

# **RULES AND REGULATIONS**

## **WOODRIDGE COMMUNITY ASSOCIATION**

August 24, 2022

# **WOODRIDGE COMMUNITY ASSOCIATION**

## **RULES AND REGULATIONS**

Welcome to the Woodridge Community Association. Woodridge Community Association is a California non-profit corporation consisting of those owners of homes within Woodridge. The Association offers many advantages to the Homeowner. In order to protect and preserve these advantages, however, certain limitations and restrictions are placed on Homeowners of the Association.

The purpose of the Association is to ensure that the common area amenities will be maintained in an attractive manner, to maintain property values by enforcing covenants and restrictions, and to ensure peaceful enjoyment of their properties by Homeowners.

These rules, regulations and policies have been developed with consideration given to providing each resident with the greatest enjoyment of the common areas without infringing on other residents and their rights to quiet enjoyment of their homes and community.

It is required that these Rules and Regulations be read by all Homeowners of the Association. Special attention should be paid to the Homeowner's responsibility for observance of these Rules and Regulations by relatives, guests and other visitors. Furthermore, observance of these Rules and Regulations is a cooperative undertaking and Directors, while responsible for the management of the Association's affairs, are not police officers and should not be put in the embarrassing position of seeing that their friends, neighbors and valued Association Homeowners comply with these rules.

Congenial living and maintenance of community property values are the primary intent of these Rules and Regulations. Flagrant disregard of Rules and Regulations stated herein, the Covenants, Conditions and Restrictions (CC&Rs), or the By-Laws Violation of the Rules may, after notice and hearing, cause the Member to lose their status of good standing and may subject them to monetary fines and revocation of some membership privileges. Although these Rules and Regulations support the CC&Rs, they do not cover the entirety of the document. Nor do these Rules and Regulations substitute for City of Thousand Oaks, County of Ventura, State of California and/or United States laws which may supersede this document or any portion thereof.

Failure of The Board to act on any Rule or Regulation does not invalidate the ability to enforce in the future. Any portion of this document that is found to be illegal does not negate the balance of the document.

**PLEASE READ ENTIRELY AS THIS DOCUMENT CONTAINS IMPORTANT RULES AND REGULATIONS THAT ALL HOMEOWNERS AND RESIDENTS ARE REQUIRED TO FOLLOW**

## Table of Contents

<b>Article 1 General</b> .....	6
Section 1.1 Lot Maintenance. ....	6
Section 1.2 Landscape Maintenance .....	6
Section 1.3 Altering Landscape.....	6
Section 1.4 Littering. ....	6
Section 1.5 Trash .....	6
Section 1.6 Responsibility for Guests .....	7
Section 1.7 Wheeled Items. ....	7
Section 1.8 Harassment Policy .....	7
Section 1.9 Garages .....	7
Section 1.10 Filming Activity .....	7
Section 1.10.1 Filming Requirements and Restrictions .....	7
Section 1.10.2 Filming Exceptions .....	8
Section 1.11 Garage Sales/Estate Sales/Yard Sales .....	8
Section 1.12 Drones and other Flying Items .....	8
Section 1.12.1 Drones, Remote Control Helicopters/Planes or other Flying Items .....	8
Section 1.12.2 Drone Exceptions .....	8
Section 1.13 Exterior Lighting .....	8
Section 1.14 Holiday Decorations and Lights .....	9
Section 1.15 Items Visible from Common Areas .....	9
Section 1.16 Fireworks .....	9
Section 1.17 Projectiles .....	9
Section 1.18 Smoking .....	9
Section 1.19 Alcohol Use .....	9
Section 1.20 Open and Closed Flame Devices and Portable Generators .....	9
Section 1.21 Inflatable Jumpers and Miscellaneous Items .....	10
Section 1.22 Organized Team sports and Private Classes .....	10
Section 1.23 Commercial Food Trucks and “Event” Vehicles .....	10
Section 1.24 Noise Rules .....	10
<b>Article 2 Entry and Access Policies</b> .....	10
Section 2.1 Entry Lanes .....	10
Section 2.1.1 The Main Entry Lane (MEL) .....	10
Section 2.1.2 The Transponder Entry Lane (TEL) .....	10
Section 2.2 Gate Key .....	11
Section 2.2.1 Changes in Vehicle Status .....	11
Section 2.3 Visitor Entry .....	11
Section 2.3.1 Visitor Entry, requirements .....	11
Section 2.3.2 Restricting Visitors .....	11
Section 2.3.3 Denying Access .....	12
Section 2.4 Pedestrian Entry and Egress .....	12
Section 2.5 Service Vendors .....	12
Section 2.6 Event and Party Policy .....	12
Section 2.6.1 Large Events of More than Twenty-Five (25) Vehicles .....	12

