replacement process.

4.05 Unsightly Conditions

What is Unsightly? “Unsightly” means any condition on a Lot (as defined in the CC&Rs) that, to a reasonable person, is (1) indecent or offensive to the senses, (2) is potentially injurious to the health, safety, or welfare of the Association’s residents, or (3) the maintenance of the Lot is substantially out of harmony and conformance with the maintenance standards of neighboring properties so as to degrade the appearance and property values of such neighboring properties. Conditions that may qualify or contribute to a lot being deemed unsightly and subject to all reasonable efforts to gain compliance are provided below.

Noncompliance with these rules will result in progressive compliance measures including but not limited to warnings, recurring citations with monetary penalties, escalation to the Board of Directors and/or civil legal action.

4.05.01 Unsightly – Overgrown or Dead Vegetation

Overgrown, diseased, dead or decayed trees, weeds or other vegetation, including lawns, which result in any of the following conditions are prohibited.

- Creating a fire hazard or condition that is dangerous to the health, safety, and general welfare of the Association’s residents. Such conditions can be created due to a variety of factors, including, but are not limited to, obstruction of vehicular line of sight, impairment of vehicular traffic or the ability to clearly observe safety signs and signals.
- Resulting in the presence of vermin, rodents, pests, disease infestations, and hazardous mold or other biological infestations.
- Constituting an appearance that degrades or negatively impacts the appearance or value of surrounding properties.

4.05.02 Unsightly – Accumulation of Items

The accumulation of lumber, junk, trash, debris or salvage material visible at ground level from the Common Area (including roads) or from neighboring properties is prohibited.

Firewood, when neatly stacked, intended for use within a residence will not be considered unsightly.

4.05.03 Unsightly – Animal Waste

The accumulation of undisposed animal feces or animal-related wastes is prohibited.

4.05.04 Unsightly – Storing Items Outside

Outdoor storage, visible at ground level from neighboring properties or any part of the Common Area (including roads) for a period exceeding 30 days, or as part of a

continuing practice is prohibited. Examples items that may not be stored outside include but are not limited to the following.

- Broken or discarded furniture, appliances, boxes and containers, recreational equipment, and similar household articles,
- Abandoned, inoperative, wrecked or dismantled vehicles, trucks, trailers, motorcycles, camper boats, recreational vehicles, including parts of any of the aforementioned items.
- Discarded, wrecked or inoperable machinery, equipment, and tools, including parts of any of the aforementioned items.
- Salvage materials, scrap metal or other building and construction materials including, but not limited to, dirt, sand, gravel, lumber, concrete, tile, rocks, bricks and other similar materials.

4.05.05 Unsightly – Trash Receptacles

Garbage or trash cans, dumpsters or receptacles that are visible or otherwise detectable to the senses from neighboring properties or the Common Areas (including roads) must be maintained.

4.05.06 Unsightly – Trash and Garbage

All lots are to be kept free of trash, rubbish and garbage.

4.05.07 Unsightly – Unmounted Campers and Camper Shells

Unmounted campers or camper shells may not be stored in the front yard or driveway areas.

4.05.08 Unsightly – Structural Conditions

Structures or buildings or other improvements, including, but not limited to, walls, fences, driveways and slabs which exhibit any of the following conditions are prohibited.

- Are structurally unsafe, either entirely or in part, or which constitute a fire or other hazard;
- Have crumbling, cracked, missing, broken or loose exterior stucco or other siding, roofs, foundations or floors (including lack of paint or other protective finish), broken or missing windows or doors;
- Have dry rot, warping or are infested with termites, insects or vermin, or have paint which is cracked, peeled or blistered rendering the building in such a state of disrepair as to be unsightly;
- Are abandoned, partially destroyed or left in a state of partial construction and where the appearance or other conditions of any such building or structure substantially detracts from the appearance of the immediate neighborhood;

- Are abandoned and have windows containing broken glass, or no glass at all where the window is of a type which normally contains glass, thereby creating hazardous conditions and inviting trespassers and malicious mischief. Plywood or other similar material (of at least one-half-inch thickness) shall be used to cover such window space. When such covering is required for an extended period of time, the material shall be painted in a color or colors consistent with the remainder of the structure;
- Are unoccupied and have been left unlocked or otherwise open and unsecured from intrusion by persons, animals or the elements.



REFER TO THE CC&RS FOR YOUR TRACT FOR ADDITIONAL INFORMATION.



5. Rules Pertaining to the Common Area and Amenity Use

This Section provides information related to Common Area and Amenity use. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors.

Subsequent citations for the same infraction may be issued to gain compliance. Please refer to the SCHEDULE OF MONETARY PENALTIES by number red subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

No improper conduct, obscenities, verbal or physical threats by owners, residents, tenants, family and/or guests will be tolerated. Actions by any person of any nature, particularly in the Common Areas, Amenities and/or on social media, or towards owners, residents, tenants, family and/or guests, employees, directors and/or service providers which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include noise, intoxication,

quarreling, any form of harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior. Abuse of employees or hindering them in the performance of their duties is also prohibited. Non-compliance with these rules will be cited under 2.05.03 Conduct and/or 2.05.05 Disturbing the Peace.

5.01 Campgrounds

Forms and information available at: <https://hroa.us/recreation/campgrounds>



Check in is at the Main Gate on Gateway Drive
Campground Permits are picked up at the Member Services Office at
2130 Heritage Loop Road.

Campground rules and map are attached to the reservation form.
Guest Vessel information is in Section 3.02.03 ~~handout~~ is provided
by the GATEHOUSE attendant at the time of arrival.

Checkout time for all campsites is 12:00 noon.

Quiet time is at 10:00 p.m.

Propose to MODIFY 5.01.1 Campgrounds, General Matters

Proposed by: Member Services

Purpose: To align with current procedures and policies

5.01.01 General Matters

~~Campsites are available on a first-come reservation basis.~~ The PRIMARY MEMBER (without TENANTS), CO-MEMBER or TENANT must make ~~the~~ camping reservations including payment in advance, during regular business hours ~~no later than 48 hours and with the Member Services Office~~ no earlier than thirty (30) days prior to the first date of reservation. ~~Sites will not be held without payment.~~ Reservations with payments are accepted and sites are assigned on a first-come, first served basis via email, phone, mail or in-person reservations. Only two (2) campsites per ~~lot~~ PRIMARY MEMBER (without TENANTS)/CO-MEMBER/TENANT may be reserved at any one (1) time.

~~(Any reservation made by mail is considered received at the time of delivery or at the start of business the next day after any weekend or holiday.) Openings due to last minute cancellations will be processed through the ASSOCIATION'S MEMBER SERVICES OFFICE on a first come, first served basis.~~

From the Tuesday before Memorial Day to September 30, the camping reservation time limit is seven (7) days ~~per reservation. in any thirty-day (30) period.~~

From October 1 to the Monday before Memorial Day the camping time limit is ~~4 weeks (28 days) one month~~ in any sixty-day (60) period, ~~with requested extensions allowed at the discretion of the Board of Directors.~~

Weekly and ~~4-week monthly~~ rates are established by the Board of Directors and are listed on the Schedule of Fees. ~~Refunds are issued if the cancellation is requested at least seven days prior to the first day of the reservation. No partial refunds are issued. Cancellations are final and are not accepted as a credit~~

towards a later reservation date. ~~No refunds will be issued for any camping rental.~~

A maximum of two (2) motorized vehicles, or one (1) motorized vehicle with a vessel/trailer, is allowed per campsite, **in addition to the RV/Trailer**. Any unauthorized vehicle or vessel/trailer found in a campsite is prohibited. Any vehicle that is registered to a campsite ~~will need to~~ **is required to** display a pink camping permit in the window of the vehicle and/or trailer while at the campsite. Permits may be picked up **at the Member Services Office located at 2130 Heritage Loop Road** after checking in at the Main Gate on the day of arrival. **People who sponsor Guests may pick up permits a day or two prior to arrival so long as Guests check-in at the Main Gate when they arrive.** ~~issued at the Main GATEHOUSE at time of check-in.~~ **Guest Vessel pre-registration is strongly advised. See Section 3.02.03 – Guest Vessel Registration.**

All campers must park in their registered campsite or in any of the **dirt designated** overflow parking lots. ~~located before the Fish Cleaning Station.~~

A person not registered at the **ASSOCIATION'S Member Services Office** to use the campgrounds will subject the responsible OWNER to a citation and fine as determined by the Board of Directors. All reasonable efforts will be made to gain compliance with all RULES AND REGULATIONS including Section 2.05 – General Standards and Rules of Conduct.

Any GUEST who is deemed to be a nuisance or threat will be asked to leave the campground and the community. All usage fees paid will be forfeited, and all parties will be asked to leave the campground. If any GUEST is deemed a threat, law enforcement will be contacted to ensure that all parties involved leave the campground and the community immediately.

5.01.02 Camping Units

As a safety precaution, all tents must be securely anchored or staked. All camping vehicles must be leveled, and the brakes must be properly set and the wheels blocked.

Propose to MODIFY: 5.01.03 - Fires and Barbeques

Proposed by: Ranch Patrol

Purpose: To align with new content in Section 2.05.07 – Fires and Barbeques and to Mitigate fire risks resulting from the use of barbeques and fire pits in unsupervised and unsafe locations.

