The Sea Ranch

Rules

As Revised by the Board of Directors
on April 23, 2016
(adding new rules 3.2.04 and 4.5)
and on August 27, 2016
(amending Rule 4.2.06)
and on October 22, 2016
(amending Rule 3.1)
and on December 10, 2016
(amending Rule 2.1)
and on August 25, 2018
(adding new Rule 6.6 together with related amendments to existing Rule 2.2 Suspension of Member Privileges, Rule 2.3.02(b) and “ATTACHMENT C”, and Rule 3.1.02 Suspension of Facilities Pass Privileges)
and on February 22, 2020
(amending Rule 3.2, repealing Rule 7.4 and subsuming former Rule 3.2.04 into existing rule 6.6.04)
Contents

Rule 1 Management

1.1 Procedural Guidelines for Election of Directors
   (Resolution 91)
1.2 Guidelines for Election of Directors
   (Resolution 254)
1.3 Garage/Yard Sales
   (Former Rule 13)

Rule 2 General Administration

2.1 Assessment Collection Policy
2.2 Suspension of Member Privileges
   (Former Rule 10)
2.3 Policy and Procedures for Enforcement of Governing Documents
   (Resolution 320)
2.4 Policy for Use of Sea Ranch Mailing List
   (Resolution 261)

Rule 3 Recreation

3.1 Use of Sea Ranch Facilities
   (Former Rule 2)
3.2 Use of Meeting and Recreational Facilities
   (Former Rule 8)
3.3 Policy: Boat Launch Access Trail – Unit 24
   (Former Rule 11)

Rule 4 Government Liaison

4.1 Guideline for Board of Directors Action Upon Lot-Split Proposals
   (Resolution 157)
4.2 Lot Consolidation Policy and Procedure
4.3 Temporary Incursions Onto The Sea Ranch Commons
   (Resolution 270)
4.4 Procedure for Considering Requests for Variances from the Standards for Building Bulk Limit, Building or Vegetation Height Limit, and Setback Requirements
   (Resolution 15)
4.5 Parcel Conformance Review
   (Resolution 424; effective January 1, 2017)

Rule 5 Community Development

5.1 Fire Safety
   (Former Rule 1)
5.2 Policy and Procedures for Fuels Management Program Appeals for Private Lots

Rule 6 Security

6.1 Traffic Regulation and Control
   (Former Rule 3)
6.2 Trapping and Shooting Prohibited
   (Former Rule 4)
6.3 Pet Dogs
   (Former Rule 6)
6.4 Home Office on Private Areas
   (Resolution 148)
6.5 Trespass Policy
   (Resolution 249)
6.6 Nuisance Prevention, Abatement, and Penalties (including former Rule 3.2.04, Resolution 423)

Rule 7 Facilities and Resources

7.1 Maintenance of Driveways Across Commons
7.2 The Sea Ranch Airstrip
   (Former Rule 5)
7.3 Central Timber Production Zone/TPZ
   (Former Rule 12)
7.4 Repealed February 22, 2020
7.5 Policy on Use of Commons

Rule 8 Utilities

8.1 Use of Common Area for Septic Systems
   (Former Rule 7)
8.2 Establishing Rules Regulating Owners’ Use of Common Area for Subsurface Sewage Disposal
   (Resolution 106)
Rule 1.1 Procedural Guidelines for Election of Directors

Resolution 91

The Election Committee and Community Manager shall organize the annual election of directors:

1.1.01 To occur in a period of no more than ninety days from the deadline for filing statements of candidacy to the date of the annual meeting; and

1.1.02 To include at least one candidates’ briefing meeting, a first and second candidates’ statement mailed to the Membership, the second statement to be mailed with the ballots, and at least one candidates' forum type meeting open to the Membership.

Directors shall refrain from endorsing candidates in any format sponsored by the Association, including but not limited to, any publication, event, or meeting.
Rule 1.2 Guidelines for Election of Directors

Resolution 254

The Election Committee and Community Manager shall administer election campaigns and elections pursuant to Association procedures to insure that:

1.2.01 To the extent that candidates and Members are provided access to Association media, newsletters, or the Association Internet Web site for communication to Members during a campaign, equal access shall be provided to all candidates and Members. The Association may not edit or redact the content of a candidate’s or a Member’s communications, but may limit their length.

1.2.02 During the campaign period, candidates and Members are provided equal access to meeting space for purposes reasonably related to the election, at no cost, to the extent that such space is available.

1.2.03 In accordance with Association Bylaws section 3.02, any Member in good standing is eligible to stand for election to the Board of Directors and that any such Member in good standing may nominate himself or herself to stand for election.

1.2.04 All Members upon satisfactory proof of Membership shall be qualified to vote and to exercise their voting right in person or by proxy in accordance with Association Bylaws section 2.03.

And that:

1.2.05 On the date of the Association annual meeting, as specified in the Bylaws, the election polls shall be open from 10:00 a.m. to 12:00 noon.

1.2.06 For each election cycle the Board of Directors shall appoint an inspector of elections who shall be instructed to carry out the election in accordance with the requirements of the Davis-Stirling Common Interest Development Act.
Rule 1.3 Garage/Yard Sales

Garage/yard sales are permitted on the following limited basis only:

1.3.01 Limit of Sales During the period of ownership, the Owner(s) of a developed lot, or a long-term lessee, shall conduct no more than one (1) sale (lasting no more than two (2) successive days) except that an additional sale can occur under circumstances of forced move, sale of the lot, or death of the Owner or long-term lessee.

1.3.02 Hours of Sale The hours of the sales shall be limited to the 10:00 a.m. to 3:00 p.m. time period.

1.3.03 Advertising the Sale No signs, decorations, or symbols shall be displayed on the lot, any other private lot, or on the Common area. Printed advertisement shall be limited to Sea Ranch bulletin boards and Member e-mail, and shall identify the sale location only by the street address.

1.3.04 Register the Sale at The Sea Ranch Association Offices At least fifteen (15) Association business days (Tuesday – Saturday) before the intended sale, the Owner or long-term lessee who intends to conduct the sale shall register the sale in the offices of the Association on a form that declares, among other things, that the resident neighbors on developed lots within 500 feet of the subject lot have been notified of the sale in writing and that one side of the road will be “coned” to avoid traffic blockage.
Rule 2.1 Assessment Collection Policy

The Board of Directors has adopted this policy for the collection of delinquent assessments, both regular and special, enforcing lien rights, and other legal remedies as provided for in California Civil Code Sections 5310(7) and 5650 through 5740. At The Sea Ranch there are over 2,200 properties, many owned by nonresident Owners. Prompt payment of assessments by every Owner is critical to the Association’s ability to provide necessary services, and prompt collection of assessments is among the Board’s most important fiduciary responsibilities. This Collection Policy is intended to insure the timely payment of assessments for the benefit of all Members of the Association.

The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney’s fees, late charges, and interest. The Association shall comply with requirements of the Davis-Stirling Act, California Civil Code Section 4000, et seq., when collecting delinquent assessments. The Owner is responsible for all costs as identified above, except in case of error requiring termination or re-initiation of a collection process.

Policy:

2.1.01 It is the Owner’s responsibility to pay each assessment in full regardless of whether a statement is received. Owners may inquire about their assessment account balance by calling 707-785-2444 during business hours Tuesday through Friday.

2.1.02 Monthly assessments are due on the 1st day of each month and are delinquent if not received by 5:00 PM on the last day of the month. Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within thirty (30) days after it is due. A late charge of ten dollars ($10.00) or ten percent (10%) of one month’s current assessment, whichever is greater, shall be charged for any delinquent assessment.

2.1.03 All payments received by the Association, regardless of the amount paid, will be applied to the oldest assessment balances first until such time as all assessment balances are paid, and then to late charges, interest and costs of collection, unless an alternate agreement is entered into between the Association and the Owner(s).

2.1.04 IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

2.1.05 THIRTY (30) DAYS PAST DUE: Accounts that are thirty (30) days past due shall be sent a courtesy statement and interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of seven percent (7%) per annum or other such percentage rate as prescribed by law.

2.1.06 SIXTY (60) DAYS PAST DUE: If any portion of any such assessment, late charge, interest or cost of collection remains unpaid sixty (60) days after the original due date thereof and a mutually accepted payment agreement has not been established, a “Letter of Intent” to file a Notice of Delinquent Assessment will be prepared and sent to the record Owner(s) by both certified and regular mail at the last mailing address provided to the Association. If the delinquent record Owner(s) has provided a written notice of a secondary address, all notices shall be sent to that address, also. Such “Letter of Intent” will include an itemized statement of the charges owed, including but not limited to, assessments, the fees and reasonable costs of collection, reasonable attorney’s fees, any late charges, and interest. Please be advised that the Association has the right to collect all reasonable costs of collection. Also, a notice that the Owner is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association’s Internal Dispute Resolution (meet and confer program) will be included.

2.1.07 NINETY (90) DAYS PAST DUE: LIEN; COLLECTION AGENT: If payment of the entire balance due is not received within the ninety (90) days, the Association may without further advance notice turn the account over to an attorney, a foreclosure service or other collection service provider (“Collection Agent”), or may handle the collection itself. A lien will be prepared and recorded as to the delinquent property and the owner(s) thereof. The decision to record a lien may be made only by the Board of Directors, approved by a majority vote in an open meeting. The Board shall record the vote in the minutes of that meeting, referring to the property by parcel number, and not name of the Owner. Likewise, the decision to file in small claims court shall be made only by the Board of Directors.

a. If the delinquent account is turned over to a Collection Agent, the Owner shall be notified by first-class mail and all further communications and/or payments must be made directly to that Collection Agent. Delays and additional charges may be incurred if payments are directed elsewhere. This requirement will continue until the entire balance due has been received by the Collection Agent. If the account has not been
If all sums secured by the lien are not paid in full within twelve (12) months of the original delinquency, or if the amount of delinquent regular or special assessments reaches one thousand eight hundred dollars ($1,800.00) or other such total as prescribed by law, not including any accelerated assessments, collection costs, attorney’s fees, late charges, or interest, the Board may make the decision to foreclose the lien. All resulting collection fees and costs will be added to the total delinquent amount. At some point in time prior to foreclosure, the Board shall offer the Owner(s) and, if so requested by the Owner(s), shall participate in Association’s Internal Dispute Resolution (meet and confer program) or Alternative Dispute Resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the Owner(s), except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

After a lien is recorded and delinquent assessments (a) amount to one thousand eight hundred dollars or greater or other such total as prescribed by law, not including any accelerated assessments, collection costs, attorney’s fees, late charges, or interest, or (b) assessments secured by a lien are more than 12 months delinquent, the Association may utilize non-judicial foreclosure as its primary collection method. However, the Association may, in its sole discretion, proceed to take any and all enforcement remedies including, without limitation, non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s). Moreover, Owners and former Owners remain personally liable for delinquent assessments and deficiency balances that accrue during their ownership of the property, and the Association may proceed against those individuals by any method legally available.

The decision to initiate foreclosure shall be made only by the Board of Directors, by majority approval, and while the discussion may be held in executive session, the decision shall be recorded in the minutes of the open meeting by parcel number only. A Board vote to approve foreclosure of a lien must take place at least thirty (30) days prior to any public sale.

If the Board votes to foreclose, the Board or its Agent shall provide notice of its decision by personal service to the Owner(s) who occupies the separate residence or to the Owner’s legal representative. If the Owner(s) does not occupy the separate interest, said notice will be sent by first-class mail to the most current address provided to the Association. In the absence of written notification by the Owner(s) to the Association, the address of the Owner’s separate interest may be treated as the Owner’s mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

A non-judicial foreclosure by the Association shall be subject to the Owner’s right to redeem the property up to ninety (90) days after the sale. The Association shall charge a “returned check charge” of twenty dollars ($20.00) plus applicable bank fees for all checks or Electronic Fund Deposits returned as “non-negotiable”, “insufficient funds” or any other reason. If the account has been turned over to the Association’s Agent for collection and the check is returned, the account will also be assessed administrative fees per the Agent’s fee schedule.

If Owner(s) have a question or concern about their account, the Association will do its best to answer the question or resolve the concern. However if Owner(s) dispute the account balance or offer a payment plan to pay delinquent assessments, they must do so in writing.

All amounts due must be paid in full as a condition to curing and releasing a recorded lien and other documents of foreclosure. Arrangements for a payment plan must be made with the Association’s Agent assigned to collection of the account or, if there is no Agent, in writing with the Board-appointed staff responsible for the collection of assessments in accordance with the written payment plan requirements included in paragraph 2.1.17 of this section.

When a payment is made, the Owner may request a receipt and the Association will provide a receipt indicating the date and amount of payment and the person who received it.

PAYMENT PLAN:

a. A payment plan request must be initiated by an affected Owner. The request must be in writing...
and addressed to the Director of Financial Services of The Sea Ranch Association. The approved request must meet all of the criteria described in the Payment Plan Policy, and must be signed by both the Owner and the Community Manager or the Manager’s designee.

b. The monthly payment plan must include at least the current assessment or charge due plus a sufficient payment against delinquent amounts so as to clear the delinquency within 12 months. Additional late fees will not accrue during the payment plan period so long as the Owner remains in compliance with the terms of the plan. Interest on delinquent amounts will be charged on remaining balances due at the allowable rate.

c. An account will be returned to good standing when all past due charges including interest, late fees and collection fees have been paid in full.

d. Payment plans will not impede the Association’s ability to record a lien on the Owner’s separate interest to secure payment of delinquent assessments. Default on a formally signed and accepted plan may result in TSRA taking the next action prescribed by the Assessment Collection Policy without any further notice to the Owner. A payment must be received during each calendar month until the account is paid in full. Any missed installment will result in forfeiture of protections under the payment plan.

e. The Sea Ranch Association management may amend these standards at their discretion on a case-by-case basis if, in their judgment, it is warranted by an individual situation. The affected Owner will be advised in the event the standards are changed.

f. In accordance with the Association’s Alternative Dispute Resolution Policy, Owners who dispute amounts due may request a meeting with the Board of Directors in Executive Session, if the Owner submits a written request to do so within 15 days of the date of the postmark on the delinquency notice from the Association. If no regular Board meeting is scheduled within 45 days of the Owner’s request for a meeting with the Board, the Board may designate a committee of one or more directors to meet with the Owner.