Section 2.6.2 Restricting Event Participants .....	12
Section 2.7 Solicitation Policy .....	12
Section 2.8 Process Servers .....	13
<b>Article 3 Construction and Remodeling/Design Guidelines .....</b>	<b>13</b>
Section 3.1 Prior Approval Required .....	13
<b>Article 4 Pets and Animals .....</b>	<b>13</b>
Section 4.1 Pets .....	13
Section 4.2 Residents Responsibility for Pets and Animals .....	14
Section 4.3 Pet Noise .....	13
Section 4.4 Local Ordinances .....	14
Section 4.5 Animal Waste .....	14
Section 4.6 Animals and Private Property .....	14
Section 4.7 Nuisance Animals .....	14
Section 4.8 Feeding od Wild Animals .....	14
<b>Article 5 Vehicles and Parking .....</b>	<b>15</b>
Section 5.1 California Vehicle Code .....	15
Section 5.2 Permitted Drivers .....	15
Section 5.3 Street Parking Passes .....	15
Section 5.3.1 Guests, defined .....	15
Section 5.4 Parking with the Flow of Traffic .....	15
Section 5.5 Street Parking Hours .....	16
Section 5.6 Restricted Parking Hours .....	16
Section 5.6.1 Resident Exception, Parking Sticker .....	16
Section 5.6.2 Non-Resident Exception, Parking Sticker .....	16
Section 5.6.3 Vehicles Not Displaying Parking Sticker .....	16
Section 5.7 Parking Enforcement .....	16
Section 5.8 Restricted Parking .....	17
Section 5.8.1 Oversize and Restricted Vehicles .....	17
Section 5.8.2 Fire Lanes and Restricted Parking Areas .....	17
Section 5.9 Off-Road Travel .....	17
Section 5.10 Driverless Vehicles .....	17
Section 5.11 Restricted Use .....	17
Section 5.12 Leaking Vehicles .....	17
Section 5.13 Registering Vehicles .....	18
Section 5.14 Displaying Parking Permit .....	18
Section 5.15 Displaying Current License Plate and Sticker .....	18
Section 5.16 Vehicles Promoting Businesses, Services or Products .....	18
Section 5.17 Improper Storage on Community Streets .....	18
<b>Article 6 Flags and Signs .....</b>	<b>19</b>
Section 6.1 Flags and Flag Poles .....	19
Section 6.2 Non-commercial Displays .....	19
Section 6.3 Political Signs .....	19

Section 6.4 Security Signs .....	19
Section 6.5 Sign Removal .....	19
<b>Article 7 Sales and Leasing</b> .....	20
Section 7.1 Leasing/Rentals .....	20
Section 7.1.1 Required Statement in a Lease .....	20
Section 7.1.2 No Sub-Rentals/Assignments .....	20
Section 7.1.3 Violations of Governing Documents .....	20
Section 7.1.4 Indemnity of Association .....	20
Section 7.2 Real Estate Signs .....	21
Section 7.2.1 Open House Signs .....	21
Section 7.3 Showings and Open Houses .....	21
<b>Article 8 Board Meetings</b> .....	21
Section 8.1 Board Meetings Demeanor .....	21
Section 8.2 Recording of the meetings .....	21
Section 8.3 Attendance .....	21
 <b>ENFORCEMENT PROCEDURES</b>	
<b>A. Enforcement Policy and Fine Schedule</b> .....	22
<b>B. Enforcement Policy for Trash Cans Violations</b> .....	22
<b>C. Penalty Schedule of Fines</b> .....	22
<b>D. Items Not Considered Disciplinary Actions</b> .....	23
<b>E. Enforcement Policy and Fine Schedule for Violations other than Parking and Trash Can Violations</b> .....	23

## **Article I General**

### **Section 1.1 Lot Maintenance**

The exterior of homes and other structures on the property, including without limitation, temporary structures, storage sheds, garage doors, shutters and other surfaces of homes, must be maintained to be in a clean, free of dirt and water stains, neat, functional, and usable condition. Any obvious damage and deterioration to surfaces and finishes, including without limitation fading paint surfaces, must be repaired promptly. Changes to finishes or colors (of homes or other structures on the property) must be approved in advance by the Architectural Review Committee (ARC). All walks, driveways and other hardscape must be kept in a neat and clean condition at all times.

### **Section 1.2 Landscape Maintenance**

All lawns, trees, shrubs and other landscaping must be regularly maintained and kept in a neat and well-trimmed condition. Dead or dying landscaping, including plants and weeds, must be replaced with healthy and approved landscaping upon noticeable deterioration. All changes to landscaping, including but not limited to the planting of new trees and shrubs, the removal of trees and shrubs, the addition or removal of hardscape and the addition or removal of sod or artificial turf must be approved in advance by the ARC. No plant or seeds infected with noxious insects or plant disease may be brought into, grown in, or maintained upon the Properties.

### **Section 1.3 Altering Landscape**

Residents may not destroy, remove, relocate, alter, or otherwise disturb the landscaping, irrigation, fencing, signs, or lighting or any other component in the Common Areas. Residents are monetarily responsible for damage caused to the Common Areas by themselves and their Visitors.

### **Section 1.4 Littering**

Littering is strictly prohibited. Litter or debris, of any kind, is not permitted to be moved or blown from Resident's properties onto the Common Areas or other Resident's properties.

### **Section 1.5 Trash**

All trash and recycling containers must be maintained in an area not visible from any neighboring residential lot or common area. These containers may be placed at curbside no earlier than noon, the day prior to pick-up and must be removed from the front of the house by noon the day after pick-up and stored out of sight from the street. Storage behind a gate or fence is considered "out of sight".

## **Section 1.6 Responsibility for Guests**

Residents are responsible for their guests, renters, service workers or anyone else admitted on their authority into the community while they are in the community and for any damage they cause or problems they create.

## **Section 1.7 Wheeled Items**

Motorized scooters and motorized skateboards are prohibited on HOA sidewalks. For safety of residents and visitors, if the board receives complaints from homeowners regarding any wheeled items, these concerns will be addressed with the homeowner in question to possibly restrict the use thereof.