5.01.03 Fires and Barbeques

Any fire or barbeque is permitted only in self-contained portable units fully enclosed with a lid available. A grill is considered a lid for this requirement. No open or ground fires of any type are allowed due to extreme fire danger and close proximity to

brush. **Other than when occupying a rented campsite, fire pits, barbeques and open fires are prohibited in all common areas, amenities and easements at all times.** No ashes are to be deposited on the ground. Ashes are only allowed to be disposed of in provided 'ASHES ONLY' containers.

5.01.04 Campground Pets

All pets are required to be on a leash in the campground area at all times and may not be left unattended outside the camping units.

5.02 Dog Park

All persons using the dog park must observe all posted rules.

- Owners must remain with their dogs. Leash laws apply outside of area.
- Owners must clean up after their dogs and fill in any holes dug.
- No aggressive dogs are permitted.

5.03 Marinas

This Section provides information regarding use of the Marina(s) by members in good standing. A violation of any of the provisions in this Section, unless specified, is subject to a citation and fine as determined by the Board of Directors. Parking violations may be issued every 24 hours and storage violations may be issued every 72 hours. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

5.03.01 - Canopies and Personal Property

The Point: No personal property, including canopies, is allowed on the Point when it is closed between 10:00 PM and 6:00 AM.

The Marina: No canopies or personal property are allowed in the Marina area between 2:00 AM and 5:00 AM.

Personal property present during restricted times may be cited as a violation and/or removed.

5.03.02 Courtesy Dock

All watercraft must be attended to while using the courtesy dock. No fishing, jumping, diving, swimming, loitering or bicycling on or around the courtesy dock is allowed at any time.

Propose to MODIFY: 5.03.03 Floating Docks and Boat Slips

Proposed by: Member Services

Purpose:

- 1. Clarify language to align with current procedures and policies**
- 2. Update cross references to other sections**

5.03.03 Floating Docks and Boat Slips

The Floating Docks and Boat Slips are only for PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS (and their GUESTS) in good standing who rent or lease them from the ASSOCIATION. Only one (1) leased or rented slip or one (1) party dock is allowed per unit MEMBER/TENANT at one time. **Reference section 5.07.02)**

If an unauthorized person utilizes a floating dock or boat slip, their watercraft may be towed in addition to any citation issued. **Reference Sections 5.07.02 and 5.07.03 for lease and rental information and use requirements.**

Propose to MODIFY: 5.03.04 Launch Ramp

Proposed by: Marina Committee

Purpose: Clarify key requirement and cross reference other sections that contain specific information regarding Launch Ramp access and use.

5.03.04 Launch Ramp

The launch ramp is for launching and retrieving **of authorized** vessels only. No parking at any time is allowed on the launch ramp.

Motorized vessels may not launch from shore at any time.

For safety reasons, unmotorized vessels such as sailboats, kayaks and canoes may launch from shore on the Point. After launching, vehicles with trailers must leave the shore and park in the designated parking area at the Marina.

Any individual who does not have a current VESSEL DECAL must pay a usage fee at the Main GATEHOUSE to use the launch ramp.

All motorized and unmotorized vessels must have a current HROA Decal or paid Guest Permit and an HROA mussel inspection prior to launch. See sections below for additional information regarding Member, Tenant and Guest access to the HROA Launch Ramp.

3.01.02 Vehicle Decals

3.02.01 Registration with the Association

3.02.03 Guest Vessel Registration

3.02.04 Visitor Vessel Registration

3.02.05 Water Rights Transfer for Guest Vessel

3.04.02 Use – HROA Marina Access

5.03.06 Marina Parking

5.03.05 Monterey County Nacimiento Fees

5.03.09 Mussel Inspections

Two (2) payment stations (iron rangers) are located on the RANCH. One (1) is near the Main Gate **HOUSE** and the other is in the **Main** HROA Marina Parking Lot. You can place your daily or annual fee in one (1) of these rangers. Contact the Monterey County Parks Department for further information at 805-472-2311. The ASSOCIATION is not responsible for any County citations occurring at or on the lake.

5.03.06 Marina Parking

Marina Parking: The General Manager, at his or her discretion and after consulting with Ranch Patrol and the Marina Committee, may restrict Marina Parking to HROA decaled vehicles only during periods of high usage, such a holidays and weekends.

When Marina parking restrictions are in effect, signs will be posted at the entrance to the Marina alerting Members and Guests of the restrictions and compliance requirements. At other times, non-decaled vehicles are permitted to park in the Marina.

All Vehicles, including vehicles with attached trailers, must park completely within defined parking spaces and not extend beyond a marked space into traffic lanes, or otherwise interfere with traffic. **All trailers must have an uncovered license plates.**

Parking is ALWAYS prohibited in the launch ramp area.

Overflow Parking Areas: Vehicles may park in the Overflow Parking areas located outside the entrance to the Marina without a HROA decal.

Campsites: Parking is reserved for registered guests.

Golf Carts: Vehicles parking in spaces reserved for golf carts is prohibited.

Propose to MODIFY: 5.03.07 Private Docks

Proposed by: Member Services and the Mussel Department

Purpose:

- 1. To stipulate that private dock locations are designated by Monterey County.**
- 2. To include a longstanding requirement that all vessels moored on HROA controlled property must have current HROA Mussel Inspection**

5.03.07 Private Docks

The private docks are for OWNERS, in good standing, that have registered them with the ASSOCIATION as of 1999 as specified in the ASSOCIATION'S 'Private Dock Policy.' No new private docks are allowed, and no OWNER may transfer any rights they may have in a private dock except as provided for in the 'Private Dock Policy.' Private

docks are non-transferrable and do not convey to a different owner or tenant when a lot/property sells. Once a Private Dock owner sells their property here at HROA, and/or moves off HROA property, the Private Dock must be immediately removed.

Each OWNER of a private dock is required to register annually with the ASSOCIATION and with Monterey County, pay the annual fees and provide proof of current liability insurance in order to receive the annual dock permit. A violation of the 'Private Dock Policy' is administered through the Board of Directors.

Private docks must be kept in good repair at all times and may only moor on the shore on HROA-controlled property in locations designated by **Monterey County and** the Board of Directors. Improperly moored and/or unmaintained private docks are in breach of the Private Dock Policy and will be subject to monetary penalties and/or removal.

All vessels moored on Private Docks and/or property owned or controlled by HROA must have a current HROA Mussel Inspection. Reference Section 5.03.09 – Mussel Inspections

Propose to MODIFY: 5.03.08 Watercraft on Shore

Proposed by: Mussel Department

Purpose: To include a longstanding requirement that all vessels moored on HROA controlled property must have current HROA Mussel Inspection

5.03.08 Watercraft on Shore

If a PRIMARY MEMBER (without TENANTS), CO-MEMBER, TENANT or GUEST in good standing with the Association would like to temporarily leave their watercraft in the water, they may anchor it near or on the shoreline only in approved areas. Watercraft or docks may not be moored at the end of the Point or on private property in Snake Creek. For purposes of this Section, the term "use" means taking the vessel out on the lake for the purpose of boating. Any party not in good standing or any vessel left on shore for over seventy-two (72) consecutive hours, regardless of origins of launch, without being used as defined herein is a violation of this Section and subject to a fine. A person, who operates their vessel by removing it from the shoreline for the purpose of boating within that seventy-two (72) hour increment, will not have violated this Section.

All vessels moored on property owned or controlled by HROA must have a current HROA Mussel Inspection. Reference Section 5.03.09 – Mussel Inspections

Propose to MODIFY: 5.03.09 Mussel Inspections

Proposed by: Member Services

Purpose: To provide additional information about the Heritage Ranch Mussel Inspection Program for resident vessels.

5.03.08 Mussel Inspections

Prior to launch from or mooring upon any Private Dock or property owned or controlled by the ASSOCIATION, all motorized and non-motorized vessel owners must shall obtain an invasive mussel inspection from certified ASSOCIATION personnel. any required inspections for mussels to launch their vessel from HROA docks Inspections provided at the Main Marina at the Lake Nacimiento Resort do not qualify vessels to launch from the HROA Marina.

Any person who is not properly verified by mussel inspection personnel to launch their vessel shall not be authorized to launch that vessel from any RANCH property. All vessel owners must maintain a current mussel inspection issued through ASSOCIATION personnel when tied to any shoreline or docks anchored to property owned or controlled by the ASSOCIATION. Any GUEST who violates this provision, and is subsequently fined by any county, state or federal officer on Nacimiento Lake for failing to obtain a required mussel inspection, is subject to being banned from bringing any vessel in the future onto RANCH property for the purpose of launching said vessel.

Requirements to obtain a Mussel Inspection **and to utilize the HROA Marina** include but are not limited to the following:

- Vessel registration documentation as defined in Sections 3.02.01 - Registration with the Association and 3.02.03 - Guest Vessel Registration must be provided.
- Vessels must present in a cleaned, drained and dry condition.
- Ability to attest to the whereabouts of the vessel for the last 30 days. Any vessel known to have been on a mussel-infested lake in the last 30 days will be referred to the Monterey County Marina for inspection and permission to launch at Nacimiento Lake.
- **Compliance with HROA Marina Use requirements as defined in Section 3.04.02**
- Payment of all fees associated with **HROA** Mussel Inspection Program and guest access if applicable.

ASSOCIATION Mussel Inspections are performed three ways: 1) Enrollment in the Heritage Ranch Mussel Inspection Program for Resident Vessels (“HROA Mussel Program”), 2) at the Mussel Inspection Kiosk (“Kiosk”) at the HROA Marina when it is open during the boating season and 3) by Self-Inspectors.

