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# SUPPLEMENTARY RULES FOR THE VILLAGES OF RANCHO DEL ORO ASSOCIATION

Rev. 3.2020

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**SUPPLEMENTARY RULES**

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## SUPPLEMENTARY RULES

### The Villages of Rancho Del Oro Association, Inc.

#### ARTICLE 1: PURPOSE AND AUTHORITY

##### 1.1. Board Purpose for Adoption.

These Supplementary Rules ("Rules") have been adopted by the Board of Directors of The Villages of Rancho Del Oro Association, Inc. ("Master Association ") to supplement, interpret and apply the existing recorded covenants and restrictions which bind property within Rancho Del Oro. The authority of the Master Association Board of Directors ("Board") to adopt and enforce these Rules is contained in the covenants and restrictions; see, for example, Sections 2.1 and 4.1 of the Master Declaration of Covenants, Conditions and Restrictions for the Villages of Rancho Del Oro ("Master Declaration"), recorded on September 4, 1986 at File Page 86-388367 of Official Records of San Diego County.

##### 1.2. Contents.

These Rules include supplementary use restrictions, site development guidelines and submission standards for improvement plans submitted to the relevant Village Architectural Review Committee, or "ARC." These Rules also specify the types of improvements which must be submitted to the Board for approval after approval by the ARC; describe appeal rights available to homeowners following ARC action; and include proposed review procedures for adoption by each ARC.

##### 1.3. Distribution of Buyers.

California Civil Code Section 1368 requires sellers of homes in common interest developments such as Rancho Del Oro to provide their buyers a copy of the project's governing documents and certain other information. These Rules should therefore be provided to buyers if they wish to avoid the penalties imposed under Section 1368.

#### ARTICLE II: SUPPLEMENTAL USE RESTRICTIONS

The Master Declaration and the recorded declaration of covenants, conditions and restrictions for each Village ("Supplementary Declaration") contain a variety of restrictions on use of the property (see Sections 10.4.7 through 10.4.9 of the Master Declaration; and see Article IV of the Supplementary Declaration). Each owner and each occupant of property within Rancho Del Oro must comply with those already-recorded restrictions as well as with the following additional restrictions, which supplement the existing restrictions or constitute the Board's interpretation of those restrictions.

### 2.1 Signage.

Subject to Section 4.4 of the Supplementary Declaration, no "for sale" sign or other sign may be attached to any structure, tree, pole or other improvement except to a colonial-style wooden post designed for that purpose and located entirely within the selling owner's property. No such sign may be located on any portion of the Master Common Area. No house number or other address identification other than that originally installed by the builder is permitted except with advance ARC approval. Temporary garage sale signs which comply with "Pre-approved Improvement" requirements may be posted no more than 24 hours before the sale commences, must include the address, must be posted on a stake, must be removed no more than 12 hours after it is over and may not be posted for longer than 48 hours in total.

### 2.2 Vehicles.

Subject to Section 4.5 of the Supplementary Declaration, if the residents of a "Unit" (as defined in the Master Declaration) own or lease more authorized vehicles than the garage of the Unit was designed to accommodate, those extra vehicles may be parked on the driveway of the Unit so long as no such vehicle extends into a walkway or street or any common area. Parking on lawns or other yard areas or in front of mailboxes, fire hydrants or curbs which are painted red is prohibited. Temporary parking of delivery and service vehicles on driveways or at curbside is permitted for no longer than 24 hours while actually servicing a Unit, and temporary parking of guests' vehicles is permitted only while visiting a resident, subject to these Rules. No inoperable vehicle may remain anywhere in the project (except wholly within an enclosed garage with the door closed) for longer than 48 consecutive hours without being moved off-site, and no vehicle may be parked in any guest or street parking space for longer than 72 consecutive hours without being moved off-site; provided that any more restrictive City ordinance may also be enforced by the City. The Board's authority to enforce these Rules includes the right to remove nonconforming vehicles as provided by California Vehicle Code Section 22658.2 or any similar statute, with all costs charged to the vehicle owner.

### 2.3 Garages and Driveways.

Subject to Section 4.5 of the Supplementary Declaration requiring each garage to accommodate one full-sized automobile (in each bay-Village I only), if occupants of a Unit have fewer than that number of passenger vehicles the remaining garage bays may be used to store other items (including without limitation other restricted vehicles, boats, campers, haulers, motorcycles, mopeds, scooters, bicycles and tricycles), all of which when not in use must be stored out of sight of other Units and common area and in compliance with these Rules, or otherwise be stored off-site. Garage doors must be kept fully closed, except they may be fully opened when vehicles are entering or exiting or when Unit occupants are working inside or repeatedly entering or exiting the garage to work outside, and may be opened no more than two feet at other times for ventilation. Driveways shall be kept free of unsightly stains (defined as any one stain larger than five inches in diameter or more than ten smaller stains in a concentrated area), all of which must be immediately removed or substantially faded by use of appropriate cleaning compounds. Drip pans may be used to avoid such stains, so long as the drip pan is stored out of sight when the vehicle is not present.

