## Oakridge Estates Community Association

DATE:

11/05/2024

TO:

Oakridge Estates Community Association Homeowners

FROM:

The Board of Directors

RE:

2025 BUDGET

With the fast-approaching fiscal year end of the Oakridge Estates Community Association the Board of Directors reviewed the operating budget with the goal of providing for efficient operations and for funding adequate reserves to meet long-term requirements. As a result of this review, the Board has currently determined that the current level of assessments is sufficient to maintain the financial integrity of your Association. As a result, for the new fiscal year ending 2025 your quarterly assessment will remain at \$120.00.

A new reserve study was prepared to calculate and establish the reserve amounts needed to defray the future repair, replacement or additions to the components that the Association is obligated to maintain. In accordance with California law, the 2025 Assessment and Reserve Funding Disclosure Summary is included in this package. A full copy of the plan is available upon request. At this time, the Board does not anticipate the need for any special assessments in the coming year. Reserves are funded through the regular monthly assessments. Further, the Board has determined not to defer replacement of any major components with a remaining life of 30 years or less.

Enclosed, please find the following items as required by California Civil Code, Sections 4000 to 6150 and your association's governing documents:

- Summary of the Proforma budget for 2025
- Assessment and Reserve Funding Disclosure Summary
- Summary of Association's Reserves and Funding Plan
- Policy for Collection of Delinquent Accounts
- · Notice of Assessments, Foreclosure, and Payment Plans
- Internal Dispute Resolution Procedure
- Alternative Dispute Resolution
- Architectural Submittal and Appeal Process
- Enforcement Policy
- FHA/VA Disclosure
- Insurance Summary
- Opt Out Form
- ACH Form
- Form 4528
- Gateway payment options

Your association currently has a total of \$75,763.77 in actual accumulated reserve funds as of **8/31/2024** the Association does not have any outstanding loans with an original term of more than one year.

## Oakridge Estates Community Association

Please send all official communications to **Taylor Johnston** Property Management Professionals, 515 Marin Avenue #404 Thousand Oaks CA, 91361

Homeowners have the right to submit a secondary address to the Association for notices pursuant to Civil Code Section 4045(b). Such requests must be made in writing and mailed to the person designated above by first class mail, postage prepaid, or via email to tjohnston@pmpmanage.com

Pursuant to Civil Code Section 4045 General Delivery Notice, the Association has designated the Association's website, oakridgenp.org for the posting of general notices to owners including Board meeting agendas. Homeowners also have the right to receive general notices by individual delivery, and such request must be made in writing as noted above.

The Board of Directors is currently meeting monthly at posted location. The board may resume meeting at 700 Cayo Grande or as otherwise announced on the final meeting agendas. All homeowners are welcome and encouraged to attend these meetings. Pursuant to Civil Code Section 4950 (b), a copy of the minutes of the meetings may be obtained, for a small fee, by writing to 27220 Turnberry Lane, Suite 150, Valencia, California 91355.

Please send overnight payment of assessments to Property Management Professionals, 27220 Turnberry Lane, Suite 150, Valencia, California 91355.

Please contact Taylor Johnston Property Management Professionals, at (805)642-2400 should you have any questions.

Sincerely,

Taylor Johnston, Community Manager PMP Management Oakridge Estates Community Association

# The Oakridge Estates Community Association 2025

#### NUMBER OF UNITS:

			PER UNIT		PER MONTH (rounded)		PER YEAR (rounded)
Income			10.00	2	44.000.00		400,000,00
4100	Dues Income	\$	40.00	\$	14,080.00	\$	168,960.00
4110	Interest Income	\$	(#)	\$	*	5	•
4120	Reserve Interest	\$		\$		\$	•
4400	Late Fee	\$	( <u>4</u> )	\$	×	5	- S
4405	Late Interest	\$	120	\$	35.	\$	\$
4431	Attorney Prep Package Fee	\$	(2)	\$	-	\$	-
4460	Title Check Fees	\$	3 <b>2</b> %	\$	350	\$	
4640	NSF Fees	\$	-	\$	-	\$	
4679	Pre-Lien Fee	\$	<del>:*</del> 0	\$		\$	*
4690	Violations	\$	-70.	\$	5.5	\$	•
4800	Misc_Income	\$	340	\$		\$	×
4801	Refund Homeowner	\$	3 <b>2</b> %	\$	( e	\$	5
	Total Income	\$	40.00	\$	14,080.00	\$	168,960.00
Fixed Eve	OPERATING EXPENSES						
Fixed Expe 7100	Insurance	\$	2.70	\$	950.00	\$	11,400.00
7100	License. Fees & Dues	\$	0.01	S S	5.00	\$	60.00
7142	Franchise Taxes	\$	0.04	\$	13.00	\$	156.00
7142	Income Tax	\$	0.02	\$	8.00	\$	96.00
7150	Workers Comp Insurance	\$	0.02	\$	31.00	\$	372.00
Fixed Exp	•	\$	2.86	\$	1,007.00	\$	12,084.00
Utilities:							
7320	Electricity	\$	0.11	\$	38.00	\$	456.00
7340	Water	\$	6.73	\$	2,369.00	\$	28,428.00
Total Utilit	ies:	\$	6.84	\$	2,407.00	\$	28,884.00
•	Maintenance:		0.55	•	2 242 22	•	26 420 00
7610	Landscape Maintenance	\$	8.55	\$	3,010.00	\$	36,120.00
7615	Landscape Supplies	\$	0.26	\$	90.00	\$	1,080.00
7620	Landscape Extras/Upgrades	\$	0.34	\$	120.00	\$	1,440.00
7635	Tree Maintenance	\$	0.28	\$ \$	100.00	\$ \$	1,200.00
7645 7650	Brush Removal - Lot 235	\$	1.25 1.53	\$	440.00 540.00	\$	5,280.00 6,480.00
	Irrigation Repairs scape Maintenance:	\$	12.22	\$	4,300.00	\$	51,600.00
Maintenan	ce:						
7508	Storm Drains/Basin Clean Out	\$	0.28	\$	100.00	\$	1,200.00
7547	Backflow Testing	\$	0.07	\$	25.00	\$	300.00
7555	Pest Control	\$	0.06	\$	20.00	\$	240.00
7565	General Maintenance	\$	0.04	\$	15.00	\$	180.00
Total Main	tenance:	\$	0.45	\$	160.00	\$	1,920.00
General &	Administration:						
7810	Election Services	\$	0.57	\$	200.00	\$	2,400.00
7811	Architectural Application Processing	\$	50	\$	120	\$	5
7820	Management Fees	\$	10.25	\$	3,609.00	\$	43,308.00
7822	Special Mailers	\$	0.51	\$	180.00	\$	2,160.00
7825	Legal Fees	\$	0.14	\$	50.00	\$	600.00
7830	Delinquent Letter Expense	\$	<b>4</b> 3	\$		\$	*
7835	Accounting Fee	\$	0.28	\$	100.00	\$	1,200.00
7845	Postage and Printing	\$	0.57	\$	200.00	\$	2,400.00
7851	Association Event Expense	\$		\$	-	\$	₩.
7855	Misc General and Admin	\$	0.07	\$	25.00	\$	300.00
7860	Reserve Study	\$	0.10	\$	35.00	\$	420.00
7870	NSF Charges	\$	0.05	\$	17.00	\$	204.00
7872	Storage	\$	0.06	\$	20.00	\$	240.00
7875	Delinquency Processing	\$	0.20	\$	70.00	\$	840.00
7880	Lien Charges	****	0.07	\$	25.00	\$	300.00
7890	Uncollectable Dues	\$	-	\$		\$	¥

		F	PER UNIT	PER MONTH (rounded)		PER YEAR (rounded)	
Total Gen	eral & Administration:	\$	12.87	\$	4,531.00	\$	54,372.00
Reserve F	unding						
8100	Reserve Allocation	\$	4.76	\$	1,675.00	\$	20,100.00
8190	Reserve Interest	\$	-	\$	-	\$	
	Total Reserve Funding	\$	4.76	\$	1,675.00	\$	20,100.00
	Total Operating	\$	35.24	\$	12,405.00	\$	148,860.00
	Reserve Transfer	\$	4.76	\$	1,675.00	\$	20,100.00
	Total Budget (Operating & Reserves)	\$	40.00	\$	14,080.00	\$	168,960.00