## **Section 1.8 Harassment Policy**

Harassment and verbal and physical abuse of any resident, guest, gate worker, or anyone else in the community is unacceptable and the violator and/or the appropriate designee may be subject to law enforcement intervention and an immediate demand for a Board hearing at which time disciplinary proceedings may be instituted. These may include, but not limited to, fines and suspension of voting rights.

California Law. California defines "harassment" as unlawful violence, a credible threat of violence, or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. (Code Civ. Proc. §527.6(b)(3).)

## **Section 1.9 Garages**

Garages are not permitted for use as living space or to conduct business (CC&Rs Section 10.5). Other uses of the garage shall not limit parking of the number of vehicles intended for the garage. Homeowners must park all vehicles in portions of the property intended for parking of motorized vehicles. Ordinarily garages should be used as the primary space to park vehicles. Driveways can be used for parking. Garage doors shall remain closed except as reasonably required for ingress and egress. Overhaul or repair of vehicles are only permitted inside a garage with the garage door closed.

## **Section 1.10 Filming Activity**

### **1.10.1 Filming requirements and restrictions**

The commercial filming of motion pictures, television programs, and/or commercials, and any other commercial filming or photography, or any similar activity in the common area is not permitted without prior Board approval and the activity is not disruptive to the residents.

### **1.10.2 Filming Exceptions**

The Association may allow the use of the Common Area for the filming of motion pictures, television programs, and/or commercials by third party production companies contracting with the Association, pursuant to such terms and conditions as the Board deems reasonable.

### **Section 1.11 Garage Sales/Estate Sales/Yard Sales**

This is a private gated community with limited access. Yard sales, estate sales, garage sales, community sales, boutiques or other sales involving the public are prohibited without Board approval. Visitors attempting to enter the community to access the above mentioned will be denied access, unless Board approval was previously obtained.

### **Section 1.12 Drones and other Flying Items**

#### **1.12.1 Drones, Remote Control Helicopters/Planes or other Flying Items**

Associations can impose restrictions on hobby and recreational drones. Drones, remote control helicopters, planes or other flying items, are not permitted to be operated by homeowners or their guests in the airspace above the development without the written permission of the Board, unless said use is restrained to the homeowner's property. They are prohibited because of safety concerns to children and adults outdoors, the potential to cause property damage to residents' homes, vehicles, property and Common Areas, the noise, invasion of privacy issues (many carry high-definition cameras), fire hazards and the danger they pose to air traffic. Malfunctioning electronics and batteries can pose fire hazards to flammable brush surrounding the Community. The above mentioned can interfere with low-flying helicopters utilizing the Helipad during emergency and non-emergency situations. Persons observing Owners, residents or guests operating a drone in or over the development should inform the property manager.

#### **1.12.2 Drone Exceptions**

Exceptions for Drone use may be considered for realtors and home appraisers. This will be for a defined time period, and to only take pictures of an identified property within the development for listing and selling purposes with permission of the owner. Photos of other resident's properties or of the Common areas are not permitted without Board approval. Exceptions may also be considered for the Association's HOA to perform its duties.

### **Section 1.13 Exterior Lighting**

Exterior Lighting cannot be maintained so as to shine into other residents' homes or lots or the Common Area or otherwise become a nuisance to other residents.

#### **Section 1.14 Holiday Decorations and Lights**

Halloween decorations may be installed beginning October 1st and must be removed within two (2) weeks after October 31st. Winter holiday decorations may be displayed starting the week of Thanksgiving and must be removed by the end of the second weekend in January. Related sound elements are only permitted between the hours of 10 a.m. to 8 p.m. Any decorations that impede any portion of the walkway or streets are prohibited. The ARC reserves the right to approve, disapprove, holiday displays.

#### **Section 1.15 Items Visible from Common Areas**

Playhouses, swing sets, trampolines, portable basketball hoops and other sports apparatus and children's play items may not be stored in any front yard or such that they can be seen from the street. Portable basketball hoops must be removed from the front yard area when not in use and stored out of view from the common area. No Basketball backboards and hoops or other sports apparatus may be attached to the front of any house. Portable backboards and hoops are not permitted on the streets or Common Areas. Portable basketball hoops must not be within 3 feet of any sidewalk. Portable sports equipment must not be used in a fashion that interferes with vehicle traffic or pedestrians using common sidewalks. The placement and condition of all portable sports apparatus is subject to Board review and approval.

#### **Section 1.16 Fireworks**

Fireworks are prohibited in any area of the Community including resident's property. This includes firecrackers, sparklers and fireworks termed "Safe and sane".

#### **Section 1.17 Projectiles**

Projectiles of any kind are prohibited in the Common Areas or used from a residence in a fashion that they could land in Common Areas or on other resident's property. These include pneumatic, electric, battery powered, water and spring-loaded devices, model rockets, archery, etc.

#### **Section 1.18 Smoking**

Smoking, of any substance, is prohibited in all Common Areas.

#### **Section 1.19 Alcohol**

Alcohol consumption is prohibited in all Common Areas.

#### **Section 1.20 Open or Closed Flame Devices and Portable Generators**

Open or closed flame cooking and illuminating devices, including charcoal and propane grills, open fires and portable generators are not allowed in the Common Areas without Board approval.

### **Section 1.21 Inflatable Jumpers and Miscellaneous Items**

Inflatable jumpers, bounce-houses, slides, obstacle courses, trampolines, soccer backstops, waterslides, tents, and temporary structures are not permitted in the Common areas without Board approval.

### **Section 1.22 Organized Team sports and Private Classes**

Organized team sports, club teams workouts or activities, private class instruction, other business operations, etc. are not permitted in the Common areas without Board approval.