2.1.18 The delivery address for overnight payment of assessments by carriers other than the US Postal Service is The Sea Ranch Association, 975 Annapolis Road, The Sea Ranch, California 95497.

2.1.19 An Owner of the separate interest has the right to inspect the Association’s financial books and records to verify the delinquency, per laws related to inspection of HOA records.

2.1.20 The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.
Rule 2.2 Suspension of Member Privileges

Owners who are in default in the payment of their assessments or who violate Rule 3.1.01 or Rule 6.6 may have their privileges suspended. When such action is taken the Owner or the Owner’s family, guests, tenants and lessees may not use Association Facilities for the duration of the suspension.

For the purpose of this rule, “an Owner in default” is defined as a person or persons holding a beneficial interest in a lot who has failed to pay any assessment or installment thereof prior to the due date and who has been sent written notice from the Association of the delinquency.

Owners' privileges may be suspended or terminated as provided in the Restrictions, the Bylaws, and The Sea Ranch Rules only in accordance with the requirements of this section.

2.2.01 Investigation of Complaint Upon receipt of a written complaint or other information (the “Complaint”) that an Owner is violating or has violated a requirement or Rule that could result in the suspension of Facilities privileges, the Community Manager shall determine whether the Complaint warrants further action (the “Initial Determination”). The Community Manager in his discretion may conduct such investigation as is necessary or appropriate to make the Initial Determination. If the Community Manager makes an Initial Determination that the Complaint is not reliable, then he or she shall take no further action thereon.

If the Community Manager makes an Initial Determination that the Complaint warrants further action, then the Community Manager shall proceed as set forth in Section 2.2.02 to 2.2.04 hereof.

2.2.02 Written Notice to Owner The Community Manager shall provide the Owner against whom the Complaint exists at least twenty (20) days prior written Notice of the Association’s intent to suspend or terminate the Owner’s privileges, and the reasons therefore (the “Notice”). Notice shall be made by any method reasonably calculated to provide actual Notice. If Notice is made by mail, it shall be by first-class or registered mail sent to Owner’s address as shown on the Association’s records.

2.2.03 Owner’s Right to Hearing The Notice must provide the Owner an opportunity to be heard either orally or in writing not less than ten (10) days before the effective date of the suspension or termination of privileges by the Community Manager. The Notice should identify any witnesses whose written or oral testimony will be considered, and identify and provide for access to any documents that will be considered. The Community Manager shall keep a record of evidence presented in support of and in opposition to the alleged violation. After consideration of all the evidence presented and of record, the Community Manager shall decide whether to suspend the Owner’s privileges.

2.2.04 Appeal of Owner An Owner whose privileges are suspended may appeal the Community Manager’s decision to a committee of three members of The Sea Ranch Association Board of Directors who shall be appointed by the Board to consider the appeal. The committee in its discretion may review and decide the appeal on the record developed in the written or oral hearing before the Community Manager, or grant the Owner a hearing to consider the record and any additional evidence not considered by the Community Manager.

2.2.05 Challenge of Suspension or Termination Any judicial action challenging the suspension or termination of privileges, including any claim alleging defective Notice must be brought within one year after the suspension or termination.
Rule 2.3 Policy and Procedures for Enforcement of Governing Documents

Resolution 320

2.3.01 Preamble and Policy

This is a guide to Members of The Sea Ranch Association (“TSRA”) concerning how compliance with the community standards embodied in TSRA’s Governing Documents is encouraged and enforced at The Sea Ranch. The steps set forth in this guide may be initiated by Members to bring a complaint against TSRA or other Members, and by TSRA to bring a complaint against a Member.

The Sea Ranch vision of being a community of persons living lightly on the land is articulated in the opening declaration of The Sea Ranch Restrictions (the “Restrictions”):

It must be assumed that all Owners of property within The Sea Ranch, by virtue of their purchase of such property, are motivated by the character of the natural environment in which their property is located, and accepted, for and among themselves, the principle that the development and use of The Sea Ranch must preserve that character for its present and future enjoyment by other Owners.

The objectives of The Sea Ranch development set out in the opening declaration of the Restrictions include ensuring “full enjoyment of the historical traditions and the natural advantages of the area,” encouraging “controlled diverse individual expression within the environment,” and “fostering a beneficial land use which retains the unique beauty of the land and creates an atmosphere enriching the spirit of its participants.”

The Governing Documents are The Sea Ranch Restrictions, The Sea Ranch Rules, The Sea Ranch Design Manual and Rules, and TSRA Bylaws and Articles of Incorporation. Copies of those documents are available for Members at TSRA office. Among the applicable state laws are the Davis-Stirling Common Interest Development Act, California Civil Code Section 4000 et seq., and the Nonprofit Mutual Benefit Corporation Law, California Corporations Code Section 7110 et seq.

Compliance with the Governing Documents is a responsibility of each Member at The Sea Ranch. Each Member at The Sea Ranch is also responsible for violations of the Governing Documents by his or her licensees, including contractors, guests or renters occupying or using the property.

2.3.02 Classification of Violations

The following guidelines provide for the proper identification, reporting, verification and resolution of violations of the Governing Documents. This policy delineates two classes of violations. One class of violations are those of property development, or environmental protection, rules and restrictions [generally encompassed within The Sea Ranch Design Manual and Rules and the Restrictions section 3.03]. Such violations normally require a more extensive resolution process. A second class is differentiated by the need and ability to address the violation promptly due to a safety or privacy risk [generally encompassed within The Sea Ranch Rules]. Any Member who is alleged to have committed any such violation retains the opportunity to pursue resolution using the processes described in 2.3.03 herein.

Related fees and monetary penalties (fines) for these different classes of violations are identified in Attachment C herein.

2.3.02(a) Violations of The Sea Ranch Design Manual and Rules and Restrictions section 3.03.

Violations of The Sea Ranch Design Manual and Rules and/or the Restrictions section 3.03 shall be resolved by bringing the violation into compliance through the approval process noted below, that the subject of the violation be removed from the property, or that another mitigation approved by TSRA is completed in a timely manner. Refer to Attachment C - section 2.3.02(a), numbers 1-4 for identification of such violations.

2.3.02(b) Violations of The Sea Ranch Rules 4.3, 5.1, 6.1, 6.3, 6.5, 6.6 and Restrictions section 3.02(e).

The Association’s Safety and Security Services Department enforces violations involving increased risk in safety and security, impacts to personal privacy, and noxious or offensive activities, as provided for in section 9.02 of the Restrictions. Refer to Attachment C - section 2.3.02(b), numbers 5-9 for identification of such violations.

2.3.03 Enforcement Procedures

2.3.03(a) Report or Referral of Complaint; Initial Staff Efforts to Resolve

(a1) To report an alleged violation, use of the complaint form (Attachment B) available at TSRA office, or TSRA’s website, is
recommended, but not required. Once an alleged violation is reported to or observed by a TSRA employee, the appropriate TSRA Department ("Department") shall be responsible for informing the alleged violator of the complaint and investigating the matter.

(a2) If the investigating Department finds that a violation appears to exist, it shall notify the Member in writing of the alleged violation and make a reasonable effort to obtain voluntary compliance. If the investigating Department determines that a fee should be levied against a Member pursuant to the Schedule of General TSRA Enforcement Fees ("Fee Schedule"), as set forth in Attachment C, the Member may:
(i) agree to accept the imposition of the fee,
(ii) request that the investigating Department refer the matter to the Community Manager, or
(iii) pay the fee under protest as described in 2.3.04.

(a3) The investigating Department shall promptly refer the matter, in writing when possible, to the Community Manager at the Member’s request or if it is unable to resolve the alleged violation. In its referral, the investigating Department will describe the alleged violation and the efforts to resolve it.

(a4) If an alleged violation requires immediate attention because it threatens the health, safety or welfare of TSRA, its Members, or invitees, any TSRA Department may take prompt remedial action before, during or after investigating the matter, as appropriate. Situations typically calling for such action are set forth in Attachment C - section 2.3.02(b), numbers 5-10.

2.3.03(b) Community Manager Review and Action

Upon receipt of the written referral from the investigating Department pursuant to section 2.3.03(a3) hereof, the Community Manager shall promptly review the matter and, if the Community Manager finds that a violation appears to exist, make a reasonable effort to contact the alleged violator and to resolve the matter informally. If the alleged violation is not resolved informally in a reasonable time:

(b1) The Community Manager or the Member may request that TSRA and the Member engage in a dispute resolution process pursuant to section 2.3.03(c) hereof (Civil Code section 5900 and following).

(b2) If an alleged violation remains unresolved (with or without recourse to the procedure set forth in section 2.3.03(c) hereof), the Community Manager shall refer the matter in writing to the Board of Directors ("Board"), describing the alleged violation and the efforts to resolve it, and providing a copy of that referral to the alleged violator by personal delivery or first-class mail (with signature confirmation of delivery).

The Community Manager may engage legal counsel in the consideration and evaluation of the alleged violation.

2.3.03(c) Dispute Resolution Procedures
(Civil Code section 5900 et seq.)

Except for disputes over Design Committee decisions, the appeal of which are subject to a separate procedure adopted pursuant to the requirements of Civil Code section 5915, in a dispute between a Member or Members and TSRA, either party may invoke the following procedure:

(c1) Either TSRA or the Member may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing and describe the nature of the dispute.

(c2) A Member may refuse a request by TSRA to meet and confer. TSRA may not refuse a request by a Member to meet and confer if the Member’s written request describes the nature of the dispute.

(c3) Within fifteen days of TSRA’s receipt of a meet and confer request that complies with section 2.3.03(c1) hereof, the Board of Directors shall designate at least one member of the Board to meet and confer with the Member.

(c4) The Member, the designated Board member(s) and the Community Manager or other staff person shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

(c5) A resolution or proposed resolution of the dispute shall be memorialized in writing and signed by the parties, including the Board designee on behalf of TSRA.

(c6) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
(1) The agreement is not in conflict with law or the Governing Documents of TSRA, and
(2) The agreement is either consistent with the
authority granted by the Board of Directors
to its designees or the proposed agreement
is subsequently agreed to by the Board of
Directors.

(c7) A Member may not be charged a fee to
participate in this process.

2.3.03(d) Board of Directors Review and
Return or Action

Upon receipt of a written referral from the Community
Manager pursuant to section 2.3.03(b2) hereof, and
after completion of Dispute Resolution Procedures
pursuant to section 2.3.03(c) hereof, regarding an
alleged violation that is unresolved, the Board of
Directors in its discretion may resort to any remedy,
or combination of remedies, available to it under the
Governing Documents or applicable law including:
(i) directing the Community Manager to enter upon
any private or project area to take an enforcement
or remedial action pursuant to The Sea Ranch
Restrictions, subsection 5.05(a); (ii) returning the
matter to the Community Manager for further efforts to
resolve it; (iii) terminating the enforcement process as
to the alleged violation; (iv) authorizing the Community
Manager to serve upon the alleged violator a request
for alternative dispute resolution (“ADR”) pursuant to
California Civil Code subsection 5935; (v) scheduling the
matter for a meeting of the Board or a committee of Board members (“Committee”);
California Corporations Code section 7212 to consider
or impose discipline (including monetary penalty (fine))
against the alleged violator pursuant to California Civil
Code subsections 5850-5865, and/or requesting the
Member to engage in the dispute resolution procedure
set forth in section 2.3.03(c) hereof.

(d1) Entry upon Area to Take Enforcement Action
The Board may direct the Community Manager
“to enter upon any private area or project area
for the purpose of enforcing any and all of the
provisions” specified in subsection 5.05(a) of The Sea Ranch
Restrictions “or for the purpose of maintaining and repairing any such area” if the
Member “fails to maintain and repair as required”
(The Sea Ranch Restrictions, subsection 5.05(a),
and relevant sections cross-referenced therein).

(d2) Return If the Board returns the matter to the
Community Manager for further efforts at
resolving it, the Community Manager, after
making such efforts, may refer the matter back to
the Board or take other actions authorized by the
Board.

(d3) Termination If the Board terminates the
enforcement process, it shall instruct the
Community Manager to so notify the Member in writing.

2.3.03(e) Alternative Dispute Resolution (“ADR”)

If the Board so authorizes, the Community Manager
may take action pursuant to California Civil Code
section 5975 and either serve on the alleged violator a
written Request for Resolution, pursuant to California
Civil Code subsection 5935, calling for either binding
or nonbinding ADR, or initiate a civil action. It is
expected that ADR typically will be pursued against
alleged violations relating to matters within the
jurisdiction of the Design Committee (see, e.g., The Sea
Ranch Restrictions, section 3.02). Refer to Attachment
D for Civil Code sections 5925 - 5965, Alternative
Dispute Resolution.