	OAKR	DGE	ESTAT	ES CO	MMC	OAKRIDGE ESTATES COMMUNITY ASSOCIATION	SOCIATION	ZO		
RESERVE COMPONENT INVENTORY	_	CURREN	ENT FISCAL YEAR END: NUMBER OF UNITS:	AR END: F UNITS:	DECEMI 352	DECEMBER 31, 2024 352				
CATEGORY RESERVE COMPONENT	UNIT QUANTITY TYPE	UNIT	REPAIR / REPLACE COST	USEFUL LIFE	RMNG. LIFE	STRAIGHT-LINE IDEAL ANNUAL BALANCE CONTRIBUTION @F.Y.E.2024	IDEAL BALANCE @F.Y.E.2024	PROJECTED BALANCE @F.Y.E.2024	SURPLUS	DEFICIT REDUCTION ANNUAL CONTRIBUTION
<b>PAVING</b> CONCRETE REPAIRS	1 ALLOW 17000	17000	17,000	גע	Ŋ	3,400	3,400	3,400	5	3,400
WALLS / SIGNS BLOCK WALL REPAIRS	1 ALLOW	6020	6,020	8	-	3.010	6.020	0009		9
ANNOUNCEMENT BOARDS	3 ALLOW	1500	4,500	7	-	375	4,500	4,500	٠	375
MONUMENT SIGNS	2 ALLOW	4840	089'6	25	ო	387	8,906	8,906	(*)	387
<b>LIGHTING</b> CONCRETE POLE LIGHTS	13 UNIT	1820	23,660	30	Ŋ	789	22,871	22,871	*	789
IRRIGATION IRRIGATION TIMER CLOCKS	E UNIT	1820	5,460	4	•	455	5,460	5,460	*	455
BACKFLOW DEVICES	3 UNIT	1530	4,590	15	#	306	4,590	4,590	*(	306
LANDSCAPING LANDSCAPING REFURBISH TREE TRIMMING / REMOVAL	1 ALLOW 15600 1 ALLOW 17000	15600	15,600 17,000	aa	:e::e	7,800 8,500	15,600	15,600	* *	7,800
	MAILBOXES INDIVIDUAL HOMEOWNER'S EXPENSE PLUMBING & ELECTRICAL OPERATING MAINTENANCE EXPENSE	VIDUAL H	OMEOWNER L OPERATIN	'S EXPENS	E NANCE	EXPENSE				
CONTINGENCY: 0%						500	ě	12,353	12,353	*
TOTALS:			103,510			25,022	88,347	100,700	12,353	25,022



#### **RESERVE STUDY SUMMARY**

#### **ASSOCIATION INFORMATION:**

Name of Association:

**OAKRIDGE ESTATES COMMUNITY** 

Location:

**NEWBURY PARK, CA** 

Number of Units:

352

Approximate Age of Complex:

47

#### This report recommends contributions for Budget Year:

Beginning:

**JANUARY 1, 2025** 

**Ending:** 

**DECEMBER 31, 2025** 

Reserve Study Report Date:

**JULY 20, 2024** 

Current Fiscal Year End:

**DECEMBER 31, 2024** 

#### **CURRENT FUNDS SUMMARY:**

Projected Reserve Balance at Current Fiscal Year End:

\$100,700

**Ideal Reserve Balance at Current Fiscal Year End:** 

\$88,347

PERCENT FUNDED:

114%

#### **CURRENT RESERVE CONTRIBUTIONS:**

Monthly

Annual	Monthly	Per Unit

2024 Budgeted Reserve Contribution:

\$20,100

\$1,675

\$4.76

#### **RECOMMENDATIONS FOR BUDGET YEAR 2025**

#### RESERVE CONTRIBUTION MODELS:

2025 J.D. Brooks Recommendation in Box			Monthly
	Annual	Monthly	Per Unit
2025 Straight-Line Contribution:	\$25,022	\$2,085	\$5.92
2025 Deficit Reduction Contribution:	\$25,022	\$2,085	<b>\$</b> 5.92
2025 Cash-Flow (Minimum) Contribution:	\$23,665	\$1,972	\$5.60

J.D. BROOKS

RESERVE STUDIES

#### INTRODUCTION

This Reserve Study is an evaluation of the association's Common Area Components and their Reserve Funds. It was prepared after a thorough on-site inspection performed on: June 12, 2024

The goal is to keep the Reserve Funds at a sufficient level for future repair and/or replacement of these components and to disclose this information formally to the Association.

#### Oakridge Estates Community Association

a residential development consisting of three hundred fifty two: single-family homes, is located in: Newbury Park, CA

The community is comprised of 352 total units built in 1977.

The Association's Fiscal Year End is December 31.

This study's Reserve Component Inventory lists the components that require reserve funding.

The Projected Reserve Fund Balance at Fiscal Year End 2024 is \$100,700.

The Ideal Reserve Fund Balance at Fiscal Year End 2024 is \$88,347.

Therefore, the Reserve Fund is theoretically 114% Funded.

The Current (2024) <u>Annual</u> Reserve Contribution is set at approximately \$20,100.

J.D. Brooks recommends increasing the Annual Reserve Contribution to \$23,665
(The Cash-Flow (Minimum) Contribution) for 2025, plus a contribution increase of 4% annually.

This Funding Plan *should* keep the association's Reserve Fund above \$5,176 over a thirty-year period.

NOTE: This Funding Plan includes the assumption that all Interest earned on the Reserve Funds will be re-invested back into the Reserve Accounts (Net after Tax obligations)

The Repair / Replace Estimates and other parameters used in this study were estimated with the assistance of information obtained from one or more of the following:

- 1 The Association's Board of Directors.
- 2 The Association's Property Manager.
- 3 Vendor (Subcontractor) Proposal / Contract for work.
- 4 Vendor (Subcontractor) experience with the Association.
- 5 Construction estimating reference books & databases.
- 6 J.D. Brooks database of area construction costs and similar reserve studies.

This reserve study does not imply a warranty or guarantee of any form.

The named Association, by receiving this study, agrees to release J.D. Brooks from any claims and/or lawsuits.



#### **Assessment and Reserve Funding Disclosure Summary**

Name: Oakridge Estates Community Association

City: Newbury Park

1/1/25 # of Units: 352 For Fiscal Year Beginning:

1) Budgeted Amounts:

Total: Per Unit: Reserve Contributions: \$20,100 \$57 \$148,872 \$423 Operating Budget: \$168,972 \$480 **Total Assessment:** 

Note: If assessments vary by the size or type of unit, please see Budget for breakdown per Unit.

2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Due	Amount	Purpose
N/A		

Per: Annual

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, will currently projected Reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? NO
- 4) If the answer to #3 is no, what additional assessments or other contributions to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Date	
Assessment would be Due	Amount (Monthly) per Unit
2025>	\$0.84

5) All major components are included in the Reserve Study and are included in its calculations: YES

6)	All computations/disclosures are based on the fiscal year beginning date of:	1/1/25
	Fully Funded (Ideal) Balance (based on formula defined in 5570(b)4):	\$88,347
	Projected Reserve Fund Balance:	\$100,700
	Percent Funded:	114%
	Reserve Deficit (surplus) on a per-unit basis:	(\$35)

Based on the Reserve Study by JD Brooks dated: 07/20/24

7) The Required Fully Funded (Ideal) Reserve Balance at the End of each of the next Five Budget Years is:

-	Year	Fully Funded Estimated (Ideal) Reserve Balance	Currently Planned Annual Reserve Contributions	Resultant Estimated Reserve Balance at Fiscal Year End	Projected Percent Funded	Special Assessments
3-	2025	\$62,607	\$20,100	\$66,334	106%	
	2026	\$66,584	\$20,904	\$63,128	95%	
	2027	\$43,063	\$21,740	\$31,879	74%	
	2028	\$74,057	\$22,610	\$55,830	<b>75</b> %	
	2029	\$39,792	\$23,514	\$12,957	33%	

Annual Increase: 4% Interest Rate: 1% 30-Yr.Avg.Infl.Rate: 4%

Date: 10/22/24 Prepared by: J.D. Brooks

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates should be expected to change from year to year.

Disclaimer: Because the reserve study is a PROJECTION, the estimated lives and costs of components will likely CHANGE OVER TIME depending on a variety of factors such as (1) future inflation rates, (2) levels of maintenance applied by future boards, (3) unknown defects in materials that may lead to premature failures, (4) other variable factors. As a result, some components may experience longer lives while others will experience premature failures. Some components may cost less at the time of replacement due to changes in manufacturing methods while others may cost more due to material shortages or high demand. JD Brooks Reserve Studies is not responsible for the accuracy of information presented.

### OAKRIDGE ESTATES COMMUNITY ASSOCIATION ASSESSMENT COLLECTION POLICY

Oakridge Estates Homeowners Association Is responsible for managing and operating the common areas of the community, and for collecting annual homeowners' assessments. The timely collection of the assessments from ail homeowners is important to the management and operation of the community, and to the preservation of property values. Pursuant to California Civil Code, the Association has adopted the following policy for the collection of delinquent assessments.

- 1. Assessments shall be paid quarterly. Assessments are due on the first day of the quarter. Any regular assessment not paid by the fifteenth (15th) day of the month shall be considered delinquent; any special assessment levied shall be considered delinquent fifteen (15) days after the due date, unless otherwise specified by the Board of Directors. A late charge of ten dollars (\$10.00) shall be levied on all delinquent assessments. Any assessment not paid within fifteen (15) days of the due date may accrue interest at the rate of twelve percent (12%) per annum. If a check is returned for insufficient funds, the owner will be charged a twenty five dollar (\$25.00) fee. An assessment is considered paid the day the payment is received by the Association. Postmarks are not considered.
- Owners may request a receipt from the Association, when payment is made, which shall indicate the date of payment and the person who received it. Overnight payment of assessments may be sent/delivered to the following address;

Oakridge Estates Community Association C/O Property Management Professionals LLC 27220 Turnberry Lane, Suite 150 Valencia, CA 91355

- 3. Upon any assessment becoming delinquent, the Association, through its designated Agent, shall mail a courtesy notice to the owner by way of reminder that the account has become delinquent.
- 4. Upon any assessment becoming forty five (45) days delinquent, the Association, through its designated agent, shall mail a notice via certified mail to the owner certain documents and stating that the account remains delinquent. This notice will serve as a demand for payment in full within forty five (45) days. The owner will be charged a fee for such pay or lien letter. In the event payment is not received, the process of the recordation of a lien against the owner's property will begin.
- 5. Upon any assessment becoming sixty (60) days delinquent, the Association, through its designated agent, shall mail a notice to the owner via certified mail to pay the account in full within thirty (30) days. Should the owner fail to bring the account current pursuant to the Association's demand, the Association will begin legal action. The owner will be charged a fee for such pay or lien letter.