### **Section 1.23 Commercial Food Trucks and “Event” Vehicles**

Commercial food trucks or other “event” vehicles are not allowed to operate in a fashion that impedes the free access of residents to streets and sidewalks.

### **Section 1.24 Noise**

No music, shouting, or noise of any kind shall be permitted at any time which unreasonably disturbs any other resident. No Homeowner shall cause or allow to be caused any noise-producing activities in the common areas or personal residence between the hours of 10:00 p.m. and 7:00 a.m. Examples of "noise-producing activities" shall include, but not be limited to loud music, parties, power tools, sports and recreational equipment, barking dogs, etc.

## **Article 2 Entry/Access Policies**

Woodridge Estates is a private residential community; therefore, the Association may limit who can enter and may set conditions on how the Common Areas may be accessed and used.

### **Section 2.1 Entry Lanes**

There are two entry lanes into the Community: The Main Entry Lane (MEL) and the Transponder Entry Lane (TEL).

#### **2.1.1 The Main Entry Lane (MEL)**

The Main Entry Lane (MEL) is primarily utilized for residents, visitors, deliveries, vendors, maintenance vehicles, and vehicles without active or working RFID/transponders etc.

#### **2.1.2 The Transponder Entry Lane (TEL)**

The Transponder Entry Lane (TEL) is primarily utilized for vehicles belonging to homeowners or residents or close relatives that have been issued an RFID by the Board with active transponders or approved vehicles. All exceptions at the approval of The Board or their designee.

## **Section 2.2 Gate Key**

Residents should register all Visitors in advance using the Association Gate Key website. Visitors that do not appear on Gate Key upon registration with the guard gate will not be permitted to enter unless the guard gate officer speaks directly with the Resident and the Resident provides a valid Call-In Code and verbal authorization. It is important for Residents to log into Gate Key to set their Call-In Code and to update Gate Key on a regular basis with their authorized Visitors and to make sure that their license plate information and contact information is up to date. Gate Key allows Visitors to be authorized by a Resident as Temporary” meaning they are given approval to enter for a certain period of time) or Permanent” (meaning that once they are given entry, they will always have entry rights unless the Resident removes them or are otherwise restricted by the Board.

### **2.2.1 Changes in Vehicle Status**

Residents must inform the Management Company within 30 days of any change in vehicle license plate numbers or when a vehicle with a registered transponder/RFID has been sold.

## **Section 2.3 Visitor Entry**

### **2.3.1 Visitor Entry Requirements**

The term “Visitor” means any non-Resident including but not limited to contractors, laborers, gardeners, domestic help, vendors, caretakers, trainers, tutors, personal friends, guests and/or invitees of a Resident. For the safety of the Association, all Visitors must have a valid driver’s license issued in the United States to drive through the Community. There will be no exception to this requirement. No other form of identification (*e.g.*, Passports from any country, including the United States) will be accepted. All visitors are to go directly to the property of the Resident who authorized their visit and must comply with the purpose of their visit. Visitors and delivery or maintenance vehicles or companies are expected to park on the same side of the street and directly in front of the residence they are visiting when possible.

### **2.3.2 Restricting Visitors**

The Association has a right to bar any Visitor, delivery vehicle, maintenance vehicles or companies from the community if, in the sole judgement of the Board, it determines following a hearing, that they have violated any restrictions in the Rules and Regulations or presents a threat to the health, safety or security of the Residents, Gate Personnel or other people inside the Community. Examples of violations include failure to follow vehicle codes, running stop signs, speeding, safety issues, harassment of Gate Personnel, etc.

### **2.3.3 Denying Access**

The HOA Board, or their designee(s), reserves the right to deny entry to nonresidents, vendors, delivery vehicles, etc. if it believes in good faith, they are an immediate threat to the health, safety or security of the Residents, guests, gate personnel, Woodridge Employees or other persons inside the Community. The above mentioned, may also be denied entry if the HOA believes they could potentially cause immediate and significant damage to Community Property.

### **Section 2.4 Pedestrian Entry and Egress**

To safely enter and exit the front gate area, all pedestrians should use the sidewalk and are strongly discouraged from using the front gate vehicle lanes for pedestrian entry or egress or crossing the street. Pedestrians who proceed in that regard do so at their own risk. Pedestrian gate keys are available from the front gate personnel.

### **Section 2.5 Service Vendors**

Work vehicles and other Service Vendor's vehicles are permitted into the Association from Monday-Friday between 7:00 am and 6:00 pm and Saturdays from 8:00 am-5:00pm. No entry is permitted on Sundays or Official Holidays except in an emergency. Official holidays include the following and are subject to change: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving and Christmas.

### **Section 2.6 Event Policy**

#### **2.6.1 Large Events of More Than Twenty-Five (25) People**

Guest lists are required for events over 25 people. Any Resident or renter hosting an event that requires more than twenty-five (25) people to access the Association through the Main Entry Lane (MEL) is required to enter their own event or party list into Gatekey as well as notifying the gate personnel or HOA at least forty-eight (48) hours in advance. If a party or event exceeds twenty-five (25) people, the Resident may be required to pay for an additional guard gate officer to assist with the entry of visitor vehicles.

#### **2.6.2 Restricting Event participants**

Access control officers may deny entry to visitors or vendors, including pedestrians, if the Board deems a party or event disruptive, when requested by law enforcement or when proper notification procedures were not followed.