The HROA Mussel Program is a mussel inspection service available to HROA Members and Tenants who meet the requirements above and sign a legally binding HROA MUSSEL INSPECTION AGREEMENT (“AGREEMENT”) which attests that their vessel: 1) will only launch on Lake Nacimiento while enrolled in the HROA Mussel Program, 2) will be physically stored and plainly visible within the perimeter of the Heritage Ranch Owners Association at all times, 3) will display a current HROA Vessel Decal. Certified HROA Inspectors will visit motorized and non-motorized vessels at the location provided on the AGREEMENT and will provide an initial inspection and Mussel Inspection Permit. Inspectors will subsequently update permits every 21 days based on periodic and random visual verification of the vessels’ ongoing presence at Heritage Ranch. Vessels that are

not present at the time of visual inspections will not receive an updated Mussel Permit and will be removed from the HROA Mussel Program.

- If a vessel must leave the Heritage Ranch community during the term of the agreement for scheduled maintenance or repairs, the vessel owner understands and agrees to provide copies of the service receipt or invoice to the Mussel Department Manager or their representative.
- If the vessel owner cancels the AGREEMENT or sells the vessel prior to the expiration date, they shall forfeit any remaining inspections on the HROA Mussel Inspection Program and shall not be entitled to a refund.
- If the HROA launch ramp closes, inspections will be placed on hold. During this time, fees will not be refunded, however they will remain on account until inspections resume after the ramp reopens.

Vessels that are not enrolled in the HROA Mussel Inspection Program may receive inspections at the Mussel Inspection Kiosk at the HROA Marina when it is open. The Kiosk is usually open on weekends and holidays during the boating season so long as the launch ramp is open.

Mussel Self-Inspectors are individual vessel owners who have completed training and ongoing education and hold a certification which enables them to inspect only their own vessels. Self-inspector certifications are issued by the County of San Luis Obispo. SLO County has put an indefinite moratorium on any new Mussel Self-Inspectors for the ASSOCIATION. Reference Section 5.03.12.

Mussel inspectors have the right to decline to inspect, certify or allow access to any vessel that does not meet all registration and inspection requirements or if documentation cannot be verified in a timely fashion. In these situations, mussel inspectors may refer vessels to the Monterey County Marina for inspections.

Failure to comply with Mussel Inspection Requirements can result in loss of pre-paid fees, denial to launch vessel, monetary penalties and/or further sanctions by the Board of Directors.

Visit the HROA Member Services Office, email mussel@hroa.us or <https://hroa.us/boating-information/mussel-inspections> for forms, current schedules and information.

5.03.10 Commercial Use of HROA Marina Facilities

It is a violation to use HROA Marina Facilities for a commercial enterprise. A violation of this Section, in addition to a fine, may result in a 30-day suspension of all watercraft privileges per infraction.

Propose to MODIFY: 5.03.11 Marina Guest Cards

Proposed by: Member Services and Ranch Patrol

Purpose:

- 1. Rename the section: Marina Temporary Access Cards**
- 2. Define usage for Guests and Water Rights Transfers**

5.03.11 Marina Guest Temporary Access Cards

MARINA GUEST CARDS are intended for GUESTS and/or MEMBERS to use as a temporary means to access the Marina gate. The GUEST must be on the PRIMARY MEMBER'S or TENANT'S current, permanent or call-in guest list. The MARINA GUEST CARDS may be obtained at the Main GATEHOUSE or at the Marina Mussel Inspection Kiosk (when open). The return of the MARINA GUEST CARD is the responsibility of the MEMBER or TENANT. If the MARINA GUEST CARD is not returned to the Main GATEHOUSE by the due date, a fine may be imposed.

Marina Temporary Access Cards include Guest Cards and Water Rights Cards. Marina Temporary Access Cards are intended as an interim means to access the Marina gate. The Marina Temporary Access Cards may be obtained at the Member Services Office or at the Marina Mussel Inspection Kiosk (when open). Temporary Access Cards MUST be returned at the Member Services Office during business hours or left within the afterhours drop boxes which are located outside the Member Services Office and at the Main Gate. The return of the Marina Temporary Access Cards and Water Rights Cards is the responsibility of the MEMBER or TENANT. If the Marina Temporary Access Card or Water Rights Cards are not returned to the Heritage Ranch Owners Association by the due date, the cards will be deactivated and a fine will be imposed.

5.03.12 Mussel Self-Inspector Requirements

San Luis Obispo County currently prohibits the ASSOCIATION from adding to our roster of mussel self-inspectors. Existing self-inspectors must complete the following steps to retain the right to be a certified mussel self-inspector.

1. Attend mandatory training as defined by San Luis Obispo County and the Association.
2. Volunteer either four (4) hours during the peak season OR pay \$25 annually
3. Each mussel inspector in compliance with all mussel inspection rules.

Noncompliance with these requirements will result the suspension of self-inspection privileges for one year for the first offense. A permanent revocation of self-inspector privileges will be imposed by the Association for any subsequent noncompliance.

5.04 Swimming Pools

No lifeguards are provided. A pool attendant is on duty while the pools are open. Opening and closing seasons are determined by weather conditions. All persons using the pools must observe all posted rules.

All persons using the pools shall comply with any instruction of the pool attendant.

Children under age fourteen (14) must be accompanied by an adult who is twenty-one (21) years or older, at all times. Pool attendants may require a photo ID as proof of age or Association membership. A state or student ID or a photograph of a photo identification card will be accepted as proof of age. An Association Identification Card or photo of one will serve as proof of membership.

- No person may use the pool unless it is officially open, and the Pool Attendants are on duty.
- Admission to the pool can be refused to any person having a skin disease, sore or inflamed eyes, cold, nasal or ear discharge, or any communicable disease.
- Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted in the pool.
- No running or rough play.
- No water games, unless the pool is relatively empty. USE YOUR JUDGEMENT and show consistency. Only pool toys are allowed in the pools.
- No smoking or vaping around the pool.
- Food and drinks must be kept outside pool gate, except for plastic water containers.
- No flips, diving, back dives, back flips, twisting, spinning, or jumping off backwards from the pool deck.
- No chewing gum in or around the pool area.
- No shoulder or back carries. No diving or flips off the shoulders in the pool.
- Only pool employees may use pool equipment.
- No foul language of any type will be tolerated.
- No glass containers in the pool area.
- Swimsuits required. NO CUTOFFS.
- No littering in or around the pool area.
- No alcohol in or around the premises.
- No animals in the pool area.
- No bicycles or skateboards of any kind allowed on the pool deck.
- Children under the age of 14 must be accompanied by an adult 21 or older.
- Adults are responsible for their children.
- Patrons should shower before entering pool.
- No one is allowed on the handrails or the fences.
- Capacity (Small Pool: 25 / Large Pool: 65)
- Swim diapers are required for babies, infants and small children using the pool.

5.05 Tennis, Basketball and Pickleball Courts

All persons using the tennis, basketball, and pickleball courts must observe all posted rules.

The tennis courts at Equestrian Park may be used daily from 6:00 a.m. to 10:00 p.m. The courts are locked at dusk each night, but a key is available at the Main Gate **HOUSE** for evening use.

The basketball court at Heritage Park may be used daily from 6:00 a.m. to dusk. The basketball court is locked at dusk each night.

To protect from misuse and vandalism, the pickleball courts may be locked during the day when not in use. Contact the **ASSOCIATION'S** Member Services Office or Main Gate **HOUSE** for the combination.

- Tennis shoes must be worn on the courts at all times.
- Children under age twelve (12) must be accompanied by an adult at all times.
- No glass bottles or containers, alcohol or food, are permitted on the courts.
- No persons, except those actually playing tennis, basketball or pickleball, are allowed on the courts.
- No metal chairs, or bicycles, skateboards, roller skates, roller blades, etc. are allowed on the courts at any time.
- No pets are allowed on the courts at any time.

5.06 Parks and Play Areas

All persons using the parks and play areas must observe all posted rules.

- Children under age twelve (12) must be accompanied by an adult at all times.
- No glass bottles or containers, alcohol or food, are permitted in the play areas.
- Use of the parks and the play areas is on a first-come basis. Any tent, canopy, or other temporary structure must be removed daily.
- No bicycles, skateboards, roller skates, roller blades, etc. are allowed on any concrete areas.
- No pets are allowed in the play areas.

5.07 Amenities to Rent

This section provides information related to Amenities that are available for rent to Members (without Tenants) and Tenants in good standing. Noncompliance with any of the provisions of the Membership Handbook – Rules and Regulations is subject to a citation and fine as determined by the Board of Directors. Subsequent citations for the same infraction may be issued to gain compliance. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

Boat Slips, Campsites, Party Docks and the Recreation Barn may be reserved up to, but not more than, 30 days prior to the reservation date and in accordance with the guidelines below.

Reservation forms and information are available at www.hroa.us and may be submitted to the Member Services Office in person, via email to office@hroa.us or by FAX to 805-238-3430.

5.07.01 Equestrian Center – Rentals

Leased space in the Equestrian Center is available to PRIMARY MEMBERS (without Tenants), CO-MEMBERS and TENANTS (who provide a letter of acknowledgment from the property owner) in good standing.

The Equestrian Center Operating Rules are located in Section 6 of the Membership Handbook – Rules and Regulations.

