



VICTORIA ESTATES

MASTER

ASSOCIATION

RULES & REGULATIONS

REVISED/APPROVED

June 12, 2012

ADOPTED

NOVEMBER 13, 2018

VICTORIA ESTATES MASTER ASSOCIATION**RULES AND REGULATIONS****TABLE OF CONTENTS**

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1. INTRODUCTION:

The Rules & Regulations contained in this booklet are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and Grant of Easements for the Victoria Estates Master Association (CC&R's) by the Board of Directors (Board) of the Association and shall supplement the CC&R's. Rules & Regulations may be modified from time to time in response to community needs; however; they may not be used in any way to supersede the CC&R's or the Bylaws. Any situation not specifically addressed or outlined herein will become a matter of reasonable discretion on the part of the Board. In the event of a conflict between the Rules & Regulations and the CC&R's, the CC&R's shall control. Nothing herein shall limit or modify the CC&R's. These Rules and Regulations will be enforced in accordance with the Violation Procedures and Fine Policy.

2. MANAGEMENT:

Any questions or problems should be directed immediately to the Association's designated management company (mailing address, phone number, and email address is available on the Association's web page: www.victoriaestatesma.com).

3. DEFINITIONS:

The words and phrases contained in these Rules & Regulations shall have the meanings set forth in the CC&R's or as defined as follows:

- "Adults" are persons age 18 or older.
- "Manager" is currently Lordon Management.

"Commercial Vehicle":

Any vehicle used for trade or business such as those which (1) display the name of a business of commercial enterprise or employer anywhere on the vehicle except on a license plate holder or a decal on glass, exclusive of government vehicles; or (2), has a payload capacity one ton or larger; or (3) carries equipment, tools, or cargo which are visible from the outside of the vehicle; or (4) which is over **20 feet in length** bumper to bumper.; or (5) which is licensed as a "for hire" vehicle (with TCP Permit Number, such as buses and limos). Examples of commercial vehicles include, but are not limited to: flatbed trucks, tow trucks, tractor-trailer rigs, stake-bed trucks, dump trucks, step vans, pick-up trucks with a manufacturer's rating or payload capacity of more than one ton, limousines, vans designed to accommodate more than ten people, and buses. **Revised 11/13/18**

- "Recreational Vehicle":
 - a. any boat, jet ski, or other water vehicle;
 - b. any trailer or fifth-wheel trailer;

- c. any vehicle that exceeds seven feet in height, nine feet in width, or Twenty feet in length;
Revised 11/13/18
 - d. any mobile home, motor home or self-contained camper;
 - e. any pop-up tent trailer or other similar recreation-oriented, portable, or transportable facility or conveyance;
 - f. any vehicle which would not normally be used for daily transportation or which is not licensed for use on California freeways, including ATVs and small motor scooters and pedal bikes.
- “Association Property” or “Common Area” used interchangeably:
As used in these Rules and Regulations, the “Development” and “Property” refers to the entire Victoria Estates planned development, including the private Lots and property held in common. “Common Area”, “Community Common Area” and “Association Property” used interchangeably, includes all common facilities, recreation areas, private streets and drives, entrance ways, gates and gate houses, and other property owned, operated by or over which Victoria Estates Master Association (the “Association” holds an easement.”
 - “Lot”
Any residential lot or other parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Property.
 - “Garage optional use space”
The space remaining after two operable cars are parked in the garage(s).
 - “Class A violation”
A violation considered sufficiently gross to warrant the community’s specific attention and meriting a corresponding fine more severe than fines for other violations. Also see Paragraph 29, titled “Violation Procedure and Fine Policy”.
 - “Class B violation”
All other violations that are not a Class A violation.

4. GENERAL RULES:

- a. Any violation of the Covenants, Conditions and Restrictions or any amendments thereto shall also constitute a violation of these rules. Any failure to enforce any of the Covenants, Conditions or Restrictions, or community rules, or Board policies does not constitute waiver of that rule; and, therefore, such violation must be corrected upon notice.
- b. The provisions of the California Vehicle Code are adopted by reference, and any violation of its provisions shall constitute a violation of these rules, even though committed on private property. The following are Class A violations: **Adopted 11/13/18**
 - (1) Exceeding the community speed limit of 25 mph;
 - (2) Entering Mission Hills Drive from Brookwood Lane;
 - (3) Driving northbound on southbound Keltic Lodge Drive;
 - (4) Driving southbound on northbound Keltic Lodge Drive;
 - (5) Driving northbound on southbound Pavin Drive;

- (6) Driving southbound on northbound Pavin Drive;
 - (7) Entering Aviara Lane from Merion Way; and
 - (8) Entering or exiting any gate in the wrong direction.
- c. Skateboarding is not permitted on the sidewalks. Bike, skate, scooter, and motorcycle riders must wear helmets.
 - d. Holiday decorations may be displayed thirty (30) days prior to the holiday and must be removed within fifteen (15) days following the holiday; except for decorative flags on removable flag poles mounted to the house, which are permitted by the Architectural Guidelines if the flags are kept in good repair.
 - e. No sign, poster, display or other advertising device of any character shall be erected or maintained anywhere on the common area, or shown or displayed from any Lot or Dwelling Unit thereon more than nine square feet in size, without the prior written consent of the Architectural Committee; provided, however, that the restrictions of Section 8.4 of the CC&R's shall not apply to any sign or notice of customary and reasonable dimension which states that the Lot is for rent or sale. For further information, please refer to Section 8.4 of the CC&R's.
 - f. Exterior speakers on a Lot may only be used between the hours of 12:00 p.m. to 10:00 p.m. Friday and Saturday and 10:00 a.m. to 9:00 p.m. Sunday through Thursday.
 - g. Any damage caused to Association Property by an Owner or his or her tenant or guest, will be replaced, or repaired by an Association contractor. After a duly held hearing, all applicable charges for restoration will be charged back to the Owner by the Association as a special assessment and are due and payable within thirty (30) days from notification or assessment of penalties. (Class A violation)
 - h. Each homeowner will make sure an updated Resident's Confidential Data Sheet is on file with the Association's designated management company. Any changes in contact information, occupants, permanent guests, service providers, and resident's vehicles are to be immediately reported to the management office.
 - i. Storage POD's will be allowed only in the driveway for a period of not more than one week.
 - j. Video and /or audio recording of board meetings shall be prohibited.