### 2.4 Master Common Area Use.

Except as otherwise provided below, walkways and green belts within the Master Common Area may be used only for walking and jogging. Any use of such areas which results in damage may subject the user to a Special Assessment levied by the Board for repair of the damage. Parties, games, sporting events and other group activities may be conducted on the Master Common Area only with the prior written consent of the Board, which consent may be requested through the management company and may be denied for any reason at the sole discretion of the Board. Children younger than eight years of age must be accompanied by

an adult when using any of the Master Common Area recreational facilities or tot lots. Tot lots may be used only between 8:00a.m. and dusk.

2.5. Pets.

Subject to Section 4.6 of the Supplementary Declaration, any unreasonable noise and any damage to Master Common Area caused by any pet for which a property owner or occupant is responsible shall be a violation of these Master Rules permitting the Board to take corrective action against the owner as provided in Article V of these Rules.

2.6. Trash Containers.

Trash containers must be completely screened from streets and adjacent properties. Trash containers should be of a plastic material to reduce collection noise.

### ARTICLE III: SITE DEVELOPMENT GUIDELINES

The following guidelines apply to all construction activities undertaken by property owners other than the original builders, supplementing the restrictions and standards contained in the Master Declaration and the Supplementary Declaration; provided that, if a proposed improvement cannot be conformed to both those Declarations and these Rules, the Declarations will control. These guidelines provide direction for property owners and each ARC regarding types of improvements generally permissible and impermissible within Rancho Del Oro. However, conformity with these guidelines is not a substitute for obtaining approval of proposed improvements from the City of Oceanside, the appropriate ARC and, if required, from the Board.

3.1. Heights.

(a) Dwelling Units. Heights of changes and additions to dwelling units may not exceed the maximum height of existing two story residential structures in the community and must be compatible with the existing structure with respect to massing and enclosure. Any such improvements which have any portions higher than ten feet (10') may not unreasonably interfere with the availability of natural light on neighboring Units.

(b) Other Structures. Maximum height of the occupiable area of all other structures, including patio structures, trellises and gazebos, will be limited to nine feet above the finished first floor level of the existing residential structure. No portions of the proposed structures that are decorative and unoccupied and exceed the nine foot limit are subject to special review by the Board of Directors.

3.2. Setbacks.

Minimum setback standards for the community are established by the City of Oceanside in conformance with the applicable building and zoning codes. These standards affect all improvements including buildings, garages, carports, pools, recreation facilities, parking areas, awnings, patio covers, balconies, stairs and decks.

3.3 Windows.

Glass tinting or shading must be compatible with other windows in the same structure. Reflective glass film and plastic roll-up shades are not permitted, nor are exterior shades of any

type. No window may be covered by newspaper, towels, foil, paint or any other material not designed as a window covering.

3.4. Fascia.

Material and finish of fascia must be compatible with the existing treatment.

3.5. Fences, Walls and Hedges.

Windbreaks and sound screens will be treated like fences. No fence, wall or hedge may exceed six feet in height, subject to any requirement of the City of Oceanside which is more restrictive. Fences, walls and hedges which will abut any existing wall or fence may not exceed the height of the existing wall or fence, unless otherwise required by building codes for protection of swimming pools or spas. The height of all fences, walls and hedges will be measured vertically from the adjacent grade at the base of the fence or wall. Tops of fencing, walls or hedges installed on slopes, where permitted, may be parallel with the slope or stepped. Fencing or walls maintained by the Master Association may not be modified without the express written approval of the Board. Fencing originally constructed on a lot by the builder may not be altered or removed without the express written approval of the ARC; except that an alteration defined as a "Pre- Approved Improvement" in Attachment 1 hereto shall not require ARC approval.

3.6. Patio Structures, Sun Shades and Gazeboes.

Side elevations of structures may not be enclosed in any manner, except if the wall of a dwelling unit forms a natural enclosure to some or all portions of a side elevation. No objects such as urns, pots or planters may be placed on top of any structure. All such "adornment" must be located under or around or suspended within the structure.

3.7. Exterior Colors.

Exterior colors of buildings, fences, walls and structures as originally applied or as listed in Attachment 1 hereto may not be changed or altered without ARC approval.