Propose to MODIFY: 5.07.02-Floating Boat Slips and Docks – Leasing and Rentals

Proposed by: Member Services

Purpose: Align boat slip and dock lease/rental information and requirements with current policies and practices.

5.07.02 Floating Boat Slips and Docks – Leasing and Rental Boat Slips (80) / By Lease Agreement:

Use of the 80, long-term lease, boat slips is available for PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS in good standing (and their GUESTS) by lease agreement only. Lease agreements for the 80 boat slips are handled through the **ASSOCIATION'S** MEMBER SERVICES OFFICE. Each lessee must maintain a current vessel registration, certificate of personal liability (homeowners) insurance, provide a security deposit and pay an annual usage fee to the ASSOCIATION. A copy of the most recent lease agreement is available for review at the **ASSOCIATION'S** MEMBER SERVICES OFFICE. **All vessels moored on property owned or controlled by HROA must have a current HROA Mussel Inspection. Reference Section 5.03.09 – Mussel Inspections.**

Sub-leasing of boat slips is not permitted under any circumstances.

The SLIP may be used only by LESSEE and his/her/their guests. HROA shall be notified in advance by the LESSEE in writing that authorization has been granted for use of the SLIP by a person other than the LESSEE and the dates provided for said use by other than the LESSEE. The LESSEE is responsible for the conduct of said individual, who is required to register with HROA prior to use of said SLIP, which includes providing proof of insurance, the state watercraft registration number (in CA, this is the “CF” number), and payment of a fee to HROA as determined by the HROA Board of Directors.

~~**Only vessels registered to the boat slip lessee, and insured by the boat slip lessee, can be docked in the leased boat slip.**~~

~~**Guests who use a leased slip must register with the ASSOCIATION'S MEMBER SERVICES OFFICE and there is a nominal processing fee.**~~

Leased boat slips are non-transferrable and do not convey to a different OWNER, or TENANT when a lot/property sells.

When there is a waiting list you must fill out an application form and will then be placed in the next spot on the list. When contacted that a space is available you have forty-eight (48) hours to confirm your spot, or you will be placed at the bottom of the waiting list. (Waiting lists are posted on the ASSOCIATION website under 'GENERAL INFORMATION'.) Only one (1) boat slip or one (1) party dock may be reserved at any one time per lot **PRIMARY MEMBER/CO-MEMBER/TENANT. Long-term boat slip lessees may not rent short-term slips or docks.**

Boat Slips (20) and Party Docks (2) / By Short-term Rental Agreement: Use of the 20 boat slips ~~and the two (2) party docks~~ is available for PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS (and their GUESTS) in good standing for short-term rental. Rental agreements are handled through the **ASSOCIATION'S MEMBER SERVICES OFFICE**. Rental durations are determined by the Board of Directors **with recommendations from the Marina Committee. All vessels moored on property owned or controlled by HROA must have a current HROA Mussel Inspection. Reference Section 5.03.09 – Mussel Inspections.**

~~Three (3) slips may be reserved for no more than one (1) week. The remaining slips and the party docks may be reserved either by first come, first served or by a drawing.~~

~~A usage fee, along with a security deposit must be paid to the ASSOCIATION. In addition, current vessel registration(s) and a certificate of personal liability insurance on a homeowners or umbrella policy (not a boating policy) must be provided.~~

~~The PRIMARY MEMBER (without TENANTS), CO-MEMBER, or TENANT must make the reservation including payment in advance, no later than seven (7) days and no earlier than thirty (30) days prior to the first date of reservation, at the ASSOCIATION'S MEMBER SERVICES OFFICE. (Any reservation made by mail is considered received at the time of delivery or at the start of business the next day after any weekend or holiday.) Openings due to last minute cancellations will be processed through the Main GATEHOUSE on a first come, first served basis. Only one (1) boat slip or one (1) party dock per Association unit MEMBER/TENANT may be reserved at any one time.~~

- **All slip rentals start on a Tuesday at 8:00 a.m. and end on a Monday at 8:00 p.m. Those exiting slips must return the keys to the Member Services Office or the Main Gate by Monday at 8:00 p.m.**
- **17 of the 20 rental boat slips are reserved by lottery for both Peak and Off Season rental. If any of the seventeen (17) slips are not filled by the current lottery, they may be released for weekly rentals only.**

- Peak Season lotteries are for 4-week periods. Those wishing to enter for a consecutive 4-week period will be added to a secondary lottery. This lottery is held if slips are still available after the primary lottery. If slips are still available after the secondary lottery, they will return to weekly rentals for that 4-week lottery period only.
- The Off Season lottery rentals run from the first Tuesday in October through the Monday prior to Memorial Weekend.
- All lottery winners must respond within 24 hours of notification with payment and insurance. Failure to respond will result in offering the rental slip to the next alternate.
- Three (3) slips are held year-round for weekly rental only. If available at the end of the rental week (Monday), the slip may be rented for an additional week by contacting the Member Services Office.
- A usage fee and security deposit must be paid to the ASSOCIATION. In addition, a certificate of personal liability insurance on a homeowners or umbrella policy (not a boater's insurance policy) in the amount required by Monterey County must be provided.
- The PRIMARY MEMBER (without TENANTS), CO-MEMBER, or TENANT must make the reservation for a weekly rental, including payment in advance, no earlier than thirty (30) days prior to the first date of reservation at the MEMBER SERVICES OFFICE.
- Only one (1) boat slip or one (1) party dock per ASSOCIATION MEMBER or TENANT may be reserved at any one time. A MEMBER or TENANT may enter the lottery while currently occupying a short-term slip or dock. If selected, they must relinquish the weekly rental slip or dock to enter a lottery slip. Long-term boat slip lessees may not rent short-term slips or docks.
- Any GUEST who is deemed to be a nuisance or threat will be asked to leave the boat slip and the community. All usage fees paid will be forfeited, and all parties associated with that GUEST will be asked to leave. If any GUEST is deemed a threat, law enforcement will also be contacted to ensure that all parties involved leave the campground and the community immediately.

Party Dock – Rentals

Use of a Party Dock is available for PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS (and their GUESTS) in good standing for short-term rental. Rental agreements are handled through the MEMBER SERVICES OFFICE. Rental durations are determined by the Board of Directors with recommendations from the Marina Committee. Only one (1) boat slip or one (1) party dock per ASSOCIATION MEMBER or TENANT may be reserved at any one time.

- All vessels moored on property owned or controlled by HROA must have a current HROA Mussel Inspection. Reference Section 5.03.09 – Mussel Inspections.
- Party Docks may be rented either for one week maximum or at a daily rate with a minimum of three (3) days. If available at the end of the rental week (Monday), the dock may be rented for an additional week by contacting the Member Services Office.
- During Peak Season, a Party Dock will be available to rent by lottery only for major holiday weeks and other peak weeks as defined.

Any GUEST who is deemed to be a nuisance or threat will be asked to leave the boat slip and the community. All usage fees paid will be forfeited, and all parties associated with that GUEST will be asked to leave. If any GUEST is deemed a threat, law enforcement will also be contacted to ensure that all parties involved leave the campground and the community immediately.

5.07.04 Recreation Barn – Rentals

PRIMARY MEMBERS (without TENANTS), CO-MEMBERS and TENANTS in good standing may request to reserve the Recreation Barn (with or without the kitchen) for private, non-commercial use. Non-commercial use is defined to mean that no individual shall charge a fee or use the Recreation Barn to generate revenue.

The ASSOCIATION'S MEMBER SERVICES OFFICE maintains a reservation calendar which records all authorized reservation dates. Special arrangements can be made to set up prior to the event if no conflict exists.

The reservation is not valid until the usage fee and a refundable cleaning / damage deposit, along with both the application form and use permit form are completed and provided to the ASSOCIATION'S MEMBER SERVICES OFFICE.

Propose to MODIFY 5.07.06 Youth Livestock Center – Rentals, Rules and Requirements

Proposed by: Board of Directors

Purpose:

1. **Align with current policies and practices including the Youth Livestock Center Pen Lease and Boarding Agreement**
2. **Clarify Livestock Center Rule #19 to include that bicycle riding is prohibited in the Livestock Center and the Equestrian Center.**

5.07.06 Youth Livestock Center – Rentals, Rules and Requirements

This Section provides information related to the Youth Livestock Center use by members in good standing. A violation of any of the provisions in this Section is subject to a citation and fine as determined by the Board of Directors. Subsequent citations for the same infraction may be issued to

gain compliance. Please refer to the SCHEDULE OF MONETARY PENALTIES by numbered subject matter. Noncompliance matters must be resolved and payments on account must be kept current to ensure members remain in good standing and to retain membership privileges.

“LESSEE” is defined as the primary HROA MEMBER or properly registered, primary TENANT occupying a residential address within the HROA community. All LESSEES must be over the age of 18 and have the legal authorization to execute an agreement between themselves and HROA. There is only one (1) primary MEMBER or one (1) primary TENANT permitted to be a LESSEE per HROA residential address. Designated Residents are prohibited from being a LESSEE or signing a Lease Agreement with HROA representing any residential HROA address.