If compliance remains unresolved after the above
request for resolution process has been pursued, the
Community Manager, with Board authorization, may
file a civil action to enforce the Governing Documents,
pursuant to section 5975 of the California Civil Code.
In such a civil action, the California Civil Code
provides that “the prevailing party shall be awarded
reasonable attorney’s fees and costs” (subsection
5975(c)).

2.3.03(f) Board Imposed Discipline

If the Board, pursuant to California Civil Code
subsection 5855, schedules a meeting of the Board
or a Committee of Board members to consider or
impose discipline, it shall notify the alleged violator in
writing, by either personal delivery or first-class mail
(with signature confirmation of delivery), at least 15
days prior to the meeting. If a monetary penalty (fine)
is imposed, it shall be in accordance with a schedule
previously adopted and distributed to each TSRA
Member by personal delivery or first-class mail.

2.3.04 Reservation of Other Rights and Remedies

Nothing in the enforcement policy and procedure shall
be deemed to limit any other rights and remedies that
the Board or a Member of TSRA may have under
TSRA Governing Documents or applicable law.

Pursuant to Civil Code Section 5658, if there is a
dispute between a Member and TSRA regarding an
assessment, fee or monetary penalty (fine) levied, the
Member may pay the disputed amount under protest
and then commence a small claims court action,
provided that the disputed amount does not exceed the
jurisdictional limit of the court.
ATTACHMENT "A"
FLOW CHART OF TSRA ENFORCEMENT PROCEDURES
(For illustrative purposes only; text of Rule 2.3 controls. As per Section 2.3.04 Board and Members reserve rights and remedies.)

TSRA staff member or Member reports alleged violation to TSRA. Investigating Department (Dept.) informs alleged violator, conducts investigation and seeks voluntary compliance. Section 2.3.03 (a)

Dept. deems allegation invalid  
Member removes or mitigates violation to satisfaction of Dept.  
Member or Dept. requests review by Community Manager (CM)

Violation Resolved

CM reviews. Section 2.3.03(b)

CM deems allegation invalid  
CM meets with Member to seek voluntary compliance  
Member or CM requests Dispute Resolution Process including Meet and Confer. Section 2.3.03(c)

Violation Resolved  
Violation not Resolved

BOD reviews. Section 2.3.03(d)

BOD deems allegation invalid  
BOD authorizes CM to take additional action  
BOD authorizes CM to request Alternative Dispute Resolution (ADR). Section 2.03.03(e)  
BOD schedules meeting to consider discipline and fines. Section 2.3.03(f)

Violation Resolved

ADR proceeds per Attachment D  
Meeting proceeds per Civil Code Sections 5850-5865

Violation not Resolved

Civil Action per Civil Code Section 5975 or applicable laws
Schedule of General TSRA Enforcement Fees

2.3.02 (a) Violations of The Sea Ranch Design Manual and Rules, Restrictions section 3.03 and The Sea Ranch Construction Performance Permit

1. Failure to complete final inspection or other work, commencing 60 days after prescribed one-year period [CC&R Article 3.03 (i), (j), (k), (l)]. Member in violation proceeds through enforcement procedures detailed in 2.3.03 herein and is subject to associated fees and possible monetary penalties (fines) identified in the tables below. Fees for inspections/actions continue until work is complete. Fees are deducted from construction compliance deposit(s), or if no deposit or insufficient deposit remaining, billed to Member. Members are to refer to their Construction Performance Permit for specific requirements for construction activity.

2. Changes in construction from approved plans without prior approval [CC&R 3.03 (k)] and Construction, Reconstruction, Refinishing, Alteration, or any Improvement without prior approval [CC&R 3.03 (a)]. Member in violation proceeds through enforcement procedures detailed in 2.3.03 herein and is subject to associated inspection fees and possible monetary penalties (fines) identified in the tables below. An initial fee is assessed when the unapproved change or improvement is discovered. Fees for subsequent inspections/actions continue until the unapproved change or improvement has been removed, or until approval has been granted for the change or improvement. Fees are deducted from construction compliance deposit(s), or if no deposit or insufficient deposit remaining, billed to Member. Members are to refer to their Construction Performance Permit for specific requirements for construction activity.

3. TSRA Construction Performance Permit and Deposit Agreement Violations [Design Manual and Rules – section 4.11 & 4.15]. Member in violation proceeds through enforcement procedures detailed in 2.3.03 herein and is subject to associated fees and monetary penalties (fines) identified in the tables below. An initial fee is assessed when the violation is discovered. Fees for subsequent inspections/actions continue until the violation has been removed or non-compliant activity has ceased. Fees are deducted from construction compliance deposit(s), or if no deposit or insufficient deposit remaining, billed to Member. Members are to refer to their Construction Performance Permit for specific requirements for construction activity.

4. Vegetation – (Design Manual and Rules – sections 7.4 and 9.0). In all cases of vegetation issues, a notification and request for voluntary compliance will be sent to the responsible Member. If the situation is not resolved in a timely fashion as determined by Design, Compliance and Environmental Management, the following schedule shall apply:

a. Planting – (Design Manual and Rules – section 9.1). Member in violation proceeds through enforcement procedures detailed in 2.3.03 herein and is subject to associated fees and possible monetary penalties identified in the tables below. An initial fee is assessed when the unapproved planting is discovered. Fees for subsequent inspections/actions will continue until the unapproved planting has been removed, or until approval has been granted for the planting.
b. **Planting Heights** (*Design Manual and Rules* – section 9.5.4). Member in violation proceeds through enforcement procedures detailed in 2.3.03 herein and is subject to associated inspection fees and possible monetary penalties identified in the tables below. If the vegetation is not brought into compliance within 90 calendar days of the written notice referenced above, or within the timeframes set forth in a completion schedule acceptable to TSRA, then fees for subsequent inspections/actions will continue until the vegetation is trimmed to meet height limit or, with approval, removed entirely.

c. **Stumps, Logs, Trees, or Other Planting Removal** (*Design Manual and Rules* – sections 7.4.1, 7.4.3, and 7.4.4). Member in violation proceeds through enforcement procedures detailed in 2.3.03 herein and is subject to associated fees and possible monetary penalties (fines) identified in the tables below. An initial fee is assessed when the removal of stumps, logs, trees, or other planting is discovered. Fees for subsequent inspections/actions will continue until the violation has been resolved through replanting or other approved mitigation.

*If the final calendar day of a time frame falls on a day that the Association offices are closed for business, the time frame shall automatically be extended to the next calendar day on which the Association offices are open for business.*

2.3.02 (b) Violations of *The Sea Ranch Rules* 4.3, 5.1, 6.1, 6.3, 6.5, 6.6, and *Restrictions* section 3.02(e)**

5. **False Home Alarms.** Homeowners having three or more false home alarms in a 12-month period.
   - First and second occurrences: Written warning
   - Third occurrence: $50
   - Fourth occurrence: $75
   - Subsequent occurrences: $100

6. **Illegal Parking.** Cars parked on TSRA roads without a current TSRA parking sticker/hangtag or in violation with Rule 6.1.06(a).
   - First offense: Written warning
   - Subsequent offenses: $100

7. **Traffic Violations.** Traffic violations include, but are not limited to, speeding, failure to stop at stop signs, driving without a license, and driving an unregistered vehicle.
   - First offense: Written warning
   - Subsequent offenses: $100

8. **Noxious or Offensive Activity per Rule 6.6** (including but not limited to noise, drone, smoking, night light, and dog violations). When noxious or offensive activity or a Nuisance is reported or observed.
   - First offense: Written warning
   - Second offense: $100
   - Subsequent offenses: $500
   A third finding of a noxious or offensive activity or a Nuisance, at the same property or by the same Responsible Owner, shall also subject the Responsible Owner including their guests, tenants, and lessees to a suspension of facilities privileges per Rules 2.2. and 3.1.02.

9. **Loose Dogs.** Dogs found loose will be held in TSRA kennel pending Owners’ retrieval and payment of a fee. Additional daily boarding fees may be applicable.

   **For items 6 through 8 above, a violation is counted as a “second” or “subsequent offense” if it occurs within 18 months of the prior violation (or within 36 months for illegal parking, item 6). The fees set forth in this Attachment C are separate from and in addition to any Special Assessment or Monetary Penalty that may also be imposed per the Restrictions or these Rules.**
### Fee Schedule

(These fees are assessed per action/inspection and subject to discretion by TSRA Community Manager and may be waived.)

<table>
<thead>
<tr>
<th>Violation Number</th>
<th>Violation Description</th>
<th>Fee or Action at First Discovery</th>
<th>Staff Facilitation 2.3.03(a)</th>
<th>Community Manager/Design Committee Facilitation 2.3.03(b)</th>
<th>Board of Directors/Legal Counsel Facilitation 2.3.03(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Failure to Complete Final Inspection (beyond 14 months)</td>
<td>Not Applicable</td>
<td>$180</td>
<td>$500</td>
<td>$1000</td>
</tr>
<tr>
<td>2</td>
<td>Construction, Changes, or Improvements without approval</td>
<td>$180</td>
<td>$180</td>
<td>$500</td>
<td>$1000</td>
</tr>
<tr>
<td>3</td>
<td>TSRA Construction Performance Permit</td>
<td>$180</td>
<td>$180</td>
<td>$500</td>
<td>$1000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violation Number</th>
<th>Violation Description</th>
<th>Fee or Action at First Discovery</th>
<th>Subsequent Inspections</th>
</tr>
</thead>
<tbody>
<tr>
<td>4a</td>
<td>Plantings</td>
<td>Written Warning</td>
<td>$180</td>
</tr>
<tr>
<td>4b</td>
<td>Planting Heights</td>
<td>Written Warning</td>
<td>$180</td>
</tr>
<tr>
<td>4c</td>
<td>Stumps, Logs, Trees, and other Plantings Removal or Destruction – See also Monetary Penalty Schedule</td>
<td>$180</td>
<td>$180</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Violation Number</th>
<th>Violation Description</th>
<th>Fee or Written Warning at First Occurrence</th>
<th>Subsequent Occurrences</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>False Home Alarms</td>
<td>Written Warning</td>
<td>2nd Written Warning /$50/$75/$100</td>
</tr>
<tr>
<td>6</td>
<td>Illegal Parking</td>
<td>Written Warning</td>
<td>$100</td>
</tr>
<tr>
<td>7</td>
<td>Traffic Violations</td>
<td>Written Warning</td>
<td>$100</td>
</tr>
<tr>
<td>8, 9</td>
<td>Noxious or Offensive Activity or Nuisance per Rule 6.6, including but not limited to noise, drone, smoking, night light, and dog violations.</td>
<td>Written Warning</td>
<td>$100/$500 (plus suspension of facilities privileges upon 3rd violation)</td>
</tr>
</tbody>
</table>

**Special Assessment for Fees.** As provided for in section 6.04 of the Restrictions, a special assessment (fee) may be levied upon a Member to compensate for monies expended from the operating fund of the Association in performing its functions under the Restrictions. Such assessment shall be in the amount so expended.

**Inflationary Clause.** All fees shall be adjusted each year to reflect the annual change in the Consumer Price Index that is appropriate for our area, published by the Bureau of Labor Statistics, United States Department of Labor.

2.3 - Page 8 August 2018
In addition to the fees set forth above, TSRA may impose a monetary penalty (fine) after compliance with the procedures set forth in Civil Code Sections 5850-5865. The intent of a monetary penalty is punitive in nature to serve as a deterrent to any non-compliant activity, and described as follows:

**A. Stumps, Logs, Trees, or Other Planting Removal (Design Manual and Rules – sections 7.4.1, 7.4.3, and 7.4.4).** Because the removal of stumps, logs, trees, or other plantings or alterations of trees (i.e., topping or limbing) without permission may not be a “correctable problem,” the Member in violation may be subject to a monetary penalty (fine) that will depend on the extent of the violation and, if applicable, shall be levied to the Member when the removal is discovered. Factors to be considered would include, but not be limited to: the location (Commons or private lot); the size and type of tree, log or stump; the amount of aesthetic impact and environmental damage; and the gain, if any, to the violator. These violations would be reviewed on a case by case basis and the Association will call in experts (Arborists, etc.) as necessary to determine value. These costs will be charged to the responsible Member.

**B. Other Violations.** The Board of Directors may impose monetary penalties (fines) for other violations of the Governing Documents.

### Monetary Penalty (Fine) Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Imposed by Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Stumps, Logs, Trees, and other Plantings Removal or Destruction</td>
<td>$1,000 minimum plus applicable fees</td>
</tr>
<tr>
<td>B. Other Violations</td>
<td>3X cost to remedy violation minimum plus 25% overhead fee</td>
</tr>
</tbody>
</table>

**ATTACHMENT “D”**

**Civil Code Section 5925-5965, Alternative Dispute Resolution**

**§5925 As used in this article** (a) “Alternative dispute resolution” means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decisionmaking process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) “Enforcement action” means a civil action or proceeding, other than a cross-complaint, for any of the following purposes: (1) Enforcement of this act. (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code). (3) Enforcement of the governing documents.

**§5930 (a)** An association or an owner or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

**§5935** (a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following: (1) A brief description of the dispute between the parties. (2) A request for alternative dispute resolution. (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected. (4) If the party on whom the request is served is the member, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.
§5940 (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

§5945 If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

§5950 (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied: (1) Alternative dispute resolution has been completed in compliance with this article. (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution. (3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

§5955 (a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

§5960 In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

§5965 (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

“Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.”

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.
Rule 2.4 Policy for Use of Sea Ranch Mailing List

The Board of Directors adopted the following policy regarding the appropriate reasons, conditions, and methods for providing access to The Sea Ranch mailing list to Members who demonstrate a purpose reasonably related to their interests as a Member.

