

AMENDMENT AND RESTATEMENT OF THE

ASSOCIATION RULES

**THE SPRINGS
HOMEOWNERS' ASSOCIATION
CAMARILLO, CA**

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**ASSOCIATION RULES
OF
THE SPRINGS HOMEOWNERS' ASSOCIATION ("THE SPRINGS")**

PREFACE

Living at The Springs is community living at its best. To keep it that way, it is very important that we all be cognizant of and comply with our duties and obligations to our fellow homeowners and neighbors.

The Board of Directors of The Springs (the "Board") trusts in your complete cooperation, not only in keeping the standards high and maintaining a happy and friendly atmosphere, but also in assisting to assure each homeowner a maximum of freedom, privacy, safety, convenience and comfort. Your compliance with these Association Rules should be thought of not simply as a requirement – which it is – but as a gift you are giving not only to yourself but also to all the other homeowners of The Springs.

Whenever used in these Association Rules, the word "homeowner" and its plural shall include the word "resident" or "tenant" or "member" and their plurals as the context may require; except that a "Permitted Health Care Resident" and a "Temporary Resident" as such terms are defined in The Springs CC&Rs shall be deemed to be a guest for purposes of these Association Rules. Whenever used in these Association Rules and as defined in The Springs CC&Rs, the word "Lot" shall mean the land and the improvements that comprise each single-family residence in the Member Property. There are 259 Lots in the Member Property.

Each homeowner is urged to observe these Association Rules faithfully, and to report any violation to the Board. It is the responsibility of each homeowner also to become familiar and to comply with the City of Camarillo Municipal Code, some provisions of which are included in these Association Rules.

It is the policy of the Board to evaluate each and every enforcement issue individually, on its merits, giving due consideration to whatever circumstances may exist. While it is always the Board's goal to maintain a high level of compliance with these Association Rules, the Board reserves the right, in its sole discretion, to grant variances on a case-by-case basis.

ARTICLE 1: ARCHITECTURAL AND LANDSCAPING RULES

1.1 General Rules. A major key to maintaining market value for all homes in The Springs is attractive exteriors and landscaping. Sustaining attractiveness requires regular maintenance and often involves alterations and improvements. General rules that apply to all architectural alterations and all landscaping changes are as follows.

1.1.1 Board Approval Required. In accordance with Section 5.12 of the CC&Rs: "No building, improvement, manufactured home unit, fence or other structure of any type, nor any structural alteration to any existing improvement, nor any significant alteration to the landscaping shall be made, constructed or maintained on any Lot until approved in writing by the Board."

1.1.2 Project Approval Form. A "Project Approval Form" shall be submitted by each homeowner wishing to make any alteration to his/her Lot that requires Board approval pursuant to Section 1.1.1 above. The Project Approval Form shall be delivered to The Springs on-site manager and the submitting homeowner will receive written acknowledgement of the date of receipt of this form.

1.1.3 Project Review and Approval. The homeowner's Project Approval Form shall be reviewed by the person or persons designated by the Board ("reviewer") to conduct such review. The review shall be commenced within five (5) business days of its submission. Once begun, the review shall be conducted diligently and the homeowner shall be kept informed of its progress. The review shall be completed and its results communicated to the homeowner within thirty (30) days of its submission. Only if the reviewer approves the homeowner's Project Approval Form may the homeowner begin the proposed work. All approved Project Approval Forms shall be submitted to the Board for confirmation at the next regular meeting of the Board as part of the consent calendar.

1.1.4 Additional Requirements. The reviewer reserves the right to request a complete set of plans and specifications that disclose the appearance, height, materials and color of the planned improvement. All proposed alterations to the exterior of any home, including fences, and all alterations or additions to the landscaping, shall comply with these Association Rules and with the requirements of the City of Camarillo. If appropriate for the planned improvement, the homeowner shall also furnish a plot plan, grading plan and a soils report. No change in the exterior appearance, type, color, grade height or location of any structure on any Lot may be made without the prior written approval of the work on a Project Approval Form.

1.1.5 Not in Compliance. If the reviewer of the proposed work finds that it is in some respect not in compliance with these Association Rules, the CC&Rs of The Springs or Camarillo City Code, the homeowner may revise and resubmit the Project Approval Form so that it is in compliance. Alternatively, either the reviewer or the homeowner may submit the Project Approval Form directly to the Board for action. At an open meeting, the Board shall approve, approve with conditions or disapprove the homeowner's proposed work. If the Board disapproves, the Board shall provide to the homeowner a written explanation of why the proposed work was disapproved.

1.1.6 Input from Others. In its deliberations, the Board may seek recommendations and input from others with respect to any proposed improvement or alteration. Any decision by the Board, however, shall be based on the Board's independent evaluation of the Project Approval Form, any other information supplied by the homeowner or the reviewer and any other relevant information.

1.1.7 Conditional Approval. The Board reserves the right to impose conditions in connection with any approval of a requested alteration or improvement, including the right of recording such

conditions of approval with the Ventura County Recorder's Office in order to insure that a future homeowner of that Lot will have legal notice of such conditions.

1.1.8 City Permits. It is the homeowner's responsibility to apply to the Building Department of the City of Camarillo and to obtain any permits required when the proposed project calls for City approval. Preliminary approval on a Project Approval Form is needed before the City will issue its permit. Final approval of the Project Approval Form will be granted after receipt of the City permit, a copy of which shall be provided to The Springs on-site manager.

1.1.9 Board Disclaimer. The granting of approval for an alteration or an improvement shall in no way be construed as an implied warranty or representation by The Springs with respect to the integrity of the design or the planned construction of the work and The Springs assumes no liability therefor. The homeowner assumes full risk and responsibility with regard to any alteration or improvement that may be approved on a Project Approval Form.

1.1.10 Compliance with Approvals. The homeowner shall comply fully with all specifications, conditions and requirements set forth in the homeowner's Project Approval Form as approved and in any applicable City permit.

1.1.11 Rescission of Approval. The Board may rescind the approval of a homeowner's Project Approval Form and require correction if there is reasonable doubt as to its accuracy or completeness. If the Board subsequently finds that there were misleading, incorrect or incomplete statements made on the Form, the previously issued approval may be rescinded and/or the Board may impose such other remedies as deemed reasonable under the circumstances.

1.1.12 Exterior Painting. *[This subsection has been revised. Please see new page 3A.]*

1.1.13 Semi-Annual Landscaping/Architecture Inspections.

- a) Community-wide inspections will be conducted twice a year.
- b) Any areas requiring improvement will first be addressed by an informal letter to the homeowner. This letter will also provide a reasonable time frame for correction and/or response, depending on the nature of the issue.
- c) After the designated time frame, another inspection will be made. If the areas requiring improvement have not yet been corrected, the matter shall be handled in accordance with the provisions of Article 8.

1.2 Architectural Rules

1.2.1 Architectural Alterations and Improvements. Alterations and improvements include but are not limited to changes to the following: doors, screens, windows, garage doors, awnings, walls, fences, walks, driveways, built-in or portable spas, roof-mounted equipment, re-grading of Lots, structural changes to the house and exterior painting. A homeowner may only improve his/her individual Lot.

1.2.2 Drainage and Streets. Homeowners are responsible for the drainage of their Lots and for restoring the cleanliness and the condition of all streets affected by any work on their Lot.

1.2.3 Annoying Devices. Any device such as wind chimes that annoys or creates a disturbance to a reasonable person is prohibited.

1.1.12 Exterior Painting and Decor. The Board maintains in the clubhouse office a display of color schemes approved for the exterior painting of homes in The Springs. Each color scheme consists of a stucco color plus a choice of trim colors. The Board may change the approved color schemes at its discretion provided that the Board gives all homeowners written notice that a change has been made.