- 6. The Association will diligently proceed with any of the following: liening the property, small claims, judicial or nonjudicial foreclosure, or any other collection method deemed necessary by the Board of Directors. Collection costs will vary depending on the method used. Said costs shall be the responsibility of and assessed to the delinquent owner.
- 7. An owner may dispute the pay or lien letter notice if he/she submits to the Board of Directors a written explanation of the reason for his/her dispute within fifteen days of the postmark of the pay or lien Letter. If the owner submits an explanation within the (15)-day requirement, the Association shall respond in writing to the owner within fifteen (15) days of the date of the postmark of the explanation letter. Unless the Association agrees in writing that the owner has a valid explanation, the Association will not forebear its collection efforts and will proceed to collect the assessments in accordance with the collection policy.
- 8. An owner may submit a written request to meet with the Board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pay or lien letter, the board will meet with the owner, in executive session, within 45 days of the postmark of such request.
- 9. All collection action will comply with the applicable provisions of the Davis-Stirling Common Interest Development Act, and other California Statutes.
- 10. An owner may choose to pay in full, under protest, to the Association all amounts due, including assessments, late charges, interest and the cost of the lien provided, however, that the amount payable for attorneys¹ fees and costs of collection shall be as permitted by law for payment under protest Such protest must be made in writing and sent to the Association via certified mail along with payment in full as set forth above within thirty (30) days after the lien is recorded against the owner's property. If payment under protest is made in this manner, the Association shall advise the owner of the owner's right to resolve the dispute via alternative dispute resolution, civil action, or other procedures the Association may have in place. Payment under protest may not be made more than two times in one year or three times in five years.
- 11. All attorneys' fees, costs, late charges, interest, penalties, fines, charges, and expenses billed to the Association for any of the above activities shall be added to the owner's account and shall become the liability of the owner.
- 12. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if the delinquent owner made payment in full.

# STATUTORY NOTICE RE: ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

#### ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unlessthe governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure. or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2(commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separateinterest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed bystate and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

#### **PAYMENTS**

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest anydisputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a writtenrequest for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

#### **MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

#### ADMINISTRATIVE SERVICE FEES

Management Company executed a Depository Services Agreement with Pacific Premier Bank. The service agreement reimburses the Management Company for administrative services it provides to the bank such as account opening and Customer Identification Procedures, completion of signature cards, lockbox administration services, electronic depository services, and computer software and hardware to integrate with these services. These costs incurred by the Management Company on behalf of the bank result in employee compensation, facilities, and other cost savings for the bank.

#### INTERNAL DISPUTE RESOLUTION

In accordance with Civil Code Section 5900 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- (3) The Association's board of directors shall designate a member of the board to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- (6) The agreement reached binds the parties and is judicially enforceable if <u>both</u> of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

Please note that a member of the Association may not be charged a fee to participate in the process.

#### ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Civil Code Section 5925 et seq. requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to <a href="CivilCode">CivilCode</a> Section 5925 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

<u>Parties Bound By The Statute</u>. The parties required to comply with the statute are the Association (through the board of directors) and any owners of record.

<u>Disputes Subject To The Statute (Qualifying Disputes.</u> Civil Code Section 5939 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes: (1) enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.); (2) enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110 or (3) enforcement of the Association's governing documents. Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

<u>Disputes Specifically Excluded From The Statute</u>. The ADR statute applies only to an enforcement action that is <u>solely</u> for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages <u>not</u> in excess of the jurisdictional limits of Small Claims Court. The following types of disputes are specifically <u>excluded</u> from being required to resort to ADR: (1) a Small Claims action; (2) assessment collection, except as otherwise provided by law; (3) claims by the Association for money damages in <u>excess</u> of the jurisdictional limits of Small Claims Court in conjunction with a claim for declaratory, injunctive or writ relief; (4) claims by an owner for money damages in <u>excess</u> of the jurisdictional limits of Small Claims Court in conjunction with a claim for declaratory, injunctive or writ relief; (5) actions for preliminary or temporary injunctive relief; and (6) the filing of a cross-complaint in response to a complaint already filed.

#### Compliance Procedures.

A. <u>INITIATING PARTY</u>. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language: (1) a brief description of the dispute; (2) a request that the matter be submitted to ADR; (3) a notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within 30 days of receipt or it will be deemed rejected; (4) if the party on whom the Request is served is an owner, a copy of Civil Code Section 5925 et seq.

- B. <u>SERVICE</u>. A Request for Resolution may be served by personal delivery, first-class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. <u>RESPONDING PARTY'S OBLIGATION</u>. Upon receipt of a Request for Resolution the Responding Party, whether the Association or an owner, has 30 days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."
- D. <u>TIME FOR COMPLETION OF ADR</u>. Where the Request is accepted, the parties must complete the ADR within 90 days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.
- E. <u>COST OF ADR</u>. The cost of ADR shall be borne by the parties.
- F. TOLLING OF STATUTE OF LIMITATIONS. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 5945.
- G. <u>CERTIFICATE</u>. In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with Section 5925 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

<u>Consequences For Failure To Comply With The Adr Law</u>. The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorneys' fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Civil Code 5925 et seq. may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

#### ARCHITECTURAL GUIDELINES AND PROCEDURES

According to the Association's governing documents all proposed changes by an owner to the exterior of any unit/lot, the landscaping thereon, or the adjacent common area, require the prior written approval of the Association's Architectural Committee (sometimes referred to as the Design or Architectural Review Committee).

Owners must submit a written application identifying the proposed change(s) to the Architectural Committee. The Architectural Committee in its sole discretion will approve or disapprove the owner's application based upon the criteria noted in the CC&R's and the Architectural Standards/Guidelines, within the timeframe stated in the Associations governing documents.

The owner may seek reconsideration by the Board of Directors (in an open meeting held in accordance with Civil Code Section 4765 of the decision made by the Architectural Committee unless the Architectural Committee has the same membership as the Board of Directors. The Board of Directors will respond to a request for reconsideration within the timeframe specified in your governing documents and/or the California Civil Code.

#### ARCHITECTURAL RULES

# for the OAKRIDGE ESTATES COMMUNITY ASSOCIATION October 2012 • Revised June 2014 (§IV.F.3 simplified)

#### I. PURPOSE AND INTENT

The purpose of the following rules is to protect the value, desirability, harmony, and attractiveness of Oakridge Estates while permitting the flexibility required to consider appropriate designs and achieve a functionally and visually integrated community.

The homeowner is responsible for obtaining Architectural Review Committee approval for any changes to the exterior of the home, outside structures, and landscaping, which fall within the Architectural Rules. This includes the outside physical structure of the home and the front, back, and side yards. If unapproved changes come to the attention of the Association, the homeowner will be required to conform to the existing rules and may be fined.

Please be advised that all architectural applications submitted for review by the Architectural Review Committee are reviewed for aesthetic purposes only based on compliance with the Architectural Rules of the Community as well as the CC&Rs. All decisions by the Architectural Review Committee on any application submitted are based solely on the Architectural Rules and the CC&Rs. All owners are responsible for ensuring that their plans are in full and complete compliance with any and all applicable City, County, State and/or Federal law, building codes, fire codes and ordinances, health & safety codes or other applicable laws including but not limited to the Solar Shade Act. Each owner shall be responsible for obtaining all necessary approvals or permits from applicable governmental entities or agencies and shall comply with all laws, codes and regulations concerning the construction of any such Improvement. The Architectural Review Committee's approval or disapproval of a submission shall be based solely on the consideration set forth in such rules and regulations as may be promulgated by the Architectural Review Committee, and the Architectural Review Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plans, or design from the standpoint of structural safety and conformance with building, or other codes, which responsibility shall be the sole responsibility of Owner.

Government entities or agencies referenced above include, but are not limited to, City and/or County Planning, Building and Safety, and Fire. Owner/applicant is solely responsible for any and all expenses, claims, costs, liability and/or damages resulting from owner/applicant's failure to comply with the above referenced applicable, codes, regulations, ordinances or laws.

In addition, reviews and decisions of the Architectural Review Committee are based on the best information that is deemed to be available, reliable and current at the time any particular or specific submittal review, and information changes. Neither the Association, the Board of Directors, Committee Members (including, but not limited to members of the association's Architectural Review Committee) or any other community volunteer shall be liable for damages to any Owner submitting plans or specifications for approval or to any Owner in the Association affected by reason of mistake in judgment, negligence or nonfeasance, unless due to willful misconduct or bad faith.