The Sea Ranch Association’s mailing list is to be kept strictly confidential. Nevertheless, to assist a Member in contacting other Members via the mail, for a purpose reasonably related to the Member’s interest as a Member, access to the mailing list shall be provided from time to time in accordance with procedures established by The Sea Ranch Association staff and approved by the Community Manager, following the policy guidelines below:

2.4.01 Any Member of The Sea Ranch Association may use one of two methods to access The Sea Ranch Association’s mailing list: either Sea Ranch Association-generated mailing labels or an electronic file of mailing information provided only to a third-party entity (such as a printer or mailing house), which entity agrees to independently conduct the mailing and then immediately destroy the electronic file of names and addresses.

2.4.02 According to The Sea Ranch internal procedure, the Member initiates a request for mailing list information by submitting a request to the Community Manager for approval. The request must specify the purpose of the mailing, and that purpose must be reasonably related to that person’s interest as a Member. The request and a copy of the material to be mailed must be received in sufficient time for the Community Manager to evaluate and approve the request; the timeframes will be specified in The Sea Ranch Association internal procedure.

2.4.03 The Community Manager will verify that the content of the mailing is reasonably related to the Member’s interest as a Member. The mailing may in no way be connected with sales or private enterprise.

2.4.04 A fee will be charged for the mailing labels and/or electronic file. This fee will be set by the Community Manager, to cover the administrative costs associated with the request. The fee will be stated clearly in the internal procedure and on the application form, and must be collected from the Member prior to the release of the mailing information.

2.4.05 Should the Member elect to use paper mailing labels, they are not to be removed from The Sea Ranch Association offices under any circumstances. Labels must be affixed in The Sea Ranch Association office area designated for this purpose by the Community Manager.

2.4.06 Should the Member elect to use an electronic mailing list, to be applied only by an outside printer or mailing house, the Member must submit the name of that entity on the application form, for pre-approval by the Community Manager. The Sea Ranch Association will obtain from that entity the agreement to destroy the mailing list file immediately following the completion of the mailing; such agreement is required prior to release of the electronic information. In this agreement, The Sea Ranch will retain the right to periodically audit the third-party entity to ensure that the mailing list has been destroyed.

2.4.07 The Sea Ranch Association is not responsible for any costs of a Member mailing. Members provide stamps, prepaid envelopes, or postcards for their mailing.
Rule 3.1 Use of Sea Ranch Facilities

Except as otherwise specifically agreed to by the Association, The Sea Ranch Association Facilities, including Recreation Facilities and Public Recreation Facilities as those terms are defined in the *The Sea Ranch Restrictions* (collectively the “Facilities”), are for the exclusive use of The Sea Ranch Owners, their families, guests, and lessees, and are closed to off-Ranch public accommodations, patrons of public accommodations, and off-Ranch commercial enterprises.

3.1.01 Facilities Passes – Prohibited Uses
The Association issues passes for the use of the Facilities by Owners, their families, guests, and lessees. Owners are prohibited from making their Facilities passes available for use or allowing their passes to be used by off-Ranch public accommodations, patrons of public accommodations, or off-Ranch commercial enterprises. Owners are prohibited from duplicating, altering, or forging personal or vehicle (hangtag) passes, and from any other act intended to evade the Facilities use limitations of this Rule.

3.1.02 Suspension of Facilities Pass Privileges
The privileges of Owners, their families, guests, tenants, and lessees to use Association Facilities may be suspended in accordance with Rule 2.2 during any period when an Owner is delinquent in the payment of Association assessments, or if the Owner, the Owner’s family, guests, or lessees violate section 3.1.01 or 3.1.05 or 6.6 of these Sea Ranch Rules.

If an Owner’s Facilities use privileges are suspended for failure to pay Association assessments, then the suspension shall continue until the Owner has cured the delinquency or entered into an agreement with the Community Manager for curing the delinquency.

If an Owner’s Facilities use privileges are suspended for violating Rule 3.1.01 or 3.1.05 or 6.6, the first suspension shall be three months and for any subsequent offense additional suspensions shall be the longer of six months or the remainder of the calendar year in which the suspension occurs. Multiple, recurring, or persistent violations may incur concurrent or cumulative and consecutive (back-to-back) suspension periods, at TSRA’s sole discretion.

During the period of any suspension of privileges under this Rule 3.1.02, the Owner shall give every guest, tenant, or lessee of the Owner the following written notice prior to and during occupancy: “The Owner of this property does not at this time have certain member privileges at The Sea Ranch. You may not use The Sea Ranch recreational facilities such as pools and courts, or any other member amenities while visiting or renting this house.”

Failure to provide this notice, or unauthorized facilities use during a suspension, may incur one month's additional suspension per incident.

3.1.03 Observance of Rules
Owners’ guests are welcome to use The Sea Ranch Facilities, subject to this subsection 3.1.06 and with the understanding that the Association must hold each Owner responsible for his or her guests’ observance of the rules.

3.1.04 Guests at Recreation Facilities
No more than six (6) persons per lot are authorized to use Public Recreation Facilities at any one time, unless advance arrangements for a larger group have been approved by the Association office. Groups of more than six persons are authorized to use the Public Recreation Facilities if Day Use Identification Passes are purchased at the Association office only during office hours. Each guest will be admitted to the Public Recreation Facilities if the Owner supplies each guest with a Day Use Identification Pass. Also, the guest must display the vehicle pass (hangtag) on the rear-view mirror when a guest’s vehicle is parked on Association roads or parking areas. When on the Ranch, all Owners are requested to have their Personal Identification Pass with them at all times.

3.1.05 Guests Abalone Picking Privileges
No more than four guests per lot are authorized to pick abalone in any one day. No pass or permission to a guest to pick abalone will be valid for more than two consecutive days. Guests picking abalone must carry Fish & Game licenses and during picking must be accompanied at all times by a host Owner.

3.1.06 Limitations on Passes for Guests
(a) No pass will be issued to a guest for a period longer than one week, unless special circumstances exist; in which case the Community Manager may authorize issuance of a pass for a period of time that in his judgment best suits the needs of the occasion.

(b) Passes for longer than one day will be issued only to bona fide houseguests of Owners, that is, guests who reside in the house of an Owner for the duration of their stay on The Sea Ranch.
Rule 3.2 Use of Meeting and Recreational Facilities

Aside from the public access trails, use of Association Facilities, (including but not limited to the airstrip, equestrian center, swimming pools, trails, and tennis courts), is restricted to Owners, their families, guests, and lessees. The privileges of Owners, their families, guests, and lessees to use the Association Facilities can be suspended in accordance with Rule 2.2 during any period when an Owner is delinquent in the payment of Association assessments.

3.2.01 Goals, Priorities, and Management of the Use of Sea Ranch Common Facilities

Goal: To enhance the quality of life for Sea Ranch Members, TSRA shall permit the use of its facilities for governance, cultural, educational, commemorative, social, and recreational activities that benefit Association Owners and their guests and that enhance community relations and civic discourse.

Prioritization of Requests:
1. Governance—TSRA Board of Directors and Committee/Task Force meetings;
2. TSRA member-sponsored educational, cultural, commemorative, social, and recreational, events open to all Owners;
3. Events deemed by the Community Manager to benefit Association Owners generally; and
4. Private, Owner-sponsored events

Management: The Community Manager shall apply his/her discretion in permitting facilities use according to the above priorities. Staff shall develop and maintain a Member Guide: “Procedures and Fees for Use of TSRA Facilities,” available on TSRA website and in printed form, as appropriate.

Political Gatherings: By law, facilities access shall be granted without charge and during reasonable hours to all candidates for the Association's Board of Directors, including those who are not incumbents, and to all Owners advocating a point of view, for purposes reasonably related to a pending election. Such meetings shall be open to all Owners, and a notice shall be conspicuously posted that “This meeting is neither sponsored nor endorsed by The Sea Ranch Association, and the views and opinions expressed are solely those of the speaker(s), not of The Sea Ranch Association.”

3.2.02 Reservation and Use of Association Facilities

(a) Reservations for group use of Facilities must be made with the Association office. Only Association Owners and Staff may make such reservations.
(b) The Del Mar Center Hall and House, and the Ohlson Ranch House, and the Knipp-Stengel Barn are the only facilities for which exclusive use reservations may be made. There are separate procedures and fee structures for the use of each facility; see Member Guide: Procedures and Fees for Use of TSRA Facilities.
(c) The Hot Spot and One-Eyed Jack’s may be used on a non-exclusive first-come, first-served basis. (For groups of twenty or more, Security must be alerted in advance; see Member Guide: Procedures and Fees for Use of TSRA Facilities).

3.2.03 Usage of Trails

Hiking, horseback riding, and/or bicycling are permitted on trails that The Sea Ranch Association Board of Directors or the Community Manager, from time to time, may designate for any such use.

The Community Manager shall maintain at The Sea Ranch Association office current information on trails available for any such use. Trail use restrictions will be posted at the Association office and recreation centers.

FormerSection

3.2.04 Drone Flights (subsumed into Rule 6.6.04)
Rule 3.3 Policy: Boat Launch Access Trail — Unit 24

3.3.01 Use of Common Area

This Boat Launch Access Trail is to be used only by Association Owners, by the family of such Owner, or by an invitee, licensee, or lessee of such Owner. Only small boats, rafts, or other watercraft that can be hand-carried, will be allowed to use the Access Trail for ocean ingress or egress.

(a) Association Owners who wish to carry watercraft on the Access Trail shall first sign in at the Association office.

(b) In the event the Association office is closed, the Association Owner shall contact The Sea Ranch Security Department. The Sea Ranch Security Officer shall take down the necessary data and shall record it in the Association office log kept at the reception desk.

All vehicles are prohibited from entering the Access Trail. This prohibition includes all motor vehicles of any type, style, or size, including all trailers of any type, style, or size.

(a) Exceptions include all vehicles and trailers and equipment owned by the Association.

(b) Exceptions also include: rescue vehicles, ambulances, fire vehicles, Sheriff’s vehicles, Highway Patrol vehicles, and all government vehicles (federal, state, county, local, etc.); or any of whom might have lawful reason to use the Access Trail in carrying out official business.

Boats, rafts, or other watercraft shall not be left or stored on the beach or bluff.

The Sea Ranch Association office will maintain a record of the watercraft use of the Access Trail by Owners.

The Sea Ranch Association Community Manager may deny use of the Access Trail.
Rule 4.1 Guidelines for Action Upon Lot-Split Proposals

Resolution 157

4.1.01 Notice and Hearing
(a) The subject property shall be posted and Owners within 300 feet of the boundary of the lot sought to be split shall be provided at least 45 days written notice, by regular mail, of any Board meeting at which the proposed lot-split is an agenda item. Public notice shall be posted in The Sea Ranch Association Bulletin.

Prior to acting to approve or reject a proposed lot split the Board shall hold at least one Board meeting, receive evidence (including the Design Committee’s record of review), and adopt findings in relation to the factors set out below, making them part of the record of final action taken. Design Committee’s review comments shall be a basis of Board of Directors evidence and adopted findings.

4.1.02 Factors and Findings for Lot-Split Approval
The applicant shall have the burden of showing substantial evidence of the following:

(a) The resulting increase in the number of lots at The Sea Ranch is consonant with both the preservation of the character of its environment as delineated in the Comprehensive Environmental Plan and promotion of the peace, health, comfort, safety and/or general welfare of Association Members;

(b) The Design Committee’s endorsed consent of the lot-split application has been given;

(c) The site is physically suitable:
   • Topography is suitable for more than one building, and
   • Site can accommodate the proposed building envelopes, driveway access, drainage and on-site septic or sewer facilities in a manner protective of surrounding amenities, resources and environment;

(d) The neighborhood and Common area impacts are acceptable:
   • Drainage ways and water courses are protected,
   • Soils are protected,
   • Vegetation and wildlife habitat are protected,
   • View sheds, trees, hedgerows and windbreaks are protected, and
   • Trails are protected.
Rule 4.2 Lot Consolidation Policy and Procedure

Policy:
It is the policy of the Board of Directors to provide for the consolidation of lots in accordance with section 9.04(b) of *The Sea Ranch Restrictions* and as follows:
Due to the financial impact of consolidation, the full fiscal year’s assessment for the lot being consolidated shall be paid and the property as consolidated shall be encumbered so as to prevent it from being split in the future. Construction of a home on consolidated lot(s) shall not be allowed to be increased in footprint size over that size allowed by the Design Committee on the largest of the individual lot(s) before consolidation.