3.8. Basketball Backboards.

(a) Attached. Basketball backboards may be permanently attached only to that portion of the dwelling unit or garage adjacent to the driveway. Free-standing basketball backboards attached to poles implanted in the ground must also be adjacent to the driveway, and shall require each adjoining neighbor's approval; provided that disapproval may be based only on a well- founded concern that the location of the structure will cause appreciably more damage to the disapproving neighbor's property than would a backboard affixed to the requesting Owner's dwelling unit or garage, as to which the ARC or Board shall make the final determination.

(b) Portable. Backboards which are designed to be portable shall be placed for play only on or adjacent to the driveway, and shall require each adjoining neighbor's approval; provided that disapproval shall be subject to the same conditions which apply to backboards attached to poles in the ground. Portable backboards shall be stored out of sight from streets and adjacent properties when not in use; except the Board or ARC may permit a portable backboard to remain in place if its owner obtains written approval therefore from each Owner from whose

property it is visible.

(c) General Rule. All basketball backboards must be "official" in size, material and color. Any backboard not maintained in a condition and location satisfactory to the Board or ARC shall be removed by the Owner upon request

3.9. Exterior Lighting.

All added exterior lighting fixtures (excepting only UL-approved "Malibu" or similar fixtures) and associated wiring and conduit must be screened from view from adjacent streets or Units; and security light sensing devices must not be activate by activity occurring outside of the Owner's property. Any exterior lighting which creates an unreasonable annoyance to neighbors may be prohibited. Christmas lighting in season is permitted without ARC review or approval; provided that such lighting or decorations may not be installed before Thanksgiving Day and must be removed by January 15.

3.10. Diverters/Down Spouts/Gutters.

Diverters, down spouts and similar items must be painted to match surrounding material. If installation of such items changes the existing drainage pattern, the proposed drainage pattern must be specified on the improvement plans.

3.11. Skylights.

Skylights are to be designed as an integral part of the roof. Their form, location, and color should be compatible with and relate to the building.

3.12 Solar Panels/Mechanical Devices.

Solar panels must be integrated into the roof design, to respond to the roof slope and to minimize the profile of the collector. Frames must be colored to complement the roof. Natural aluminum frames are prohibited. Support solar equipment must be enclosed and screened from view. All mechanical equipment exposed to the exterior must be located in a manner which minimizes visual impact.

3.13 Water-Oriented Improvements.

The plans and specifications for any pool, spa, hot tub, pond, fountain or other water-oriented improvement must ensure that (a) all accessory equipment, except solar collector panels, are located, screened, or recessed so as not to be viewed from any other Unit or street; (b) heaters are stack less or low-profile in configuration; (c) solar collector panels, including racks and distribution components, are constructed of appropriate materials, will be located to minimize visual impacts, and will be properly installed; and (d) all installations are located, sound controlled and maintained so as not to unreasonably disturb residents of adjoining Units.

3.14 Other Recreational Item.

The ARC will consider the possible detriment to other Units when reviewing proposed outside recreational use or activity areas. Such review will include potential noise and light intrusion.

3.15. Wrought Iron.

All wrought iron screen doors and other approved items attached to a Unit must have a finish color which complements the exterior of the Unit.

316 Landscaping.

(a) Planning, Installation and Maintenance. Front yard landscaping must be completely installed within six (6) months after the first close of escrow for sale of the Unit by its builder, and must maintain the human scale and general landscape theme established within the community. However, no landscaping not listed in Attachment 1 as pre-approved by the Board may be planted or installed until plans and specifications have been approved by the ARC. The plans must show the proposed locations, elevations, and heights at maturity of said trees, bushes, shrubs or plants, including location, elevation and height in relation to other Units. Once installed, all landscaping visible from any portion of an adjoining Unit, the Master Common Area or a public right-of-way must be adequately and regularly maintained according to reasonable community standards, including regular trimming, watering, mowing, edging and weeding; provided that no street trees shall be trimmed so severely that it negatively affects the natural shape of the tree. Owners may be required to remove, trim, top or prune any tree, bush, shrub or plant which in the reasonable belief of the ARC or the Board unreasonably interferes with the availability of natural light on neighboring Units.

(b) Hardscape and Softscape. In front yard areas, a substantial portion must consist of plant material rather than hardscape; decorative rock, gravel or bark may not be used as a primary landscape material but may be used to surround or as mulch for softscape; and softscape should be utilized to fragment or otherwise divide hardscape. A driveway may be widened to the width of the garage, with a full arc application filed prior to the start of the project. A driveway extension wider than the garage MUST COMPLY WITH ALL THE FOLLOWING: (1) APPROVAL BY THE ARC COMMITTEE; (2) MUST HAVE A MINIMUM SOFTSCAPE BUFFER OF 2 FEET BETWEEN THE DRIVEWAY EXTENSION AND THE SIDE PROPERTY LINE; (3) MUST NOT EXTEND MORE THAN 4 FEET ON EITHER SIDE OF THE GARAGE; (4) ALSO, MUST NOT EXTEND, COUNTING BOTH SIDES OF THE GARAGE, MORE THAN 6 FEET IN TOTAL (CUMULATIVE).