- 1. Description of Property to be Rented. HROA will lease to LESSEE one PEN designed to accommodate one (1) show market lamb, one (1) goat, or (1) hog/swine. Each LESSEE is allowed a maximum of two (2) pens at any time.**
- 2. Rent. All leases are a month-to-month lease (January 1 – August 30) for the current year’s 4H and Future Farmers of America (FFA) Fair season only. Payments are due in January of each show year or the date the show animal is placed in the leased PEN. Effective January 1 each year, the PEN lease fee is per month, per show animal, and established per the HROA Schedule of Fees. The total show season lease fees per PEN are to be paid at time of signed lease.**

LESSEE shall be required to provide HROA with thirty (30) days’ written notice of their intention to vacate the assigned PEN(S) if a refund is requested.

- 3. Individuals Authorized to Use PEN. The PEN will be used only by LESSEE.**

All Youth Livestock Center LESSEES must remain in good standing with the Association in order to use the Youth Livestock Center.

- 4. Indemnification of HROA. LESSEE agrees to indemnify, defend and hold harmless HROA from any liability arising before termination of this AGREEMENT for personal injuries or property damage caused by the negligent, willful, or intentional conduct of LESSEE or his/her/their guests or whenever immediate physical action is required by any HROA representative to prevent further damage to either personal property or the environment as outlined in the Membership Handbook – Rules and Regulations. LESSEE agrees that HROA shall not be liable to LESSEE for any loss of or damage to the animal(s) by any cause whatsoever, including but not limited to fire, theft, vandalism, predators, escape of the animal(s) or natural disaster unless found negligent.**
- 5. Assignment and Subletting. All PEN assignments are based on the available PENS at the time the agreement is executed. The Member Services office is**

solely responsible for all PEN assignments. Improved pens from the previous season are assigned with right of first refusal by the previous LESSEE that made the improvements.

LESSEE may not sublet the PEN under any circumstances.

6. Use of Premises. The PEN is rented to LESSEE for personal show animal purposes only and may not be used by LESSEE for any commercial, private breeding or other purpose.

Virtual shows are permitted if they occur within the January 1 – August 30 timeframe designated within the AGREEMENT and if they are officially organized by a State certified, County of San Luis Obispo 4H or FFA program.

7. LESSEE Obligations. LESSEE agrees to perform the following obligations:

A. To comply with ALL rules and regulations of HROA pertaining to Common Areas and Amenities including those addressed by the CC&Rs and the Membership Handbook – Rules and Regulations and comply with all posted Equestrian Center and Youth Livestock Center rules.

B. To provide HROA with proof of homeowner's insurance or an umbrella policy with minimum coverage in an amount designated by the Board of Directors in personal liability and property damage and must also name "Heritage Ranch Owners Association" as "certificate holder."

C. To maintain current membership in a State certified, San Luis Obispo County 4H or FFA program, with a designated program leader.

D. To keep only authorized show animal(s) in each PEN. Only Market animals are allowed in the Youth Livestock Center. Breeding animals are strictly forbidden. Authorized show animals include: sheep, goats, and swine. LESSEE shall provide the Association with the identification information for each animal (Scrapie ear tags for sheep and goats, photo showing swine ear notching).

E. To refrain from destroying, defacing, damaging, impairing or removing any HROA property or equipment in the Youth Livestock Center or permitting any person to commit such acts.

F. LESSEE may not disturb, annoy, endanger, or interfere with other PEN LESSEEs or his/her/their guests.

G. LESSEE may not use the PEN for any unlawful purpose, violate any law or ordinance, or commit waste or nuisance in connection with his/her/their use of the PEN.

- H. LESSEE shall refrain from leaving personal property or tack, etc. near the PEN unattended, and shall refrain from obstructing Common Areas and roadways.
 - I. LESSEE shall not alter the PEN or Common Areas in any way without expressed prior approval from HROA Management or its designated representative.
 - J. LESSEE shall remove all items from the leased PEN when the current show season has concluded, or August 30 of each year at the latest, when the lease is terminated and will be held financially responsible for payment of demolition or trash removal of any kind. Any items left after thirty (30) days will have a zero value and may be kept or disposed of by HROA.
 - K. To remove the show animal(s) from the PEN when requested by HROA for maintenance, operations or safety.
 - L. If repairs or upgrades are necessary, the LESSEE shall inform HROA of the need for such repairs or upgrades via a written form available at the HROA Member Services Office. No repair or upgrades may be completed without prior approval of the Association.
8. Early Termination by HROA. In the event that any of the following occurs, it shall be cause for immediate termination of this AGREEMENT by HROA at which time LESSEE shall not be entitled to any refund.
- A. LESSEE neglects or mistreats any animal at the Youth Livestock Center or the Equestrian Center, including not providing adequate food, water or medical care for their animal.
 - B. LESSEE fails to remain compliant with the Membership Handbook - Rules and Regulations and all HROA governing documents.
 - C. LESSEE fails to make any payment for the leased PEN.
 - D. LESSEE fails to maintain their good standing with HROA for any thirty (30) day period.
 - E. LESSEE's insurance coverage is lapsed or cancelled due to nonpayment by LESSEE.
 - F. LESSEE's insurance coverage is cancelled due to other than nonpayment; and LESSEE fails to cure within thirty (30) days.
 - G. LESSEE is no longer an owner or tenant associated with HROA.

- H. LESSEE fails to register show animal(s) located in a PEN with HROA within five (5) days of written notice by HROA by warning, citation or letter.
 - I. LESSEE fails to register show animal(s) and provide HROA with current insurance certificates.
 - J. LESSEE fails to remain a member in good standing with a State certified San Luis Obispo County 4H or FFA program.
9. Registration of Show Animal(s): LESSEE shall submit a Youth Livestock Center Information Form to HROA for all animals held in LESSEE's name that will reside in the PEN. This information must be kept current. All livestock changes must be preapproved by the Association prior to any modifications. Failure to do so will cause immediate termination of privileges in the Youth Livestock Center.
- 1. ~~Animals to be housed will be defined as show market lambs, goats and swine only. Show breeding lambs and goats for the purpose of showing at California Junior Livestock Association (CJLA) and CA Mid-State Breeding shows are allowed up to their yearling age. No reproductive livestock will be allowed on the grounds. Market animals are to be housed for the current CJLA and Fair season only.~~
 - 2. ~~Animal Owner/Member ("Owner") is responsible to maintain their space and to provide necessary food, water and care to their animal(s).~~
 - 3. ~~Owner is allowed a maximum of two (2) pens. Each pen may have a maximum of three (3) animals, with the number of animals allowed determined by the Project Leader.~~
 - 4. ~~Owner agrees to indemnify and hold HROA harmless from all liability for any and all loss, damage or injury to person, animals or property arising from or related to the boarding of said animals at the HROA Livestock Center. Owner agrees that HROA shall not be liable for any loss of or damage to the animal(s) by any cause whatsoever, including but not limited to fire, theft, predators or escape of the animal(s).~~
 - 5. ~~Owner agrees to provide HROA with evidence of personal liability insurance issued for an amount to be determined by the Board of Directors.~~
 - 6. ~~Owner agrees to keep all approved Livestock Center animals away from, and not interfere with, any of the horses, horse paddocks and riding arenas at the Heritage Ranch Equestrian Center.~~

7. Owner hereby acknowledges that they have read and received a copy of this document, the Heritage Ranch Livestock Center Rules, and the Equestrian Center Rules. Furthermore, owner agrees to abide by all rules, as outlined, in both the Heritage Ranch Livestock Center Rules, and the Equestrian Center Rules.
8. Owner will pay HROA a fee per stall per month for water. Payment in full for the current fair season boarding must accompany a signed Livestock Center Waiver Agreement, Heritage Ranch Livestock Center Area Rules and proof of insurance prior to any animal being brought into the Livestock Center.
9. Owner agrees that failure to properly complete, sign and/or abide by the terms of this agreement will result in the immediate termination of privileges. Upon termination of privileges, the owner will be required to remove the animal(s) within three (3) days of written notice. If privileges are terminated, owner will not be allowed to return for the current CJLA or Fair season and will be subject to review by the HROA Board of Directors for return the following season.

The Youth Livestock Center Rules

1. The maximum speed limit is 5 mph at all times for all vehicles.
2. Walk; do not run, in the both the Livestock Center and the Equestrian Center.
3. All gates are to be kept closed at ALL TIMES.
4. Do not feed another member's animals unless you have been expressly asked by the owner to care for them.
5. When using equipment, clean it and return it back to the tool area.
6. Pens are to be cleaned daily.
7. Manure should be disposed of only in the pit located directly outside of the livestock area. Do not dump manure anywhere else.
8. Individual tack stalls are prohibited.
9. Empty wheelbarrows immediately after using them.
10. Respect other member's space and equipment.
11. All animals must remain in their pens when the owner is not present.
12. Only authorized animals are allowed in the livestock area.
13. Clean the Common Areas of your animal's droppings.
14. Turn off water hoses and roll them up after use.
15. Wash your animal in the wash rack area. Clean the wash rack after you use it.
16. A responsible adult must be present any time youth activity is taking place including but not limited to, when friends/guests are visiting. Guests are considered the responsibility of the owner and are required to follow the rules at all times. Failure to do so may result in the owner's privileges being revoked.
17. Contact the HROA office and your Club Leader immediately if there are any problems with or injury/damage to animals or equipment.

18. Barbeque to be used only under adult supervision.
19. Bicycle riding is prohibited **in the Livestock Center and the Equestrian Center.**
20. Follow all Equestrian Center Rules.