- a) **Standard Application.** *One approved stucco color* shall be used on the stucco of the home and the side door of the garage. Optionally as an accent, a somewhat lighter or darker shade of the same approved stucco color may be used on the vertical columns of the home, including the chimney, as well as on any indented stucco archway above the windows and/or the garage door. *One approved trim color* that is paired with the chosen stucco color shall be used on the wood fascia, the gutters and any wood trim near or around the garage door and/or the windows. Optionally, the chosen trim color may also be used on any other wood architectural feature and/or on the downspouts and/or on the front entry door. It is not allowed anywhere on the chimney, on either garage door or on the stucco.
- b) **Rules**
- The colors used shall match exactly one of the currently approved color schemes and shall be applied in full compliance with paragraph a) preceding.
 - Choosing a color from one approved scheme to be used with a color of another approved scheme is not allowed.
 - Except as permitted under paragraph c) following, painting the entirety of a home in a single color is not allowed.
 - A Project Approval Form, with an attached paint chip, sample or manufacturer's number identifying each paint to be used and specifying exactly where each will be applied, ***shall be submitted and approved before any paint is purchased or contract is signed or work is begun.*** Please allow 15 days after submittal of the Form for its review and approval.
- c) **Exceptions**
- The front entry door may be finished in a different color from that shown on an approved color scheme. The planned treatment of the front door shall be expressly stated and submitted for approval in a Project Approval Form before it is purchased, installed, painted, finished or changed in any way.
 - Metal or vinyl garage doors need not be painted but shall match in color as closely as possible the chosen stucco color. If a metal or vinyl garage door is painted, the chosen stucco color shall be used. *Warning:* If a metal or vinyl garage door is to be painted, be sure to follow the door manufacturer's specifications in order not to void the manufacturer's warranty. Wood garage doors shall be painted in the chosen stucco color.
 - Provided that a home was previously painted in a then approved color scheme, and provided further that a paint chip, a sample or the manufacturer's number of the paint to be used is first submitted for approval on a Project Approval Form, touch up or the reapplication of the existing color scheme is allowed.

Any artwork or other décor to be affixed to a home so that it is visible from the street or to a neighboring home shall be adequately described and approved on a Project Approval Form ***prior to being placed on the home.***

Applying any paint or décor before it has been approved on a Project Approval Form, or doing so in a color or manner different from that which has been approved, is a violation of these Rules. In addition to being subject to a fine, a homeowner in violation shall be required at his/her sole expense to repaint his/her home, and/or to remove the unapproved decoration, to the extent, within the time limit and otherwise as mandated by the Board.

1.2.4 Roof-Mounted Equipment. No roof-mounted equipment and facilities, including but not limited to evaporative coolers and window air conditioners, nor any visible TV, CB or dish-type antennas are allowed except the following:

a) **Satellite dishes** are allowed in accordance with Section 1376 of the California Civil Code and the Federal Communications Commission. Installation of satellite dishes is subject, however, to reasonable restrictions that do not significantly increase installation costs nor significantly decrease efficiency or performance of the system. Restrictions for The Springs are:

- The homeowner shall inform the Board at least one week in advance of the installation; and
- The satellite dish shall be no larger than one (1) meter in diameter; and
- Homeowners are strongly urged to install the satellite dish in a location that is unobtrusive and not disturbing to homeowners of adjacent properties.

b) **Tubular solar lighting** may be permitted under the following conditions:

- Location, size and type shall be submitted to the Board for approval; and
- For purposes of these Architectural Rules, tubular solar lighting is defined as a manufactured item that is designed to introduce daylight into interior rooms by a tube through the roof.

c) **Solar Energy Systems** are allowed under the following guidelines:

- The homeowner must submit an application to and obtain the approval of the Board; and
- In accordance with California Civil Code 714 (c) or other applicable law, solar collectors shall meet applicable standards and requirements imposed by state and local permitting authorities. Specifically, solar energy systems shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agencies; and
- The solar energy system shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission or other applicable rules, laws or regulations regarding safety and reliability.

1.2.5 Patio Covers. Patio structures shall be approved in writing by both the Board and the City of Camarillo before work commences.

1.2.6 Fences. Fences shall be constructed only of concrete block, brick, wood, structural vinyl or wrought iron. Wood stake fencing is prohibited, and split rail fences are permitted in rear and non-corner side yards only. Maximum height is sixty inches (60") except at spas and for trashcan enclosures. Shrubs, trees and hedges placed to act as a fence shall also be limited to sixty inches (60") in height.

a) **Fence as Trashcan Enclosure.** For the purpose of forming a trashcan enclosure, certain portions of a proposed fence may be up to forty-eight inches (48") in height. Such increased height where allowed is at the discretion of the Board and shall be approved by the Committee before work commences. If an existing fence is modified for this purpose the extension in height shall be of the exact same material as the existing fence.

b) **Spa Fencing.** A five-foot (5') wrought iron or structural vinyl fence is required around all spas whether built-in or portable. The Board shall approve the extent, color and location of the required fence.

c) **Wood Fence.** A detailed design including a description of the material and color of any wood fence shall be submitted to the Board for approval before work commences.

1.2.7 Retaining Walls. Retaining walls (walls built against a slope or over four feet [4'] in height) require a permit from the City of Camarillo.

1.2.8 Water Softeners. Water softeners shall not be visible from any street, other Lot(s) or the common areas.

1.2.9 Trash and Debris. No trash or debris shall be permitted to accumulate on any Lot at The Springs.

1.2.10 Trashcans/Non-Fence Enclosures. In accordance with Camarillo Municipal Code, trashcans and other rubbish containers shall not be placed anywhere that is visible from any portion of any street, Lot or common area except on trash collection days. The Board may permit enclosures for trashcans subject to submission of a Project Approval Form and approval by the Board. Location, size limits and materials used for such enclosures shall be at the discretion of the Board. Trashcans shall be placed back of the curb or right-of-way line of the street no earlier than noon on the day before trash collection day and shall be removed no later than 8pm on the regularly scheduled day of collection.

1.2.11 Storage Sheds. No outside storage shed or buildings are permitted.

1.2.12 Storage Lockers. Vinyl storage lockers may be permitted at the rear of a house so long as they cannot be seen from the street. Except as approved by the Board, the number of such lockers shall not exceed three (3), and the height shall be limited to forty-eight inches (48").

1.2.13 Exterior Clothes Lines. No exterior clotheslines shall be erected or maintained, and there shall be no drying or laundering of clothes outdoors.

1.3 Landscaping Rules

1.3.1 Approval Required. The Board shall first approve any alteration or addition to landscaping, except bedding plants. Bedding plants are generally annuals, biennials or perennials that are used in quantity for a temporary color garden display.

1.3.2 Full Lot Landscaping Required. All areas of each Lot shall be properly landscaped in compliance with these Landscaping Rules. There shall be no bare ground at the sides of any house or elsewhere on a Lot. All drainage areas shall be covered with rock, concrete, bark or a ground cover. A significant portion of the front yard shall be planted in sod, seed or low-growing plants, bushes or ground cover. The remainder of the front yard may be covered with decorative rock, bark, brick, pavers or other non-planted materials. The materials and the design used shall be in keeping with the immediate neighborhood and with the overall appearance of The Springs.

1.3.3 Diligence Required. All landscaping work shall be completed within sixty (60) days of commencement.

1.3.4 Maintenance. Each homeowner shall at all times:

- Maintain a neat, clean and orderly Lot, attractive and free from weeds, rubbish and litter

- Cultivate, water, feed, trim and prune all trees, shrubs, grass, lawn, plantings and other landscaping on the Lot in order to maintain a green and healthy appearance
- Not permit any thing or condition to exist upon any part of the Lot that might induce, breed or harbor infectious plant diseases or noxious weeds, insects or vermin
- Trim or prune all growth originating on the Lot and protruding over the Lot line. It is particularly important that protruding growth is kept trimmed or pruned along sidewalks, streets and curbs, as well as along drainage channels, in order to give a good appearance and not invade the space of others or interfere with the flow of traffic or of drain water.

1.3.5 Homeowner Absence or Inability. It is the responsibility of each homeowner to make arrangements for the maintenance of his/her landscaping at all times including during any absence or physical inability.

1.3.6 Plant Types. The Springs is surrounded by hillsides and wild open spaces. For that reason, non-invasive fire-resistive plants are strongly encouraged. Highly flammable plants or plants that are invasive in this general area are not allowed. If homeowners were previously granted permission for the plants shown below, they will not be required to remove them. Whenever possible and within these guidelines, drought-tolerant plants are also encouraged.