(c) Artificial Turf. Architectural approval is required prior to the installation of artificial turf in front yards. Turf material must be made of polyethylene fibers. The height of the fibers shall be 1.75" to 2.0". The density must be at least 62 oz. per square yard.

317. Hours of Operation.

All construction activities must be carried on between 7:00A.M. and 6:00P.M. on Monday through Friday (except holidays) and between 9:00A.M. and 5:00P.M. On Saturdays, Sundays and holidays, except that any City ordinance which is more restrictive will prevail.

318. Workmanship.

The quality of all construction must be consistent with existing structures. Any improvement of inferior quality must be reworked or removed and the structure or area on which it was located restored to its condition prior to the commencement of the particular construction activity. All expenses of such reworking or removal and restoration will be paid by the owner responsible for the inferior improvement. If that owner refuses to rework

or remove and restore at his expense, the ARC may request the Board to effect such reworking or removal and restoration, and the cost thereof will be a Special Assessment against that owner as provided in the Master Declaration.

3.19. Commencement and Completion.

Except for front yards, which must be completely installed within six months after the close of escrow for the sale of the Unit by its builder, and except for rear and side yards, which must be completely installed within one year after the close of escrow for the sale of the Unit by its builder, once approval of proposed improvements is obtained from the ARC (and from the Board, if necessary), construction must commence within six months of final approval or the approval will lapse. Once commenced, the construction must be vigorously prosecuted until completion, with no lapse of construction activities extending for more than 60 days. All improvements must be completed within one year after the date of approval, unless otherwise specified in writing by the ARC or the Board. If not so completed the Board or the ARC may void the approval and require a new submission for review.

ARTICLE IV: SUBMISSION STANDARDS

All submissions for ARC review must include, where applicable, the following plans, drawings and specifications. Plans must be clear, complete and prepared in accordance with applicable building codes.

4.1 Plot Plan.

- (a) Show lot lines accurately as to lengths, angles and curves; show all existing and proposed buildings, structures, fences, walls, sidewalks and other Improvements; indicate all required setbacks, easements, streets or rights-of-way and top or toe of slopes.
- (b) Show all dimensions of proposed work, distances between existing and proposed work and distances between proposed work and property lines, setback lines and slopes.
- (c) If important to depict the proposed Improvements or show their impact on adjacent properties, include site photos of all surrounding conditions adjacent to the location of the proposed Improvements, including neighboring Units and common areas.

4.2. Roof Plan

Show all existing and proposed roofs noting slope pitches and overhangs. Designate existing and proposed roofing material. Indicate any unusual conditions and details involved in or resulting from the work.

4.3. Floor plan.

Indicate all walls, columns, openings and any condition or feature that will affect the exterior design or appearance of the structure. Show dimensions of proposed work and related existing work; indicate relationship. Delineate all parts of the exterior that cannot be shown on elevation. Set out square footage of proposed and existing work.

4.4. Elevations.

Provide exterior elevations of all proposed structures. Delineate all height limits in relation to proposed work.

4.5. Fence and Wall Plans.

Include specifications of materials, color and height. For alterations or additions, note if finish is to match existing finish. Show heights in relation to adjacent ground elevations.

4.6. Working Drawings.

Include all working drawings and any preliminary plans which were submitted to the ARC, specifying the revisions required by the ARC's preliminary review.

4.7. Grading Plan.

Show contours, flow lines, finish grades and proposed drainage systems. Changes of finish grade may require a grading plan prepared by a registered civil or professional engineer or landscape architect. The Grading Plan may be incorporated into the-Plot Plan described in Section 4.1 above.

4.8. Landscape Plan.

Include grading, drainage systems, walks and hardscape, planting area, planters, decks, fences and walls, stairs, trellises, arbors, gazebos, ponds, fountains, ground covers, shrubs, trees, slope stabilization, ornamental rocks, recreation areas, courts, mechanical apparatus and lighting and similar proposed Improvements.

4.9. Pool Plan.

Include pools, spas, hot tubs, heating and filtering equipment, enclosures or screening and drainage.

4.10. Mechanical and Solar Energy Plans.

Include all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities, and distribution components.