#### **IMPORTANT NOTICES:**

The concrete slab foundations for the homes located within Oakridge Estates are likely to be constructed and reinforced with a grid of steel cables installed in the concrete and then tightened to create very high tension. This is done in order to provide additional strength to the homes' foundations. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the home and/or personal injury, and will weaken the slab so that it is less resistant to damage, such as in the event of an earthquake. Homeowners should not cut into or otherwise tamper with the Post Tension Slab or knowingly permit or allow any person to cut into or tamper with the Post Tension Slab. The Homeowners must also disclose the existence of the Post Tension Slab to any tenant, lessee or subsequent purchaser of the Home and indemnify, protect, defend and hold harmless Oakridge Estates Community Association from and against any and all claims, damages, losses, or other liability (including, without limitation, attorneys' fees) arising from any breach of this requirement. Oakridge Estates Community Association will not be responsible for any damage or injury resulting from any alteration of the slab or foundation of the Home.

Homeowners are required to locate any and all utilities necessary prior to commencing with improvements to their lot and are encouraged to coordinate with California's "Dig Alert" (www.digalert.org), a free service, to ensure past and present utilities are identified prior to beginning any home improvements.

#### II. DEFINITIONS

- A. "Association" shall mean the Oakridge Estates Community Association.
- B. "Architectural Review Committee" shall mean the Architectural Review Committee of the Association, a volunteer committee appointed by the Board of Directors. In the event the Architectural Review Committee is unable to function, the Board shall take over its duties.
- C. "City" shall mean the City of Thousand Oaks, Building Division, 2100 Thousand Oaks Blvd., Thousand Oaks, CA, 91362, telephone: (805) 449-2500.
- D. "Architectural Design" shall mean or refer to the proportions, finish, shape, height, color scheme, style, theme, and appropriateness of any structure or building as well as the type of walls, roof, and architectural features thereon.
- E. "Improvement" shall include buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screen doors, front doors, screening walls, retaining walls, stairs, decks, security cameras, pools, spas, outside lighting, solar panels, satellite dishes, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, and all other structures or landscaping improvements of every type and kind.

#### III. PROCEDURES

This section outlines the process for obtaining Architectural Review Committee review:

A. Plans for any proposed improvements or change(s) in architectural design outlined in this document shall be submitted to, approved, and signed by the Architectural Review Committee prior to the start of work.

- B. In order to facilitate the approval process, it is recommended that the homeowner obtain Architectural Review Committee approval prior to submitting plans to the City. In some cases the Association's Architectural Rules are more restrictive than those of the City.
- C. Approval by the Architectural Review Committee does not constitute approval by the City, and approval by the City does not constitute approval by the Architectural Review Committee. THE ASSOCIATION HAS FINAL APPROVAL FOR ANY AND ALL ARCHITECTURAL CHANGES.
- D. The City is not responsible for notifying the Association of any plan changes or submitting plan changes to the Association. Once a homeowner has obtained architectural approval, the City may request changes to meet City building requirements. If this occurs, the homeowner must submit a revised request to the Architectural Review Committee for final approval incorporating these design changes. Both the City and the Architectural Review Committee must approve the plans in writing prior to beginning any improvements.
- E. There are architectural request forms for landscaping, new construction, painting, roof replacement, and windows & doors that cover most of the commonly requested changes. There is also a general form that covers everything else. Each form includes a list of the information that is required. The forms were designed to make it easier to provide the required information and thus speed up the approval process. An incomplete form will substantially slow down the approval process. Forms are available at the Oakridge website (<a href="http://www.oakridgenp.org">http://www.oakridgenp.org</a>) as well as from the Management Company. Electronic approvals will not be accepted.
- F. Time Limits for Approval or Rejection. Within thirty (30) days after submission of plans and specifications satisfying the requirements of the Architectural Rules, the Architectural Review Committee shall return one set of such plans to the Applicant, with either written notice of approval or disapproval or with written suggestions of changes required for approval accompanying the returned set of plans. If the Committee recommends that the plans and specifications be modified, the Applicant may implement such changes to the plans and within thirty (30) days resubmit plans incorporating such changes for approval to the Committee, which shall not unreasonably withhold its approval so long as the Applicant has complied in all material respects with the requested changes. If no written notice of approval or disapproval is received by the Applicant within thirty (30) days after the Owner's plans and specifications (or revisions thereto) are acknowledged as being received, the Owner shall notify the Oakridge Estates Community Association's management company, in writing, to that effect. If, after notifying the management company, the Owner has not received a written notice of approval or disapproval within fifteen (15) days, the plans shall be deemed to have been approved as submitted. Final approval will not be granted until the Project Completion Form has been returned by the homeowner, indicating project completion, and the Architectural Review Committee has signed off on the project. The completion form is available from the Oakridge website (http://www.oakridgenp.org) as well as from the Management Company.
- G. The Management Company will maintain records for all requests submitted, whether approved or denied.
- H. Any request that is denied by the Architectural Review Committee may be appealed to the Board of Directors by submitting a written appeal through the Management Company. The decision of the Board of Directors is final.

I. All architectural changes must be completed within thirty (30) days of approval, unless otherwise requested and approved by the Architectural Review Committee.

#### IV. IMPROVEMENT RULES

#### A. AIR CONDITIONERS:

- 1. No air conditioning unit shall be permitted on the roof, walls, or in windows.
- 2. Any air conditioning unit shall not be visible from the ground level of adjacent residential properties or from a street.

#### B. AWNINGS, EXTERIOR SHUTTERS, AND SUN SHADES:

- 1. No plastic, fiberglass, or metal awning(s) shall be permitted.
- 2. Awnings, exterior shutters, and sun shades, where visible from a street or common walkway, will be approved on a case by case basis.
- 3. Installation of awnings, exterior shutters, or sun shades requires submission of an architectural request and approval from the Architectural Review Committee.

#### C. BALCONIES AND BALCONY COVERS:

- 1. Materials shall be wood, stucco, and synthetic wood products such as Trex® or Alumawood™. Wrought iron may be approved for railings.
- 2. Balcony covers shall be permitted only on back balconies.
- 3. No balcony cover will be approved for the front of the house.
- 4. Approved construction materials for covers are wood slats or synthetic wood slats not to exceed 2"x2".
- 5. Balcony covers constructed of canvas, lattice work, fiberglass, tin, corrugated metals, plastic, or vinyl will not be approved.
- 6. Balconies will be approved on a case by case basis.

#### D. BASKETBALL BACKBOARDS:

- 1. New installation of permanent basketball backboards is prohibited in front and side yards.
- 2. Basketball backboards cannot be attached to the front or sides of the house.
- 3. Portable basketball hoops and permanent basketball backboards and nets must be maintained. Basketball nets must not be metal.
- 4. Portable basketball backboards must be stored out of sight when not in use.

#### E. DRIVEWAYS:

- 1. Replacement of existing driveways with stained or non-stained stamped concrete or pavers will be approved on a case by case basis. Pavers and stains must be of a subtle "earth tone" color (not white, green, blue, red, or other bright colors).
- 2. Expansion of the driveways will be limited such that there will be at least one to two feet of plantings (may be grass or artificial turf see rules for artificial turf below) between the driveway and adjoining property.

#### F. EXTERIOR PAINT COLORS:

- 1. The Management Company will maintain an approved color chart and samples of each color scheme listed in the chart.
- 2. The homeowner must submit an architectural request stating which color scheme they wish to use and how the combination will be applied to their specific model.
- 3. If you are painting using the exact colors on your home, in the same locations, and those colors were previously approved by the Architectural Review Committee, check off the box on the appropriate paint request form and submit the form.
- 4. Homeowners may use the paint vendor of their choice but the paint color must match the approved color in tone, shade, and hue. This can be done by taking the approved color chip for matching to any one of the major paint companies.

#### G. FRONT DOORS:

- 1. It is encouraged that front doors be left natural stained wood. Front doors may be painted in accordance with the accent color of the approved color scheme (see Section F. EXTERIOR PAINT COLORS).
- 2. Optional materials will be approved on a case by case basis.
- 3. All changes to front doors must be approved by the Architectural Review Committee.

#### H. HOLIDAY DECORATIONS:

Holiday lights and decorations may be displayed 30 days prior to the holiday and must be removed within two weeks after the holiday, with the exception of December holiday decorations, which must be removed by February 1st of the new year.

#### I. LANDSCAPING:

- 1. General: No shrub or tree which will block the line of sight from any driveway or street corner will be permitted. All landscaping is to be maintained in such a manner as to not impair the use of sidewalks, driveways, or streets. It is recommended that all planters against house walls be properly sealed to prevent moisture contact with house walls. All concrete slabs shall be sloped away from the house. GENERAL XERISCAPE GUIDELINES: Living plant material must cover 40% of the yard at all times (60% coverage at maturity). No bare ground is allowed. Non-living plant material may consist of the following: rock, mulch, bark and artificial turf. Artificial turf is subject to additional guidelines (see Artificial Grass/Turf below). Regular maintenance must be provided to preserve the landscape and conserve water. Proper mowing, weeding, fertilization, pruning, mulch replacement and watering are required.
- 2. The use of artificial materials, such as plastic plants, plastic flowers, Astroturf or gravel gardens will be disapproved by the Committee.
- All hardscape requires architectural approval prior to work beginning. Requests need to be
  accompanied by drawings showing the work requested and the materials proposed. Hardscape includes, but is not limited to: walls, retaining walls, rocks, garden edging, and fountains or statues.