Propose to MODIFY: 5.07.07 – Trails

Proposed by: Member Services

Purpose:

- 1. To add clarification under Assumption of Risk.**
- 2. To add right of way instructions for trails and description for existing Off-Road Operation Section 3.01.09.**

5.07.07 Trails

The ASSOCIATION'S trails are for the exclusive use of the ASSOCIATION'S OWNERS, TENANTS, RESIDENTS and GUESTS.

Assumption of Risk: The ASSOCIATION'S trails are not monitored or actively maintained. As such, owners assume full responsibility for their own safety as well as that of their family members, residents, tenants, and guests and that engaging in recreational activities including hiking and use of the trails is a potentially hazardous activity that may lead to injury **and/or death**. Owners, tenants, residents and guests acknowledge that their use of the trails is a voluntary and recreational activity, and they are informed of the risks. Their use of the trail system is done with an assumption of the risks that arise from such recreational activities.

Appropriate Attire: Appropriate attire including footwear should be worn on the ASSOCIATION'S trails.

Damage: Trails users must remain on any marked paths in order to avoid damaging the flora and fauna. Conduct that damages the flora and fauna in and adjacent to the ASSOCIATION'S trails is prohibited and the ASSOCIATION reserves the right to seek recovery for such damages from the responsible owner as permitted by the governing documents.

Mountain Bikers Operating Requirements and Right of Way: Operators of mountain bikes are required to have basic operational safety equipment and yield the right of way to everyone else on the trail because these conveyances are faster and easier to maneuver than a horse or someone on foot. Bikers should pass on the left and shout, "On your left" before overtaking someone else on the trail so that they know a bike or cycle is coming. Bikers traveling downhill should yield to all riders headed uphill unless the trail is designated one-way or downhill-only traffic. Bikers should keep their speed in check and use a bike bell at blind corners to announce their presence to other trail users. Reference 3.01.04 - Golf Carts, Bicycles and Electric Bikes (eBikes) - Vehicle Equipment and Operability.

Motorized Vehicle, eBike and Golf Cart use on all trails is prohibited at all times. See Section 3.01.09 – Off Road Operation.

5.08.01 Amenities Defined

All Association Amenities and Common Areas are for the use and enjoyment by all Association PRIMARY MEMBERS (without TENANTS), CO-MEMBERS, TENANTS and RESIDENTS providing The PRIMARY MEMBERS (without TENANTS), CO-MEMBERS, TENANTS and RESIDENTS are in good standing with the Association and with no revocation in effect. All fees, applications, deposits and other requirements have been fulfilled.

Amenities provided by the Association include, but are not limited to:

- Marina, to include the launch ramp, boat slips, courtesy dock, shoreline, party docks, upper and lower parking lots.
- Campgrounds
- Dog Park
- Swimming Pools
- Tennis, Basketball and Pickleball Courts
- Playgrounds
- Facilities to Rent or Lease, to include Equestrian Center, Recreation Barn, Livestock Center

5.09 Surface Water Responsibility and Slope Maintenance

Substantial precipitation over an undefined period of time may cause surface water to flow upon the land of unimproved and improved lots within a tract and may cause substantial damage.

The ASSOCIATION assumes no responsibility to maintain and/or repair land not included as Common Area of the ASSOCIATION, lands and /or easements which have not been dedicated and accepted by the ASSOCIATION, and/or any improvements on said property which surface water may be naturally or artificially diverted.

Homeowners are responsible to ensure that surface water emanating from their property is properly managed to ensure it does not damage Common Areas, easements and/or private property. They are also responsible to ensure that slopes and landscaping on their property are installed and maintained in such a way as to prevent erosion or drainage damage to any Common Areas, easements and or private property.

Homeowners are required to sign a Surface Water Responsibility Agreement prior to receiving their member identification cards to ensure that these responsibilities are understood.



6. Equestrian Center Operating Rules

Everyone who enjoys the privilege of using the Heritage Ranch Owners Association Equestrian Center (“Equestrian Center”) is expected to conduct themselves with courtesy and good sportsmanship at all times. With that in mind, the following rules are intended to ensure the safe and enjoyable use of the Equestrian Center for everyone. Please familiarize yourself with the following rules, keeping in mind that common sense and concern for the welfare of horses and individuals at the Equestrian Center should always prevail.

Leased space in the Equestrian Center is available to Primary Members (without Tenants), Co-Members and Tenants (who provide a letter of acknowledgment from the property owner). Upon leasing a space, the lessee (“Boarder”) is responsible for their own actions as well as those of their Guests and family members. Noncompliance matters must be resolved in a timely manner and payments on account must be kept current to ensure boarders remain in good standing and retain membership privileges.

Anyone who is noncompliant with any of the provisions of the Membership Handbook – Rules and Regulations, including the Equestrian Center Operating Rules, or who shirks their responsibilities as a Boarder or Rider may be subject to a citation and fine to gain compliance. Subsequent citations for the same infraction may be issued. Please refer to the Schedule of Monetary Penalties by numbered subject matter. Repeat non-compliance matters will result in further disciplinary action which may include the loss of membership privileges and/or eviction from the Equestrian Center.

If you have questions or concerns regarding these rules, please contact the Member Services Office at (805) 238-9641 or office@hroa.us.

A. General Rules

1. The Equestrian Center has a zero-tolerance policy for the mistreatment or neglect of any animal. If you witness any animal abuse, please immediately report it to the County of San Luis Obispo Animal Services at 805-781-4400. If the animal mistreatment or neglect is an after-hours emergency and cannot wait to be reported during the next business day, please call 911. Animal Services information can also be found at <https://www.slocounty.ca.gov/Departments/Health-Agency/Animal-Services/Contact-Us.aspx>
2. No improper conduct, obscenities, verbal or physical threats by owners, residents, tenants, family and/or guests will be tolerated. Actions by any person of any nature, particularly in the Common Areas, Amenities, facilities and/or on social media, or towards owners, residents, tenants, family and/or guests, employees, directors and/or service providers which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include noise, intoxication, quarreling, any form of harassment, threats, picketing, fighting, offensive or abusive language or rowdy and mischievous behavior. Abuse of employees or hindering them in the performance of their duties is also prohibited. Non-compliance with these rules will be cited under 2.05.03 Conduct and/or 2.05.05 Disturbing the Peace.
3. If you or your horse are involved in or witness to an accident or injury, please report it as soon as possible to the HROA General Manager or the Ranch Patrol Manager. Always and immediately call 911 if the accident or injury is an emergency situation.
4. Equestrian Center hours are from sunrise to 10:00 p.m. daily. The Equestrian Center is closed to all Boarders, Members, Tenants, Residents, their Guests and their family members between 10:00 p.m. and sunrise. Access for Boarders, their representatives, veterinarians and/or other designated personnel is allowed at any time for medical and other emergencies. Designated HROA staff is also authorized to enter the Equestrian Center at any time to patrol or to attend to maintenance emergencies.
5. All Equestrian Center Boarders, Members and Tenants must remain in good standing with the Association in order to use the Equestrian Center. (See Membership Handbook Section 1, "Purpose of Handbook," for the definition of "good standing")
6. The Equestrian Center is a Common Area Amenity of the Heritage Ranch Owners Association and as such is subject to ALL rules and regulations of the ASSOCIATION pertaining to Common Areas and Amenities. In addition, all persons present at the Equestrian Center must observe all posted rules.
7. The Equestrian Center shall have no more horses than are specified in the Equestrian Center Master Plan as adopted by the HROA Board of Directors. There shall be no more than four (4) paddock spaces (four horses) allowed per boarder. When there is a waiting list, two (2) paddock spaces will be the maximum allowed to be reserved by a boarder.
8. Children under the age of 14 must be accompanied by a responsible adult at all times.

9. Stallions (unneutered males one year of age or older) are not permitted at the Equestrian Center.
10. Do not feed any horse without the horse owners' prior permission.
11. Do not enter any paddock or shed without the horse owners' prior permission.
12. Do not touch any horse, paddock or belongings without the horse owners' prior permission.
13. Appropriate footwear (i.e. closed shoes) must be worn at all times within the Equestrian Center, even if not riding or handling a horse.
14. No illegal drug use is allowed on Heritage Ranch property at any time, including the Equestrian Center. No handling of any horse while under the influence of alcohol or other drugs is permitted. Anyone suspecting another member of impairment should immediately contact the San Luis Obispo Sheriff's Office.
15. Smoking is prohibited in the Equestrian Center area and in/near the barn.
16. No domestic pets (other than leashed dogs) are allowed in the Equestrian Center. Unleashed dogs are prohibited at all times. Dogs are prohibited at all times from turnouts, the hot walker enclosure, round pens, large arena, pasture or wooden box stalls.
17. Climbing on corrals, paddocks or equipment anywhere in the Equestrian Center is prohibited.
18. Any item that could reasonably spook or scare a horse is not allowed in the paddock areas or around the arenas. Such items include, but are not limited to, balloons, firecrackers, and other loud noise-making devices.
19. For safety reasons, horses are not allowed in close proximity to the Recreation Barn, in the Maintenance area, at the Marina or Campground or in any Heritage Ranch Park area.
20. Horses are only allowed to be tied in cross ties or at hitching rails. Horses may not be left unattended when not in their own paddocks.
21. Untethered horses and horseback riding in the hot walker enclosure are prohibited. If horses are waiting, time on the hot walker is limited to twenty (20) minutes.
22. Wash rack use is strictly for the Equestrian Center Boarders, their Guests, and guest horses that pay the nightly guest rate fee.
23. Turnouts are permitted in the two, fenced pens near Equestrian Road and are first come/first served. The time in each turnout shall not exceed twenty (20) minutes if another horse is waiting, and one (1) hour total per day.
24. Turnouts into the arena are only allowed for up to twenty (20) minutes and require direct supervision. Riding in the arena takes precedence over turnouts; therefore, you must remove your horse promptly if a rider is waiting for use of the arena.
25. Horse feeding is prohibited in any Common Area including shared spaces at the Equestrian Center or such as turnouts, pastures, the arena or the hot walker.
26. The round pens and hot walker are only available to Equestrian Center Boarders and their Guests over the age of 18.