### **Section 2.7 Solicitation Policy/ Flyers**

Solicitors and solicitation are not permitted. Nonresidents are not permitted access for the purpose of solicitation or handing out or posting flyers. Residents and Visitors are not permitted to do door-to-door solicitation for business activities. Non-Residents are prohibited from approaching residents to offer services, leaving flyers on or in mailboxes, doorsteps, vehicles, or posting signs, posters or similar material in the Common areas or on private property.

## **Section 2.8 Process Servers**

State law mandates that licensed process servers be granted access when performing their authorized duty. Licensed Process servers may not be asked where they are going or who is being served.

## **Article 3 Construction and Remodeling/Design Guidelines**

### **Section 3.1 Prior Approval Required**

The Architectural Review Committee (ARC) has the power to consider and act upon all plans and specifications submitted for approval. No work may begin without written approval from the ARC. Complete instructions can be found in the **Woodridge Community Association Architectural Guidelines and Article VIII of the Association's CC&Rs.**

## **Article 4 Pets and Animals**

### **Section 4.1 Pets**

Domestic dogs, cats, caged birds, fish and other customary household pets may be kept provided provided that they are not kept, bred, or raised for commercial purpose or kept in unreasonable quantities or sizes on any Lot. Unreasonable quantities shall ordinarily mean more than two household pets of the same type per residence. Farm animals are not permitted. Notwithstanding the foregoing, if a Resident requires an additional pet as a reasonable accommodation of a disability under state and/or federal law, such person may make such a request to the Association, which will consider each request on a case-by-case basis. No animal shall be brought into the Association that has been listed as "potentially dangerous" or "aggressive" (or any approximately equivalent designation) with any state or local governmental or regulatory agency. No animal shall be permitted to remain in the Association if it has demonstrated violent, dangerous, or overly aggressive behavior towards other persons or pets.

### **Section 4.2 Residents Responsibility for Pets and Animals**

Residents are responsible for the supervision of animals under their care. Pets must be kept in control at all times whether it be by leash being held by a person capable of controlling the animal or contained within an enclosure within the Resident's property (*i.e.*, Resident's house or enclosed yard).

### **Section 4.3 Pet Noise**

The noise ordinance (Section 1.25) applies to house pets. Excessive barking of dogs and howling of cats, etc. can constitute a nuisance. It is the pet owner's responsibility to control the noise of his or her pet(s) at all times.

#### **Section 4.4 Local Ordinances**

Local City ordinances including leash laws will be strictly enforced. Pets must be licensed and inoculated as required by law. Unlicensed and/or stray animals will be subject to pick up by animal control.

#### **Section 4.5 Animal Waste**

Each Homeowner is responsible for the immediate removal of defecation of his/her dog, cat, or other animal from the Common Area or Resident's property. Any person who has custody or control of an animal utilizing The Common areas shall at all times have in their immediate possession a wrapper, bag or container suitable for the purpose of picking up and removing the feces of such animal.

#### **Section 4.6 Animals and Private Property**

With the exception of the parkway median, unless consent is granted by the resident, any person who has custody or control of an animal, is prohibited from allowing a pet on another resident's private property to defecate, urinate or damage property.

This rule does not supersede the legal rights of property owners as set forth in V.C. Ordinance 4462, which states, in part, that it is unlawful for any person owning or having possession of any animal to permit it to be upon any private property against the wishes of the owner or occupant. Every person who violates any of the provisions of this Section is guilty of a misdemeanor/infraction

#### **Section 4.7 Nuisance Animals**

The Association shall have the right to prohibit housing or impose restrictions or fines upon the continued housing of any animal which constitutes a nuisance. A nuisance shall include, but not be limited to, an animal that creates or has a history of creating excessive noise or that has any history of undue aggression or any history of biting other animals or humans

#### **Section 4.8 Feeding Wild Animals**

The feeding of wild animals is illegal in Thousand Oaks and is therefore prohibited anywhere in the Community. These include rabbits, squirrels, racoons, etc. These animals have been known to harbor diseases can become aggressive. These animals have caused extensive damage to the Common Areas and residents' properties. Residents and tenants are discouraged from using bird-feeders. These attract rats, mice, and squirrels.

## **Article 5 Vehicles and Parking**

All moving vehicles must observe all posted stop and speed limit signs, pedestrian crossings, etc. They shall travel at speeds that assure pedestrian safety at all times. The speed limit within the community shall not exceed 25 mph except on the limited portion of Sunset Hills Boulevard that is marked 35 mph. Homeowner is responsible for all parking violations of tenants and guests and any damage caused by vehicles operated by tenants and guests.

### **Section 5.1 California Vehicle Code**

Association roads are regulated by the State of California Vehicle Code. Violations by residents or their guests may be subject the owner to disciplinary action by The Board, including, but not limited to fines. Residents that violate the speed limit, fail to follow posted signs, including stop signs, use handheld cell phones while driving or drive recklessly may be fined and their Resident privileges, including the use of their Vehicle Gate Transponder, may be revoked. Residents are held responsible for all violations of their Visitors.

### **Section 5.2 Permitted Drivers**

Only individuals who possess a valid driver's license that was issued in the United States, may operate a motor vehicle requiring a license, within the Association roadways. This includes, but is not limited to, motorcycles, motor scooters, electric vehicles, golf carts, motorized scooters or cars, etc.

### **Section 5.3 Street Parking Passes**

Guests must display their parking pass on their dashboard at all times. No guest passes may be given or used by residents or other persons with transponders on their vehicles.

#### **5.3.1 Guests, defined**

Guests are defined as persons who have a permanent primary residence at another location where they receive mail and pay utilities. This includes persons who are staying with a resident for no more than 30 days in one year or staying with a resident for no more than 14 consecutive days.