Procedure:
4.2.01 The Member completes “Request for Lot Consolidation,” and submits the request to the Design Committee.
4.2.02 Design, Compliance & Environmental Management notifies neighbors within a 300 foot radius of the property to be consolidated.
4.2.03 The Design Committee reviews the request, approving or denying same. (If request is denied, the Design Committee informs the Board of Directors and the Member of the reason(s) for denial.)
4.2.04 The Design Committee’s approved request is submitted to the Board of Directors along with a copy of the plat map for referenced parcels for approval or denial. (If denied, the Member is informed of the reason(s) for the denial.)
4.2.05 The Board of Directors’ approval is acknowledged by the Community Manager and the Member is informed of the payments required to effectuate consolidation.
4.2.06 Member pays the remaining annual assessment on the lot being consolidated, plus a one-time fee as determined by the Board of Directors from time to time as a part of the Association’s fee schedule. Said fee is intended to partially defray the costs and budgetary impact associated with the lot consolidation. Member also returns the signed and dated “Lot Consolidation Agreement,” which will be notarized in The Sea Ranch Association’s office and kept in the Owner file at the Office of Design, Compliance, and Environmental Management.
4.2.07 The Member then visits Sonoma County Permit and Resource Management Department at 2550 Ventura Ave., Santa Rosa and completes and files a “Notice of Merger” for certification/recordation, brings in a copy of his/her grant deed, a copy of the plat map for parcels, pays application fee (approximately $50.00), and pays property taxes for both parcels.
4.2.08 After the “Notice of Merger” is certified, the Member must record the “Notice of Merger” in the County Recorder’s Office.
4.2.09 A copy of the certified/recorded “Notice of Merger” is then sent by the Member to The Sea Ranch Association.
4.2.10 Upon receipt of the “Notice of Merger,” The Sea Ranch Association will change its records to show consolidation of the property into one lot at the beginning of the fiscal year (May 1st). The lot number assigned will be the lowest number of lots being consolidated. Additionally, only the passes and decals issued to the lot with the lowest number will be valid. Any passes or decals issued to the other lot will be voided.
Rule 4.3 Temporary Incursions Onto The Sea Ranch Association Commons

Resolution 270

The Sea Ranch Association Board of Directors authorizes the Community Manager to permit incursions by users of the Public Access Bluff Trail onto The Sea Ranch Association Commons, provided:

4.3.01 That signs be posted at either end of each protective fence with the text, “Right to Pass by Permission and Subject to Control by Owner – CCC 1008,” to indicate clearly The Sea Ranch Association ownership and control; and

4.3.02 That the Community Manager monitor and regularly report on the County of Sonoma’s progress toward developing and carrying out plans acceptable to The Sea Ranch Association for maintaining the Public Access Bluff Trail; and

4.3.03 If the County of Sonoma slows or ceases its efforts to develop and carry out plans acceptable to The Sea Ranch Association for maintaining the Public Access Bluff Trail, then this authorization will be suspended and incursions by users of the Public Access Bluff Trail prohibited.
Rule 4.4 Procedure for Considering Requests for Variances from the Standards for Building Bulk Limit, Building or Vegetation Height Limit, and Setback Requirements

Resolution 15

A request for consideration of a variance from the standards for building bulk limit, building or vegetation height limit, and setback requirements as set forth in The Sea Ranch Design Manual and Rules shall be filed with the Design, Compliance and Environmental Management Department on a designated application form. Two sets of plans sufficient to describe the requested variance will be required. Requests for variances from the building bulk limit, building or vegetation height limit, and setback requirements shall comply with and be subject to the provisions of 4.4.01 through 4.4.07 below.

4.4.01 Fee

A nonrefundable fee plus postage for notices shall be paid at the time application is filed. This fee is in addition to the design review fee required for new residences. A current fee schedule is available from the Design, Compliance and Environmental Management Department.

4.4.02 Notice to Property Owners

Prior to the Design Committee's final review regarding the requested variance, Owners of property within 300 feet of the center point of subject lot shall be notified by mail by the Design, Compliance and Environmental Management Department staff. Notice shall also be given through the Bulletin. These notices shall briefly describe the project and the variance requested; provide for review of the plans, models, etc.; and request written comments by a specific deadline (at least two weeks from the date of the notice).

4.4.03 Site Review and Investigation

At a regularly scheduled meeting of the Design Committee following the established deadline, a site review and investigation will be conducted by the Design Committee as necessary to make its decision.

4.4.04 Property Owner Response

Property Owners (or their authorized representative(s)) may come to the Design, Compliance and Environmental Management Department during regular scheduled office hours to view the plans. All responses must be in writing and be specifically directed to the proposal in question. Diagrams, maps or photographs may also be submitted as necessary to support statements. The responses will be considered by the Design Committee in reaching a decision on the variance request.

4.4.05 Applicant Participation

In addition to the required plans, supporting material such as maps, diagrams or photographs may be submitted by the applicant. A meeting may also be scheduled with the Design Committee if desired.

4.4.06 Findings and Decisions

The findings and decisions of the Design Committee shall be in strict compliance with The Sea Ranch Restrictions and The Sea Ranch Design Manual and Rules.

The Design Committee will only grant the requested variance in whole or part, if in its professional judgment, informed by the facts and information presented in connection with the application, and/or the written comments from directly affected property Owners, the Design Committee finds the following:

(a) That there are exceptional or extraordinary circumstances, or special conditions applying to the specific property involved or the intended use of that property, that do not generally apply to other property or uses in the same area such as:
   • Lot location or setback constraints,
   • Circumstances existing due to adjacent physical elements,
   • Special environmental conditions that pertain to the property.

(b) That the granting of the variance will not for any reason whatsoever allow the design to be incompatible with The Sea Ranch Restrictions or The Sea Ranch Design Manual and Rules.

(c) That the granting of the variance will not be materially detrimental to the public welfare, or be injurious to the property or improvements in the area in which the property of the applicant is located.

(d) That the granting of the variance will not constitute a grant or special privilege inconsistent with the limitations on other properties located in the same area.

(e) That the proposed design is totally compatible with the goals and spirit of design on The Sea Ranch as it relates to its site, neighboring structures, overall landscape and the environment.

The Design Committee may apply any conditions to its approval of a variance as it deems necessary.

4.4.07 Notice of Decision

A notice stating the decision of the Design Committee shall be sent to the applicant. Any property Owners may learn of the Design Committee's decision either by checking the Design Committee minutes posted at The Sea Ranch Association office, or by calling the Design, Compliance and Environmental Management Department.

April 2016
Rule 4.5 PARCEL COMFORMANCE REVIEW
Effective Date: January 1, 2017, as per Board Resolution 424

Resolution 424

4.5.01 Any Owner selling a developed parcel within The Sea Ranch (meaning a parcel with above-ground improvements beyond utilities and infrastructure) is required to submit, not later than the opening of escrow on such parcel, a “Request for Parcel Conformance Review” (“Request”) to the Department of Design, Compliance and Environmental Management (“DCEM”), whereupon DCEM, in coordination with The Sea Ranch Water Company (“TSRWC”) and as applicable, The Sea Ranch On-Site Wastewater Disposal Zone (OSWDZ), shall undertake a Parcel Conformance Review (“PCR”).

4.5.02 The PCR comprises a staff review and analysis of all plans, reports and correspondence on file regarding the parcel, and may include a field inspection at the sole discretion of DCEM and/or TSRWC.

4.5.03 DCEM shall deliver a PCR Report to the seller, or to seller’s designated agent, within 21 calendar days of receipt of the seller’s Request. The PCR Report shall identify with particularity: (i) Any improvement, feature, vegetation, or work on the parcel that is not in compliance with the applicable TSRA Restrictions and Rules in effect at the time any such improvement, feature, or work was undertaken; (ii) any improvement, feature, vegetation, or work on the parcel that is not in compliance with any prior DCEM or Design Committee written approvals or orders regarding that parcel; (iii) any observable or detectable water leaks on either the TSRA or the private side of the water meter; (iv) the status of any “Permits to Operate” for private sewage systems; and (iv) the grounds of any noncompliance and the specific corrective action that would be required to bring the parcel into conformance with DCEM or TSRWC requirements.

4.5.04 The PCR Report is valid at the date of issue and expires upon the succeeding Owner’s offering of the parcel for sale, or earlier upon a material change to any relevant feature on the parcel, or a material change to any relevant TSRA rules. To that extent the PCR Report may be relied upon by sellers, buyers, and any third party encumbrancers.

4.5.05 If escrow closes on a developed private parcel without a Request having been filed by the seller, or prior to DCEM’s issuance of the PCR Report for that parcel, the new Owner is solely liable for correcting any non-conforming improvements, features, or work on the parcel, as may be subsequently identified by TSRA and/or TSRWC.

4.5.06 At the time of filing the Request, the Owner shall reimburse The Sea Ranch Association its reasonable expenses associated with the PCR and production of the PCR Report, as set from time to time by the Community Manager as part of the TSRA Fee schedule.

4.5.07 This Rule is in addition to, and does not alter, the voluntary procedure for issuance of Estoppel Certificates as set forth in the TSRA Restrictions at Section 4.06. An Owner who has obtained such an Estoppel Certificate within one year of the opening of escrow is exempted from submitting a PCR Request under this Rule.

4.5.08 A seller who disputes any conclusion of a PCR Report may invoke the dispute resolution procedure set forth in Rule 2.3.03(c).
Rule 5.1 Fire Safety

5.1.01 Outdoor Fires
From April 1 to December 1, or during any other period declared as presenting a fire hazard, outdoor burning is prohibited on The Sea Ranch except as indicated below. Burning permits issued by the California Department of Forestry (CDF) are required for all outdoor burning done during this period.

(a) Between 6:00 a.m. and 10:00 a.m., when weather conditions are moderate (foggy or cool and the wind is calm), burning is permitted in incinerators previously approved by the CDF. The area within 10 feet of the periphery of the incinerator must be maintained free and clear of all flammable materials and vegetation and a nonflammable screen of 1/4-inch mesh or smaller must cover the chimney and any other openings. Location of incinerators must be approved by the Design Committee.

(b) Open burning of slash, tree trimmings, etc., in piles, will be permitted when the CDF issues a burning permit.

(c) Fires in barbecue pits provided by the Association at recreation areas are permitted without a permit.

5.1.02 Smoking Prohibited Smoking is prohibited year-round on all Sea Ranch trails, Common areas, and restricted Common areas, except for beaches.

5.1.03 Fire Safety in the Vicinity of Structures

(a) TSRA and TSRA Lot Owners shall comply with Public Resources Code §4291 and the Board of Forestry’s guidelines and regulations implementing §4291 as those documents are from time to time amended.

(b) Any portion of a tree, which extends within 10 feet of the outlet of a chimney or stovepipe, shall be removed.

(c) A screen with openings no larger than one-half inch shall be maintained over any outdoor solid fuel burning fire pit or similar device, chimney or stove pipe outlets, or all solid fuel burning appliances (wood stoves, fireplaces, oil burners). Gas (propane or natural gas) fueled fire pits shall be tested and listed by an accredited testing laboratory to IAS/US 4-96 Standard. In the case of solid fuel burning outdoor fire pits, such devices shall be placed on a non-combustible surface with a minimum clearance to combustible surface of ten feet or greater if recommended by the device’s manufacturer. Fire department officials may place additional restrictions on the use and placement of fuel burning appliances as deemed necessary in the interest of reducing fire risk.

(d) Roof surfaces of all buildings shall be kept clear of leaves, needles, twigs, and other combustible litter.

(e) Plants adjacent to buildings or other structures should be kept in good health, be free of dead wood, and have combustible litter beneath the plant removed.

(f) Flammable vegetation and other combustible growth as used herein include undergrowth up to a height of six feet off the ground. It does not include trees whose limbs are removed to a height of six feet off the ground, ornamental plants, or ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any structures. Periodic mowing of brush and grasses constitutes removal of brush and grasses.

(g) Sea Ranch Lot Owners are encouraged to enter into private agreements with one another to insure compliance with this Rule 5.1.03 and to develop defensible fuel breaks adjacent to their structures.

Note: The requirements of Rule 5.1.03 assume consistency with Rule 5.1.05 requiring roofing material to have a fire retardant rating of “Class A” or better. Structures without Class A roofs may require a more rigorous interpretation of the requirements of Rule 5.1.03.

5.1.04 Disposal of Ashes or Clinkers All ashes or clinkers shall be placed in a covered metal container (ash can), and the container placed on a non-combustive surface in an area cleared of combustible material or vegetation for 3 feet around it. Ashes or clinkers will be left in the container until they are cold to the touch (at least two days) before disposal.

5.1.05 “Class A” Rated Roofing Material The roofing material on all homes constructed on The Sea Ranch shall have a fire retardant rating of “Class A” or the equivalent.

April 2016
Rule 5.2 Policy and Procedures for Fuels Management Program Appeals for Private Lots

5.2.01 Preamble and Policy This is a guide to Members of The Sea Ranch Association (“TSRA”) concerning TSRA’s right to conduct fuels management activities on private lots and Members’ ability to appeal decisions made by TSRA staff related to fuels management activities on private lots.

TSRA has done fuels reduction work. Some of this work was done on private lots when this was needed to complement work being done on adjacent Commons. This work was always done with the consent of the private Lot Owner, which was obtained as part of the notification process.

The Board of Directors has approved a Fuels Management Program (“FMP”) that recommends fuel treatments that will increase the need to do fuels reduction work on private lots. These fuel treatments are necessary to achieve goals for reducing fire hazard on The Sea Ranch. Section 5.05 of The Sea Ranch Restrictions gives TSRA the power to perform any and all acts necessary for the health, safety and/or general welfare of the Owners and guests of The Sea Ranch.

The FMP Implementation Plan contains a planning process that provides notification to each Member of work to be done on or near his/her private lot. This process gives each Member an opportunity to respond to staff with concerns and to meet with staff on site to discuss concerns.

Based on work done, this process usually resolves issues to the Member’s satisfaction. However, the Board of Directors wishes to establish a procedure whereby Members who are not satisfied with the results of discussions at the staff level may appeal staff decisions.

5.2.02 Appeal Procedure

(a) Applicability of Appeal Procedure
The appeal procedure is only available to a Member who wishes to appeal a staff decision concerning fuels reduction activities planned for the Member’s private lot. A Member may not appeal fuels reduction activities planned for Commons or other Member’s lots.

(b) Community Manager Review
A Member who is not satisfied with the results of discussions with staff may request a review by the Community Manager. The Community Manager will attempt to resolve the Member’s concerns in accordance with the FMP fire hazard reduction goals. If no resolution occurs within a reasonable time, the Community Manager shall refer the matter in writing to the Board of Directors FMP Sub-Committee.