ACCESS:

- a. Guests will only be admitted to the Development upon permission of the resident/homeowner. To register a guest(s), visit the VEMA website (www.victoriaestatesma.com), at HOME drop down enter guest(s) under "Gate Visitors". Guest and party lists can also be submitted to the guard house by submission of a party list by use of an "form" found under resources". Residents must provide their personal call down code when providing authorization for guests to be admitted.

- b. If you do have not access to the internet, contact the guard house at (805) 9817629 or by fax (805) 981-7508. Be prepared to provide your personal call down code.
- c. The security officer must obtain the following from each visitor:
 - The name of the resident/homeowner they are visiting
 - The address of the resident/homeowner
 - The name of visitor
- d. Log the visitor's name, destination, and vehicle license plate number on the Visitors' Log.
- e. If the visitor's name is not on the Resident's Confidential Data Sheet list, the security officer will contact the resident to obtain permission to provide access to the visitor. The maximum number of visitors permitted on the Confidential Data Sheet is 35.
- f. If the security officer is unable to contact the resident, the visitor will not be allowed entry to the community; and the security officer will log the information on the Access Denial Form.
- g. In the event the visitor rushes the gate or enters the gate after being denied access, the security officer will call both the police and document the event on an Incident Report. The officer will also call security dispatch and will advise of the situation. (Class A violation)
- h. Pedestrian visitors must stop at the guardhouse and will be subject to the standard access control procedures.
- i. All resident vehicles are required to have an access device and to enter the community through only the resident lane. Resident vehicles not equipped with an access device and using the visitor lane for access on a regular basis (three times in a one-week period) will be considered in violation and subject to a one-time written warning notice. Thereafter, failure to obtain an access device will result in the issuance of a fine in accordance with the Fine Policy, Paragraph 29. Upon payment of the fine, the resident will receive a pre-programmed remote control device for the vehicle entry gate. Failure to obtain an access device and continued use of the visitor lane for community access will result in escalated fines in accordance with the established Fine Policy. Residents using the visitor lane for entry on an occasional basis will be required to provide proper identification.
- j. Using an access device to bypass the visitor's entrance and to allow other vehicles to enter is not permitted. (Class A violation)

6. SWIMMING POOL RULES:

USE SWIMMING POOL AT YOUR OWN RISK-NO LIFEGUARD ON DUTY

- a. The swimming pool is open for use every day from 10:00 a.m. to 10:00 p.m. Specific dates of heating the pool will be determined at the discretion of the Board. The swimming pool is also open every day from 6:00 a.m. to 10:00 a.m. with priority given to lap swimming and other organized events.
- b. Use the pool at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
- c. Children under the age of 14 should not use the pool without an adult in attendance. (Class A violation)
- d. Guests may make use of the swimming pools only when accompanied by a resident.
- e. All swimmers must shower before entering the pool. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- f. All swimmers must wear a bathing suit. No ragged-edged garments are allowed. Nudity is prohibited.
- g. Children who are not toilet trained must wear waterproof pants under bathing suits while using the swimming pool, or wading pool. (Class A violation)
- h. Any individual with a contagious malady or open sores may not use the pool.
- i. For shoulder length hair or longer, it is recommended that hair be tied back, braided or a cap worn (hair clogs the drains).
- j. No running or horseplay on pool deck.
- k. No horseplay in the pool.
- l. No ball/Frisbee or object throwing.
- m. No gum in pool area.
- n. No eating food in the pool. All waste materials from food or beverages are to be taken with you or disposed of in the trash containers provided in the pool areas.

- o. Skateboards, bicycles, tricycles, skates, or rollerblades must not be used or ridden inside the fence area. Bicycles must be parked in the outside bike rack.
- p. No bottles or other glass containers/objects are permitted outside the clubhouse. (Class A violation)
- q. No pets inside the fenced area.
- r. No unduly loud or disturbing noise inside the fenced area.
- s. No radios/playback sound devices without headsets inside the fenced area.
- t. No rafts, inflatable toys, or diving rings during busy periods. Lifejackets are always allowed.
- u. No boogie boards.
- v. No smoking in the recreation or pool areas which includes extension into the parking lot.
- w. No alcoholic beverages allowed in pool areas. Persons intoxicated or under the influence of drugs are not permitted in the pool areas. (Class A violation)
- x. No pool furniture in the pool.
- y. Tampering with pool equipment, pool gate locks or machinery at the pool areas is prohibited. Any intentional damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage. (Class A violation)
- z. The buddy system is recommended to be used by all swimmers at all times. For safety, no one should swim alone.
- aa. All gates must remain closed and locked at all times. No propping open of gates is allowed. (Class A violation)
- bb. Anyone caught jumping the fence to any gated facility will be asked to leave the facility for the day. If the same person is caught jumping the fence for a second time, they will be asked to leave the facility for the day and a violation warning notice will be sent to the homeowner. Non-resident violators will be turned over to the police as trespassers.
- cc. The clubhouse at the pool facility may be reserved by members for private functions and parties. A refundable deposit and usage fee will be charged at the time of application in accordance with the current "Clubhouse Reservation and Indemnity Agreement". Reservations are subject to availability; however, no reservations will be accepted on three-day holiday weekends May through September and/or when the pool is heated. Reservation of the clubhouse does not include exclusive use of the pool facility.