1.3.6.1 Flammable Plants. The Ventura County Fire Protection District's Fire Hazard Reduction Program has determined that the plants shown below are highly flammable. They are among those known for the amount of dead fuel that accumulates in them, and the high oil, high resin or low moisture content of their leaves and branches. Bear in mind that ALL plants are flammable if not pruned periodically and the risk attached to any one plant can be greatly diminished with maintenance. The following plants, listed by their scientific names within types, are **NOT ALLOWED** (the common name is in parentheses):

Trees:

Acacia	Thuja spp. (Arborvitae)
Umbellularia californica (California bay)	Cedar
Cypress Douglas fir	
Eucalyptus globules	E. Viminalis
E. Camaldulensis	E. Rudis
Fir	Juniper
Palm Pine	Spruce
Podocarpus macrophyllus (Yew)	

Grasses, shrubs, ground covers:

California buckwheat	Artenisia California (sagebrush)
Adenostoma fasciculatum (chamise or greasewood)	
Dry annual grasses	Juniper
Laurel sumac	Manzanita
Pampas grass	Rosemary
Scotch broom	Quercus dumosa (California scrub oak)
Cytisus monsepuessulanus (Spanish broom)	Sugar bush
Toyon	

Hazardous Native Brush:

Baccharis viminea (mule fat)	Cercocarpus betuloides (mtn. mahogany)
Eriogonum fasciculatum (California buckwheat)	Rhus diversiloba (poison oak)
Lonicera johnstonii (southern honeysuckle)	Salvia apiana (white sage)
Ricinus communis (castor bean)	Salvia mellifera (black sage)
Salvia leucophylla (purple sage)	

1.3.6.2 Invasive Plants. The California Invasive Plant Council considers the plants listed below to be highly invasive in the Southern California area. Some of these plants are also in the highly flammable list above. This is a non-inclusive list. The full list, which will be utilized by the Board, is available for viewing in the clubhouse office. The following plants, listed by their scientific names within types, are **NOT ALLOWED** (the common name is in parentheses):

Highly Invasive Plants (Southwest portions of California) (non-inclusive list):

Alternanthera (alligatorweed)	Arundo donax (giant reed)
Asparagus asparagoides (bridal creeper)	Asphodelus fistulosus (onionweed)
Atriplex semibaccata (Australian saltbush)	Bromus madritensis (red brome)
Carpobrotus edulis (hottentot-fig, iceplant)	Cortaderia selloana (pampas grass)
Cynara cardunculus (artichoke thistle)	Delairea odorata (cape-ivy, German-ivy)
Emex spinosa (spiny emex, devil's thorn)	Genista monspessulana (french broom)
Hirschfeldia incana (shortpod mustard)	Hydrilla verticillata (hydrilla)
Myoporum laetum (myoporum)	Oxalis pes-caprae (buttercup/yellow oxalis, Bermuda buttercup)
Spartium junceum (Spanish broom)	Tamarix ramosissima (saltcedar, tamarisk)
Taeniatherum caput-medusae (medusahead)	

1.3.6.3 Other Plants. The Ventura County Fire Department has developed a list of Fire Resistive Plants. While plants from this list (available in the Clubhouse office) are highly desirable, any plants not specifically shown above as highly flammable or invasive will most likely be approved by the Board.

1.3.7 Synthetic Turf. Synthetic turf may be used, and will be considered as sod for purposes of satisfying the front yard requirements of Section 1.3.2 above, provided that:

- A sample of the product to be installed shall be submitted by the homeowner with the Project Approval Form;
- The homeowner agrees to follow exactly the installation procedure specified by the manufacturer or, absent manufacturer's instructions, that specified by The Springs reviewer; and
- Approval of the Project Approval Form and of the sample shall be obtained before any installation occurs or any commitment is made to a contractor.

ARTICLE 2: STREET AND PARKING RULES

2.1 Street Parking. On-street parking is prohibited per Camarillo Planned Zone Ordinance Parking Regulations (Section 19.16.230 Private Streets). Vehicles of vendors and service people stopped on residential streets for loading and unloading shall be located so as not to interfere with ingress to or egress from a neighbor's driveway and shall not block curbside mailboxes or fire hydrants. No stopping/parking of any kind is allowed so as to obstruct free passage of a trash or emergency vehicle.

2.2 Visitor Parking Spaces. Visitors shall park in designated visitor parking spaces and shall be advised of this Rule by homeowners. Homeowners with visitors needing to park for more than seven (7) consecutive nights in a visitor parking space must obtain a permit issued by the Manager's Representative at the clubhouse. Homeowners may only use visitor parking spaces for short periods of time, not to exceed two hours at any one time. Permits may be granted for longer periods on a case-by-

case basis. Homeowners shall not park overnight in visitor parking spaces unless they have a permit issued by the Manager's Representative at the clubhouse.

2.3 Recreational Vehicles. See Article 4 for rules regarding recreational vehicles.

2.4 Golf Carts. Golf carts shall be parked so they cannot be seen from the street. Children shall not be permitted to drive golf carts.

2.5 Speed Limit. The speed limit for all vehicles operating within The Springs is fifteen (15) miles per hour. Violators are subject to a warning, violation notice and monetary penalties.

2.6 Motorcycles. Motorcycles and motorbikes shall not be operated within any area of The Springs if they cause objectionable noise to a reasonable person.

2.7 Pedestrians. Pedestrians shall have the right-of-way at all times.

2.8 Bicycles. All resident cyclists may ride their bicycles throughout The Springs provided they observe all traffic laws and do not cause a disturbance.

2.9 Repairs/Maintenance. Major repair of any motor vehicle, boat or recreational vehicle is prohibited within The Springs. Minor repair or maintenance of such vehicles shall be confined to the garage area.

2.10 Access to Streets and Driveways. No homeowner shall obstruct the streets or a homeowner's driveway and shall at all times keep the same free and clear of all obstructions and in a safe condition for vehicular use. Homeowners are responsible for informing their contractors that tools, building supplies or equipment should not be left in the street creating a hazard. In cases where trash bins or large equipment is necessary, proper caution lights, reflectors or cones shall be used to alert drivers to the hazard.

2.11 No Skating. Skateboarding, skating and riding scooters shall not be allowed in any portion of The Springs.

2.12 Commercial Vehicles. Commercial vehicles owned or operated by homeowners or guests shall be garaged at all times. Commercial vehicles are defined as those vehicles with distinctive signs, equipment or obvious use that distinguish them from other ordinary vehicles.

2.13 Parking on Landscaped Areas. Vehicles shall not be parked on lawns or landscaped areas or extend beyond the homeowner's Lot on which it is parked.

2.14 Parking on a Homeowner's Lot. Parking of all vehicles is prohibited on a homeowner's Lot (as defined by the CC&Rs) except for parking:

- Within the enclosed garage,
- On the concrete, paver or brick driveway directly in front of the garage and between the garage and the street,
- On an approved concrete, paver or brick surface adjacent to the driveway, on the side opposite the entrance walkway; parking on gravel or bark shall not be allowed.

2.15 No Passing. No passing of a moving vehicle is permitted on any street in The Springs.

2.16 Dumpsters. Any homeowner wishing to utilize a roll-off debris dumpster shall first submit an Application for Dumpster Placement to the clubhouse office at least seven (7) days prior to delivery of the dumpster in order to obtain a permit. The permit shall be placed in an easily visible location on one of the sides of the dumpster. The delivery shall be coordinated so a member of the Streets and Parking Committee or a Board Member can be present when the dumpster is delivered. The Springs Representative shall inspect the street surface where the dumpster is to be placed and a digital photo shall be taken indicating the condition of the street before the dumpster is placed on a Springs street or parking lot. When the dumpster is removed, the same coordination with The Springs Streets and Parking Committee shall take place with a final surface inspection with photos. Should the surface be damaged, it is the homeowner's responsibility to have a Board approved street paving contractor repair the street condition to its pre-dumpster condition.

2.16.1 Location of the Dumpster. If a guest parking lot is nearby, it may be required for the dumpster to be located there. If there is a long driveway, you may be requested to place the dumpster on the driveway and receive temporary permission to park in the nearest guest parking for the duration of the use of the dumpster.

2.16.2 Safety. For the safety of all residents, if the dumpster is located in the street, the homeowner shall place an orange fluorescent cone 36" high at the four corners of the dumpster approximately 4'0" from each corner of the dumpster, during the daylight hours. Should the dumpster be parked on any Springs street overnight, the homeowner shall place red flashing warning lights 8" diameter mounted approximately 4'0" from the pavement at each corner of the dumpster, approximately 4'0" from the dumpster.

2.16.3 Time Limit. A twenty-four (24) hour placement is desired; in no instance shall permits be granted for longer than ninety-six (96) hours.