27. Lunging is only allowed in the arena and in round pens. A person wishing to lunge a horse in the arena while someone is riding should obtain the consent of the rider before proceeding.

Propose to MODIFY – Item 6.A.28

Proposed by: Ranch Patrol

Purpose: This requirement is to ensure that the Association has access to owner information about trailers that utilize access points, common areas and amenities.

28. Horse trailers may only be parked or stored in areas designated by HROA Management or its designee. One (1) trailer space per Association property unit is allowed. **All horse or livestock transport trailers must have an uncovered license plate.**

29. Through traffic must be maintained on all roadways within the Equestrian Center at all times. Do not block any gate or drive through or limit accessibility of the facilities. No overnight parking of any vehicle or trailer is allowed in the Equestrian Center.

30. The speed limit in the Equestrian Center is 5 miles per hour.

31. Excessive watering in or around paddock areas is prohibited.

Propose to ADD 6.A.32 regarding property damage

Proposed by: Ranch Patrol

Purpose: To ensure timely repairs and assist with any investigation as to cause/responsibility for the damage.

32. Immediately report damage to stalls or any other part of the Equestrian Center to the Member Services Office or the Main Gate.

Propose to ADD 6.A.33 – Bicycle Riding Prohibited

Proposed by: Ranch Patrol

Purpose: This is a longstanding safety practice.

33. Bicycle riding is prohibited in the Equestrian Center and Livestock Center.

B. BOARDER and GUEST RESPONSIBILITIES

1. It is your responsibility to keep your horse under control at all times. Riders must use tack and equipment that allows them reasonable control of their horses. Horses are required to walk in the Equestrian Center from the barn to the south end of the paddocks. Horses may not be tethered or left unattended anywhere outside their paddocks including undeveloped Common Areas, arenas,

pastures, pens or the hot walker.

2. Without exception, and before any horse or personal property or equipment is brought to the Equestrian Center, prospective Boarders must apply to bring a horse to the Association by submitting the following documentation. Please allow at least seven (7) days for review and approval of this application. In addition, all paddock and structure installations or changes must be submitted for review and approval. See Section D for additional information.
 - a. A completed lease agreement
 - b. A completed Equestrian Center Hold Harmless Agreement
 - c. A current certificate of insurance for personal liability in amounts designated by the Board of Directors
 - d. Current vaccination certificates (See Section 6.B.5)
 - e. A signed acknowledgement of receipt and agreement to abide by the Equestrian Center Rules.
 - f. Payment for first month space lease and a security deposit

Propose to MODIFY 6.A.3 relating to Guest Horses

Proposed by: Member Services

Purpose: Update this section to align with the Equestrian Center Lease Agreement and the Guest Horse Application

- ~~3. Guest Horses that are sponsored by Boarders, Members or Tenants are the responsibility of their sponsor.~~
3. Lessee/Boarders, Members or Tenants may sponsor (SPONSOR) Guests and Guest Horses at the Equestrian Center. These guests and horses are the responsibility of the SPONSOR. SPONSORS assume liability, under their own personal insurance, for their guests, guest horses and the behavior and actions of both. The following must be provided prior to Equestrian Center use.
 - a. A completed Equestrian Center ~~Hold Harmless Agreement~~ Guest Horse Application for each guest horse. This document also serves as an acknowledgement of receipt of an agreement to abide by the Equestrian Center Rules.
 - b. ~~A current certificate of insurance for personal liability in amounts~~ A copy of the SPONSOR's current certificate of insurance for a homeowner's or umbrella policy declaring personal liability and property damage coverage in the amount designated by the Board of Directors and "Heritage Ranch Owners Association" as a "certified holder."
 - c. Current vaccination certificates (See Section 6.B.5)
 - ~~d. A signed acknowledgement of receipt of an agreement to abide by the Equestrian Center Rules.~~
 - e. Payment for usage fee for the overnight stay (if applicable)

4. Only approved horses shall be kept at ANY time in the paddocks. Subleasing any paddock is prohibited. Any horse in any other person's paddock MUST have written consent of the paddock owner on file with the Association Member Services Office at all times. If not, the horse MUST be removed from the paddock immediately. Even with consent, there is a two-week maximum stay unless prior approval is obtained from HROA Management or its designee.
5. Equestrian Center occupants are required to maintain current equine vaccinations and to vaccinate their horses for, at a minimum: Tetanus toxoid, Western equine encephalitis (WEE), Eastern equine encephalitis (EEE), West Nile Virus (WNV) and equine influenza (flu) as well as any additional, veterinarian-recommended vaccinations. Rabies vaccinations and worming twice a year are also recommended. Receipts with dates documenting current vaccinations and relevant medical information must be provided to the HROA Office annually.
6. The Equestrian Center must always be able to contact a Boarder or Guest in case of emergency. Each paddock must have a sign identifying the name of horse, the owner's name, member number and phone number, the paddock number and your veterinarian's name and phone number. Contact information must be kept current at all times. If you will be out of town or unavailable by cell phone it is imperative that you leave the name and number of a responsible party with Management before leaving town.
7. It is recommended that Boarders provide a properly fitted halter and lead rope on their paddock gates.
8. Paddock lease payments are due to the Association on the first day of each month. A late fee will be assessed for payments received after the 15th day of any month.
9. Boarders are responsible to provide and portion feed and to give clear, written feeding instructions to the HROA feeders. Any feed stored on the Equestrian Center premises must be stored in a sealed container that is locked or strapped shut to prevent rodents and insects. All containers must have the Boarder's name and paddock number clearly written on them for identification purposes.
10. Paddocks must be installed in accordance with HROA architectural standards for the Equestrian Center (See Section 6.D) and Common Area Amenities. Plans must be reviewed and approved by the HROA Management or its designee and occupied by an approved horse(s) within 30 days of rental unless additional time is approved by HROA Management or its designee. Paddocks left unoccupied for more than 30 days will be forfeited immediately. Once installed, if a paddock is vacant for more than 45 days without written permission from HROA Management or its designee, the paddock and any associated benefits in the Equestrian Center will be forfeited immediately.
11. Equestrian Center Boarders must ensure that all shed structures, paddocks, feed or feed bins, equipment and personal property remain within the boundaries of their rented spaces and do not encroach into any Common Areas.
12. Equestrian Center Boarders must keep all shed structures properly maintained at all times and in approved locations. Unsightly conditions in areas in and

around paddocks and structures such as overgrown or dead vegetation, accumulation of items, animal waste, stored items, trash/garbage/rubbish, unmounted campers/camper shells and unsightly structural conditions are prohibited (See Section 4.05).

13. Boarders and Guests must keep paddocks, sheds, internal structures and adjacent Common Areas neat, clean and sanitary including manure pick up and raking of urine. When you are done grooming, washing your horse, or using common turn-out areas, please remove all manure, hoof pickings and loose hair and dispose of them in designated areas. Dump manure to the back of the pit.
14. Boarders and Guests are responsible to put away tack, manure forks and all other equipment in designated areas when they are finished using them.
15. All Guests using the large arena must be supervised by an Equestrian Center Boarder, Member or Tenant.
16. The Equestrian Center is not responsible for lost or stolen property. You are responsible for storing and securing your own equipment, and Management recommends that any valuable equipment should be taken home at night and not be stored at the Center.

C. RIDER RESPONSIBILITIES

1. HROA Management may deny the use of any arena, pen, paddock or pasture at Management's sole discretion. Entry is prohibited when an area is closed due to maintenance, or during inclement weather or other conditions deemed unsafe by the Management or its designee. Areas will be reopened only when footing and base will not be damaged by equestrian activity and/or when it is deemed safe.
2. If your horse becomes unmanageable you are required to leave a busy arena.
3. All riders must wear proper attire at all times, including closed-toe footwear with a heel. All riders under the age of 18 must wear a properly fitted riding helmet at all times while on horseback. When jumping in the arena area, all riders, regardless of age, must wear a properly fitted riding helmet and boots.
4. Riders under the age of 18 are not permitted to jump anywhere at the Equestrian Center unless under supervision by a parent or guardian.
5. Please treat other riders with consideration and observe all customary arena traffic rules, including passing left-shoulder to left-shoulder when riding in opposite directions and passing on the inside when riding in the same direction. Maintain a safe distance between your horse and other horses.
6. Riders bringing additional equipment in the arena, other than what may already be set up, such as barrels or poles must remove equipment from the arena and store it in designated areas after use. If there are riders already in the arena, please ask them before setting up equipment.
7. The Equestrian Center arena may be used by Equestrian Center Boarders and their approved Guests. Prior approval from Management or its designee is required for arena use by Members, Tenants and Guests that are not affiliated with Equestrian Center Boarders.