- dd. Adult members may bring up to four (4) guests to use the pool, wading pool, and spa. Members are responsible for the conduct of their families, tenants, and guests.

7. SPA RULES:

USE SPA AT YOUR OWN RISK-NO LIFEGUARD ON DUTY

WARNING: PREGNANT WOMEN, SMALL CHILDREN (UNDER THE AGE OF 5), PEOPLE WITH HEALTH PROBLEMS AND PEOPLE USING ALCOHOL, NARCOTICS, OR OTHER DRUGS THAT CAUSE DROWSINESS SHOULD NOT USE THE SPA WITHOUT FIRST CONSULTING A DOCTOR.

- a. **CHILDREN BETWEEN, AND INCLUDING, THE AGES OF 6 AND 12 YEARS SHALL ALWAYS HAVE AN ADULT WITH THEM WHEN USING THE FACILITIES. OLDER CHILDREN USING THE SPA SHOULD NOT SOAK FOR LONGER THAN 5 TO 10 MINUTES AT A TIME. CHILDREN UNDER 5 SHALL NOT BE PERMITTED IN THE SPA EVEN WITH ADULT SUPERVISION. LONG EXPOSURE TO HOT TEMPERATURE CAN LEAD TO DEHYDRATION, DIZZINESS AND NAUSEA.**
- b. Do not tamper with spa equipment. (Class A violation)
- c. Capacity of the spa is 12 persons.
- d. Report any temperature or other malfunction to the Management Company immediately. If the spa is too hot, do not use.
- e. Bathing suits must be worn in the spa. No ragged-edged garments are allowed. Nudity is prohibited.
- f. Shower before entering spa.
- g. No alcoholic beverages. No smoking. (Class A violation)
- h. No glass or bottles in the spa area. (Class A violation)
- i. No horseplay of any kind.

THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ANY ACCIDENT OR INJURY IN CONNECTION WITH USE OR FOR ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.

8. GYM RULES:

USE FITNESS EQUIPMENT AT YOUR OWN RISK. GYM IS UNSUPERVISED. FAILURE TO COMPLY WITH THE RULES MAY LEAD TO INJURY.

- a. For use by residents only. No guests permitted. The gym is open for use from 5:30 a.m. to 10:00 p.m.
- b. No children under 16 years of age.
- c. Follow instructions and use equipment properly.
- d. No more than one (1) person per machine at one time.
- e. Report broken machines or malfunctions to the management company immediately.
- f. Wear appropriate dry attire. No street shoes – tennis shoes or similar ONLY. No bare feet.
- g. Wipe down equipment after each use. (Gym wipes are provided.)
- h. Report suspicious behavior to the guardhouse immediately.
- i. No alcoholic beverages. No smoking. (Class A violation)
- j. No glass or bottles. (Class A violation)
- k. BE COURTEOUS AND RESPECTFUL OF OTHERS. A quiet environment is appreciated.
- l. Check to make sure the door and windows are closed and locked upon exiting the room.
- m. Please limit to 30 minutes or less if people are waiting for a particular machine.

THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR ANY ACCIDENT OR INJURY IN CONNECTION WITH USE, OR FOR ANY LOSS OR DAMAGE TO PERSONAL PROPERTY.

9. PARKING (CC&R'S SECTION 8.2):

- a. All owners and residents shall park their operable vehicles in the garage to the extent that the capacity of the garage was originally designed. The original design capacity of the garage is defined to be two (2) vehicles for any garage configuration with the exception that if the home is built with six (6) bedrooms or more, the designed capacity is three (3) vehicles. Owners and residents owning vehicles in addition to those required to be parked in the garage shall park the overflow in the driveway.

Rationale:

1. The CC&R's (Section 8.2(c)) state in part that Owners or residents shall park their vehicles in the garage of the Owner to the extent of the originally designed space, or on the driveway if no designed garage space remains available.
 2. In a number of cases, the Association's Developer has converted one of three vehicle spaces to other uses such as a living space as an option to the first Owner. Also, use of a third vehicle space as an "optional space" is common in many developments for homes with five (5) bedrooms or less.
 3. The City of Oxnard Building Code requires for single family units that two garage spaces be built for homes with up to five (5) bedrooms and three (3) garage spaces be provided for homes with six (6) bedrooms.
 4. This regulation is consistent with the CC&R's and the intent of the Association's Developer as indicated by the provision of "optional build-outs" in lieu of the third vehicle space and is not contrary to local government policy as established by the city's Building Code. Accordingly, the use of the third vehicle space remains optional for use of the Owner as desired and available for the storage of inoperable vehicles, storage, or other personal uses. In homes that have a total garage capacity for only two (2) vehicles, there is no "optional use" space.
- b. All resident vehicles must be registered with the Association on a current Resident's Confidential Data Sheet. Forms are available at the Association's web page and at the main gate guard house.
- c. No area improved as a driveway on any Lot shall be blocked or used for the parking of any mobile home, motor home, recreational vehicle, truck, truck/ camper larger than a one-ton pick-up truck, commercial vehicle, vehicles too large to fit in a garage (variance may be provided by the Board for extreme hardship situations), motorcycles, quads, three wheelers, trailer and/or boat (except for temporary parking of any such vehicle for a period not to exceed four (4) consecutive hours for loading and/or unloading purposes). Nor shall any vehicle described above remain parked on any street adjacent to the owners' Lot for more than twenty-four (24) continuous hours. An overnight-street parking permit will be issued for one night only. See Paragraph 3 for definitions of "Recreational" and "Commercial" vehicles.