2.16.4 Obtaining a Dumpster. Information on obtaining a dumpster will be available at the clubhouse office.

ARTICLE 3: PET RULES

3.1 Number of Pets. The Board reserves the right to determine acceptability as to the number of pets that a homeowner may keep and whether a given pet constitutes a nuisance.

3.2 Dog License. All dogs must have a current license from the County of Ventura.

3.3 Local Ordinances. All City and County ordinances pertaining to animals apply at The Springs. These ordinances provide, in part:

3.3.1 Leash Rules. Pets shall be confined within the owner's Lot and shall be kept on a leash no longer than six feet (6') when off the owner's Lot. "On a leash" means that the leash is held continuously by a person capable of controlling the pet. Any pet running loose at The Springs may result in a complaint being filed by the Board with the Animal Regulation Department for removal of the pet to the pound.

3.3.2 Nuisance. If any pet becomes a general nuisance to a reasonable person, the homeowner shall take corrective action, including restricting the pet as necessary. Failure to do so, or any disturbance such as barking that annoys a reasonable person, may result in a notice of violation or other corrective action including revocation of permission to keep the pet.

3.3.3 Confinement. All pets shall be kept within the owner's Lot. Dogs are permitted to run loose in a fenced yard or dog run provided that the owner (or his representative) is present on the Lot at such time as the dog is in the fenced yard or the dog run. No pets shall be tied up outside the home.

3.4 Privacy of Property. Under no condition shall a homeowner allow his/her pet to invade the privacy of anyone else's Lot.

3.5 No Pets in Clubhouse. No pet shall be allowed in the clubhouse or pool area, even if carried.

3.6 No Rottweilers or Pit Bulls. Ventura County Animal Regulation has designated rottweilers and pit bulls as breeds that are aggressive to small animals and small children. A requirement for adopting such a breed from their shelter is that the yard of the adopting home must have a six-foot (6') fence. Because these Rules prohibit a six-foot (6') fence, these breeds are prohibited in The Springs.









3.7 Pet Droppings. Pet droppings shall be picked up, wrapped in paper or plastic and disposed of promptly and properly by the pet's owner.

3.8 Association Indemnification. All pet owners shall keep their pets under strict control and shall defend, indemnify and hold The Springs, its directors, officers and representatives harmless from any claim(s) whatsoever regarding any pet, except those claims that result from the active fault of The Springs.

3.9 Failure to Comply. Failure to comply promptly and fully with the Pet Rules in this Article may result in a warning, violation notice, monetary penalty and/or, at the discretion of the Board, removal of the pet(s) from The Springs.

ARTICLE 4: RECREATIONAL VEHICLE ("RV") RULES

4.1 Qualified Vehicles. Recreational vehicles (RVs) are a family of vehicles that combine transportation and temporary living quarters for recreation, camping and travel. Camarillo Municipal Code 19.04.665, Recreational Vehicle, states: "Recreational vehicle' means a self-propelled or towed vehicle, privately owned, licensed or unlicensed for street use, such as a travel trailer, tent trailer, dune buggy or motorhome, but not including aircraft, boats, and motorcycles." With two exceptions (boats on trailers are allowed and dune buggies are not allowed), these Rules adhere to this definition. Only the following recreational vehicles shall be permitted use of the RV Lot:

Type A Motor home (Class A)	
Type B Motor home (van camper)	
Type C Motor home (mini)	
Folding Camping (or Tent) Trailer	
Truck Camper	
Travel Trailer	
Fifth-Wheel Travel Trailer	
Boat on trailer	

Only vehicles on wheels with current DMV registration tags, in good operating condition and well maintained shall be permitted. No vehicles with peeling paint, rust or torn covers shall be permitted. In addition, the following vehicles are specifically **NOT** permitted: Motorcycles, dirt bikes, vehicle

carriers, utility trailers and any other trailers not specifically covered in the chart above, all terrain vehicles (ATVs), dune buggies and water jet ski devices.

4.2 Qualified Users. Only residents shall be provided a space in the RV Lot, one space for any given address in The Springs (see 4.7 for occasional exceptions). A non-resident homeowner automatically transfers RV Lot space rights to the tenant(s) whether or not the tenant chooses to exercise those rights. Therefore, a non-resident homeowner may not park an RV in the RV Lot.

4.3 Key Deposit. Use of the RV Lot is by reservation only, on a first-come, first-served basis. A refundable five-dollar (\$5.00) key deposit shall be paid for access to the RV Lot. Non-residents or guests are not permitted in the RV Lot unless accompanied by the resident owner/user of the RV. The resident owner/user of the RV may pre-arrange for a representative of the Board, i.e., the RV Lot Chairperson or a member of the RV Lot Committee to accompany a non-resident or guest to use their RV in their absence. Non-residents are not allowed to have keys to the RV Lot. RV Lot parking privileges may be permanently revoked for any resident RV owner who provides their key to a non-resident or guest.

4.4 Proof of Qualification. Parking in the RV Lot is provided for resident-owned vehicles only. The RV Lot is for Springs' residents for their personal and principal use and not for parking RVs for family or friends. Should that become the case or the resident no longer uses the RV, it shall be immediately removed from the RV Lot. Proof of ownership shall include current DMV Registration and documentation of insurance in the resident RV owner's name. A "non-operation" registration shall not be permitted.

4.5 Insurance. As a condition of being parked in the RV Lot, each vehicle shall be insured by the resident owner of the vehicle. The Springs assumes no responsibility for theft of or from or for damage or vandalism to vehicles parked in the RV Lot. Annual proof of insurance is required. Each resident user shall be fully responsible for the user's vehicle while in the lot, shall use the lot strictly at the user's own risk and shall defend, indemnify, and hold the Association, its directors, officers and representatives harmless from any claim(s) whatsoever to the user's vehicle while it is in the lot, except those claims that result from the active fault of the Association.

4.6 RV Lot Rules. Each user of the RV Lot acknowledges and agrees to comply with the following rules:

- Park fully within the assigned space without encroaching over the sidelines or into the drive lane;
- Block the RV properly to preserve the asphalt surface and to preclude movement;
- Use the RV for a minimum of seven (7) days each calendar year (the RV Lot is NOT a storage facility);
- No hazardous materials of any type shall be stored in the RV Lot except for legally stored gasoline, diesel fuel or propane;
- When using the wash rack, do not clean any engines. Do not use any degreasers. Use a phosphate-free, biodegradable detergent and as little water as possible;
- No living, camping, cooking, etc, in any RV while it is parked on the RV Lot;
- No major repair of any RV, boat or motor vehicle;
- Do not plug into the electrical receptacles for longer than twenty-four (24) hours at a time;
- No storage of any type or accumulation of debris of any type external to the authorized vehicle is allowed;

- In case of a fluid leak (engine oil, transmission or fluid leaks), the resident RV owner is expected to use an oil drip pan to protect the asphalt; any damage to the asphalt will be the resident RV owner's responsibility to repair;
- No lockers, sheds or storage facilities of any kind shall be placed, erected or constructed on the RV Lot except by the Association for Association storage.

4.7 Loading and Unloading. Parking an RV near a homeowner's home in The Springs for loading or unloading is permitted provided that:

- Such parking shall not exceed four (4) hours;
- The vehicle shall not interfere with ingress to or egress from neighbors' driveways, block curbside mailboxes or fire hydrants;
- The vehicle shall not be parked overnight on any street in The Springs.

4.8 Tow and Towed Vehicles. With Board approval, tow and towed vehicles may be allowed to occupy additional space under the following conditions:

- The resident RV owner must demonstrate insufficient space within the garage for the tow or towed vehicle, either because two other vehicles are already parked in the garage or the tow or towed vehicle is physically too large to fit in the garage (for purposes of this rule, motorcycles, bicycles, etc are not considered vehicles);
- Additional tow or towed vehicles will not be allowed when the RV lot fills to 90% (6 remaining spaces);
- The tow or towed vehicle must be used primarily for RVing;
- The space assigned may be taken away if the RV Lot fills and another resident RV owner requires the space for an RV;
- Tow vehicles have priority over towed vehicles (last in – first out within each category);
- Tow or towed vehicles shall occupy spaces at the rear of the RV Lot in the spaces deemed to be least desirable for an RV;
- The resident RV owner is also the owner of the tow or towed vehicle and shall provide proof of registration, proof of insurance and sign a Release from Liability Form and update the information yearly.
- If the tow or towed vehicle is not used at least one week per year, permission to park shall be revoked; the lot is not to be used as a storage location for vehicles;
- A tow dolly may be stored in the RV Lot providing the resident RV owner has sufficient space behind or within the assigned RV space; the tow dolly shall not be stored within a towed vehicle's assigned space; a resident RV owner may not store a towed vehicle and a tow dolly.