#### 4. Artificial Grass/Turf:

- a. Artificial grass/turf must be professionally installed by a licensed and ASGI certified installer.
- b. It must be installed on a minimum of 3 inches of class 2 base material.
- c. It must have a natural look and blend in with the types of grass that currently exist in the tract.
- d. It must have a minimum of 10 year warranty.
- e. It must be a minimum of 13/4" blade height.
- f. Blade material must be polyethylene with urethane backing.
- g. Artificial turf cannot have nylon or contain lead.
- h. Bender board, mow strips, or some other means of controlling the division between the artificial turf and adjacent areas is required.
- i. It must be inspected by an Architectural Review Committee member as a part of the notice of completion process.
- j. Homeowner is responsible for maintaining the product after installation.
- k. Installer is to provide installation plan and scope of services briefing to the Architectural Review Committee.
- 5. ROCK: If decomposed granite or other landscape rock is used, it must be of a subtle "earth tone" color (not white, green, blue, red, or other bright colors). Two or more colors are to be used in a random pattern. It is recommended that the rocks be of different size. All rock areas shall be treated with pre-emergent weed control at regular intervals to retard weed growth. Planting underliner is prohibited. Bender board, mow strips, or some other means of controlling the division between non-living material and plants is required.

#### J. LIGHTING:

- 1. All outside lighting, including fixtures, require architectural approval.
- 2. Outdoor lighting fixtures should be positioned so that no direct light extends onto neighboring structures and yards.
- 3. Outdoor lighting fixtures should be low-level in illumination.
- 4. Outdoor lighting fixtures should be architecturally compatible and proportional.

#### K. MAILBOXES:

- 1. Any change in the location or design of the mailbox requires architectural approval.
- 2. Mailboxes are to be maintained in good condition. Missing or damaged doors, flags, shingles, wood, or other materials must be replaced or repaired as needed. Wooden mailboxes are to be kept stained or painted to match the house. Metal boxes are to be rust-free, and may be painted to match the house. All mailbox posts are to have mailboxes affixed to them.
- 3. Mailboxes may be replaced with an identical box without Architectural Review Committee approval.

#### L. PATIOS AND PATIO COVERS:

- 1. Required materials and colors for patio covers are those used in the original construction of the house, i.e., stucco, wood, or roof tiles. Synthetic wood products that simulate natural wood such as Trex® and Alumawood<sup>TM</sup> may also be used.
- 2. No canvas, lattice work, fiberglass, tin, corrugated metals, plastic, or composition roofing patio covers shall be permitted.
- 3. Any patio cover must be approved by the Architectural Review Committee prior to installation.
- 4. Patios shall not be enclosed. (See Section S. SUNROOMS.)

#### M. REPLACEMENT OF GARAGE DOORS:

- 1. Garage door(s) may be replaced with either a four or five panel roll-up type garage door. The door is allowed to have windows in the uppermost panel only. The color of the door must match the existing house body color or trim color on a case by case basis. Approval by the Architectural Review Committee is required prior to the start of any work. A brochure for the proposed door must be submitted with the request.
- 2. All garage doors on the home must match.

#### N. REPLACEMENT OF ROOFS:

- 1. All roofing replacements must meet the City's requirements and a permit through the City of Thousand Oaks must be obtained.
- 2. All roofing must be concrete tile, Spanish tile, simulated shake, treated wood shake (in accordance with governmental agency's restrictions), slate, simulated slate, or lightweight concrete tile. Composition shingles and steel shingles are not approved. For requirements for treated wood shake and to determine if your home is allowed to use treated wood shake, call the City of Thousand Oaks Building Division at (805) 449-2500.
- 3. The color of the roofing shall be in agreement with the existing house colors and must be approved by the Architectural Review Committee. Requests must be accompanied by color photos and/or color brochures of the exact roof you are requesting.

#### O. ROOM ADDITIONS:

- 1. The roof design, color, and materials shall match the existing house.
- 2. All exterior additions and/or alterations must be surfaced with stucco, paint, stain, or colored material to match the existing color of the home and be consistent with the architectural design of the house.
- 3. All additions must meet City of Thousand Oaks requirements and a permit through the City of Thousand Oaks must be obtained. An architectural request is required, with drawings showing the exact work proposed. Please refer to Paragraph III. D. for additional information.

#### P. SATELLITE DISHES:

- 1. No outside television or radio pole, antenna, satellite dish, etc., or other electronic device shall be constructed, erected, or maintained on any building or on any property within Oakridge Estates or connected in such a manner as to be visible from the outside of any such building unless and until the same shall be approved by the Architectural Review Committee. Antennas or dishes that are larger than one meter (39.37") in diameter are prohibited.
- 2. For video reception, the dish/antenna must be installed in the least visible (from the street) location that will not interfere with acceptable quality reception.
- 3. Dishes/antennas may be painted, but wires and cables running along the building shall be concealed or painted to match their background.
- 4. In the event the homeowner removes the antenna and does not reinstall it, the owner shall promptly restore the surrounding area to its original condition.
- 5. No objects of any type shall be placed or permitted to remain above the roof of any unit or any other building with the exception of one or more chimneys, one or more vent stacks, approved solar apparatus, and dishes/antennas.

#### Q. SCREEN DOORS AND ATTIC VENTS:

- 1. All screen doors are subject to the approval of the Architectural Review Committee on an individual basis prior to installation. Retractable screen doors such as Phantom<sup>TM</sup> screen doors are encouraged.
- 2. Attic vent mechanisms of low profile may be approved on an individual basis by the Architectural Review Committee and the City.
- 3. Roof turbine vents are prohibited.

#### R. SOLAR PANELS:

- 1. In general, solar panels should be placed where they are least visible from the street.
- 2. Architectural approval is required for all solar panels.

#### S. SUNROOMS:

Sunrooms must be limited to single story construction, consistent with the color and architectural design of the house, utilizing no materials other than those in the original exterior design of the house (i.e. stucco, wood, glass). Architectural approval is required prior to any construction taking place.

#### T. SURVEILLANCE SYSTEMS:

- 1. Surveillance cameras are allowed but may not exceed 6 total cameras per home and 2 cameras on any one side of the house.
- 2. Cameras must be unobtrusive, stationary, and point only at the property of the home they are installed on.
- 3. All cameras must be properly installed with all wires and cables concealed. Wires and cables shall not be on roofs or pass through windows, doors, vents, or chimneys.
- 4. Architectural approval is required for all surveillance systems.

#### U. SWIMMING POOLS, SPAS, AND ACCESSORIES:

- 1. No swimming pools and/or spas will be permitted in front yards.
- 2. No above ground pools are permitted. Children's splash pools are not included in this restriction.
- 3. The homeowner is responsible for any debris/damage done to the common area, streets, or neighboring properties by the installer. Any removed landscaping must be replaced immediately upon completion of the installation.
- 4. Architectural approval is required.

#### V. UTILITY BUILDINGS, DOG HOUSES, AND PLAY HOUSES:

- 1. Utility buildings, dog houses, play houses, or playground equipment and the like, shall be approved by the Architectural Review Committee on a case by case basis depending on the height and placement of the structure.
- 2. Architectural approval is required for all such structures.

#### W. WALLS, FENCES, GATES, HAND RAILS, AND PORCH RAILS:

- 1. All walls and fences shall be constructed of masonry block, brick, wrought iron, stucco finished walls, or any combination of these acceptable to the Architectural Review Committee.
- 2. Recommended materials and colors are those previously approved for use on the house or walls. Gates, hand rails, and porch rails may be constructed of wood, metal, or synthetic wood products that simulate natural wood. Wooden gates and synthetic wood products must either be stained, or painted to match the trim or the stucco of the home, provided those colors have been approved. Gates over 4 feet wide may have additional construction materials and color restrictions.
- 3. Use of synthetic wood products may be approved on a case by case basis. If approved, the manufacturer's color must match either the trim or body of the house.
- 4. All gates are to be maintained in good condition, with no missing or broken boards. All hardware is to be in good condition.
- 5. All requests need approval from the Architectural Review Committee.

#### X. WATER SOFTENERS:

Water softeners shall not be permitted in any locations visible from any street or common area.

#### Y. WINDOWS:

- 1. Window(s) may be replaced with vinyl clad or aluminum windows; the color must be either white or the natural aluminum. Other colors may be approved on a case by case basis.
- 2. A brochure for the proposed window(s) must be submitted with the request.
- 3. All windows must be of similar design.
- 4. Approval by the Architectural Committee is required prior to start of any work.