- d. Pursuant to Article 8.2 (c) of the CC&R's, vehicles shall not be parked in a manner which blocks access to the driveway or sidewalks in any way. Vehicles will not be parked within 15 feet of a fire hydrant or adjacent to curbs painted in red (fire-lanes and mail boxes).
- e. Except within the garage located on any Lot, no portion of the Property shall be used for repairing any vehicle and/or boat. A garage space normally dedicated to the parking of an operable vehicle may be utilized for the repair. However, the repair must not be of an on-going nature, have a definite completion date, and the vehicle must be currently licensed. No vehicle under repair may be parked in the driveway or on the street. Inoperable vehicles or vehicles which cannot be driven for any reason (including licensing) may not be parked or stored on Association Property, on any visible part of the owner's property, nor in the garage space reserved for two operable vehicles. (Class A violation)
- f. Garage doors are to be kept closed at all times with the exception of entering and exiting or when the garage is not in active use.
- g. No vehicles may be stored on site. A licensed vehicle is considered "Stored" when it remains in any visible space without being driven for 30 days. See paragraph d above for unlicensed vehicles.
- h. All garaged, or parked-on-the-street vehicles within the Development must have a valid and current license and registration.
- i. There must be a current registration and license for all vehicles and non-visitor vehicles must be registered at the resident address.
- j. Vehicles parked in the driveway shall not be parked on front yard walkways, front yard landscaped areas, extend onto the sidewalks or streets, nor park three or more abreast without a variance granted by the Board.
- k. Each Violation will be retained on a one year rolling basis. **Adopted 11/13/18**

10. OVERNIGHT PARKING (CC&R's SECTION 8.2 (a) through 8.2(d)):

- a. On-Street Resident Parking Permit Program. Qualifying residents with a greater number of cars than parking capacity in both the garage and driveway may apply for a variance to allow for an overnight street parking permit to be issued to a specific resident vehicle. Pursuant to paragraph 9a, it is required that two resident vehicles be parked in the garage and the remaining balance of resident vehicles be parked in the driveway (usually two or four dependent on length of driveway). If additional vehicles are owned, they would qualify for an overnight street parking pass and must meet the following criteria:
 - (1) The owner must be current in all obligations to Association.
 - (2) All resident vehicles must be registered with the Association on a current Resident's Confidential Data Sheet.

- (3) If a parking permit is provided, the vehicle must be parked directly in front of the residence, or to the side if on a corner lot, and may not be parked at any other locations.
 - (4) Resident parking passes may only be issued for the number of vehicles safely parked directly in front of the residence (and on the side in the case of a corner lot).
 - (5) The Association is not obligated to provide any on-street parking, and a pass may be withdrawn if the owner or resident is not in compliance with the Association's Rules and Regulations.
 - (6) All passes will expire in December each year. **Adopted 11/13/18**
 - (7) Resident vehicles issued an on-street resident parking permit will be required to affix the parking decal to the lower left of the windshield. Vehicles not displaying the decal in the proper location are subject to towing. Each permit will have a registration number unique to the resident address and vehicle issued the pass.
- b. Only guest vehicles displaying the proper pass or resident vehicles displaying a decal will be allowed to park on the street between the hours of 12:00 a.m. and 6:00 a.m. Guest parking permits will be issued for no more than 14 consecutive days. Exceptions are to be approved only by the Board. Owners are responsible for their residents and guests. All associated fines will accrue to the owner.
 - c. Each violation will be retained on a one year rolling basis. **Adopted 11/13/18**

11. TOWING POLICY

Enforcement for first time offenders will include a seven-day towing-warning notice, placed on the vehicle and recording of the vehicle license number. Subsequent offenses after one warning will result in an immediate fine and towing of the vehicle 96 hours after being noticed. Towing will be at the vehicle owner's expense. Vehicles parked within 15 feet of a fire hydrant or fire-lane, are subject to immediate towing. For further detail, see Paragraph 29, "Violation Procedure and Fine Policy"

12. PETS (CC&R's SECTION 8.7):

- a. No more than four (4) usual and ordinary pets are permitted per household.
- b. No dogs are allowed in the common area or in the front of a dwelling unless on a standard leash, and with, and under the control of the owner at all times. (Class A violation). Common courtesies are expected from dog and cat owners with respect to trespassing on others' private property. **Adopted 11/13/18**

- c. No pet shall be staked or tied to anything that enables them to be on any portion of the Common Area or street.
- d. Owners are responsible for immediate clean up of their pets' litter in the Common Area. (Class A violation)
- e. Owners are responsible for proper vaccination of pets and for licensing as required by the County or City.
- f. Owners shall be liable for any unreasonable noise or damage to person or property caused by any animals brought by or kept upon the Development by an Owner or by members of his Family, his tenants, or his guests.