4.11. Exterior Colors and Finishes.

For any proposed modification of exterior material and any proposed modification of exterior color requirements which proposes to use colors other than those listed as pre-approved in Attachment 1, the following must be included:

- (a) A color sample board or an elevation sheet with color chips attached clearly noting where colors are to be used.
- (b) Samples of masonry and finish roofing materials. Descriptions are acceptable for common materials such as used and common brick and wood shakes or shingles.
- (c) Color and material samples are not required when drawings indicate "color and material to match existing."

4.12. Specifications.

List materials, quality and finishes together with method of installation or application.

## ARTICLE V: ENFORCEMENT

### 5.1. Board Authority.

The Master Association Board's authority to enforce these Rules and the recorded covenants and restrictions binding Rancho Del Oro is described in Section 2.6 of the Master Declaration. The Board's enforcement authority extends to imposing monetary penalties for violations and recovering its costs related to bringing an owner into compliance with the Rules and recorded restrictions.

### 5.2. Referral to ARC.

Upon receiving notice of an alleged violation of these Rules or the recorded restrictions, the Board shall under normal circumstances refer the matter to the relevant ARC for resolution in accordance with that ARC's internal procedures; to the extent such procedures reasonably comply with the standards set out in the Board's "Model ARC Review Procedures" (see Attachment 2). The ARC final decision may be appealed to the Board using the appeal procedure described in Section 6.4 of these Rules. Any ARC-imposed disciplinary action in the nature of a fine or demand for recovery of enforcement costs must be ratified by the Board before it may be enforced.

### 5.3. Board Enforcement.

(a) Standard Procedure. When an ARC determines in accordance with Board policy, or the Board determines with or without ARC involvement, that these Rules or the recorded restrictions have been violated, the first notice of the violation will be a warning letter ("First Warning") from the Board giving a limited time to correct the violation. If the violation is not corrected within that time, or if an ARC has attempted enforcement without success and refers the matter to the Board for action, the Board may issue a follow-up notice to set a hearing date regarding the matter, impose a monetary penalty or both; provided that imposition of a penalty must comply with the requirements of Section 2.6.3 of the Master Declaration (i.e., 15 days' advance notice which complies with Section 17.1 of the Master Declaration; opportunity for a hearing at least 5 days before the penalty is effective; and the option to impose a new penalty for each month during which the violation continues).

(b) Repeated Violations. If an owner corrects a violation of these Rules or the recorded restrictions but repeats the same or a similar violation two (2) or more times within twelve (12) months after taking that corrective action, the Board need not issue a First Warning before imposing a monetary penalty on that owner commencing with the second such repetition and again for each successive similar violation which occurs within twelve (12) months of a previous correction.

(c) Penalties. All continued violations will be called to a hearing after the first notice. Please refer to the Enforcement Policy for clarification of the fine schedule.

(d) Legal Action. The Board may at its discretion institute legal action at any time to enforce these Rules or the recorded restrictions, whether or not a penalty has been imposed.

## ARTICLE VI: MASTER BOARD REVIEWS

### 6.1. Board Review of Material Changes.

For purposes of Section 2.7 of the Master Declaration, the term "Material Change" is defined to mean a home addition. Before any Material Change may be made, the plans and specifications must first be acted upon by the ARC for the Village in which the affected Unit is located, as provided in the review procedures adopted by that particular ARC with Board approval (see Section 6.3 below). The plans and the final decision of the ARC must then be submitted to the Master Association Board for review and action according to the schedule and procedures contained in Section 2.7 of the Master Declaration. The Board's decision regarding a proposed Material Change will take into account the impact of the proposed change on the Rancho Del Oro project as a whole and will be final, notwithstanding any contrary decision by the ARC. Should a dispute arise regarding whether a proposed improvement or change is a Material Change, the dispute will be submitted to the Master Association Board for final resolution.

### 6.2. Limitation on Approvals.

Approval of any improvements or changes given by an ARC, the Master Association Board or both (a) does not waive or otherwise affect the applicant's duty to comply with governmental standards and procedures, including without limitation any permit requirements of the City of Oceanside, and (b) does not imply and may not be deemed approval from the standpoint of structural safety or conformance with building or other codes. Conversely, issuance of City of Oceanside or other governmental approvals or permits does not waive or otherwise affect the applicant's duty to comply with these Rules.

### 6.3. Adoption of ARC Procedures.

Each Village ARC must adopt written procedures for reviewing and acting on proposed improvements and changes submitted by Rancho Del Oro property owners. Such procedures must both (a) comply with the requirements contained in Article VI of the Supplementary Declaration, and (b) be approved by the Master Association Board in writing before adoption by the ARC. If an ARC adopts the Board's "Model ARC Review Procedures" (see Attachment 2 to these Rules), both of the preceding conditions shall be deemed to have been satisfied. No amendment to an ARC's procedures will be effective until it is first submitted to and approved in writing by the Board.