### **Section 5.4 Parking with the Flow of Traffic**

All vehicles parked on the street must be in the same direction as the flow of traffic. Residents are responsible to ensure visitors, renters and vendors comply with this rule. Violators will be subject to fines and/or immediate towing.

### **Section 5.5 Street Parking Hours**

Residents, guests, vendors, service vehicles, etc. are permitted to park on Community streets between the hours of 7:00 am through 7:00 pm.

## **Section 5.6 Restricted Parking Hours**

Community street parking is not allowed for residents between the hours of 7:00 pm and 7:00 am., with the following exceptions:

### **5.6.1 Resident Exception, Parking Sticker**

Residents may apply to the Board for a “Special Exception” Resident parking sticker to allow Street parking during restricted times. Residents are reminded that per Section 1.9 Garages: “Other uses of the garage shall not limit parking of the number of vehicles intended for the garage”.

Information requested from Homeowner may include, but not be limited to:

1. The reason they are requesting the exception(s).
2. The total number of vehicles registered at the property.
3. Number of garage parking spots originally available when residence was built.
4. The number and type of garages (Single or double).
5. The number of driveway parking spots.
6. Reason why any parking spots cannot be utilized.
7. Proof of registration of vehicle at the address
8. The Vehicles license number, model, color make and year.
9. The duration of time that they are requesting an exception.

These parking stickers are granted for a limited time under circumstances approved by the Board. If approved, the parking sticker can be obtained from the Gate Access Supervisor. The identified vehicle(s) with a valid and properly displayed sticker, may park on Community streets between the hours of 7:00 pm through 7:00 am. The Board reserves the right to revoke parking stickers any time.

### **5.6.2 Non-Resident Exception, Parking Sticker**

Residents may apply for a Non-Residents parking sticker for family members, caretakers, etc. to allow parking during restricted hours. Applications are available, through their resident sponsor, from The Access Control Supervisor. The Board reserves the right to revoke parking stickers any time.

### **5.6.3 Vehicles Not Displaying Parking Sticker**

Any vehicle not properly displaying a valid parking sticker and parking on the streets during restricted parking hours is in violation and may be subject to a fine of \$25.00 per violation.

## **Section 5.7 Parking Enforcement**

The Woodridge Community Homeowners Association utilizes a third-party company for parking enforcement. All fines for parking citations are payable within 30 days from issuance.

## **Section 5.8 Restricted Parking**

### **5.8.1 Oversize and restricted Vehicles**

Any oversized non-primary vehicles such as commercial-type V vehicles (i.e., dump trucks, cement mixer trucks, oil or gas trucks, delivery trucks), recreational vehicles, camper units, motor homes, buses or vans designed to accommodate more than ten (10) people, trailers, trailer coaches, camp trailers, boats, aircraft, mobile homes, limousines, or any other similar vehicle or vehicular equipment and inoperable vehicles are considered Prohibited Vehicles. Prohibited Vehicles must be parked in the garage or stored off premises. Prohibited Vehicles (not including commercial Type V Vehicles) such as motor homes, camper units, trailers, trailer coaches and boats may be parked on the street for loading and unloading for a maximum of 24 hours. No vehicle can have its width expanded into the street while parked.

### **5.8.2 Fire Lanes and Restricted Parking Areas**

Parking is not permitted in fire lanes, red zones, in front of fire hydrants, in front of mailboxes or any other area designated as restricted parking. Parking in a manner that blocks any portion of the sidewalks or driveways is prohibited and is subject to immediate towing.

## **Section 5.9 Off-Road Travel**

With the exception of maintenance vehicles or equipment, all motor vehicles shall be operated only upon paved roads within the Community. No off-roading or driving on Fire Roads is permitted.

## **Section 5.10 Driverless vehicles**

Unless otherwise approved by The Board, "Driver-less vehicles" are not permitted to enter or operate in the Community. A licensed driver must be behind the steering wheel and in control of any vehicle at all times. This includes delivery vehicles.

## **Section 5.11 Restricted use**

No vehicle, trailer, camper, motor home, recreational vehicle or tent shall be used as a residence in the development, either temporarily or permanently.

## **Section 5.12 Leaking vehicles**

Homeowners may not park any vehicle upon drives or streets that leaks an excessive amount of oil or other toxic substances. Homeowner is responsible for cleanup of leaks caused by the Homeowner, their tenants, guests, vendors or service vehicles visiting their residence.

### **Section 5.13 Registering Vehicles**

Resident vehicles parked or stored in the Community must be registered with the Access Control Guard.

### **Section 5.14 Displaying Parking Permit/Pass**

Visitor/Guest, vendors, service vehicles, etc., unless otherwise exempt, must display a valid parking permit/pass on the dashboard at all times. Failure to display a valid parking permit/pass is a violation and may be subject to fines or penalties. The Board reserves the right to revoke parking permits/passes any time.

### **Section 5.15 Displaying Current License Plate and/or Sticker**

All vehicles parked on HOA streets must display a valid license plate and/or corresponding sticker or current temporary plate. Vehicles without a valid license plate and/or corresponding sticker or current temporary plate may be considered in violation of parking rules and subject to fine and/or towing.

### **Section 5.16 Vehicles promoting Businesses, Services or Products**

The parking of vehicles to promote businesses or services on HOA streets is prohibited. Such vehicles will only park on HOA streets when they are actively conducting business at a resident's property or when being utilized for business approved by the HOA.