4.9 Temporary Vehicle Parking. A non-qualifying vehicle belonging to the resident RV owner who has an assigned space in the RV Lot may be parked only in that assigned space on a temporary basis while the RV is in use. The vehicle must be within the RV's assigned space. If the resident RV owner to whom the space is assigned is going to be away for more than one day, he must first obtain a parking permit in the clubhouse office and post the permit within the vehicle in plain sight. As with the RV, a copy of the registration and insurance shall be provided and shall clearly show that the vehicle belongs to the resident RV owner.

4.10 Guest RV Parking. If space is available, the RV of a homeowner's guest may be parked in the RV Lot in a space designated by the Association. Parking of a guest's RV shall be limited to a maximum of seven (7) days. The homeowner shall be responsible for contacting the Association for

designation of a space and a visitor placard and shall accompany the guest at all times when in the RV Lot.

4.11 Temporary Guest RV Parking outside the RV Lot. If space is not available in the RV Lot and if the size of the guest's RV allows, the Board may authorize temporary RV parking in a guest parking space reserved for cars for a period of no more than seventy-two (72) hours. The guest's RV shall be clearly placarded to indicate that the Board or its authorized representative has approved such parking.

4.12 Permit Expiration Date. Permits to use the RV Lot shall expire each year upon expiration of the DMV Registration and/or insurance. Resident RV owners who wish to renew their permits must submit a copy of the current DMV Registration and current proof of insurance. Resident RV owners who fully and faithfully comply with these Rules shall be given priority for a renewed permit. Each user of the RV Lot shall have the continuing obligation to keep the Association informed of the user's current address, daytime phone numbers and email address. Failure to maintain active DMV Registration and/or insurance shall lead to a revocation of the RV Lot parking permission.

4.13 30-Day Notice to Remove Vehicle. The Association has the right to require each user of the RV Lot to remove the user's vehicle from the RV Lot:

- For a period of up to two (2) weeks for purposes of maintaining the RV Lot, or
- For a period of up to three (3) days for purposes of assuring that the vehicle is in proper operating condition, or
- Permanently if the user has violated any of these RV Lot Rules.

ARTICLE 5: CLUBHOUSE RULES

In this Article, clubhouse is defined as the clubhouse building and its facilities and grounds on the full lot on which it stands. Cooperation is essential if the clubhouse is to provide the maximum enjoyment and safety for the greatest number of homeowners. For this purpose, the following Clubhouse Rules are adopted. Please familiarize yourself with them.

5.1 Hours. The clubhouse is open for use by all homeowners between the hours of 6:00 a.m. and 10:00 p.m. daily.

5.2 Attire. Bare feet and wearing of bathing apparel are not permitted in the clubhouse except in the pool and spa areas and in the restrooms.

5.3 Occupancy. The maximum occupancy for the Pete Tendas Room, the main assembly room, is 107 for dining and 229 for meetings.

5.4 Private Entry Code. The entry code to the clubhouse is for homeowners only and shall not be given to guests.

5.5 Guests. Guests shall not be permitted in the clubhouse unless accompanied by a homeowner.

5.6 Number of Guests. Because the clubhouse has limited space and is primarily for the use of homeowners, homeowners shall use discretion as to the number of guests they invite to the clubhouse at any one time.

5.7 Smoke-Free. The clubhouse building is a no-smoking facility in its entirety.

5.8 Conduct. Excessive use of intoxicating liquors, boisterous or needless noise, interference with homeowners or guests, disturbance of the peace and quiet or willful and careless destruction of property in any manner on or within the clubhouse are all prohibited activities and may result in enforcement procedures. Enforcement procedures include but are not limited to revocation of clubhouse privileges and monetary assessment.

5.9 Billiard/Exercise Room.

5.9.1 Age. No person under eighteen (18) years of age shall be allowed in the billiard/exercise room.

5.9.2 Time Limits. If someone is waiting for a pool table, please limit yourself to no more than two (2) games in a given session.

5.9.3 Posted Rules. Homeowners shall comply with all rules posted inside the billiard/exercise room.

5.10 Swimming Pool.

5.10.1 Responsibility. The use of the swimming pool is at the user's risk.

5.10.2 Pool Hours. Pool hours shall be from 6:00 a.m. to 10:00 p.m. daily.

5.10.3 Guests. Guests using the pool must at all times be accompanied and supervised by a homeowner. Hours for guests under age 18 are:

- 10:00 am to 2:00 pm, weekdays and July 4th;
- 10:00 am to 3:00 pm, Saturdays; and
- 10:00 am to 5:00 pm, Sundays, Memorial Day and Labor Day.

5.10.4 Shower Before Use. Pool users shall shower and remove hairpins and suntan lotion before entering the pool or the spa.

5.10.5 Spa. The spa is open to all homeowners and guests eighteen (18) years of age and older. Guests may use the spa only when accompanied by a homeowner.

5.11 Use of the Clubhouse Meeting Room. The large meeting room in the clubhouse may be reserved for functions that are Board sponsored, Social or Activity Group functions open to all Springs homeowners or for private gatherings. A reciprocal agreement with Country Club Village for the use of our clubhouse under limited situations is the single allowed instance of non-resident participation. Examples of functions that are allowed are:

- Board approved lectures on health, safety or topics felt beneficial to homeowners;
- Board meetings and functions such as Volunteer of the Year award presentations;
- Social Committee functions such as the Holiday Boutique and guests from CCV may be invited; if other non-residents are invited, they may do so only as guests of other attending Springs homeowners with the implicit agreement that the homeowner is responsible for any loss or claim for that visiting guest;

- Golf Activity Group functions such as once a month potlucks to which CCV golfers and spouses are invited; all other non-residents must be accompanied by a homeowner, again with the implicit agreement that the homeowner is responsible for any loss or claim for that visiting guest;
- Private functions, to which Article 6 applies.

ARTICLE 6: USE OF CLUBHOUSE FOR PRIVATE PARTIES

6.1 Reservations. Only a homeowner can make reservations. Because Board and Board-sponsored functions have priority, please clear any proposed date with the Property Manager Representative in the clubhouse office.

6.2 Insurance. The Springs shall not be liable for bodily injury or death to any person or for loss or damage to property of any homeowner or guest. The homeowner reserving the clubhouse shall sign a statement agreeing to defend, indemnify and hold The Springs and its directors, officers and representatives harmless from any claim(s) whatsoever for any accidents which may occur during the event for which the homeowner has reserved the clubhouse, except those claims that result from the active fault of The Springs.

6.3 Deposit. There shall be a refundable \$400.00 deposit required at time of reservation. In addition, the following non-refundable fee shall be paid based on the contemplated number of attendees:

1 - 25 attendees	=	\$ 50.00
26 - 50 attendees	=	100.00
51 - 75 attendees	=	150.00
76 - 107 attendees	=	200.00

The payment of the deposit for the use of the clubhouse does not relieve the reserving homeowner of the responsibility for repairs or replacement of any damaged property. In the event the cost of repairs, replacement or cleanup exceeds the deposit, the homeowner shall pay the additional cost.

6.4 Furnishings. No furnishings, glassware or equipment owned by The Springs shall be removed from the clubhouse.

6.5 Homeowner to be Present. The homeowner reserving the clubhouse shall be in attendance at the event at all times and until all attendees have departed. The homeowner is responsible for securing the facilities and is responsible for the conduct of all guests.

6.6 Areas Authorized for Use. Areas that can be used at a private party are:

- Pete Tendas Room
- Kitchen
- Restrooms
- BBQ area
- Immediate outside patio area

6.7 Areas Not Authorized for Use. Areas that **SHALL NOT** be used at a private party are:

- Billiard/exercise room

- Card room
- Library/TV lounge
- Swimming pool
- Jacuzzi

6.8 Number of Attendees. The maximum number of people who may occupy the Pete Tendas Room shall be one hundred seven (107).

6.9 Parking. The reserving homeowner shall advise attendees that parking is limited to designated areas around the clubhouse and in assigned guest parking within The Springs. At no time shall attendees park on the streets or cause any interference with ingress to or egress from driveways.