### 6.4. Reconsideration of ARC Decisions.

(a) Initiation. Any ARC decision regarding improvements or changes may be reconsidered by the Master Association Board (1) upon receipt of a written appeal from the applicant property owner ("Appeal"), which must be received by the Board no later than 10 days after issuance of the ARC's final decision disapproving the proposal or the completed work; or (2) upon receipt of a motion for reconsideration presented to the Board by one or more Board members ("Motion"), which must be received by the Board and sent in writing to the applicant property owner and the affected ARC no later than 10 days after issuance of the ARC's tentative decision approving the proposal or the completed work. Upon receipt of such a Motion,

an ARC must disapprove the proposed or completed improvements or changes within the time period specified in Section 6.2 (d) or Section 6.6 (a) of the Supplementary Declaration, pending final action by the Board on the Motion.

(b) Procedure. Upon receipt of an Appeal or a Motion and collection of relevant supporting materials, the Board may either (1) consider the matter at a regularly scheduled or special meeting, which meeting may or may not include an opportunity for the applicant to be heard; or (2) decide the matter by unanimous written consent without a meeting as permitted by Section 5.14 of the Master Association's Bylaws. In either event, the Board's final written decision on the matter must be sent to the applicant property owner and the affected ARC no later than thirty (30) days after the Board's receipt of the Appeal or Motion.

## ARTICLE VII: MISCELLANEOUS

### 7.1. Delegation by Board.

As provided in Section 7.1 of the Master Association's Bylaws, the Board at its sole discretion may create a Master Association Architectural Committee ("Committee") with membership determined by the Board. If a Committee is created, it will serve at the pleasure of the Board and will perform the functions assigned to it at the Board's sole discretion, including without limitation any one or more of the Board's functions described in these Rules.

### 7.2. Amendments to Rules.

The Master Association Board may amend these Rules and the "Model ARC Review Procedures" at its sole discretion, provided that it complies with Section 4.1 of the Master Declaration. If the Board adopts an amendment also intended for adoption by the ARC's, the Board will send a written copy of the amendment to each ARC. Each such amendment must be adopted by each ARC within sixty (60) days after its receipt

APPROVED AND ADOPTED at a meeting of the Board of Directors of The Villages of Rancho Del Oro Association, Inc. held on \_\_\_\_\_ 19\_\_\_\_.

ATTESTATION:

Secretary, Board of Directors

\_\_\_\_\_

Date

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# The Villages of Rancho Del Oro Homeowners Association, Inc.

## Pre-Approved Improvements

The following improvements are pre-approved by the Board of Directors of The Villages of Rancho Del Oro Homeowners Association, Inc. These improvements do not require approval by the Architectural Review Committee.

### Fence Painting/Staining

Painting or staining fences using a transparent or semi-transparent stain which does not appreciably change the natural color of the wood.

### Vinyl Fences

Vinyl fences are considered a pre-approved improvement only if they are five feet (5') or six feet (6') in height, are white in color, and are a privacy-style fence. Any proposed variation in height, color, or style will require architectural approval from your respective Architectural Review Committee.

### House Painting

Painting houses using a color identical to the current color of the portion of the house being painted (e.g. trim or stucco) or from the available pre-approved color schemes.

### Landscaping

#### **Front Yard:**

**Included:** Minor landscape replacements or removals.

**Not included:** Major renovations or hardscape installation.

#### **Back Yard:**

**Included:** Any installation or change to landscaping or hardscape which does not extend above the top of the back yard fencing.

**Not included:** Installation or change to any water-oriented improvements (e.g. pools, spas, hot tubs, ponds or fountains).

### Satellite Dish

Installation of a satellite dish shall be pre-approved, contingent upon the satellite dish being installed by a professional contractor, with all local and state laws followed. The satellite dish must be placed on the rear of the home, or if on the side of the home, behind the fence line. Any other placement requires approval from the ARC prior to installation.

### Solar Panels

Installation of Solar Panels shall be pre-approved, contingent upon the solar panels being installed by a professional contractor, with all local and state laws followed. Any exposed conduit shall be painted to match the color of the exterior of the home.