(c) FMP Sub-Committee Review
Upon receipt and review of the written referral from the Community Manager, the FMP Sub-Committee may sustain or reject the Member’s appeal. The Member who initiated the appeal shall be notified in writing of the meeting and of the Sub-Committee’s decision.

5.2.03 Fuels Management Program Sub-Committee
The Chair of the Board of Directors shall appoint three Board members to serve on the Fuels Management Program Sub-Committee at the Chair’s pleasure.
Rule 6.1 Traffic Regulation and Control

6.1.01 Speed
(a) No person shall drive a vehicle upon the private roads of The Sea Ranch at a speed greater than 25 miles per hour.
(b) Notwithstanding the maximum speed limit, no person shall drive a vehicle upon the private roads of The Sea Ranch at a speed greater than is reasonable or prudent, having due regard for weather, visibility, the traffic on, and the surface and width of the private road, and in no event at a speed which endangers the safety of persons or property.

6.1.02 Arterial Roads Certain roads have been designated arterial roads, traffic on which has the right of way over intersecting traffic from tributary roads. Yield and stop markers and signs on tributary roads will be observed.

6.1.03 Signs Signs will conform in format and placement to standards established by the Design Committee. Only the Association office may place signs on Commons.

6.1.04 Use of Motorized Vehicles
(a) Registered Vehicles
If a motor vehicle of any kind is required by the State of California to be currently registered in order to be operated on the public roads of the State, then all such motor vehicles that are to be operated on the private roads of The Sea Ranch shall also have a current registration from an appropriate jurisdiction within the United States or recognized as valid by the State of California.

(b) Certificated Operators
If a motor vehicle of any kind is required by the State of California to be operated by an individual who holds a current operating license, then all such motor vehicles that are to be operated on the private roads of The Sea Ranch shall be operated by an individual who holds a current operating license issued by an appropriate jurisdiction within the United States or holds a valid international operating license.

(c) Motorized Vehicles and Trailers Prohibited on Unpaved Commons
No motorized vehicle covered by this Rule 6.1.04 or towed vehicles (including passenger cars, trucks, campers, trailers, dune buggies, motor scooter, or motorized aircraft) will be permitted on unpaved Common areas or beaches except as required by the Association or its contractors in the maintenance or improvements of Commons.

(d) Vehicle Noise Emissions
No vehicle covered by this Rule 6.1.04 shall be operated on the private roads of The Sea Ranch unless it has been muffled to the maximum extent required under California law.

6.1.05 Use of Vehicles or Transportation Devices other than Registered Motor Vehicles
(a) Permitted Use
A vehicle or transportation device that is not covered under Rule 6.1.04 may be operated only on the paved private roads of The Sea Ranch, with the exception of non-motorized bicycles. Non-motorized bicycles may be driven on the trails and paths of The Sea Ranch, unless otherwise specifically prohibited. This Rule 6.1.05 is intended to cover all recreational transportation devices, including without specific limitation, the following: scooters, in-line skates, parallel skates, skateboards, golf carts and “Electric Personal Assistive Mobility Devices” as that term is defined in the Vehicle Code of the State of California. All devices covered by this Rule 6.1.05 shall comply with the general rules of the road that govern traffic activity under the laws of the State of California. Any golf cart and any Electric Personal Assistive Mobility Device that is to be operated during the hours from one-half hour after sunset to one-half hour before sunrise shall have all appropriate illumination and/or reflective devices as may be required under the laws of the State of California. Any golf cart and any Electric Personal Assistive Mobility Device shall have a sound-emitting device, such as a horn, if the State of California requires that a sound emitting device be installed in such vehicle.

(b) Non-Permitted Use
No motorized or non-motorized “go-cart” or other similar recreational vehicle may be operated on the private roads, trails or paths of The Sea Ranch. No vehicle or transportation device that is permitted under Rule 6.1.05(a) may be operated in a manner that is inconsistent with regular transportation purposes, including, without limitation, the use of jump ramps, slalom courses, and races.
6.1.06 Parking

(a) **Overnight Parking**  
Overnight parking is permitted only on the host’s private driveway and is not permitted on the roads of The Sea Ranch. In cases where a temporary overload of automobiles cannot be handled on a particular lot, the Association office will be informed and guidance requested.

(b) **Alternative Use of Screened Parking Prohibited**  
No screened or enclosed parking space that is a part of the original house plans approved by the Design Committee shall be used for any purpose that might preclude or inhibit its use for vehicular parking, unless a substitute screened or enclosing parking space approved by the Design Committee is provided.

(c) **Parking in Connection with Home Office or Work Area**  
Parking is not permitted on the private roads of The Sea Ranch in connection with operation of an office or work area in the home, except necessary temporary parking for utility service.

---

**Rule 6.2 Trapping and Shooting Prohibited**

No hunting or trapping is permitted on The Sea Ranch at any time. The discharge of firearms is prohibited on The Sea Ranch.
Rule 6.3 Pet Dogs

6.3.01 Dog License Required All dogs over four (4) months of age must be licensed by the Sonoma Animal Regulation Division, or by way of a valid license issued by a city or another county. Additionally, dogs should also have nametags. (Sonoma County Ordinance No. 4192 – Article V, Section 5-40).

6.3.02 Dogs at Large Prohibited No person shall permit or allow any dog to stray from Sea Ranch private property owned by the owner of such dog; or from Sea Ranch private property to which said Owner, lessee, or other person in control thereof has a right of possession, unless the dog is restrained by a substantial leash not exceeding six (6) feet in length. (Sonoma County Ordinance No. 4192 – Article X, Section 5-114).

6.3.03 Dog Nuisances Prohibited No owner of any dog, except a totally or partially blind person, deaf or hearing-impaired person, or handicapped person using an assistance dog, shall permit or allow such dog to do any of the following:

(a) Defecate on any Sea Ranch road or street without immediately cleaning or removing the excrement to a proper receptacle.

(b) Defecate on any Sea Ranch property other than that of its owner without the consent of the Owner, lessee, or other person in control thereof. (Sonoma County Ordinance No. 4192 – Article X, Section 5-123).

6.3.04 Public Nuisances Prohibited No owner of any dog while on The Sea Ranch shall permit such animal to obstruct the reasonable and comfortable use of property in any Sea Ranch neighborhood by chasing vehicles, molesting passersby, barking, howling, or making any other noise. (Sonoma County Ordinance No. 4192 – Article X, Section 5-124).

6.3.05 Policy and Procedure for Pet Jail and Bail
In accordance with “Impoundment of Dogs by The Sea Ranch Association Personnel” the following shall apply:

“All dog running at large may be picked up, confined, and held. TSRA Security Department shall notify Sonoma County Director of Animal Registration within twenty-four (24) hours after seizing possession or control of the dog. There is an escalating pickup charge and a boarding fee for the next two (2) days.”

Security Department shall attempt to contact the owner of any dog picked up. Notice of all dogs in the Doggie Jail shall be given to the front desk.

The amended fee schedule, as adopted by the Board of Directors, shall be as follows:

- First Offense $25.00
- Second Offense $80.00
- Third Offense $120.00

This fee schedule may be amended by the Community Manager following notification of the Board and publication of the new schedule in the Bulletin.
Rule 6.4 Home Office on Private Areas

Resolution 148

The Board of Directors finds that use of an office or work area in the home is included in “residential purposes” permitted in the private area under The Sea Ranch Restrictions section 3.02(c), if the person using the office or work area: (1) is an Owner or long-term lessee in The Sea Ranch; (2) also uses such private area for residential purposes; (3) has no non-family member employees working in such private area; and (4) does not advertise, offer any product or service for sale to the public upon or from such private area except as done electronically.

The Sea Ranch Rules are amended to include 6.1.06(c).
Rule 6.5 Trespass Policy

Resolution 249

6.5.01 A prominent warning shall be placed under the windshield wipers of vehicles found unattended and without proper identification as having a right to be on The Sea Ranch. The vehicle will be photographed and the license plate number recorded. The warning will indicate that if the vehicle is found a second time on The Sea Ranch, pursuant to Penal Code section 837 the occupants will be subject to arrest for trespassing and the vehicle will be booted as necessary to effectuate the arrest.

6.5.02 Persons (including pedestrians and vehicle occupants) observed by Association personnel or security volunteers as not having proper identification will be requested to leave and will be given polite verbal warnings that unauthorized presence on The Sea Ranch constitutes a trespass. If those persons are subsequently observed on The Sea Ranch, they will be subject to arrest as trespassers pursuant to Penal Code section 837. TSRA Security shall notify the Sheriff of the arrest and may boot their vehicle as necessary to effectuate the arrest pending the arrival of the Sheriff.

The Community Manager is directed to develop procedures to implement this rule.

Rule 6.6 Nuisance Abatement, Prevention, and Penalties
(Effective date January 1, 2019)

6.6 Neighborly Communication, Nuisance Education and Prevention

(a) The founding precepts of TSRA’s Restrictions include “the preservation of the character and benefits of the natural coastal environment for the present and future enjoyment of all who acquire property within The Sea Ranch.” All Owners, “by virtue of their interest and participation in The Sea Ranch, are entitled to the reasonable enjoyment of the natural benefits and surroundings of The Sea Ranch.”

(b) Toward that end, Owners and their guests, tenants, and lessees are responsible for avoiding “noxious or offensive” activities, doing or placing things that may constitute a “nuisance”, and other behaviors that engender “unreasonable embarrassment, disturbance, or annoyance to other Owners in their enjoyment of their private areas and commons.” See e.g. Restrictions Sections 3.02(e), 3.04(c), 3.05(e), 3.08(e), 5.05(a). For purposes of this Rule 6.6, all such conditions, actions, and activities are termed “Nuisances.”

(c) Whenever practical, neighborly communication is the preferred approach to resolving disputes. However, in the absence of such communication or a successful resolution, Nuisances may be enjoined and abated by the Association. Restrictions Section 9.02. Owners are liable not only for their own Nuisances but for those caused by their guests, tenants, and lessees (the “Responsible Owner”). Therefore, prior Owner education of all occupants regarding the importance of avoiding Nuisances is paramount.

(d) Owners who rent or lease their homes, whether directly or through an agent or manager and regardless of the rental period, shall assure that each tenant or lessee receives, prior to occupancy, the notices specified below. These notices shall be included in rental advertising, in rental terms or “House Rules”, in any management agreement, and shall also be posted within the rental premises. Approved interior placards bearing these notices are available to
Owners and rental agents and managers at the Association office.

6.6.01 Nuisances and Staff Determinations

(a) This Rule does not attempt to enumerate all possible Nuisances, which include but are not limited to those nuisances recognized by any TSRA Rule, Sonoma County ordinance, or California code (e.g. disorderly conduct, fire hazards, indecency, blight, barking/unleashed/dangerous/unsanitary animals, etc.). Certain recurrent activities and behaviors are particularly likely to constitute a Nuisance in the unique Sea Ranch environment, and are set forth in the following subsections.

(b) TSRA Office Staff or Security Staff (as appropriate) shall respond to Nuisance complaints as soon as practicable during working hours. If a nuisance complaint arises outside of working hours, it will be received the next business day. Persistent, emergency, or hazardous situations may be referred to the appropriate law enforcement or agency personnel.

(c) In evaluating Nuisance complaints, Staff may rely on credible witness reports, any photographic evidence or video or audio recording, as well as Staff’s own field observations when possible. Staff shall consider the following factors:

i. The character, timing, and duration of the condition, act, or activity;
ii. The proximity of the condition, act, or activity to other persons, residences, recreation areas, or facilities;
iii. Whether the condition, act, or activity is consistent or inconsistent with prevailing norms at The Sea Ranch of respectful, orderly, healthful, aesthetically consistent, or environmentally responsible behavior;
iv. Whether the condition, act, or activity may have adversely impacted Owner or TSRA property, lands, resources, or wildlife;
v. Whether the condition, act, or activity resulted from an Owner’s disregard or failure to supervise (e.g. animals, rentals, parties or social gatherings, false home or vehicle alarms, etc.);
vi. Whether any component of the condition, act, or activity was authorized by TSRA or agency permits or approvals; and
vii. Any extenuating circumstances, or emergency or hazardous conditions, that reasonably required, resulted in, or justified the condition, act, or activity.

Additional factors Staff shall consider for Nuisance Noise complaints:

viii. Whether the noise events occurred during Quiet Hours, which events are to be more strictly evaluated;
ix. The duration of the noise, and whether the noise is recurrent, intermittent, or constant; and
x. The loudness, intensity, and character of the noise compared to the natural background soundscape at the time. No decibel measurements are required for a Staff determination of Nuisance Noise.

Note: These review factors create no rights and guarantee no particular outcome; they serve to facilitate a fair consideration and balancing of TSRA and Owner interests and concerns.

(d) Staff shall determine, in light of all the above factors and in the exercise of its reasoned and reasonable discretion, whether any Owner’s reasonable enjoyment of the natural benefits and surroundings of his or her Sea Ranch lot(s), trails, and commons likely has been impaired. If so, the apparent violation of the Rule is subject to the resolution process described in Section 6.6.02 and these Rules.

6.6.02 Nuisance Abatement and Penalties

(a) When Staff determines that a Nuisance violation appears to exist, Staff shall attempt to abate and enjoin the Nuisance if and to the extent practicable, and as appropriate shall issue a notice of violation to the Responsible Owner. Notices of violation shall be in writing, shall document the review factors and determinations set forth in section 6.6.01, and shall refer the Responsible Owner to this Rule 6.6 and to the resolution and discipline processes set forth in Rules 2.3.02 and 2.3.03.