13. NUISANCES (CC&R's SECTION 8.3):

- a. No noxious or offensive activities (including, but not limited to the repair of motor vehicles) shall be carried on upon the Development or on any public street abutting or visible from the Development. No horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of a dwelling unit and its contents, shall be placed or used in any Lot.
- b. No loud noises, noxious odors, noisy or smoky vehicles, large power equipment or large power tools (excluding lawn mowers and other equipment utilized in connection with ordinary landscape maintenance), unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Development, shall be located, used or placed on any portion of the Development or on any common area street abutting or visible from the Development, or exposed to the view of other Owners without the prior written approval of the Architectural Committee. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.
- c. Each Owner shall be accountable to the Association and other Owners for the conduct and behavior of children, family members, tenants, guests, or persons residing in or visiting his Lot. Any damage to the Association Property or personal property of the Association will be repaired by Association and the cost thereof charged back to the Owner as a special assessment. Damage of property of another Owner, caused by such children, family members, tenants, guests, or other persons, shall be repaired at the sole expense of the Owner of the Lot where such children, family members, tenants, guests, or other persons are residing or visiting.
- d. GRAFFITI VANDALISM IS A CRIME. In accordance with City of Oxnard Ordinance No. 2707, Article V., Section 7-80, Declaration of Graffiti as a Public Nuisance, all incidents of graffiti observed within the Development will be reported to the City of Oxnard Graffiti Taskforce for the purpose of tracking and apprehending graffiti vandals. The parents of minors convicted of graffiti vandalism are now responsible for the payment of fine(s) imposed.
- e. Only Association sponsored garage sales will be permitted.

- f. Noxious or offensive activities to include obscene public behavior which extends beyond normal public decency is not allowed. (Class A violation)

14. PARTIES:

- a. The Owner of Record or Lessee (the Resident Host) for events involving five (5) or more vehicles from outside the community is required to submit a list of names of the invited guests at least twenty four 24 hours prior to the scheduled event. Guests arriving at the community who are not listed on the pre-authorized guest list must be verified with the resident prior to being granted access to the community. The resident must be prepared to provide their personal □all down code.”
- b. Resident hosted events involving twenty (20) or more vehicles require an additional security officer for a minimum of at least six (6) hours. The resident must submit a written list (party list) of all expected guests at least seventy-two (72) hours prior to the event. The resident will be responsible for the cost of the additional officer. Submit all party lists involving twenty (20) or more outside vehicles to the management office, who will make arrangements for the extra guard. An extra guard must be paid for in advance. (Class A violation)
- c. All guests and vehicles will be logged in at the time of entry. Visiting vehicles must adhere to the established speed limit and abide by the laws of the California Vehicle Code, including not blocking sidewalks, driveways or parking in the wrong direction. The Owner of the Lot will be responsible for the actions of their invited guests.
- d. Parties are intended for people to have a good time, so there must be some allowance for noise and traffic. However, the host must be available to answer complaints and take affirmative action to control persons at the party. Security officers will not respond to complaints at the party’s location. Party noise is limited to 10:00 a.m. through 10:00 p.m. Friday and Saturday and 10:00 a.m. through 9:00 p.m. Sunday through Thursday.
- e. If the party gets out of hand and destruction of property or other penal code violations occur, the gate officer must notify the Security Dispatcher immediately to request response by the local police or sheriff’s department. (Class A violation)

15. REAL ESTATE FOR SALE: (CC&R’s Section 8.4)

- a. If a home is listed for sale, the homeowner shall notify the Management Company in writing of the name of the Real Estate Company, with the listing agent’s name and telephone number.

- b. Any agents visiting the listed property or bringing a prospective buyer to view the property shall identify himself/herself by showing his/her business card or Board of Realtor I.D. Card and the guard shall grant entry.
- c. Open House when Real Estate for Sale: When a property has been documented as being listed for sale, through the above process, the listing agents may hold a real estate open house only through the following procedures:
 - (1) Homeowners and/or their agent are to notify the guardhouse and the Manager within 48 hours via written/fax/email of any open houses scheduled.
 - (2) The guardhouse will keep a separate log of all weekly open houses that have been scheduled and include name, contact phone number, property address, time they called and date the open house is scheduled for. The listing agent will provide community maps detailing where the open houses are located to the security officer to provide to prospects.
 - (3) Open House signs may be placed on the Lot of the house for sale ONLY. Open House hours are 12:00 p.m. to 5:00 p.m. Open house or directional signage is not allowed on common area or other individual Lots.
- d. Home in Escrow: Guest passes may be issued to individuals for a home which is in escrow when one of the following criteria is met:
 - (1) Present owner may provide access to the purchaser and his/her representatives or contractors through the Guest Pass procedure stated herein or by providing written/fax/email notice of the escrow to the management company.
 - (2) Management Company will expedite the information through the security company to the guardhouse.
 - (3) Once the officer has received the escrow notice from the management company, the new owners may be issued a guest pass upon presenting appropriate identification.

16. CONSTRUCTION REGULATIONS:

- a. No construction will be allowed within the community without prior authorization from the Manager. Residents must provide the management company with the contractor's business name and an estimate for length of time for construction. The Management Company will then issue a construction pass for a predetermined period of time and forward the pass to the guardhouse for issuance to the contractor upon arrival at the community. Construction for outside applications shall conform to the Association's Architectural guidelines.

- b. Construction work hours are:
 - Monday through Friday 7:00 a.m. to 5:00 p.m.
 - Saturday 9:00 a.m. to 1:00 p.m.
 - Sunday and Holidays NO ENTRY

The following legal holidays are observed:

- | | |
|------------------|------------------|
| New Years Day | Labor Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

No mowers, blowers & landscape power tools before 8:00 a.m.