# Oakridge Estates

#### ARCHITECTURAL REQUEST FORM — GENERAL

Name	Ad	ldress				
Mailing address	s (if different)					ESTAMP
Phone: Cell	Home		_ Work			HERE
Email address:			-	L		
Proposed altera	tions					
:						
/ <del></del>						
7						
Proposed start of	date	Expe	cted completion dat	:e		
	The committee has thirty	(30) days to review	this request. Plea	ase allow for th	<u>his time</u>	<u>.</u>
Please submit (2) to be used, colors,	COPIES of this form as well as any locations on the property, distance	es to property lines, and	elevation of improven	nents relative to t	his project	'imensions, materials t).
	NEIGHBOR ADVISEMENT		EFORE APPLICATION			.0
ADJACENT OWN	NER ADVISEMENT (No tenants pl	lease)		Do you d	object to tl	his request?
Name	Address	Signature		$\square$ Yes	$\square$ No	(Check one)
	Adaress NER ADVISEMENT (No tenants pl			Do you (	object to ti	his request?
				□ Ves	□ No	(Check one)
Name	Address	Signature		□ 168	<i>□</i> 1 <b>v</b> υ	(Check one)
*Neighbor objecti	ions do not in themselves cause den	nial. However, the neigh	bors will be contacted	to determine if th	ieir object	ions are appropriate.
documents. This	s request form is to maintain cons form is not a substitute for any p oper drainage through your lot or th	permits required by the	City, County, or Stat	te. Any modificati	ions to lar	ndscaping should not
Owner's Signatu	ure		Date		<b>→</b> );	
NOTE: Please tak	ke the time to include all the requir	red information. Partiali	ly completed requests	will be returned, a	causing de	lays in processing.
	ARCHITECTU	RAL REVIEW COMM				
☐ Approved		☐ Disapproved			☐ Co	nditional Approval
Conditions of ap	oproval or reason for disapprov	al (required):				
-						
By	Date	Oa	kridge Estates Com	m. Assoc. Archi	itectural	Review Committee

The owner may seek reconsideration by the Board of Directors (in an open meeting held in accordance with Civil Code Section 1363.05) of the decision made by the Architectural Review Committee. The Board will respond to the request for reconsideration within 30 days after receipt of such request. Appeals to the Board must be submitted in writing.

Mail, email (care@pmpmanage.com), or deliver requests to:

Property Management Professionals, LLC, 515 Marin St, Suite 404, Thousand Oaks, CA 93010 (805) 642-2400

#### INSTRUCTIONS FOR FILLING OUT THE FORM

- 1. Enter your name, address, mailing address (if different), and one or more phone numbers for the Architectural Review Committee to contact you if there are questions.
- 2. Enter the proposed start and completion dates.
- 3. Sign and date the form.
- Mail, email (<u>care@pmpmanage.com</u>), or <u>deliver requests to:</u>
   Property Management Professionals, LLC, 515 Marin St, Suite 404, Thousand Oaks, CA 93010 (805) 642-2400
- 5. You need not return these instructions with the form.

#### AFTER YOU SUBMIT YOUR REQUEST

- A. The Management Company, upon receipt of the request, will stamp the date the request was received on the form, which is the start date of the 30-day period, and provide the form to the Architectural Review Committee. The Management Company will send the homeowner a notice by mail acknowledging the date that the request was received. The Management Company will deny the request if all necessary information is not received from the homeowner.
- B. The homeowner will receive a response from the Management Company within 30 days of the date the request was received. The architectural request is approved by default if the applicant does not receive a response that is postmarked by the end of the 30<sup>th</sup> day from the date on the acknowledgment notice sent earlier by the Management Company.
- C. Final approval will not be granted until the Project Completion Form has been returned by the homeowner, indicating project completion, and the Architectural Review Committee has signed off on the project.

#### INFORMATION REQUIRED

#### A. AIR CONDITIONERS:

- 1. Please provide the location on the property, showing distances from property lines, any walls, trees, etc. that hide the unit from viewing from the street or common areas.
- 2. No air conditioning unit shall be permitted on the roof, walls, or in windows.
- 3. Any air conditioning unit shall not be visible from the ground level of adjacent residential properties or from a street.

#### B. BASKETBALL BACKBOARDS:

- 1. Please provide the manufacturer's color brochure and provide drawings indicating the location of the item relative to the property lines.
- 2. New installation of permanent basketball backboards is prohibited in front and side yards.
- 3. Basketball backboards cannot be attached to the front or sides of the house.
- 4. Portable basketball hoops and permanent basketball backboards and nets must be maintained. Basketball nets must not be metal.
- 5. Portable basketball backboards must be stored out of sight when not in use.

#### C. MAILBOXES:

- 1. Any change in the location or design of the mailbox requires architectural approval.
- 2. Mailboxes are to be maintained in good condition. Missing or damaged doors, flags, shingles, wood, or other materials must be replaced or repaired as needed. Wooden mailboxes are to be kept stained or painted to match the house. Metal boxes are to be rust-free, and may be painted to match the house. All mailbox posts are to have mailboxes affixed to them
- 3. Mailboxes may be replaced with an identical box without Architectural Review Committee approval.

#### D. SATELLITE DISHES:

- 1. Please provide the manufacturer's color brochure and indicate the type of dish that will be installed as well as the location on the house where the unit will be installed.
- 2. No outside television or radio pole, antenna, satellite dish, etc., or other electronic device shall be constructed, erected, or maintained on any building or on any property within Oakridge Estates or connected in such a manner as to be visible from the outside of any such building unless and until the same shall be approved by the Architectural Review Committee. Antennas or dishes that are larger than one meter (39.37") in diameter are prohibited.
- 3. For video reception, the dish/antenna must be installed in the least visible (from the street) location that will not interfere with acceptable quality reception.
- 4. Dishes/antennas may be painted, but wires and cables running along the building shall be concealed or painted to match their background.

- 5. In the event the homeowner removes the antenna and does not reinstall it, the owner shall promptly restore the surrounding area to its original condition.
- 6. No objects of any type shall be placed or permitted to remain above the roof of any unit or any other building with the exception of one or more chimneys, one or more vent stacks, approved solar apparatus, and dishes/antennas.

#### E. SOLAR PANELS:

- 1. Please provide the manufacturer's color brochure and indicate the type of panels that will be installed as well as the location on the house where they will be installed.
- 2. In general, solar panels should be placed where they are least visible from the street.
- 3. Architectural approval is required for all solar panels.

#### F. SURVEILLANCE SYSTEMS:

- 1. Please provide drawings indicating the locations of the cameras on the house, the size of the cameras, and how the wires will be routed from the cameras to the inside of the house.
- 2. Surveillance cameras are allowed but may not exceed 6 total cameras per home and 2 cameras on any one side of the house.
- 3. Cameras must be unobtrusive, stationary, and point only at the property of the home they are installed on.
- 4. All cameras must be properly installed with all wires and cables concealed. Wires and cables shall not be on roofs or pass through windows, doors, vents, or chimneys.

#### G. WATER SOFTENERS:

- 1. Please provide drawings showing the location of the installation as well as any plants, trees, or other structures that hide the unit from the street and common areas.
- 2. Water softeners shall not be permitted in any locations visible from any street or common area.

#### **Association Insurance Summary**

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not combining to the comments its con-	LCONTACT					
PRODUCER	NAME: EOI Direct eoidirect.com					
Cline Agency Insurance Brokers 12400 Wilshire Blvd	PHONE (A/C, No, Ext): (877) 456-3643 FAX (A/C, No):					
Ste 280	E-MAIL ADDRESS: help@eoidirect.com					
Los Angeles CA 90025	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: United States Liability					
INSURED	INSURER B: Hanover American Insurance Co					
Oakridge Estates Community Association, The	INSURER C: Philadelphia Indemnity Co					
c/o Property Management Professionals	INSURER D :					
515 Marin Street, Suite 404 Thousand Oaks CA 91360	INSURER E :					
(661) 295-4900	INSURER F:					