6.10 Inspection. Prior to the event, the reserving homeowner shall inspect the clubhouse and its furnishings and equipment with the Property Manager Representative or with the Kitchen Chairperson and shall sign attesting to the condition of the clubhouse and its furnishings and equipment.

6.11 Private Party Rules. Prior to the event, the reserving homeowner shall be given a copy of and shall read and sign a separate form that sets forth additional rules to be followed by the reserving homeowner when hosting a private party at the clubhouse.

6.12 Homeowner Supervision. The reserving homeowner shall oversee all operations involving the kitchen and the barbecue(s) to insure that they are clean and fire safe immediately after use.

6.13 Alcohol. No alcohol shall be served to anyone under the age of twenty-one (21) years. It shall be the reserving homeowner's responsibility to enforce this Rule. No alcohol shall be served to an obviously intoxicated person. The reserving homeowner shall escort any obviously intoxicated person from the clubhouse and shall make a reasonable effort to provide safe transportation for that person.

6.14 Illegal Drugs. Illegal drugs are not allowed in the clubhouse at any time.

6.15 Music. Live or other types of music (recorded or otherwise) shall not be obnoxiously loud.

6.16 Closing Time. For private party functions, the reserving homeowner shall be responsible for securing the clubhouse no later than 10:00 p.m.

6.17 Monitoring. The Springs shall have the right of monitoring the activities of any private party.

6.18 No Admission Fee. No fee shall be charged or tickets sold for attendance at or admission to any private party function at the clubhouse.

6.19 Refund. If there are no violations of these Association Rules or of the additional Private Party Rules signed by the reserving homeowner, and if there is no charge for set-up costs or for damages, the \$400 deposit will be refunded within ten (10) days following the event.

6.20 Annual Limit for Private Parties. No homeowner may reserve the clubhouse for a private party more than three times (3) in any calendar year without Board approval.

ARTICLE 7: OTHER RULES

7.1 Homeowner's Responsibility. Each homeowner shall be responsible for the compliance of their family members, guests, visitors, vendors and tenants with all Governing Documents of The Springs.

7.2 No Business Use.

- No part of any Lot shall be used, directly or indirectly, for any business, commercial, manufacturing, mercantile, vending or other non-residential purpose except to the extent and for such home business as may be authorized by the Board.
- A homeowner may use one (1) room in his/her home for an office provided that the number of business visitors to the homeowner's home is either nil or so very low as not to disturb the neighbors. Any home occupation shall fully comply with Camarillo Zoning Ordinance Chapter 19.65, Home Occupations. A copy of a current Home Occupation Permit obtained from the City of Camarillo shall be provided to The Springs.
- Garage sales are prohibited.

7.3 No Soliciting. Except for participation in activities of The Springs, soliciting of homeowners at any time by anyone is prohibited.

7.4 No Offensive Activities. Any activity obnoxious or offensive to a reasonable person, and that may be or become an annoyance to or an infringement upon another homeowners' peaceful enjoyment of his/her Lot is prohibited.

7.5 Noise. Noise from homes, driveways and garages shall be kept at a moderate level at all times. Typical noise problems are TV, radio, stereo, parties, dogs, cats, birds, power tools, etc. Reasonable complaints of homeowners shall constitute grounds for a violation notice. Homeowners shall not use power equipment that can be heard outside of their home on Sundays or National Holidays or before 8:00 am and after 10:00 pm on all other days.

7.6 No Firing of Firearms or Fireworks. No firearms or fireworks shall be discharged within The Springs or on any adjacent property within earshot of The Springs.

7.7 No Liability. Except if caused by the active fault of The Springs, The Springs shall not be liable for any injury or death to person(s) or for any loss of or damage to property because of fire, flood, earthquake, or other casualty or because of vandalism, accident or theft.

7.8 No Harassment. Abusive or harassing behavior, whether verbal, written or physical, or any form of intimidation or aggression directed toward other homeowners, guests or management, its agents, its employees or vendors is prohibited.

7.9 No Power Equipment/Auto Repairs. No power equipment, hobby shop or carpenter shop shall be maintained on any Lot except with the prior written approval of the Board. No automobile overhaul or maintenance work, other than emergency repairs, shall be permitted on any Lot or within The Springs.

ARTICLE 8: ENFORCEMENT PROCEDURES

In order to enforce the Governing Documents of The Springs, the Board may levy, assess and collect assessments or fines for violation(s) in accordance with this Article. Assessments or fines may be levied against the homeowner for violations by the homeowner or by the homeowner's family members or guests (including tenants).

8.1 Notice of Violation and Hearing. Written notice of a violation shall be given to the homeowner. The notice shall inform the homeowner of:

- The nature of the violation;
- His/her right to attend a hearing of his/her choice before an open or closed session of the Board;
- The date/time/place for the hearing, which is at least fifteen (15) days from the date of the notice.

The homeowner may submit a written response in advance of or in lieu of attending the hearing, and may be represented by an attorney. The Board may reschedule the hearing upon a good faith request of the homeowner. The hearing will be canceled if the Board determines that the violation has been corrected after receipt of the notice. If the homeowner does not respond in writing, attend the hearing, request that it be rescheduled, or correct the violation, he/she will be deemed to have waived the right to contest the violation, unless such failure is due to extenuating circumstances.

8.2 Conflict of Interest. Any member of the Board who is concurrently subject to the same or similar violation, or has any other conflict of interest, shall not attend the hearing or vote on the issue.

8.3 Service of the Notice of Violation/Decision. The Notice of Violation shall either be hand delivered to the homeowner, or left in a sealed envelope in a conspicuous place on the homeowner's Lot followed the same day by mailing a copy thereof to the homeowner, postage prepaid. Written notice of any subsequent violation of the same offense shall be sent to the homeowner by certified mail. Written notice of the Board's decision regarding any violation shall be likewise sent to the homeowner by certified mail, mailed within fifteen (15) days of the date of the decision.

8.4 Remedies. Violations of the Governing Documents of The Springs may result in a warning letter, fine assessment, and/or suspension of privileges, as the Board may determine to be fair and just. The Board will be guided by the following fine schedule:

1 st violation – warning and/or fine up to	\$ 500.00
2 nd violation, same offense – fine up to	\$ 750.00
3 rd violation, same offense – fine up to	\$1,000.00
4 th violation, same offense – fine up to	\$1,500.00

In addition to, or in lieu of, the above fine for the "4th violation, same offense," the Board may assess a reasonable daily fine, which shall accrue until the violation is corrected. The Board shall waive the daily fine (but may still impose the fixed fine) if the violation is corrected within thirty (30) days or a reasonable additional time upon a showing of good faith by the homeowner, from the date of the notice of the "4th violation, same offense."

8.5 Collection of Fine Assessments. The Board may take any action allowed by law to collect any fine assessed for a violation. Except as provided in 8.1 above regarding waiver, all rights of the homeowner are reserved.

8.6 Health and Welfare Violations. Any violation that threatens the health or safety of any other homeowner or is an imminent health hazard to any Lot may be dealt with immediately by the Board without notice. Reasonable attempts under the circumstances shall be made to contact the homeowner who is responsible for the violation.

8.7 Willful Destruction of Property. If the Board determines that a homeowner has willfully, and with malice, harmed or destroyed any property of The Springs or of another homeowner, it may assess a fine in the amount of \$1,000.00, or the fair market value of the property harmed or destroyed, whichever is greater.

8.8 Tenants Agreement to Comply. Each homeowner shall furnish to his/her tenant a copy of the CC&Rs, the Bylaws, and these Association Rules. An agreement to comply therewith shall be included in any lease, and violation of that agreement made grounds for eviction. The homeowner shall submit to the Board a copy of the pages from the lease which include this agreement, and the tenant's signature.

8.9 Homeowner's Legal Liability. In addition to the above, each homeowner shall be legally liable for any consequential damages caused by a violation of any provision of the Governing Documents of The Springs by the homeowner or by his/her family members or guests (including tenants). If The Springs institutes any legal proceeding (whether or not a lawsuit is filed) regarding a violation, including but not limited to a proceeding for collection of an assessed fine, the violating homeowner shall be liable to The Springs for all costs of that proceeding, including reasonable attorneys' fees and court costs.