(b) Enforcement and review procedures are as set forth in Rules 2.3.02 and 2.3.03 (see also the summary flowchart at 2.3.03 “Attachment A”). Nuisance penalties are assessed on the
Responsible Owner per Rule 2.3 “Attachment C” at 2.3.02(b). Suspension of facilities privileges for the Responsible Owner, including his or her guests, tenants, and lessees, shall occur upon the third finding of Nuisance, per Rules 2.2, 2.3.02(b), and 3.1.02.

(c) The provisions of this Rule 6.6 are in addition to any other remedies and procedures that may be available per the TSRA Restrictions and Rules, or under law.

6.6.03 Noise Disturbances, and Required Notice to Tenants and Lessees

(a) Nuisance Noise: TSRA deems it a Nuisance to cause any loud or unnecessary noise within The Sea Ranch that disturbs the peace or repose of any neighborhood or causes disturbance or annoyance to any Owner of reasonable sensitivity residing, or engaged in recreation, within hearing of the noise (“Nuisance Noise”).

(b) Noise Sources: Nuisance Noise may consist of a single-event, recurring, or continuous sound, and arise from (without limitation) (1) noise emanating from the inside of a home to the outside; (2) unreasonably loud and disturbing outdoor social activity, pets, music, radios, digital devices, vehicles, machines, or equipment; and (3) exterior construction, maintenance, or landscaping activities. Nuisance Noise may occur during or outside of Quiet Hours.

(c) Exclusions: Nuisance Noise does not arise from: (1) Authorized, routine, or customary TSRA or private-party construction, maintenance, yard care, management, delivery, or refuse collection activities between 7 a.m. and 7 p.m. daily; (2) an emergency or emergency response, including power outages and restoration of utility service, rescue and medical services, and work necessary to protect persons or property from imminent threat or hazard; or (3) otherwise lawful activities of law enforcement, firefighting, and other public safety or government agency personnel.

(d) Quiet Hours: The Sea Ranch Quiet Hours are between 9 p.m. and 7 a.m. daily. Quiet Hours do not mean silence. However, Owners and their guests, tenants, and lessees are expected to exercise greater care to avoid creating Nuisance Noise during Quiet Hours. During Quiet Hours neither the Association nor private parties shall engage in routine construction, maintenance, yard care, or exterior management activities. Other activities must be respectful of neighbors.

(e) Rental Notice Requirements: Per Section 6.6(d) above, each tenant or lessee must receive the following notice prior to occupancy:

“The Sea Ranch Quiet Hours are between 9 p.m. and 7 a.m. every day. Always, and especially during Quiet Hours, please conduct your indoor and outdoor activities in a prudent and respectful manner that will not be disturbing to your neighbors. Violations are addressed by Sea Ranch Security (707-785-2701) or law enforcement. Rule 6.6.03 of The Sea Ranch Association.”

6.6.04 Drone Operation, and Required Notice to Tenants and Lessees

(including former Rule 3.2.04 - Resolution 423)

For purposes of this Rule, a “Drone” is defined as any powered, aerial vehicle (including its associated communication and control elements) that does not carry a human operator, and can fly autonomously or be piloted remotely. This Rule applies to a Drone whether it be expendable or recoverable, and whether or not it carries a payload, such as a camera or other recording equipment.

(a) Nuisance Drone Operation: Unauthorized private and commercial Drone flights anywhere on The Sea Ranch constitute a Nuisance and are subject to summary abatement.

(b) Drone flights by their very nature alter — and for many Owners diminish — the experience of the natural character, benefits, and surroundings of The Sea Ranch. The inherent possibilities for noise, distraction, accidents, and invasion of privacy are likely to engender unreasonable disturbance, annoyance, or embarrassment to Owners in their enjoyment of The Sea Ranch. Drone flights also may disturb sensitive wildlife and habitat; may pose hazards to the operation and security of The Sea Ranch Air Strip, water utility, and telecommunications facilities; and may impede firefighting activities. Failed Drone components may themselves ignite, and spark wildfires.

(c) For any and all of these reasons, private and commercial Drone flights at The Sea Ranch are inconsistent with the founding environmental
precepts legally prescribed by the TSRA Restrictions, namely the preservation of the character and benefits of the natural coastal environment for the present and future enjoyment of all who acquire property within The Sea Ranch. See the preamble of the TSRA Restrictions.

(d) Private and commercial Drone flights presumptively constitute a nuisance. See Restrictions Sections 3.02(e), 3.04(c), 3.05(e), 9.02(c). Owners, their tenants, and guests are prohibited from operating Drones over any private or common area of The Sea Ranch, at any time, other than for a shared community purpose that outweighs any nuisance, privacy, and safety concerns, upon application to and as solely determined and conditioned by the TSRA Community Manager, prior to the proposed Drone operation, and with notice to the membership.

(e) Excluded from the above prohibition is any Drone operation over The Sea Ranch pursuant to:

- Otherwise lawful activities of law enforcement, firefighting, and other public safety or government agency personnel.
- TSRA commons or resource management programs duly approved by the Board of Directors, as implemented and supervised by the Community Manager, with notice to the membership.

(f) Violation of this Rule, including Drone flights originating off TSR lands, whether operated by Owners, their tenants or guests, or third parties, is deemed a trespass and nuisance, and subjects the violator to all available remedies and financial penalties under the Restrictions, these Rules, and law and equity.

(g) Rental Notice Requirements: Per Section 6.6(d) above, each tenant or lessee must receive the following notice prior to occupancy:

“As a matter of fire safety and public health, smoking of any material by any means is prohibited on all TSRA-owned property, including common areas, trails, and facilities. At private homes, please take care not to allow secondhand smoke, vapor, or odor to disturb others on neighboring properties or commons. Violations are addressed by Sea Ranch Security (707-785-2701) or law enforcement. Rule 6.6.05 of The Sea Ranch Association.”

6.6.05 Smoking and Second-Hand Smoke, and Required Notice to Tenants and Lessees

(a) Nuisance Smoking: Carelessly discarded smoking materials are a cause of wildfires. Cigarette butts are a significant and persistent source of litter and do not biodegrade. Nor is there any risk-free level of exposure to secondhand smoke or vapor. TSRA therefore deems it a fire risk, a public health hazard, and a Nuisance to use or discard on The Sea Ranch any smoking material or paraphernalia, regardless of its content or form, in a manner that poses a risk of sparking a fire, creates litter, or subjects third parties to unwanted second-hand smoke, vapor, or odor.

(b) Prohibition of Smoking on TSRA Property: Smoking of any material by any means is prohibited on all TSRA-owned property, including common areas, trails, and buildings and recreational facilities.

(c) Smoking in Private Areas: In private areas, care should be taken so that people on neighboring properties or commons are not exposed to secondhand smoke, vapor, or odor.

(d) Rental Notice Requirements: Per Section 6.6(d) above, each tenant or lessee must receive the following notice prior to occupancy:

“The entirety of The Sea Ranch is a No-Drone Zone, including private lots and yards. Please leave your drones at home. Violations are addressed by Sea Ranch Security (707-785-2701) or law enforcement. Rules 3.2.04 and 6.6.04 of The Sea Ranch Association.”

6.6.06 Evening Light Pollution, and Required Notice to Tenants and Lessees

(a) Nuisance Light: Original design components of The Sea Ranch minimized evening light pollution, and TSRA continues to regulate exterior lighting as well as to monitor neighborhood impacts from unshielded interior light sources. Preservation of the
coastal natural night sky with minimal glare and sky glow is at once a key design objective, an environmental benefit, a boon for stargazers, and a reasonable expectation of Owners. TSRA therefore deems it a Nuisance to cause any unnecessary or unreasonable evening light pollution at The Sea Ranch, from any exterior or interior light source (“Nuisance Light”). Owners and their guests, tenants, and lessees are asked to consider (i) the effects of their nighttime lighting choices on the neighborhood; and (ii) when appropriate, re-directing or shielding interior light sources (including television or computer monitors, displays, and projectors), and/or closing blinds, shades, or curtains, as well as turning off exterior lighting when not using the illuminated area. Please also refer to the Design Manual and Rules Sections 6.13 and 8.4.3.

(b) **Rental Notice Requirements:** Per Section 6.6(d) above, each tenant or lessee must receive the following notice prior to occupancy:

“The Sea Ranch prizes and protects its coastal natural night sky. Excessive nighttime lighting can become a nuisance. To reduce transmission of inside light (including light from television and computer screens) to the outside, please consider shielding light sources and/or closing blinds, shades, or curtains as appropriate. Turn off exterior lighting when not using the illuminated area. Violations are addressed by Sea Ranch Security (707-785-2701) or law enforcement. Rule 6.6.06 of The Sea Ranch Association.”

6.6.08 Abandoned Property, and Required Notice

(a) **Abandoned Property Nuisance:** Any vehicle, aircraft, or other personal property remaining on TSRA-owned property for more than 21 calendar days after TSRA’s written demand to the owner for its removal (“Abandoned Property”) is deemed to constitute a trespass and nuisance.

(b) **Notice:** The 21-day notice period shall commence upon TSRA’s written “Notice of Belief of Abandonment” (“Notice”) to the owner or his or her agent. The Notice shall clearly identify the property and its last-known location, and notify the owner that he or she must remove the property within 21 days from the date the Notice is deposited in the mail. Notice shall be mailed according to current contact information on file with the Association (if a TSRA Owner), and the Association shall make at least one attempt at verbal communication. When practicable, the Notice shall also be affixed to the apparently abandoned property. If the owner of the property is not known or cannot be located, then Notice shall be published in the Santa Rosa Press Democrat or similar newspaper of general circulation, publication of which commences the 21-day notice period.

(c) **Exception for Public Welfare:** Any apparently abandoned property that in TSRA’s sole judgment poses a hazard or imminent threat to the public health, safety, or welfare may be disposed of in any manner TSRA deems appropriate at TSRA’s sole discretion, without the 21-day Notice described above or further process, and without liability to the owner of such property. TSRA shall nevertheless give timely notice to the owner (if known) upon any action taken.
(d) **Disposal of Abandoned Property:** Upon expiration of the Notice period, if any, Abandoned Property is subject to immediate sale, removal, destruction or other disposition by TSRA at its sole discretion, without further notice or process and without any TSRA liability for compensation to, or for subsequent claims by, the owner. If a TSRA Owner, any reasonable and necessary costs incurred by TSRA from the commencement of the notice period and relating to the disposition of Abandoned Property may be charged to the Owner as a “Special Assessment”, per Rule 2.3 “Attachment C” and TSRA Restrictions section 6.04.

---

**Rule 7.1 Maintenance of Driveways Across Commons**

The maintenance of driveways across Common areas which serve one or more lots shall be the responsibility of the Owners/users whose homes gain entrance from the driveways. Level of maintenance shall be that which will provide a way for safe and convenient passage by emergency vehicles. The Association shall make the judgment as to when maintenance is required, shall give thirty days notice to the affected Owners, and shall then perform, or caused to be performed, the necessary work. Costs shall be spread equally among the involved properties and billed as a special assessment.
Rule 7.2 The Sea Ranch Airstrip

7.2.01 Use of the Sea Ranch Airstrip The Sea Ranch Airstrip is owned by The Sea Ranch Association and is for the exclusive use of Association Owners, their family, guests, and lessees.

7.2.02 Facilities Unattended. No fuel, no Unicom. Announce intentions on Common Traffic Advisory Frequency 122.9 MHz.

7.2.03 Traffic Pattern Traffic Pattern is 1300 ft. MSL. Arrivals: Right-hand traffic to both runways. Departure or go-around from Runway 30: At end of runway begin a climbing left turn to 190°. Maintain heading to coastline. Departure or go-around from Runway 12: At end of runway begin climbing left turn to 100°. Call position on 122.9 MHz.

7.2.04 Prohibitions
   (a) No arrivals or departures between sunset and sunrise.
   (b) Landing is prohibited when another aircraft is on the runway.
   (c) Using the airstrip for landing practice is prohibited.
   (d) Low flying is prohibited. Federal Aviation 91.79(c) is strictly enforced: “Except when necessary for takeoff or landing, no person may operate an aircraft . . . closer than 500 feet to any person, vessel, vehicle, or structure.”

7.2.05 Violation Reporting Observed violations of the Airstrip Regulations or Federal Aviation Regulations may be reported to TSRA Security or to the FAA.

7.2.06 Aircraft Security Aircraft are left at the risk of the owner/pilot. A valid TSRA Vehicle Identification Pass must be displayed in one of the aircraft’s left front windows.

7.2.07 Requirement for Briefing First-time arrivals are required to obtain a briefing on the airstrip environment prior to obtaining permission to land. Briefing materials may be obtained at the Association office.

7.2.08 Parking Restrictions
   (a) Only those vehicles belonging to an Owner who owns an aircraft may be parked and left at the airport.
   (b) All such vehicles must display an appropriate identification (decal or hangtag).

Parking of vehicles shall be limited to a maximum of 14 consecutive days.
Rule 7.3 Central Timber Production Zone (TPZ)

The Central TPZ will be maintained as an open space for the benefit of TSRA Members, and all activities and development thereon shall be compatible with this objective.

7.3.01 Motorized Equipment Prohibited Motorized vehicles are prohibited in the TPZ, except:

(a) Firefighting and rescue vehicles and equipment.
(b) The Sea Ranch Water Company maintenance equipment.
(c) TSRA Security and maintenance vehicles.
(d) Vehicles and equipment associated with implementation of an approved Nonindustrial Timber Management Plan (NTMP).