# The Villages of Rancho Del Oro Master Homeowner's Association, Inc.

## RESOLUTIONS

In accordance with The Villages of Rancho Del Oro Homeowner's Association, Inc. (VRDO) Bylaws, Section 5.2.1, it is hereby resolved, that the following rules have been adopted and made a part of the VRDO Supplementary Rules & Resolutions:

2.1(a) Garage Sale and Other Signs: Homeowners are responsible for signs (garage sale, open house, etc.) to be placed in their front yard or VRDO common area must be placed in the ground using either a wooden or metal stake. Otherwise, they may be placed on the ground with a free-standing frame. Signs may not be attached to any trees, poles, concrete walls, fences or any non-homeowner owned property. No signs under any circumstances are allowed in tot lots or parks. Political signs are ONLY allowed on your personal property. Homeowners are responsible for the removal of all signs in a timely manner. Garage sale signs may be posted no more than 24 hours before the sale commences, must include the address, must be posted on a stake, must be removed no more than 12 hours after it is over and may not be posted for longer than 48 hours in total. Homeowners who violate this policy may be subject to an automatic \$100.00 minimum maintenance fee that will be assessed to the Owner's account for removal and/or repairs. The Association compliance policy may also be enforced in addition to the maintenance fee.

2.4(a) Resident Safety: To preserve the safety, health, and welfare of the residents of the Villages of Rancho Del Oro Homeowners Association; no ramps, cones, basketball structures, or other items shall be permitted on any street or sidewalk that in any way interferes with or impedes vehicular and / or pedestrian traffic or right of way.

2.4(b) Skateboarding on Private Streets: Skateboarding is prohibited on any and all private streets and curbs within Villages 3.4 (Miraval), 7.2 (Pravada), and 7.3 (Belamar). Any and all obstructions (e.g. skateboard ramps) that may interfere with or impede pedestrian and / or vehicular traffic or right of way are also prohibited.

2.4(c) Wheeled Vehicles: Wheeled vehicles (e.g. skateboards, rollerblades, inline skates, scooters, bicycles, tricycles, etc.) are prohibited from use inside any and all Community tot lots.

2.6(a) Allotted Time and Location of Waste Cans: No trash, rubbish, garbage or other waste material shall be kept or permitted upon any Unit, the Master Common Area, on any street abutting or visible from the Properties, except in covered sanitary containers approved by the City, and located in appropriate areas screened and concealed from view. Also, no odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity of its occupants. Waste cans / trash containers shall not be exposed to the view of neighboring Units and Residences earlier than 3:00pm the day prior to waste collection, and shall be removed from the sidewalk or street, out of public view and view of neighboring Units and Residences no later than 8:00pm the evening of collection.

NEW 2.7 Exterior Maintenance: Each owner shall be responsible for the exterior maintenance and upkeep of their own Lot and improvements; including but not limited to, house painting, exterior walls, windows, garage doors, front doors, driveways, roofs, and fencing. The exterior of the home must be kept in a clean, workable and attractive condition at all times.

3.8(a) Portable Basketball Structures: When not in use, all portable basketball structures must be placed out of view from any public street, common area, or adjacent lot, unless a Portable Basketball Structure Variance has been approved by the appropriate Village ARC.

3.12(a) Installation of Solar Panels: Installation of solar panels shall be a Pre-Approved Architectural Improvement, contingent upon the solar panels being installed by a professional, licensed and insured contractor. All local and state laws are followed, and any exposed conduit shall be painted to match the color of the exterior of the home.

# The Villages of Rancho Del Oro Master Homeowner's Association, Inc.

3.19 (a) Completion Timeline: Any proposed improvement(s) to a residence as the result of an approved Architectural Application must be commenced within six (6) months of the approval date and must be completed within six (6) months of the commencement date. Should this approved timeline expire prior to the improvement(s) being completed, the Owner **must** request an extension from the ARC, or the approval will expire, and a new Architectural Application **must** be submitted for ARC review.

4.5(a) Pre-Approval of Vinyl Fences: Vinyl fences are a pre-approved improvement if the requirements as set forth by the Board are met. Vinyl fences may only be five feet (5') or six feet (6') in height, must be white in color, and must be a privacy-style fence (solid). Any proposed variation in height, color, or style will require Architectural Approval from the Architectural Review Committee.

4.8(a) Artificial Turf: Architectural approval is required prior to the installation of artificial turf in front yards. Turf material must be made of polyurethane fibers, must be green in color, the height of the fibers shall be 1.50" – 2.0" (One and a half inches to two inches), permeable in style, and the density must be at least 62 oz. (sixty-two ounces) per square yard.

4.8(b) Backyard Landscaping: Any installation or change to landscape or hardscape, which does not exceed the top of the rear yard fencing, shall be considered a Pre-Approved Improvement. Except, that no installation or change to any water-oriented improvement (including, without limitation: pools, spas, hot tubs, ponds, or fountains) or substantial change to grade elevations or drainage in the rear yard.