8.10 Dues and Assessments. Monthly assessments for both The Springs and for The Camarillo Springs Common Area Association are due and payable to The Springs on the first day of each month. A late charge will be assessed on such assessments that are not paid within fifteen (15) days of the due date. The charge will be ten dollars (\$10.00) or ten percent (10%) of the monthly assessment whichever is greater. Assessments that are delinquent thirty (30) days are subject to an interest charge of twelve percent (12%) per year starting as of the due date.

ARTICLE 9: ELECTION RULES

This Article is intended to comply with Section 1363.03 of the California Civil Code. It sets forth the rules for homeowner voting (if homeowner approval is required by the Governing Documents) on the election or removal of Board members, on the levying of assessments, on the amendment of the Governing Documents and on any grant of exclusive use of any common area.

9.1 Voting Procedures

9.1.1 Voting by Secret Ballot. Not less than thirty (30) days prior to the end of the voting period, the Association shall deliver to each voter, by first-class mail or personal delivery:

- A notice of meeting;
- A secret ballot;
- A sheet with instructions for voting and how and where to return the secret ballot;
- An inner envelope; and
- A pre-addressed outer envelope.

In order to preserve confidentiality, no name or address will appear on the secret ballot. After voting, the voter shall not sign the ballot itself but shall insert the completed ballot into the plain inner envelope and seal it. This sealed envelope shall then be inserted into the outer envelope that has been pre-addressed to the Inspector of Election. The voter shall seal the outer envelope. Prior to delivering it to the Inspector of Election, the voter shall, in the spaces provided on the face of the outer envelope, sign his/her name and print his/her name, as well as the address of the unit that entitles the voter to vote.

9.1.2 End of Voting Period. The Inspector of Election shall determine the end of the voting period, notice of which will be included in the instruction sheet delivered to each voter. The voter may either mail or hand deliver the outer envelope containing the sealed ballot to the Inspector of Election at the address designated in the instructions. The Inspector must receive the sealed ballot before the end of the voting period or it will be disregarded. A voter may request a receipt upon delivery of a sealed ballot. Once a secret ballot is received by the Inspector, it shall be irrevocable.

9.1.3 Tabulation of Ballots. The Inspector of Election will open, count and tabulate all votes in public at a properly noticed open meeting of the Board or of the homeowners. Any candidate or homeowner may witness the opening, counting and tabulation of the votes. No person shall open or otherwise review any sealed ballot prior to the time and place at which the Inspector opens, counts and tabulates them.

9.1.4 Reporting Results. The Inspector of Election will promptly report the results of the election to the Board. The Board will record the results in the minutes of the next meeting of the Board and will make those results available for review by any homeowner at any time after the results are received from the Inspector. The Board will report the results in writing to all homeowners within fifteen (15) days of the election.

9.1.5 Ballot Custody. Once delivered to the Inspector, the secret ballots, the outer envelopes and the proxies, if any, shall at all times remain in the custody of the Inspector of Election or at a location designated by the Inspector ("designated location") which location may be the office of the Association's management company. After the election, that same material, plus any invalidated inner envelope, the voting register, the tabulation sheet and the Inspector's report of the tabulated vote to the Board (collectively, the "voting records") shall remain in the custody of the Inspector of Election at the designated location. Such custody shall remain with the Inspector for nine (9) months following the date of election, the time allowed by Section 7527 of the California Corporations Code for challenging the election. After nine (9) months, custody of the voting records shall revert to the Association for an additional three (3) months so that the voting records shall have been retained for one (1) year following the date of the election. In the event of a recount or other challenge to the election process, the Inspector of Election or the Association, as the case may be, shall upon written request make the voting records available for inspection and review by any homeowner and his/her authorized representative. Any recount or other challenge to the election process shall be conducted in a manner that preserves the confidentiality of the vote.

9.1.6 Election by Mail-In or Hand Delivered Ballot. All elections covered by this Article 9 may be conducted by mail-in or hand-delivered ballot alone, except that the opening, counting and tabulating of the sealed votes must be conducted at an open meeting of the Board or of the homeowners.

9.1.7 Modification of This Article 9. This Article 9 shall be construed to conform to any legislative change to Section 1363.03 of the California Civil Code without any further action or approval being required of the homeowners. The Board shall simply notify the homeowners of any

such legislative change after it occurs and incorporate such change into these Association Rules. Any other change that the Board may wish to make to this Article 9 may be made only after thirty (30) days written notice to homeowners in accordance with the provisions of Section 1357.130 of the Civil Code.

9.2 Inspector of Election

9.2.1 Appointment and Qualification. The Board shall appoint the Inspector of Election prior to the distribution of any election materials to voters. The Inspector of Election shall be a homeowner in good standing with the Association and may not be a Board member or a candidate for the Board, nor related to or living with a Board member or a candidate for the Board. The Inspector of Election may appoint and oversee one or more additional persons ("Inspector's Designees") to verify signatures, to open ballots and to count and tabulate votes provided that the Inspector's Designees may not be Board members or candidates, nor related to or living with a Board member or a candidate. The Inspector of Election is expressly authorized to appoint employees of the Association's management company as Inspector's Designees if the Inspector so wishes.

9.2.2 Indemnification. Absent gross negligence or willful misconduct on the part of the Inspector of Election or any Inspector Designee, the Association shall defend, indemnify and hold the Inspector and any Inspector Designee harmless from any and all claims, demands, damages, costs, liabilities and expenses arising out of their performance of their respective duties.

9.2.3 Duties. The Inspector of Election shall perform his/her duties impartially, in good faith, to the best of his/her ability and as expeditiously as is practical. The Inspector of Election shall have the following duties:

- Determine the number of homeowners entitled to vote and the voting power of each;
- Determine the authenticity, validity and effect of any proxies;
- Determine the designated location where ballots are to be received and held;
- Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
- Determine when the polls shall close;
- Count and tabulate all votes in such a way as to preserve their secrecy;
- Determine the result of the election; and
- Perform any acts as may be proper to conduct the election with fairness to all voters in accordance with this Article 9.

9.3 Candidates for the Board

9.3.1 Qualifications. A candidate for the Board shall be a resident of The Springs, i.e., one who lives in The Springs as his/her principal residence, and also shall be a homeowner or the spouse or cohabitant of a homeowner. In addition, a candidate for the Board at the time of his or her candidacy and election shall be in good standing with the Association, with no unpaid delinquencies or uncured violations. The Nominating Committee appointed by the Board shall be responsible for determining whether each person nominated is a qualified candidate.

9.3.2 Nominating Committee. The President of the Association shall appoint a committee to select qualified candidates for the Board at least sixty (60) days before the end of the voting period. The committee may consist of one (1) to three (3) persons, one of whom shall be a Board member who shall chair the committee.

9.3.3 Nominating Procedure. A person may be nominated in any of the following ways:

- A person may nominate himself or herself;
- A person may nominate another person or persons;
- The Nominating Committee may nominate one or more persons; or
- A person or persons may be nominated from the floor at the meeting at which the election is held.

Except for the last possibility stated above, all nominations must be in writing and delivered to the Association not less than fifteen (15) days prior to the date set for delivering ballots to the voters.

9.4 Voting Rights

9.4.1 Voting Power. The owners of each residence shall have one (1) vote per residence, except for the election of directors in which case the owners of each residence shall have one (1) vote for each vacant director position to be filled. If more than one person owns a single residence, the owners shall themselves decide which owner shall cast the single vote to which they are entitled. If one vote is cast on behalf of a single residence, it shall be conclusively presumed that the authorized owner cast the vote. If more than one vote is cast on behalf of a single residence, all votes so cast shall be disregarded.

9.4.2 No Cumulative Voting. Cumulative voting is not authorized in this Association.

9.4.3 Qualifications for Voting. Only homeowners in good standing with the Association are privileged to vote. "Good standing" means having no unpaid delinquencies or uncured violations.

9.4.4 Proxy. A "proxy" is the written authorization signed by a homeowner, or the authorized representative of a homeowner, that gives another homeowner the power to vote on behalf of the proxy giver. The homeowner to whom a proxy is given is called a "proxy holder". If the proxy giver directs the proxy holder in writing how to vote or otherwise restricts the proxy holder's authority to vote, the proxy giver's instructions shall be separate from and must not appear either on the proxy or on the ballot. The proxy giver's instructions shall not be given to the Inspector of Election but shall be retained by the proxy holder. A proxy is not voted but is given to the Secretary of the Association or the Inspector of Election in exchange for a blank secret ballot. A proxy must not be submitted with an already completed secret ballot.