- c. Work sites must be kept clean and free of debris. The streets and sidewalk must be cleared on a daily basis during the construction period. (Class A violation)
- d. Homeowners are responsible to make street and sidewalk repairs from damage caused by construction activity.
- e. No soliciting is permitted.
- f. No alcoholic beverages and/or illegal drugs are permitted on the job site.
- g. At no time will loitering of construction workers be allowed within the community.
- h. No loud music or offensive language is permitted.
- i. No animals are permitted on the job site.
- j. Children and animals brought to the job site, will not be permitted to roam off the job site.
- k. No vehicle is permitted to remain overnight in the community without express permission by the Management Company.
- l. No construction shacks may be erected.
- m. THE FOLLOWING NOTICE WILL BE PROVIDED TO ALL NEW VENDORS BY THE GUARHOUSE UPON GRANTING OF ENTRY:

**CONTRACTOR AND VENDOR SERVICES RULES OF CONDUCT
AND HOURS OF OPERATION:**

While on Victoria Estates property, all recurring contractors and vendors are required to be listed on the resident's Confidential Data Sheet as a permanent visitor and classified as a vendor. Contractor and vendors will be allowed entry upon observing the following general rules and behavior. **Any complaints will result in fines to your customers and the potential restriction against your entry into the community.**

- No contractors/vendor signs to be erected on property.
- No solicitations either in person or by flyers within the community. No loitering.
- No overnight parking or storing of vehicles, equipment, or materials in the street or on sidewalks.
- No loud music or offensive language.
- Children and animals brought to the job site will not be permitted off the job site.
- No alcoholic beverages or illegal drugs.
- Do not block the flow of traffic with vehicles, equipment, or materials.
- Leaf blowers may only be used to gather debris onto customer property for removal. Do not blow debris into streets, gutters, common areas or other private property.
- Service hours are allowed Monday through Friday between 7:00 a.m. to 5:00 p.m. and Saturdays from 9:00 a.m. to 1:00 p.m. only. There are no construction hours on Sundays or holidays.
- You must report any damage to common area or private property to the guard service immediately.
- All debris, paint spills, or dirt dropped on street must be cleaned up immediately. (Class A violation)

- The homeowner will provide the contractor/vendor with a copy of the approved Architectural Application for exterior improvements to Lot.

17. RUBBISH REMOVAL (CC&R's SECTION 8.9):

- a. All rubbish, trash, garbage or other waste material shall be kept in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise there from so as to render the Property, or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. (Class A violation)
- b. Dumpsters are not allowed on the street in excess of two (2) weeks and must be dumped or removed when full.
- c. Utility trash containers shall be exposed to the view of neighboring Lots only when set out for a reasonable period of time (not to exceed twelve (12) hours before and after scheduled trash collection hours), and shall be placed on the Association Property immediately in front of the Owner's Dwelling Unit, or such other location as may be designated from time to time by the Board in its Rules and Regulations.
- d. Each Owner shall comply with all Restrictions imposed concerning the collection, sorting, separation, and recycling of rubbish, trash, garbage, or other waste materials.
- e. No clothing, household fabrics or other unsightly articles shall be hung, dried, or aired in such a way as to be visible from any other Lots, and no lumber, grass, shrub, or tree clippings or plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within an enclosed structure or if appropriately screened from view.¹
- f. No plants or seeds infected with noxious insects or plant diseases shall be brought, grown or maintained upon the Property.

18. NO MACHINERY:

No machinery or equipment of any kind shall be placed, operated or maintained upon any Lot, except such machinery or equipment as is usual and customary in connection with the use or maintenance of a private residence.

¹ Enclosed structures and screens are subject to the approval of the Architectural Committee

19. COMMON AREA USES:

Except as provided for elsewhere herein, the Common Area shall be used as open space, pedestrian and vehicular access, and/or for recreational, landscaping and slope maintenance, or other purposes authorized under the CC&R's.

20. COMMUNITY COMMON AREA:

No Owner shall further landscape or otherwise improve any Community Common Area, owned and/or maintained by the Association. Each member shall be liable to the Association for any damage to the Community Common Area or to any of the facilities, equipment or improvements, thereon which may be sustained by reason of the negligence or willful misconduct of said Member or members of his family, relatives, guest or invitees, both minor and adult. (Class A violation)

21. SUBDIVISION OF LOTS (CC&Rs SECTION 8.10):

- a. No Lot shall be split or subdivided into lots or parcels of a lesser size than the original size of such Lot as shown on the final recorded map for the lot where the home is originally built. (Class A violation)
- b. No Owner shall physically or legally subdivide his Lot in any manner, including without limitation, any division of his Lot or his Dwelling Unit into time-share estates or time-share uses; provided, however, that this provision shall not be construed to limit the right of an Owner (1) to rent or lease all of his/her Lot by means of a written lease or rental agreement subject to the Restrictions of this Declaration, (2) to sell his/her Dwelling Unit, or (3) to transfer or sell any Dwelling Unit to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety, community property, or in trust. Any failure by the lessee of the Lot to comply with the terms of this Declaration, the Bylaws of the Association, the Rules and Regulations, or any other Restrictions shall constitute a default under the lease or rental agreement.
- c. Notwithstanding the foregoing, no Lot in the Development may be partitioned or subdivided without the prior written approval of the Beneficiary of any first Mortgage on that Lot.

22. UNSIGHTLY ARTICLES:

No unsightly articles (including, but not limited to, clothing or household fabrics, commercial signs, lumber, yard clippings or plant waste, metals, or scrap) shall be permitted to remain on any Lot so as to be visible from any public street or from any part of the Community Common Area. Pinwheels are not permitted in front yards.