D. EQUESTRIAN CENTER PROPERTY MAINTENANCE, IMPROVEMENTS OR CHANGES

Prior to initiating any improvements, all Equestrian Center paddock, structure and improvement projects must be submitted to the HROA Architectural and Environmental Control Committee (AECC) for project review and approval. Project applications may be requested from the Member Services Office at 805-238-9641 or by emailing aec@hroa.us. A plot plan must also be included with the application. There is no charge for applying and obtaining approval. The Association/AECC will provide a decision within thirty (30) days of receipt of the application. ALL improvements will require a final inspection and sign-off by HROA Management or its designee.

WORK THAT REQUIRES APPROVAL

1. Any improvement or change on Equestrian Center property, and the proposed location thereof is subject to prior approval in advance of the work being done. The type of projects that need approval by HROA Management or its designee include, but are not limited to:
 - Any and all installations of -- Storage Buildings (Sheds), Paddocks (Stalls) and Storage Containers
 - Any and all alterations including such things as - re-paints, re-roofs, replacements or repairs
 - Any and all relocations
 - Any and all demolitions

ARCHITECTURAL GUIDELINES FOR PADDOCKS AND STRUCTURES

2. Paddocks are to be set up in conformity with HROA and the Equestrian Center standards, at the owner's expense. The required size for each paddock is 24' x 48' and must be made from heavy gauge, 4 rail round galvanized pipe panels, no shorter than 12' in length. Portable panels are not permitted.
3. A buffer zone of 3' of Common Area is to be maintained between all paddocks. (Exception: If two or more paddocks are adjoined, the required 3' buffer zone shall be incorporated equally into the buffer zone on either side of the adjoined paddocks.)

Propose to MODIFY: 6.D.4 Architectural Guidelines for Paddocks and Structures

Proposed by: Member Services

Purpose: To reflect current practice

4. Each 24' x 48' paddock shall accommodate no more than one horse **or two**

mini horses. (Exception: Mare with foal under 9 months of age).

5. Any final paddock area must include an approved 8' x 12' pre-manufactured tan metal shelter. Galvanized metal is also permissible if painted a pre-approved tan color. No plastic or wooden structures are allowed inside any paddock, and no tarps or cloth covers are permitted to be used as a shelter roof or sidewall. All shelters must be pre-approved by HROA Management or its designee as part of the original paddock set-up.
6. Paddocks shall have a water trough and feeder.
7. Any shed placed in the Equestrian Center must have prior written approval from HROA Management, its designee and/or the AECC. Each paddock space is permitted one (1) shed space. Location, size materials, and color of each shed are determined by HROA Management or its designee and the Master Plan located in the bulletin boards at the Equestrian Center. Any sheds erected on another Boarder's assigned space must be removed within 30 days.
 - Sheds must be located immediately adjacent to and not more than 5' from the paddock unless otherwise authorized by Management, its designee.
 - Sheds must fit in the area designated, and in no case may any structure exceed 12' in height or 140 overall square feet.
 - Wooden structures are allowed in the Equestrian Center subject to uniformity and damage that may be caused by horses.
 - Approved colors will be in the muted earth tone palate.
8. No hazardous equipment or materials are allowed in or around the paddock areas. Each paddock and shed area is to be kept clean and free from any building supplies such as galvanized panels, spare materials for use in the repair or replacement of the paddock, or any other items not directly used for the everyday care of the horse(s).

RED TAG INSTRUCTION SHEET

Effective July 1, 2021

(No Changes Except the Effective Date)

It is Ranch Patrol's responsibility to ensure recreational equipment is legally parked or stored on the private lots and roadways in each tract. The definition of recreational equipment includes: campers, motor homes, vessels and trailers. The definition of parking means: 72 hours or less without leaving the lot or road easement. The definition of storing means: any recreational vehicle left for more than 72 hours without leaving the private lot or road easement. For more information, please refer to the Membership Handbook, Section 3.03 and the individual CC&Rs for each tract.

GROUP #1 = NO RED TAGS REQUIRED

TRACT 424, 446, 447 & 474 – Owners in Tracts 424, 446 & 447 may park and store their recreational equipment, including trailers, in their driveway, under a carport, in the garage in the side yard or in the backyard all year around. (No screening required.)

THE CC&R'S FOR THESE TRACTS WERE AMENDED TO READ AS FOLLOWS:

“Article XI, Section 6... “The parking, storage or keeping of any camper, boat trailer or recreational vehicle upon a lot in these tracts is permitted in a driveway, under a carport, in a garage, a side yard or back yard. Street parking must have a temporary parking permit from the General Manager and must not interfere with emergency vehicles, mail delivery or neighborhood traffic.”

Owners in Tract 447 may park and store their recreational equipment on their lots but must keep five (5) foot clearance from the front property line. Owners in Tract 447 may park their recreational equipment, including trailers, on their lots all year around. (No screening required.)

Owners in Tracts 466 and 720 (“the condominiums”) do not receive Red Tags from HROA. They should work directly with their sub-associations.

GROUP #2 = RED TAGS REQUIRED

TRACTS 452, 693, 721, 1063, 1094 & the 20'S – During the Peak Season (the week before Memorial Day through September 30, the owners may park and store their recreational equipment, including trailers, in their driveway, the off-asphalt portion of the front road easement, carport, garage, or in their side yard or back yard without enforcement.

During the Off-Season (October 1 through the week before Memorial Day weekend), without a red tag, the owners may only park and store their recreational equipment, including trailers, in their carport or garage, or in their side yard or back yard as long as it is screened. With a Red Tag, owners are allowed to park and store their recreational equipment and trailers in their driveway, the off-asphalt portion of the front road easement, or in their side yard or back yard without screening.

For all tracts except Tract 721, recreational equipment is considered to be screened in a side yard or back yard if it is behind a fence (of the maximum height allowed), bushes, etc. regardless

if the upper portion is exposed. For Tract 721 only, a tarp or similar apparatus must be placed over the top of any extruding portion of their recreational equipment to completely screen them from view. THE CC&R's FOR THESE TRACTS READ AS FOLLOWS:

"Article XI, Section 6.... "The parking, storage or keeping of any camper, boat trailer or recreational vehicle upon a lot in this tract is permitted under a carport or in a garage. If parked in a side yard or back yard it must be screened so as not to be visible to the occupants of other lots or streets." **TRACT 475** –During the Peak Season (the week before Memorial Day through September 30), owners in this tract may park and store their recreational equipment, including trailers, in their driveway, the off-asphalt portion of the front road easement, carport, garage, or in their side yard or back yard without enforcement.

During the Off-Season (October 1 through the week before Memorial Day), without a Red Tag, owners may only park and store their recreational equipment, including trailers, in their carport or garage, or in their side yard or back yard. NOTE THAT NO SCREENING OF RECREATIONAL EQUIPMENT IS REQUIRED IN THIS TRACT. With a Red Tag, owners are allowed to park and store their recreational equipment and trailers in their drive way, or the off-asphalt portion of the front road easement.

THE CC&R's FOR THIS TRACT READS AS FOLLOWS:

"Article XI, Section 6.... "The parking, storage or keeping of any camper, boat trailer or recreational vehicle upon a lot in this Tract is permitted under a carport, in a garage, a side yard or back yard. Street parking must have a temporary parking permit from the General Manager and must not interfere with emergency vehicles, mail delivery or neighborhood traffic."

GROUP #3 = NO RED TAGS ALLOWED

TRACTS 1910 & 1990: Owners may park (but not store) their recreational equipment all year around in their driveway. Owners may also park and store their trailers (of any kind) all year around on their lot without jurisdiction from HROA.

Any recreational equipment, except trailers, that is stored within the lot (over 72 hours without leaving the lot) is required to be totally screened from view from the adjoining parcels and all roadways. In these tracts, it will generally require a garage enclosure, or similar structure.

Note that the key word in theses CC&R's is storage as compared to parking. Therefore, if a boat is parked in the driveway or side yard in Tract 1910 for less than 72 hours you shall not cite. After 72 hours it is considered stored and is citable.

THE CC&R's FOR THESE TRACTS READ AS FOLLOWS:

Section 19, 25: "Any boat or recreational vehicle storage within the Lot shall be totally screened from view from adjoining parcels and all streets. This will generally require a garage enclosure integrated into the design of the residence."

RANCH WIDE ROAD EASEMENT: The front off-asphalt portion of the road easement is available for parking (less than 72 hours) and limited storing (utilizing a Red Tag) under the above restrictions by tract. This is not to be confused with the side of off-asphalt road easement for corner lots. The shorter length of the lot is always the front and the longer length of the lot is the side, regardless of where the front door or address is. Since the unpaved portion of the front road easement is to be maintained by the owners it is treated as part of the lot owner's usage in regards to parking and limited storage. The side corner lot easement creates a potential traffic hazard by creating visibility issues. Therefore, regardless if the owner maintains this portion of the road easement, no parking or storing is allowed on any side easement of any corner lot.

GUEST VESSELS: Guest-owned recreational equipment, for which guest watercraft fees have been paid, are treated as if they have been issued a Red Tag.

STREET PARKING: Although not addressed above, there is only one parking provision regarding road way parking (which applies to all tracts) which was enacted for safety purposes which is that all asphalted road ways must maintain a clearance of 20 foot minimum. It has been common practice to treat the asphalted roadway parking identical to private lot parking in regards to issuing of Red Tags, but the 20 foot clearance restriction must also be met. All owners should be reminded of this fact whenever possible.