COVERAGES RE CERTIFICATE NUMBER: Cert ID 49432 (1) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		and the second s					
TYPE OF INSURANCE	INSD WVI	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S	
X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR		NPP1621824	08/01/2024	08/01/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
X (C) D&O Liability		(C) PCAP0255800520	08/01/2024	08/01/2025	MED EXP (Any one person)	\$	5,000
		(D&O is Claims-Made)			PERSONAL & ADV INJURY	\$	2,000,000
					GENERAL AGGREGATE	\$	2,000,000
					PRODUCTS - COMP/OP AGG	\$	Included
100555331					(C) D&O Limit	\$	1,000,000
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
ANY AUTO		NPP1621824	08/01/2024	08/01/2025	BODILY INJURY (Per person)	\$	
OWNED SCHEDULED					· · ·	\$	
, HIRED , NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
ADTOS GNET						\$	
X UMBRELLA LIAB OCCUR		CUP1573754	07/31/2024	07/31/2025	EACH OCCURRENCE	\$	2,000,000
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	2,000,000
DED RETENTION \$					In Excess of	\$	GL/AUTO/D&O
WORKERS COMPENSATION		wz3H705269	08/01/2024	08/01/2025			
ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$	1,000,000
OFFICER/MEMBEREXCLUDED? N (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Common Property		NPP1621824	08/01/2024	08/01/2025	Ded. \$1,000	\$	170,750
Crime/Fidelity Bond		PCAC0113890520	08/01/2024	08/01/2025	Ded. \$5,000	\$	250,000
	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X (C) D&O Liability  X \$5,000 D&O Ded.  GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRODUCT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY X AUTOS ONLY  X HIRED X AUTOS ONLY X AUTOS ONLY  X UMBRELLA LIAB OCCUR  EXCESS LIAB CLAIMS-MADE  DED RETENTION S  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBERE/EXCLUDED?  (Mandatory in NH)  If yes, describe under  DESCRIPTION OF OPERATIONS below  Common Property	TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X (C) D&O Liability  X \$5,000 D&O Ded.  GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- OTHER:  AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X UMBRELLA LIAB DED RETENTION S  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICE/RMEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Common Property	TYPE OF INSURANCE  TYPE OF INSURANCE  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X (C) D&O Liability  \$5,000 D&O Ded.  GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRODUCT LOC OTHER:  AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY  X HIRED AUTOS ONLY  X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION S  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICE/R/MEMBER REXCLUDED?  (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  Common Property  NPP1621824	TYPE OF INSURANCE  TYPE OF INSURANCE  NSD  ADDL SUBR NNSD  POLICY NUMBER  NPP1621824  (C) PCAP0255800520  (D&O is Claims-Made)  (D&O is Claims-Made)  POLICY NUMBER  NPP1621824  (D&O is Claims-Made)  NPP1621824  (D&O is Claims-Made)  NPP1621824  (D&O is Claims-Made)  POLICY NUMBER  POLICY NUMBER  NPP1621824  (D&O is Claims-Made)  (D&O is Claims-Made	TYPE OF INSURANCE INSO WVD POLICY NUMBER (MM/DD/YYY) (MM/DD/YYY)  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X (C) D&O Liability  ESCALUTION OF DEAD LOC  OTHER:  AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY  X UMBRELLA LIAB OCCUR  EXCESS LIAB CLAIMS-MADE  DED RETENTION S  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETORIPARTNER/EXECUTIVE OFFICE/RM/BBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF POPERATIONS below  COMMON PROPERTY  NPP1621824  O8/01/2024 08/01/2025  08/01/2024 08/01/2025  O8/01/2024 08/01/2025  O8/01/2024 08/01/2025  O8/01/2024 08/01/2025  O8/01/2024 08/01/2025  O8/01/2024 08/01/2025	TYPE OF INSURANCE  NSD W/O  POLICY NUMBER  POLICY EFF. (MM/DD/YYYY)  RANGE TO RENTED  DAMAGE TO RENTED	TYPE OF INSURANCE INSD WARD  X COMMERCIAL GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  X (C) D&O Liability  S,5,000 D&O Ded.  GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PECT LOC  OTHER:  ANY AUTO  OWNED  AUTOS ONLY  AUTOS ONLY  AUTOS ONLY  X WORKERS COMPENSATION AND AUTOS ONLY  X UMBRELLA LIAB  DED RETENTIONS  X UMBRELLA LIAB  OCCUR  EXCESS LIAB  CLAIMS-MADE  CLAIMS-MADE  X VAITOS ONLY  X NAME CLAIMS-MADE  DED RETENTIONS  WZ3H705269  NPP1621824  NPP1621824  O8/01/2024  O8/01/2024  O8/01/2025  BOOLLY INJURY (Per person) S  BOOLLY INJURY (Per accident) S  PROPERTY DAMAGE (Per accident) S  PROPERTY DAMAGE (Per accident) S  ROCKERS COMPENSATION S  NOWNED  AUTOS ONLY  AUTOS ONLY  X WASHTOSSES LIAB  CLAIMS-MADE  DED RETENTIONS  WZ3H705269  NPP1621824  O8/01/2024  O8/01/2025  O8/01/2025  O8/01/2025  DED RETENTIONS  WZ3H705269  O8/01/2024  O8/01/2025  O8/01/2025  DED RETENTIONS Below  NPP1621824  O8/01/2024  O8/01/2025  DED RETENTIONS BELOW  NPP1621824  O8/01/2024  O8/01/2025  O8/01/2025  DED RETENTIONS  WZ3H705269  O8/01/2025  O8/01/2025  DED RETENTIONS BELOW  NY/N  ANYPROPRIETORIPARTNEREXECUTIVE ON NY/N  NY/N  ANYPROPRIETORIPARTNEREXECUTIVE ON N

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

352 Units | Planned Unit Development | Property Management Professionals is Additional Insured.

Special Form. No Coinsurance. Equipment Breakdown Included. Ordinance or Law Included. Separation of Insureds Included. Inflation Guard not required. Common Area Exposures; no coverage for residential structures/units (Unit owners should obtain an HO-3 policy from their personal lines agent in order to address this exposure, along with their other personal exposures which are not covered under the HOA's master policy.)

CERTIFICATE HOLDER	CANCELLATION			
PROOF OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
1	AUTHORIZED REPRESENTATIVE  (Windthy City)			

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

#### STATEMENT OF PURPOSE

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

In order to more effectively enforce the Association's Second Amended and Restated Declaration of Establishment of Covenants, Conditions and Restrictions ("CC&Rs"), the Association's Board of Directors adopted these Rules and Regulations ("Rules"), pursuant to California Civil Code Section §4340 *et seq.* and Article III, Section 3.07 of the CC&Rs.

#### **AUTHORITY FOR RULES AND REGULATIONS**

General and specific powers to institute the aforesaid are granted to the Association by California Civil Code Section §4340 *et seq.* and the CC&Rs, including, without limitation, Article III. Section 3.07, Article V, Section 5.05, and Article XII, Section 12.06.

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

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

#### **SYSTEM OF FINES**

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

Prior to any fines being imposed upon an Owner, such Owner shall be notified in writing, by either personal delivery or first class mail, at least **ten (10) days** in advance of a hearing date, pursuant to California Civil Code Section §4820 and Article XII, Section 12.06(d) of the CC&Rs. Such notification shall contain the date, time, and place of the hearing, the nature of the alleged violations for which the Owner may be disciplined, and a statement that the Owner has a right to attend and address the Board at the hearing. The Board shall meet in executive session if requested by the Owner.

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

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

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

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

#### **ENFORCEMENT**

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

#### **RULES**

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

- **RULE 2** No illegal, noxious or offensive activities shall be carried out or conducted upon any Lot or Common Area nor shall anything be done within the Properties which is or could become an unreasonable annoyance or nuisance to neighboring Owners. Without limiting the foregoing, no Owner shall permit noise, including, but not limited to barking dogs, the operation of excessively noisy air conditioners, stereo amplifier systems, television systems, motor vehicles or power tools, to emanate from an Owner's Lot or from activities within the Common Area, which would unreasonably disturb any other Owner's enjoyment of his or her Lot or the Common Area.
- **RULE 3** No commercial or retail activities of any kind whatsoever shall be conducted in any Residence, garage or out building or in any portion of any Lot without the prior written approval of the Board.
- **RULE 4** No Owner shall place or maintain any objects, such as masts, towers, poles, television and radio antennas, or television satellite reception dishes on or about the exterior of any Residence without first obtaining the approval of the Architectural Committee, with the exception of satellite dishes up to one meter in diameter or antennas up to 36" in diameter. These devices can be used for the purpose of video reception only, as defined in the Federal Telecommunications Act of 1996. No activity shall be conducted on any Lot which causes an unreasonable broadcast interference with television or radio reception on any neighboring Lot.
- **RULE 5** No temporary structures of any kind are permitted on any Lot without prior approval of the Architectural Committee.
- **RULE 6** All driveways shall be maintained in a neat and orderly condition and garage doors shall be maintained in a closed position except as necessary to permit ingress and egress of vehicles or to clean or work in the garage area. Gates are to remain closed when not in use.
- RULE 7 No dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Properties; provided, however that the provisions of this section shall not apply to emergency vehicle repairs. Campers, boats, trailers, recreational vehicles, and commercial vehicles are not to be parked within the Properties except for periods not to exceed seventy two (72) hours for the purpose of loading and unloading. Van Pool Vehicles are not considered commercial vehicles.
- RULE 8 No animals, livestock, fowl, reptiles, insects, or miniature farm and/or livestock animals or poultry shall be kept within the Properties, except that a reasonable number of common household pets, such as domestic reptiles, dogs, cats, birds and fish may be kept as pets, provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. All dogs shall be kept on a leash within the Properties when not within an enclosed area of a Lot. No household pet shall be left chained or otherwise tethered unsupervised in front of a Lot or in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet waste deposited by their pets in the Properties. Pet owners shall clean up after their animals when walking through common areas and/or sidewalks.