Stickers or decals, except for one security sticker, may not be placed in windows. Refuse, garbage and trash shall be kept at all times in covered, sanitary containers, except for reasonable periods before and after trash collection. Lots shall be maintained in a weed-free condition at all times.

23. SINGLE FAMILY DWELLING UNITS (CC&R's SECTION 8.1):

Each Dwelling Unit shall be used exclusively for single family residential purposes. An Owner may rent or lease his/her Lot to a single family pursuant to the Leasing Provisions set forth herein.

a. Leasing Provisions. The following provisions shall govern leasing of Lots:

(1) General. Lots may be leased only in their entirety pursuant to a single lease agreement with only a single family as the permitted occupant. All leases must be in writing and for an initial term of not less than thirty (30) days, except with prior Board approval. Within seven (7) days after executing a lease agreement for the lease of a Lot, the Lot Owner shall provide the Board with the name of the lessee and all other people occupying the Lot. The Owner shall also provide a copy of the Lease upon request from the Board. The Owner must provide the lessee with copies of the Declaration, Bylaws, and Rules and Regulations. A Resident Confidential Data Sheet must be completed and submitted to the Association. (Class A violation)

(2) Compliance with Restrictions and Liability for Assessments. Each Owner is responsible for and required to assure that all guests, invitees, family members, agent and servants comply in full with these Rules and Regulations and the CC&R's. Each Owner and each lessee, by occupancy of a Lot, covenants and agrees that any lease for a Lot shall contain the following provisions and agrees that if such provisions are not expressly contained therein, then such provisions shall be deemed incorporated into the lease by existence of this covenant on the Lot:

(a) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of the Restrictions and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure compliance with the foregoing. The Owner shall cause all occupants of his or her Lot to comply with the Restrictions and shall be responsible for all violations by such occupants. (Class A violation for chronic noncompliance.) Unpaid fines shall, at the election of the Board, be recorded as a lien against the Lot, provided any such lien shall not be subject to non-judicial foreclosure under California Civil Code Sections 2924, 2924(b) and 2924(c).

(b) Violation of Restrictions. Any violation of the Restrictions by the lessee, any occupant, or any guest of lessee, shall be deemed a default under the terms of the lease and shall authorize the Owner to terminate the lease without liability and to evict the lessee in accordance with California law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from such violations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be a Special Assessment and lien against the Lot.

(c) Liability for Assessments. When a Lot Owner who is leasing his or her Lot fails to pay any Annual Assessment or other Assessment or any other charge to be paid by the Owner to the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received or to be received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all such rent until all unpaid amounts owed by the Owner to the Association have been paid in full. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

24. ANIMAL REGULATIONS (CC&R's SECTION 8.7):

- a. No animals, livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Lot except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any Lot provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. As used in the Declaration, "unreasonable quantities" shall ordinarily mean more than four (4) pets (except with regard to quantities of fish) per Lot; provided, however, that the Board may determine that a reasonable number in any instance may be more.
- b. The Board shall have the right to limit the size of pets and may prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Development must be kept within an enclosed yard, within an enclosed patio or balcony or on a leash held by a person capable of controlling the animal.
- c. Furthermore, any Owner shall be liable to each and all remaining Owners, their families, guests, and invitees for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Development by an Owner or by members of his Family, his tenants or his guests.

- d. It shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings on or otherwise used any portion of the Association Property or any public street abutting or visible from the Development.

25. BUSINESS OR COMMERCIAL ACTIVITY (CC&R's SECTION 8.8):

- a. No part of the Property shall be used for any business, professional, administrative, commercial (including auctions or similar events), manufacturing, mercantile, storage, vending, or other nonresidential purposes including, without limitation, any activity for which the provider is compensated in any way or receives any form of consideration, regardless of whether the activity is engaged in full or part-time, generates or does not generate a profit, or requires or does not require a license.
- b. Notwithstanding the foregoing, the provisions of this Section 8.8 shall not preclude any of the above-described activities without external evidence thereof, provided that all of the following conditions are fulfilled: (a) such activities are conducted in conformance with all applicable governmental ordinances; (b) the patrons or clientele of such activities do not visit the Lot or park automobiles or other vehicles within the Property; (c) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot; (d) no such activity increases the liability or casualty insurance obligation or premium of the Association; and (e) such activities are consistent with the residential character of the Property and conform with the provisions of this Declaration.
- c. Door-to-door soliciting is not permitted within the Community.

26. FIREARMS AND FIREWORKS (CC&R's SECTION 8.23):

The display and discharge of firearms or fireworks in the Development, including both Association Property and Owners' Lots is prohibited; provided that the display of lawful firearms on the Association Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting lawful firearms across the Association Property to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. (Class A violation)

27. HAZARDOUS, TOXIC, FLAMMABLE, CORROSIVE OR EXPLOSIVE MATERIALS (CC&R'S SECTION 8.24):

- a. No Owner nor any family member, tenant, lessee, agent, employee, licensee, or guest shall at any time bring onto, store in, or on the Development, or dump into any storm drainage system, any hazardous, toxic, flammable, corrosive or explosive solid, liquid, gas, or chemical substance or other material which may be hazardous to any person or property, except for household items, handled, stored and applied in accordance with all applicable government restrictions, which are normal and customary to the use and enjoyment of a residential dwelling. (Class A violation)