### **Section 5.17 Improper Storage on Community Streets**

No person who owns or has possession, custody, or control of any vehicle, trailer, or camper shall store such upon any Community Street. Violations of this section are subject to fines and/or towing. "Store" for the purpose of this Section shall be any of the following:

- (a) When a motorized or non-motorized vehicle is parked or left standing for seventy-two (72) or more consecutive hours.
- (b) When any non-motorized vehicle, trailer, or camper is unhooked or unattached from a motorized vehicle for any period of time, unless emergency repairs are being made.

## **Article 6 Signs and Flags**

No sign, poster, billboard, advertising device or other display shall be displayed on properties without the approval of the Architectural Review Committee (ARC), except as noted below and except as except as approved by Civil Code §4710. No sign may be attached to the exterior wall or fence of any residence. No sign poster, billboard, advertising device, etc. may be attached or displayed in any Common Area without Board approval.

### **Section 6.1 Flags and Flag Poles**

One decorative flag is permitted per Lot. The flag may not exceed 3 feet in width and 5 feet in length. It must have no commercial content and be continually maintained in good repair. One flag pole is allowed per lot and is limited to the height of a one-story home or 16 feet, whichever is less. The installation and location of Flagpoles shall be subject to review by the ARC.

### **Section 6.2 Non-commercial Displays**

Non-commercial signs, posters, flags and banners larger than 9 square feet and flags or banners larger than 15 square feet are prohibited from resident's property. Signs or posters may not be made of lights, building materials, balloons or flowers, or be painted on a surface. Civil Code Section §4710. See Rules and Regulation section 7.2 for exceptions for "for sale" signs.

### **Section 6.3 Political Signs**

Political signs are not permitted to exceed more than nine (9) square feet in size. Residents must comply with all local county, city or state guidelines in posting any political signs.

### **Section 6.4 Security Signs**

Up to three (3) security signs, each not to exceed nine inches (9") in height or width, may be placed on each Lot.

### **Section 6.5 Sign Removal**

Signs other than Association approved signs or signs allowed by law are subject to removal from the property by the Association or their designee.

**Article 7**  
**Sales and Leasing**

**Section 7.1 Leasing/Rentals**

An Owner may rent his or her house pursuant to a Lease that is: (i) in writing; (ii) for a term of at least thirty (30) days; and (iii) subject in all respects to the Governing Documents. An Owner leasing out his or her Lot must notify the Association's Management Company and the Board of the Owner's decision to lease, in writing. A copy of any fully executed Lease for a Lot shall be provided to the Association by the Owner prior to a Tenant moving into the Owner's Lot, and at any time, upon request by the Association. It is the Homeowner's sole responsibility to inform their tenants and other occupants of their lot (whether or not they pay rent) of all rules and regulations and must provide the HOA Management Company with leasing and/or rental information before the lease or rental agreement takes effect.

**Section 7.1.1 Required Statement in a Lease**

The Lease shall include a statement that any failure by the Tenant to comply with the Governing Documents will constitute a default under the Lease. The Owner is responsible for providing a copy of all Governing Documents of the Association to the Tenant. The following paragraph, or a substantially similar paragraph, shall be included in each Lease:

*Tenant acknowledges that Tenant has received, read, and understands the Declaration of Covenants, Conditions and Restrictions for Woodridge Association and the Rules and regulations of Woodridge Association (the "Governing Documents"). Tenant agrees to comply with the terms of the Governing Documents, and acknowledges that any failure by Tenant, or Tenant's family members, social guests, houseguests, servants, employees, or agents, to comply with the terms of the Governing Documents shall constitute a default under this Lease and may result in the early termination of this Lease.*

**7.1.2 No Sub-Rentals/Assignments**

No Lot may be used for vacation rentals (for example only listed on Airbnb, VRBO or a similar website) for less than thirty (30) days.

**7.1.3 Violations of Governing Documents**

Each Owner shall be responsible for any and all violations of the Governing Documents committed by any Tenant of the Owner's Lot.

**7.1.4 Indemnity of Association**

Each Owner shall be deemed to have agreed to save, hold harmless, indemnify, and defend the Woodridge Homeowners Association and its Directors, officers, agents, representatives, and employees from and against any and all claims, demands, actions, causes of action, liabilities, damages, and expenses arising out of, or incurred as a result of, the rental/leasing of the Owner's

Lot, together with all costs, expenses, and attorneys' fees resulting therefrom.

### **Section 7.2 Real Estate Signs**

One (1) "Real Estate for Sale, Lease or Rent" sign may be displayed on each Lot. No Real Estate Sign shall be larger than 2 square feet. All Real Estate Signs must be removed within ten (10) days following a lease or sale of the property. No Real Estate Sign is permitted in the Common Areas of the Association. Any signs found in those areas will be disposed of.

#### **7.2.1 Open House Signs**

One (1) "Open House" sign no larger than 2 square feet may be displayed concurrently with the "For Sale" sign while someone is on the premises to conduct the open house. No Open House Sign may be displayed in the Common Area. Any sign found in those areas will be disposed of.

### **Section 7.3 Showings and Open Houses**

Real Estate Agents showing houses must provide a current and valid California Real Estate license to be admitted into the Association. They must also identify the property they are doing business at. Unless otherwise approved by the Board, all prospective buyers must be escorted in and out of the Association by an Agent. For open houses, an Agent must provide their mobile number to the Gate Personnel upon entry.