9.4.5 Validity and Form of Proxy. A proxy is valid for 11 months from the date signed by a homeowner unless otherwise noted on the proxy. In any event, a proxy may not be valid for more than three (3) years from the date of signing. There is no required form of proxy. Any writing signed and dated by one homeowner authorizing another homeowner to vote on behalf of the signer is a valid form.

9.4.6 Quorum. A quorum shall be required only if so stated in the Governing Documents. If a quorum is required, each ballot received by the Inspector of Election prior to the end of the voting period shall be treated as a homeowner present at a meeting for purposes of establishing a quorum.

9.5 Equal Access, Etc.

9.5.1 Association Media. If the Association has a newsletter or website or other medium of communication and provides access thereto during an election campaign to any candidate or homeowner advocating a point of view, then the Association shall provide equal access to all candidates and homeowners advocating a point of view, including those not endorsed by the Board.

9.5.2 Restriction on Editing. If the Association has a medium or media of communication and provides equal access thereto as provided in Section 9.5.1 preceding, the Association shall not edit or redact any content from a candidate's or a homeowner's communication. The Association may include a statement specifying that the candidate or homeowner, and not the Association, is responsible for the content of the particular communication. The Association and its directors, officers and agents shall be immune from liability for the content of any such communication. The Association may require the person submitting a potentially defamatory or obscene communication to sign an indemnity and hold harmless agreement protecting the Association, its directors, officers and agents from any liability for the publication of such communication.

9.5.3 Meeting Space. The Association shall provide access to clubhouse meeting space during a campaign to all candidates and homeowners advocating a point of view, including those who are not incumbents and those who are not endorsed by the Board, provided that the meeting is reasonably related to the pending election. Access shall be provided at no cost to the homeowners sponsoring the meeting or those homeowners attending.

9.5.4 Funding Restrictions. Association funds shall not be used for campaign purposes in connection with any Board election nor in connection with any other Association election except to the extent necessary to comply with any duties of the Association imposed by law. "Campaign purposes" include, but are not limited to, the following:

- The express advocating of the election or defeat of any candidate on the Association's election ballot; and
- Within thirty (30) days of an election, the inclusion of a photograph or the prominent featuring of the name of any candidate on a communication from the Association or the Board, except for the ballot and any ballot materials provided that all candidates and issues are given equal prominence in such materials.

THE UNDERSIGNED, being all of the members of the Board of The Springs, hereby ratify and adopt the foregoing Association Rules as of the 6th day of October 2008.

Theodore M Koupal, President

Drake Van Camp, Vice President

John Adams, Chief Financial Officer

John Wiley, Secretary

Joyce Brown, Director

Record of Revisions made to the
Association Rules of The Springs Homeowners' Association:

Original dated March 19, 1985
First Revision dated February 20, 1966
Second Revision dated June 1, 1987
Third Revision dated April 10, 1989
Fourth Revision dated June 11, 1990
Fifth Revision dated March 9, 1992
Sixth Revision and Reissue dated June 7, 1993 (Page 10 Para 14; Page 13 Para VII)
Seventh Revision dated February 15, 1994 (Page 7 & 8 of 15)
Eighth Revision dated August 8, 1994 (Page 9 of 15 Para 4)
Ninth Revision dated July 10, 1995 (Page 3, 4, and 6 of 15)
Tenth Revision dated January 8, 1996 (Page 3 Para 4)
Eleventh Revision and Reissue dated May 13, 1996 (Page 3 Para 4 item a; Page 9 Para 4)
Twelfth Revision and Reissue dated November 19, 2001 (Full Restatement)
Thirteenth Revision and Reissue dated November 18, 2002 (Full Restatement)
Fourteenth Revision dated January 13, 2003 (Page 11 Article 6 Section 2)
Fifteenth Revision dated May 12, 2003 (Page 15 Section 8.7)
Sixteenth Revision dated July 11, 2003 (Page 11 Section 5.11.3)
Seventeenth Revision dated August 11, 2003 (Page 14 Article 7.8 and iii of the Contents)
Eighteenth Revision and Reissue dated November 3, 2003 (Full Restatement)
Nineteenth Revision and Reissue dated November 9, 2007 (Full Restatement)
Twentieth Revision and Reissue Dated October 6, 2008 (Full Restatement)
Twenty First Revision Dated January 12, 2009 (Pages 2 & 3, Section 1.1)
Twenty Second Revision Dated March 23, 2009 (Preface, Para 3)
Twenty Third Revision Dated June 15, 2009 (Page 5 Section 1.2.10)
Twenty Fourth Revision Dated October 13, 2009 (Pages 5 & 7, Sections 1.3.2 & 1.3.7; add Article 9)
Twenty Fifth Revision Dated December 20, 2010 (Pages 3 & 3A, Section 1.1.12 & page 12 Section 4.6)
Twenty Sixth Revision Dated August 29, 2012 (Page 15 Section 5.10.3)

8.6 Health and Welfare Violations. Any violation that threatens the health or safety of any other homeowner or is an imminent health hazard to any Lot may be dealt with immediately by the Board without notice. Reasonable attempts under the circumstances shall be made to contact the homeowner who is responsible for the violation.

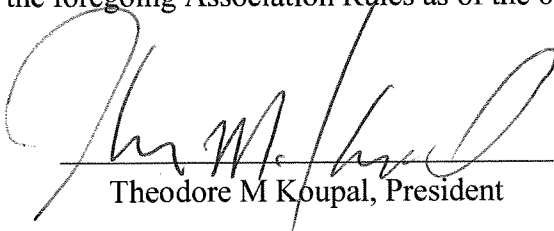
8.7 Willful Destruction of Property. If the Board determines that a homeowner has willfully, and with malice, harmed or destroyed any property of The Springs or of another homeowner, it may assess a fine in the amount of \$1,000.00, or the fair market value of the property harmed or destroyed, whichever is greater.

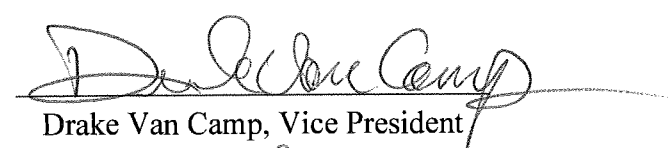
8.8 Tenants Agreement to Comply. Each homeowner shall furnish to his/her tenant a copy of the CC&Rs, the Bylaws, and these Association Rules. An agreement to comply therewith shall be included in any lease, and violation of that agreement made grounds for eviction. The homeowner shall submit to the Board a copy of the pages from the lease which include this agreement, and the tenant's signature.

8.9 Homeowner's Legal Liability. In addition to the above, each homeowner shall be legally liable for any consequential damages caused by a violation of any provision of the Governing Documents of The Springs by the homeowner or by his/her family members or guests (including tenants). If The Springs institutes any legal proceeding (whether or not a lawsuit is filed) regarding a violation, including but not limited to a proceeding for collection of an assessed fine, the violating homeowner shall be liable to The Springs for all costs of that proceeding, including reasonable attorneys' fees and court costs.

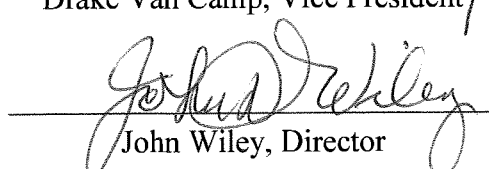
8.10 Dues and Assessments. Monthly assessments for both The Springs and for The Camarillo Springs Common Area Association are due and payable to The Springs on the first day of each month. A late charge will be assessed on such assessments that are not paid within fifteen (15) days of the due date. The charge will be ten dollars (\$10.00) or ten percent (10%) of the monthly assessment whichever is greater. Assessments that are delinquent thirty (30) days are subject to an interest charge of twelve percent (12%) per year starting as of the due date.

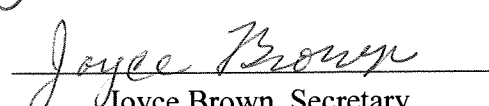
THE UNDERSIGNED, being all of the members of the Board of The Springs, hereby ratify and adopt the foregoing Association Rules as of the 6th day of October 2008.


Theodore M Koupal, President


Drake Van Camp, Vice President


John Adams, Chief Financial Officer


John Wiley, Director


Joyce Brown, Secretary