- b. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemical treatments shall meet Federal, State, County, and City requirements. Under no circumstances may explosives or fireworks be stored by Owners on their Lots or elsewhere within the Development. Nothing other than natural rain water may be discharged into the storm drains and storm drainage system located on the Property. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservative and other such fluids shall not be discharged into storm drains or storm drainage systems on the Property or into any street, public or private. All water softeners installed in a Lot must be commercially serviced. No Owner shall deposit or dispose, or permit to be deposited or disposed, any salts or other chemicals from water softeners into the Development's drainage or sewage system. (Class A violation)
- c. In order to avoid damage to right-of-way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place or stockpile landscaping or construction materials on streets, sidewalks, curbs or driveway aprons at any time. All materials and equipment used for construction or landscaping purposes must be stored or used solely within the boundaries of such Owner's Lot. All materials must be stored properly and positive measures must be taken to prevent the spillage or discharge of the materials or runoff water contaminated by the materials from entering the sidewalks, gutters and streets. Owners and their contractors are required to comply with all Federal, State and City storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of their own Lot. Failure to comply with such restrictions may result in enforcement actions by Association and the concerned governmental entities and the imposition of penalties and fines. (Class A violation)

28. WINDOW COVERINGS (CC&R's SECTION 8.15):

No window in any Dwelling Unit shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, reflective tint, or any other material reasonably deemed by the Architectural Committee to be inappropriate for such use.

29. VIOLATION PROCEDURE AND FINE POLICY

- a. **Violation of any provision of the CC&Rs, Architectural Guidelines, or Rules and Regulations may result in fines or suspension of the violator's membership privileges.**

Following is the Schedule of fines as adopted by the Board of Directors. The specific fines are based on the severity of the violation as well as the passage of time in which the violation continues to exist after notification. Two levels of severity have been established – one for the violations considered most gross (Class A violation) and one for all others (Class B violation).

Class A violations are those which have grievous impact in the character, quality, and value of our community. These include violations in the areas of safety, health, and aesthetic value; destruction of property and vandalism; architectural guidelines violations; certain administrative violations; default on financial obligations; as well as those violations so sufficiently gross and obnoxious that they transcend the normal bounds of community decency, whether detailed elsewhere in these operating regulations or not.

Monetary fines and warnings are additional to reimbursements to the Association for Association costs that may be required to cure the violation or to restore damaged Association property to its original condition. Examples of Association costs that require reimbursement are addressed in Note (1).

Months by which violation not corrected	On date of first notification	1st (30 days after first notice)	2nd (60 days after first notice)	3 rd and follow-on, per month
Class A violation, Note 2	\$ 400 Note 3	\$ 400	\$ 400	\$ 400
Class B, Note 2	Warning citation Note 3	\$ 100	\$ 250	\$ 400

Notes:

(1) Examples of Association costs that may require reimbursement (in addition to penalties) include:

- Labor costs for additional guards called to duty for parties involving 20 or more vehicles.
- Any common area property damage including entry gate damage
- Graffiti removal
- Landscaping, tree pruning, if owner refuses to correct
- Structural/landscaping work to restore Lots when construction work proceeds without architectural approval.
- Attorney fees and legal costs, whether or not litigation is commenced.

(2) Class A violation violations are annotated by a “Class A violation” indicator after the paragraph defining the violation in both these Rules and Regulations and in the Architectural Guidelines. Paragraphs not so identified are “Class B” violations.

(3) For on-street parking violations the vehicle, trailer, and/or boat will be towed seven (7) days after the first notice (placed on vehicle) if the violation has not been corrected. Towing fees will be paid by the Owner. The Guard Officer on Duty has been delegated authority to issue written tow orders (V.C. Section 22658). The amount of the first monetary fine will be determined by whether the violation constitutes a Class A violation or Class B offense as described above.

- b. All violation complaints by Owners must be submitted in writing (email reports are accepted) to the Board in care of the Manager with complainant's name address, and telephone number, before action will be taken. Upon receipt of the Owners complaint, the Board will evaluate the complaint notice and at its election may direct the Manager to send a violation letter. The Manager will also submit violation complaints to the Board consistent with the Management Company's contract. Written complaints will follow the procedures set forth in Bylaws, Art 12.2.
- c. In accordance with the CC&Rs and the Bylaws of the Association, should a violation be sanctioned by the Board following a duly held hearing, a fine may be imposed upon an Owner for each and every violation accrued against the Owner. Daily fines for continuing non-corrected violation may be assessed pursuant to the Board's discretion.
- d. The Board may also suspend the right of each Owner's privileges in the Association for voting on Association matters as well as restrict access to the recreation area and pool. Any such suspension shall be for a period of no more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) may be imposed for so long as the violation continues.
- e. Any notice which is given by mail must be sent by first class or registered mail to the Owner at the most recent address shown on the records of the Association. The Board of directors must distribute annually to each Owner, by personal delivery or first-class mail, a schedule of monetary penalties that may be assessed for each violation. The board must distribute additional schedules if the schedule of monetary penalties is modified, thirty (30) days before such modification is effected.
- f. When the Board of Directors is to meet to consider or impose discipline upon an Owner (including fines, suspension, or rights or privileges, or other remedies), the Board shall notify the Owner in writing, by either personal delivery or first-class mail, at least ten (10) days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which the Owner may be disciplined, and a statement that the Owner has a right to attend and may address the Board at the meeting. The Board shall meet in executive session if requested by the Owner being disciplined. If the Board imposes discipline on an Owner, the Board shall provide the Owner a written notification of the disciplinary action, by either personal delivery or first-class mail, within fifteen (15) days following the action.