## **Article 8 Board Meetings**

### **Section 8.1 Board Meetings Demeanor**

No disruption, offensive remarks or verbal abuse, physical abuse or any other forms of harassment is to be tolerated and may result in removal from the meeting and any other form of action or discipline as determined by the Board, including, but not limited to, fines.

### **Section 8.2 Recording of the Meetings**

Recording of the meetings proceedings is not permitted without permission of the Board.

### **Section 8.3 Attendance**

Only residents are allowed to attend Board meetings. Nonresidents are not permitted to attend without the permission of the Board.

## ENFORCEMENT PROCEDURES

### A. ENFORCEMENT POLICY and FINE SCHEDULE

The primary objective of the Board of Directors' Rules Enforcement Policy is compliance. The California Civil Code requires all associations to publish a fine schedule. Enforcement and fines may vary depending on the Board's interpretation of the facts presented. At a hearing, the Board may elect to assess fines according to the following schedule. The same applies even if the homeowner doesn't appear at the hearing.

The Owner is responsible for violations of their tenants and guests. The notice of hearing will be sent to the Owner, although the Board may, should it desire, send a copy of the notice to the tenant as well. Only the Owner has the right to attend the hearing. For the purpose of providing witness testimony, and if invited by The Board, tenants may attend the hearing if accompanied by the Owner.

Emergency Rule Change. If the board determines an immediate rule change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the association, it can make an emergency rule change without a 28-day waiting period. Once adopted, emergency rules take effect upon notice to the membership. An emergency rule change is effective for up to 120 days.

### B. ENFORCEMENT POLICY for TRASH CAN VIOLATIONS

FIRST NOTIFICATION:                      After the first violation, a courtesy warning notice will be sent to the Homeowner

SECOND NOTIFICATION:                    After a second violation on the same issue, a violation letter will be sent to the Homeowner

THIRD NOTIFICATION:                    After a third violation on the same issue, a Hearing letter will be sent to the Homeowner. The hearing letter will be a summons to the next Executive Session to determine whether discipline will be imposed.

### C. PENALTY SCHEDULE OF FINES, AFTER A HEARING:

#### PENALTY SCHEDULE

1st Violation .....warning or fine up to \$200.00  
2nd Violation (same offense) .....\$50 to \$500.00  
3rd Violation (same offense) .....\$100 to \$5,000.00  
Additional Violations (same offense) .....up to \$5000.00  
Safety Violation .....warning or fine up to \$5000.00  
Fireworks: Use in Common Area or on Resident's Property ..... \$500.00  
Architectural Violations: \$50 minimum to be charged daily until corrected.

Vehicles Not Displaying Parking Sticker during Restricted Hours ... \$25.00

EACH FINE AFTER THE FOURTH FINE IS AUTOMATICALLY DOUBLED

In each of the above, the periodic fine commences the date after the hearing in which it is determined to assess a fine for a continuous violation.

Some of the violating Member's membership rights or privileges may be suspended; including without limitation, the loss of the use of the Vehicle Gate Transponder(s) and all transponders associated with the owner, for a period of thirty (30) days for each separate violation. The Main Entry Lane (MEL) will remain available to resident/approved guests to freely access their residence and other Common areas, unless otherwise restricted for the safety of the residents and guests or for the protection of the Common Areas.

Owners are required to notify the Board of correction of all alleged offenses so that the Board may inspect the correction. Please note, speeding violations cannot be corrected. Failure to notify the Board may result in additional fines.

To ensure the safety and wellbeing of residents and the Common Area Property, the Board reserves the right to amend or deviate from this procedure depending on the circumstances of the violation(s).

**D. THE FOLLOWING ITEMS ARE NOT CONSIDERED DISCIPLINARY ACTIONS AND THEREFORE DO NOT REQUIRE A NOTICE AND HEARING BEFORE IMPOSITION:**

- (i) Warning letters;
- (ii) Institution of legal proceedings;
- (iii) Emergency entry of a lot to remedy a health or safety problem;
- (iv) Initiation of alternative dispute resolution proceedings;
- (v) Collection of overdue assessments
- (vi) Towing vehicles improperly parked on common areas under Vehicle Code §22658.
- (vii) Parking violation fines and enforcement

**E. ENFORCEMENT POLICY and FINE SCHEDULE FOR VIOLATIONS OTHER THAN PARKING AND TRASHCAN VIOLATIONS.**

Any violation that is determined to be a violation of the Rules of the Association, other than parking and trashcan violations, will be processed according to the procedures outlined herein.

1. Send a warning letter to the Homeowner stating the alleged violation and date needed to cure said violation.
2. If the violation still exists after the "cure" date, send a second letter to the homeowner restating the alleged violation and the need to cure the said violation within 3 days.

3. Upon expiration of cure date in the second letter, if the violation still exists, a third letter will be sent calling the Homeowner to a hearing with the Board of Directors.
4. The Homeowner will be notified as to the decision rendered by the Board as a result of the hearing within 15 days. If the Homeowner is found to be in violation of the Association's documents, the Board will either, a) seek remedy by use of the legal system, b) apply monetary fines to the Homeowner's assessment billing, c) choose to correct (or cause to be corrected) the violation and assess the Homeowner for reimbursement of costs, d) suspend the Homeowner's right to vote and/or use the common areas, e) restrict the use of transponder(s), f) a combination of the above.
5. If the decision is to pursue a monetary fine system, the Woodridge Homeowners Association Fine Schedule will apply. Future violations of the same or similar nature that occur after 12 consecutive months of no such violations will be brought to the attention of the Board without warning letters to the Homeowner. If fines are applied, the Schedule of Fines will start again at the beginning.