6.5 ARC Requirements: The Board shall appoint members to the Architectural Review Committee's (ARC) with less than five (5) members. Five (5) members are required for each Village ARC. If the Board cannot find a volunteer within the Village, the Board may appoint members from the Board of Directors or another Village's ARC to fill the empty position.

7.3 Annual Contract Renewals: Upon an approved vote by the Board of Directors, all annual contracts with vendors must be signed by, a minimum, of the majority of the Board of Directors after a board vote. Any "special projects" outside the scope of the annual contract should be signed or voted on by the sitting quorum.

4.13 EV Charging Stations- In compliance with Civil Code 4745 and all municipal codes, EV Charging Stations are considered a pre-approved architectural improvement so long as it is attached with or on the side walls of the home/garage and installed by a licensed and bonded contractor with drafted installation plans.

## **PARKING & GARAGE REMINDER:**

Please be reminded of The Villages of Rancho Del Oro's parking and garage usage rules as found in the Supplemental CC&Rs for each Village.

### **Village I, II, III, IV, V & VI:**

Supplemental CC&Rs, Section 4.5 "Vehicles owned, operated or within the control of any owner or of a resident of such Owner's unit shall be parked in the garage of such Owner to the extent of the space available therein, provided that each owner shall maintain his garage in a manner which ensures that it is capable of accommodating at least one full-sized automobile in each bay."

### **Village VII:**

Supplemental CC&Rs, Section 14(d) "Each Owner shall keep his garage readily available for parking his respective vehicle therein and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed by Declarant"

These amendments have been approved by the 2019 VRDO Master Board of Directors as noted, and is made pursuant to the Corporation's Bylaws and Section §7211(b) of the California Corporations Code to be *effective*

# The Villages of Rancho Del Oro Master Homeowner's Association, Inc.

## RESOLUTION

In accordance with The Villages of Rancho Del Oro Homeowners Association, Inc. (VRDO) Bylaws, Section 5.2.1, it is hereby resolved, that the following rule is adopted and made a part of the VRDO Supplementary Rules & Resolutions:

*7.4 Family Day Care Home - A "day care home" is defined as one that regularly provides care, protection, and supervision for 14 or fewer children for periods of less than 24 hours per day. (See, Health and Safety Code Section 1596.78(a). Any such resident running a day care home in the community must comply with the requirements of Health and Safety Code Section 1597.531 which is set forth below:*

Health and Safety Code Section 1597.531. Liability insurance or bonding requirements:

(a) All family day care homes for children shall maintain in force either liability insurance covering injury to clients and guests in the amount of at least one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in the total annual aggregate, sustained on account of the negligence of the licensee or its employees, or a bond in the aggregate amount of three hundred thousand dollars (\$300,000). In lieu of the liability insurance or the bond, the family day care home may maintain a file of affidavits signed by each parent with a child enrolled in the home which meets the requirements of this subdivision. The affidavit shall state that the parent has been informed that the family day care home does not carry liability insurance or a bond according to standards established by the state. If the provider does not own the premises used as the family day care home, the affidavit shall also state that the parent has been informed that the liability insurance, if any, of the owner of the property or the homeowners' association, as appropriate, may not provide coverage for losses arising out of, or in connection with, the operation of the family day care home, except to the extent that the losses are caused by, or result from, an action or omission by the owner of the property or the homeowners' association, for which the owner of the property or the homeowners' association would otherwise be liable under the law. These affidavits shall be on a form provided by the department and shall be reviewed at each licensing inspection.

(b) A family day care home that maintains liability insurance or a bond pursuant to this section, and that provides care in premises that are rented or leased or uses premises which share common space governed by a homeowners' association, shall name the owner of the property or the homeowners' association, as appropriate, as an additional insured party on the liability insurance policy or bond if all of the following conditions are met:

(1) The owner of the property or governing body of the homeowners' association makes a written request to be added as an additional insured party.

(2) The addition of the owner of the property or the homeowners' association does not result in cancellation or nonrenewal of the insurance policy or bond carried by the family day care home.

(3) Any additional premium assessed for this coverage is paid by the owner of the property or the HOA. Additionally, any resident running a day care home in the community must assume complete and total responsibility for the supervision for the children when they are on the premises and comply with all local and state laws regulating the licensing and operation of a day care home. Furthermore, day care homes are not exempt from the use restrictions listed in the Association's Governing Documents; including, but not limited to, parking rules and common area use. The cost of any damage to VRDO property by a resident, guest(s), or Family Day Care Child will be assessed back to the Homeowner of the property. If an Owner has any questions, the Owner should contact Management.

This amendment has been approved by the 2019 VRDO Master Board of Directors and is made pursuant to the Corporation's Bylaws and Section §7211(b) of the California Corporations Code.