- **RULE 9** No advertising signs or billboards of any kind shall be displayed on any Lot or posted within or upon any portion of the Common Area except that Owners may post on their Lots any signs required by legal proceedings and a single "For Rent," "For Lease" or "For Sale" sign of reasonable dimensions, not to exceed for four (4) square feet.
- RULE 10 No rubbish, trash, or garbage shall be allowed to accumulate on Lots. Any trash that is accumulated by an Owner outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers and facilities which shall be screened from view from any street, neighboring Lot or Common Area, except when disposal containers are set out for trash collection purposes. Such disposal containers may be set out no earlier than **twenty-four (24) hours** before scheduled trash pick-up time, and must be retrieved within **twenty-four (24) hours** of the trash pick-up time. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Properties to a public dump or trash collection area by the Owner or tenant at his or her expense. Dumpsters may not be placed on or near the property for longer than **thirty 30 days** without approval by the Board.
- **RULE 11** No Owner shall permit anything or condition to exist upon his or her Lot which shall induce, breed, or harbor infectious plant diseases, rodents or noxious insects.
- RULE 12 All Lots and the Residences and other Improvements erected or placed thereon shall at all times be maintained in good condition and repair, well and properly painted, and in such a manner as to prevent their becoming unsightly. No windows shall be covered with aluminum foil or similar material. Windows may be covered with other material approved by the Architectural Committee.
- **RULE 13** The vegetation and landscaping on any Lot shall be planted or maintained by the Owner or resident in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and drainage channels and systems.
- **RULE 14** All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.
- **RULE 15** In the event that any damage to, or destruction of, any portion of the Common Area or the Common Facilities is caused by the willful misconduct or negligent act or omission of any Owner, the Board shall cause the same to be repaired or replaced, and all costs and expenses incurred in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

**4528**. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

#### **CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525\***

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address:					
Owner of Property	/:				
Owner's Mailing A	ddress:				
(if known or different from property address)					
Provider of the <b>Se</b>	ction 4525 Items:				
Property Management Professionals, LLC					
Print Name	Position or Title	Association or Agent	<b>Date Form Completed</b>		

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section <b>4525(a)(1)</b>	\$40.00	
CC&Rs	Section <b>4525(a)(1)</b>	\$55.00	
Bylaws	Section <b>4525(a)(1)</b>	\$45.00	
Operating Rules	Section <b>4525(a)(1)</b>	\$40.00	
Age Restrictions, if any	Section <b>4525(a)(2)</b>		Refer to Demand
Rental Restrictions, if any	Section <b>4525(a)(9)</b>		Refer to CC&R's
Annual Budget Report (or summary, including Reserve Study)	Sections <b>5300 and</b> <b>4525</b> (a)(3)	\$45.00	
Assessment and Reserve Funding Disclosure Summary	Sections <b>5300 and</b> <b>4525 (a)(4)</b>		Included in Budget
Financial Statement Review	Sections <b>5305 and</b> <b>4525(a)(3)</b>	\$40.00	
Assessment Enforcement Policy	Sections <b>5310 and</b> <b>4525(a)(4)</b>		Included in Budget

Insurance Summary	Sections <b>5300 and</b> <b>4525 (a)(3)</b>	3	Refer to Demand	
Regular Assessment	Section <b>4525(a)(4)</b>		Refer to Demand	
Special Assessment	Section <b>4525(a)(4)</b>		Refer to Demand	
Emergency Assessment	Section <b>4525(a)(4)</b>		Refer to Demand	
Other Unpaid Obligations of Seller	Sections <b>5675 and</b> <b>4525(a)(4)</b>		Refer to Demand	
Approved Changes to Assessments	Sections <b>5300 and</b> <b>4525(a)(4), (8)</b>		Included in Budget	
Settlement Notice Regarding Common Area Defects	Sections <b>4525(a)(6)</b> , ( <b>7) and 6100</b>		Refer to Demand	
Preliminary List of Defects	Sections <b>4525(a)(6)</b> , <b>6000 and 6100</b>		Refer to Demand	
Notice(s) of Violations	Sections <b>5855 and</b> <b>4525(a)(5)</b>		Refer to Demand	
Required Statement of Fees	Section <b>4525</b>	\$200.00	aka Demand	
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section <b>4525(a)(10)</b>	\$70.00		
Total fees for these documents:		\$535.00		

<sup>\*</sup>The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 shall be charged separately.

Buyer and Seller may negotiate who pays document and disclosure fees.

The management company was not paid a referral fee by HomeWiseDocs as part of this transaction.

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

#### The Oakridge Estates Community Association

#### NOTICE TO OWNERS REGARDING ABILITY TO OPT-OUT OF HAVING

#### NAME ON MEMBERSHIP LIST

A member may request that the Association provide him or her with a copy of the membership list, including the names, property address, mailing address and, as of January 1, 2020, the email address, of each member. The member's request must be in writing and must set forth the purpose for which the list is requested, which purpose must be reasonably related to the requester's interests as a member of the Association. The Association will be obligated to provide the member with a copy of such membership list unless it reasonably believes that the member will use the information for another purpose.

Pursuant to Civil Code Section 5220, a member can "opt-out" of having his or her name and address(es) included on a membership list which must be distributed to members upon request. If you would like to "opt out" of having your name and/or addresses included on a membership list which may be distributed to another member upon request, please complete the following form and return it to the Association. Please note that your "opt-out" will remain in effect until further written notice from you.

#### Notice to Association

To Whom It May Concern,

Please remove the following information related to me and my unit/lot from the Association's membership list in accordance with Civil Code Section 5220 until further written notice from me:

(check all that are applicable)
□ Name
☐ Property Address
☐ Mailing Address
☐ Email Address
Date:
Print Name: Signature:
Unit/Lot Address:

The Oakridge Estates Community Association

#### Annual Solicitation of Current Contact Information for Association Business

#### Dear Members:

Please be advised that, in accordance with Senate Bill 918, which was signed into law on September 28, 2016, *California Civil Code* Section 4041 requires homeowners to provide annual written notice to their community associations, including:

- (1) The address or addresses to which notices from the association are to be delivered to you;
- (2) Alternate or secondary address to which notices from the association are to be delivered to you;
- (3) The name and address of your legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of your (the owner's) extended absence from the property;
- (4) Whether the separate interest is owner-occupied, is rented out, if the parcel is developed but vacant, or if the parcel is undeveloped land.

In accordance with *California Civil Code* Section 4041, the Association is required to solicit, on an annual basis, this information from each homeowner. Enclosed, please find a form for this purpose ("Notice of Owner Information"). Accordingly, please complete and return the Notice to management within the next thirty (30) days. If homeowners fail to provide updated information, the current mailing address on file for the owner's separate interest within the Association is deemed the address to which any future notices are to be delivered.

The Association does not disclose this information to outside parties and non-members, unless required by a Court order or otherwise in accordance with its legal duties and obligations as set forth in the *Civil Code* or *Corporations Code*. The Association is required to enter the data received from homeowners into the Association's books and records, thirty (30) days prior to mailing the association's annual budget report disclosures, per *Civil Code* Section 5300.

Thank you.

Board of Directors
The Oakridge Estates Community Association

#### The Oakridge Estates Community Association

#### NOTICE OF OWNER INFORMATION

Please complete and return this form to PMP at 27220 Turnberry Lane, Suite 150, Valencia, CA 91355. You may also email to <a href="mailto:care@PMPmanage.com">care@PMPmanage.com</a> or fax to 661-295-1553.

I understand that the Association is soliciting this information pursuant to its duties under *California Civil Code* Section 4041.

Name:
Property Address in this HOA:
E-mail address:  Members are not required to provide an e-mail address to the Association.
Address (or addresses) to which notices from the Association are to be delivered:
Alternate or secondary address to which notices from the Association are to be delivered:
Alternate E-mail address:
The name and address of the owner's legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest:
Whether the separate interest is owner-occupied, is rented out, if the parcel is developed bu vacant, or if the parcel is undeveloped land:

#### HOMEOWNER AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

For your convenience, Property Management Professionals, your Association's management company, offers an automatic debit payment option to pay your monthly Homeowners Association assessments. Simply complete this form, attach a VOIDED check and mail it to Property Management Professionals Corporate Office located at:

Property Management Professionals, LLC. 27220 Turnberry Lane, Suite # 150 Valencia, CA. 91355

Please return this form and a voided check by the 25th of the month to be debited for the following month. Assessments are automatically debited on or around the 5th of each month. Association Name: \_\_\_\_ Hereinafter called ASSOCIATION, to initiate debit I (We) hereby authorize\_\_\_ entries to my (our) \_\_\_Checking Account / \_\_ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law. Name as it appears on the bank account: Monthly Debit Amount: \$\_\_\_\_\_\_ Initial here if you agree to have any current outstanding balance processed for payment on your first ACH withdrawal. \*Please note, accounts cannot be enrolled in the ACH program with an outstanding balance. Bank Name: \_\_\_\_\_ Bank Address: City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_ \*\*ACH/Routing Account Number: \_\_\_\_\_ Number: \_\_\_\_ (\*\*Please verify with your bank for proper #) This authorization is to remain in full-force and effect until ASSOCIATION/COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford ASSOCIATION/COMPANY and DEPOSITORY a reasonable opportunity to act on it Name(s): \_\_\_\_\_\_ Property Street Address: \_\_\_\_\_\_Homeowner Acct. #\_\_\_\_\_ Email address: \_\_\_ \*confirmation for enrollment will be emailed to you Date: \_\_\_\_\_\_Signature: \_\_\_\_\_

NOTE: ALL DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

<sup>\*</sup>Please provide a photocopy of a check or a voided check with your account number.

<sup>\*\*</sup>You must verify with your financial institution the correct ABA routing / transit number that should be used for ACH debits.







# Good for you, Good for the Earth. FREE electronic statements!

### Why should I switch to eStatements?

- Receive electronic statements and newsletters online
- Email notification sent right to your email address when a new statement is available. NO WAITING for bills to arrive in the mail
- Save the association money on postage
- Deter fraud
- Reduce clutter

To enroll in electronic statements, visit us at www.PMPmanage.com today and click on "Electronic Statements"