7.3.02 Prohibited Uses All uses not expressly permitted by this rule are prohibited, including without limitation, the following prohibited uses:

(a) Camping.
(b) Cutting or gathering of wood except in connection with an approved NTMP.
(c) Cutting trees except that TSRA may remove or prune trees in connection with an approved view maintenance or restoration program, an approved NTMP, or an approved fire management program.
(d) Smoking.
(e) Building fires, except that TSRA may build fires in connection with an approved fire management program.
(f) Bicycling, skateboarding, and roller-skating (except as provided for in section 7.3.03 hereof).

7.3.03 Permitted Uses The permitted uses are:

(a) Hiking and horseback riding on designated trails.
(b) Bicycling on fire access trails that are designated for bicycling.
(c) Picnicking.
(d) Timber harvesting in connection with an approved NTMP.
(e) Grazing in connection with an approved fire management program.

Rule 7.4 Repealed February 22, 2020
See Rule 3.2
Rule 7.5 Policy on Use of Commons

7.5.01 Purpose of Policy This policy is adopted to implement the purposes of The Sea Ranch Covenants, Conditions and Restrictions (CC&Rs) as stated in the preamble to that document:

(a) To perpetuate . . . the rich variety of this rugged coastal, pastoral and forested environment for the benefit of all who acquire property within The Sea Ranch,

(b) To insure the full enjoyment . . . of the area for all who acquire property therein and yet encourage controlled diverse individual expression within the environment, and to foster beneficial land use which retains the unique beauty of the land and creates an atmosphere enriching the spirit of the participants.

Use of Commons must be conditioned by the premise that The Sea Ranch is a private residential community with an immutable commitment to the preservation of the natural environment. Each Owner, by acceptance of the CC&Rs, acknowledges that there are limits placed on use, and that, while Owners have a nonexclusive right to use of Commons pursuant to the CC&Rs, compromise must be made between use and preservation.

7.5.02 Universal Provisions This policy applies to all Common lands, roads, and facilities of The Sea Ranch except the meeting facilities at the Ohlson Ranch Center, the meeting facilities at the Del Mar Center, and the Knipp-Stengel Barn.

Users of Commons should respect privacy rights of property Owners adjacent to Commons, and individual property Owners should respect TSRA Members’ rights to enjoy and use Commons.

All events on Commons must have a TSRA sponsor.

All TSRA rules and regulations apply to any Association, public or individual use of Commons.

The Association may hold events on Commons subject only to requirements as imposed from time to time by the Community Manager or the Board of Directors.

7.5.03 Policy Pertaining to Public Use of Commons

For the purposes of this policy, public use will be defined as any gathering of Members and/or guests that involves 15 or more persons.

Members will notify the Community Manager or his/her designee, on a form provided by the Association, of any planned event as defined by this policy. Such notification will occur not less than 90 days prior to the event. Exceptions to this time limit may be made only when unforeseen circumstances make it impossible to schedule an event within that time frame.

The Community Manager will determine whether, in her/his judgment, the event has the potential to:

“Injure or scar the common area or the vegetation thereon, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their private, restricted areas, or in their enjoyment of common, restricted common project areas.” (CC&Rs, Section 3.05(e).)

If the Community Manager determines that a proposed public use has such potential, s/he shall exercise her/his authority to require specific mitigations, which may include but are not limited to: parking control, limitation on the number of guests or participants, movement of the event to another location or another date, or outright denial of permission to hold such an event.

In determining whether a proposed event is an appropriate use of Commons, the Community Manager will consider the following:

(a) Frequency, timing, and location of the event

(b) Proximity to homes

(c) Impact on traffic and parking

(d) Potential environmental impacts, including fire danger and trash or litter potential

(e) Public safety

(f) Sound/noise

(g) Purpose and benefits, or beneficiaries, of the event.

7.5.04 Policy Pertaining to Individual Use of Commons

To protect the natural character of Commons, Members and their guests are encouraged to access Commons and beaches by using designated trails and stairways.

Except in sensitive areas designated for protection, Members and guests may access Commons off trails, provided that such use is incidental and non-repetitive and does not cause material damage to the area or accelerate erosion.

Members and guests may access beaches and the ocean across Commons, provided that such access is made without the use of ropes, anchors, or other climbing devices; does not materially injure or scar the bluffs; and does not contribute to erosion of the bluffs or trails.

April 2016
Rule 8.1 Use of Common Area for Septic Systems

Reservation and use of Common area for private septic systems shall be subject to prior written permit from The Sea Ranch Association, and said permit shall set forth the terms and conditions required for the issuance thereof. Owners may request said permit upon submittal of negative percolation test results on the Owner’s private lot and positive percolation test results on Common area, and upon finding by the Association that satisfactory restoration of percolation test areas has been completed.

8.1.01 Monitoring Innovative Septic Systems In order to facilitate the granting of permits by the County of Sonoma to individual landowners at The Sea Ranch, employees of the County of Sonoma Public Health Service and employees of the North Coast Regional Water Quality Control Board have permission to enter onto The Sea Ranch Common areas for the purpose of inspecting and monitoring innovative sewage disposal systems on the Common areas (including observing, testing, sampling, placing and removing of test devices), and evaluating and monitoring the innovative sewage disposal systems. The inclusion of this provision in the Rules of The Sea Ranch Association is a condition of granting and renewing every permit for an innovative septic system on a Common area. The County of Sonoma is a third party beneficiary of this rule. Should the rule be amended or deleted without written consent of the Sonoma County Health Officer, every such permit shall be void and of no force or effect.
Rule 8.2 Regulating Owners’ Use of Common Area for Subsurface Sewage Disposal
Resolution 249

8.2.01 Consonant with its duty to maintain the Common area, the Association shall regulate the Owners’ use of Common area for underground sewage disposal as herein set forth so as to:
(a) Minimize the impact of sewage disposal on the Common area;
(b) Maximize the Common area’s long-term sewerage carrying capacity;
(c) Protect the right of each Owner of a non-sewered lot to use the Common area whenever an acceptable on-site alternative has not been identified; and
(d) Preserve the benefits of The Sea Ranch for all Owners.

8.2.02 There hereby is formed the Project Review Committee (“PRC”) consisting of the Director of Works, the Director of Zone Operations, and the Director of Compliance and Environmental Management. Consultant in attendance shall be a Civil Engineer. In addition, a member or past member of the Utilities Committee shall attend each meeting of the PRC. The PRC shall report to the Community Manager.

8.2.03 The PRC shall be responsible for the management of the Common area for sewage disposal use of Owners so as to:
(a) Protect the correlative right of each Owner of a non-sewered lot to use the PRC pre-approved Common area for such purpose, subject to a policy preference for an on-site placement of subsurface sewage disposal;
(b) Protect the beauty and environment of the Commons; and
(c) Protect the rights of all Owners to the exclusive equal use of the Common area.

8.2.04 In furtherance of its responsibilities, the PRC shall review and approve Owners’ applications for underground sewage disposal systems as set forth in The Decision Tree and The Sea Ranch Association Submittal Procedure for Construction of Leachfield Systems on Commons attached hereto as Exhibit 1 and 2, of this resolution.

“Exhibit 1”
Commons Management – The Decision Tree
“Exhibit 2”

SUBMITTAL PROCEDURE FOR
CONSTRUCTION OF LEACHFIELD SYSTEMS ON COMMONS
(Steps are to be performed in sequence)

1.0 Temporary Reservation for Use of Common Area for a Primary or Future Expansion Leachfield

Prior to conducting any percolation tests, the property Owner or his agent shall obtain a Percolation Test Permit from the Design, Compliance and Environmental Management department. Payment of a non-refundable fee in the amount of $180, and a refundable percolation test deposit in the amount of $250 are required. Percolation tests shall first be conducted on-lot; however, if on-lot percolation tests fail, with prior approval of the Director of Design, Compliance and Environmental Management, the applicant may conduct percolation tests on locations on Commons pre-approved by the Project Review Committee. Tests on Commons shall require an Encroachment Permit and may require an additional deposit. Upon satisfactory restoration of all test areas, the percolation test and any Encroachment Permit deposits will be refunded.

1.1 Upon completion of satisfactory percolation test results, submit an application for Temporary Reservation of Common area for leachfield, signed by the current property Owner.

1.2 Submit copies of all available site information relative to percolation tests and other related soils information for the subject lot.

1.3 Submit a letter of verification stamped and signed by a state licensed Engineer or Registered Environmental Health Specialist, that all sewage disposal requirements for a dwelling cannot be accomplished anywhere on lot and that an investigation of all such possibilities has been exhausted and that a Commons area reservation will be necessary for a primary and/or expansion leachfield.

1.4 Submit copies of all available site information relative to percolation tests and other related soils information for the Commons area upon which a Temporary Reservation is requested.

1.5 Submit a vicinity map showing the location of the subject lot, proposed transmission line route, and location of proposed reservation area on Commons in relation to surrounding lots, roads, trails, drainages, other utilities, existing leachfields or existing approved Commons reservations.

The application and accompanying documentation will be received and reviewed by the Design, Compliance and Environmental Management staff for completeness, and referred to the Project Review Committee and Design Committee who shall decide whether or not to grant a Temporary Reservation.

A Temporary Reservation, if granted, shall expire if requirements for a Provisional Permit (see requirements below) have not been met within six months after date of issuance of said reservation.

2.0 Provisional Permit for the Use of Common Area for a Primary or Future Expansion Leachfield

2.1 Submit a signed Permit/Application to use Common area for Leachfield Construction and Operation.

2.2 Submit two copies of Preliminary Septic System Plans, including a drawing of the proposed transmission line route. A review fee of $720 is required with this submittal.

2.3 Staff will review the Preliminary Septic System Plans following which the Owner will be advised to revise and resubmit preliminary plans or to proceed with Final Plans.

2.4 Upon approval of preliminary septic plans, submit two copies of Final Septic System Plans, stamped and signed by the preparing designer/engineer, including a final drawing of proposed sewage effluent transmission line route.

2.5 Submit two copies of a legal (metes and bounds) description, stamped and signed of the proposed leachfield area, and transmission line route with Final Plans.
2.6 Obtain Preliminary Design approval for proposed building construction from TSRA Design Committee.

2.7 Following staff review, if the proposed septic system plans are approved, the Owner will be granted a Provisional Permit. A deposit amount for encroaching onto Commons will be specified.

2.8 Provisional Permit shall expire if requirements for Permanent Permit (see requirements below) have not been met within three years or date of expiration of Sonoma County “vesting certificate,” whichever occurs first.

3.0 Permanent Permit for Use of Common Area for a Primary or Future Expansion Leachfield

3.1 Obtain Final Design approval for proposed building construction from TSR Design Committee.

3.2 Obtain Construction Compliance Permit for proposed building construction (a Construction Compliance deposit in the amount of $10,000 is required).

3.3 Obtain an Encroachment Permit for all work to be performed on Common area (an Encroachment Permit deposit amount to be determined, plus $240 fee are required).

4.0 As-Built Drawing Requirements for Leachfields and Effluent Transmission Lines Constructed

4.1 Following completion of construction of leachfields, effluent transmission lines, or any other improvements to the satisfaction of Sonoma County and TSRA, “as-built” drawings, prepared, stamped and signed by the state licensed designer/engineer of record, shall be submitted to TSRA as permanent file records of those improvements. Said “as-builts” in an acceptable form, along with a letter of verification of completion in compliance with approved drawings from the state licensed designer/engineer, shall be received prior to release of the Encroachment Permit deposit. A copy of the certificate of final County approval of the installation shall be attached.

4.2 If all work has been completed in compliance with the original plans previously submitted and accepted by TSRA, “as-builts” will not be required; however, in place of “as-builts,” a signed and stamped verification letter from the state licensed designer/engineer shall be submitted certifying said substantial compliance and approval by the County.
Appendix

RULE 1 MANAGEMENT

Rule 1.1 Procedural Guidelines for Election of Directors
Resolution 91
Adopted by the Board of Directors on October 28, 1995; Amended June 24, 2000 and December 8, 2007

Rule 1.2 Guidelines for Election of Directors
Resolution 254
Adopted by the Board of Directors on December 10, 2005

Rule 1.3 Garage/Yard Sales
Former Rule 13.00 (13.01 – 13.04)

RULE 2 GENERAL ADMINISTRATION

Rule 2.1 Assessment Collection Policy
Adopted by the Board of Directors on December 9, 1998;
June 25, 2005, and October 26, 2013; Amended by Resolution 392 on April 26, 2014;
Amended by Resolution 438 on December 10, 2016

Rule 2.2 Suspension of Member Privileges
Former Rule 10 (10.01 – 10.05); amended August 25, 2018 (effective date January 1, 2019)

Rule 2.3 Policy and Procedures for Enforcement of Governing Documents
Adopted by the Board of Directors April 27, 2002; Amended by Resolution 224 on February 26, 2005,
by Resolution 320 on June 25, 2011, revised on October 26, 2013, and by Resolution 392 on April 16, 2014;
amended August 25, 2018 (effective date January 1, 2019)

Rule 2.4 Policy for Use of Sea Ranch Mailing List
Resolution 261
Adopted by the Board of Directors on February 25, 2006
Policy Replaces Administrative Policy Created August 6, 1991 and Revised December 11, 1996,
September 3, 1998; Revised by the Board of Directors on February 25, 2006

RULE 3 RECREATION

Rule 3.1 Use of Sea Ranch Facilities
Former Rule 2 (2.01 – 2.06), amended October 22, 2016; amended August 25, 2018 (effective date January 1, 2019)

Rule 3.2 Use of Recreational and Public Recreational Facilities
Former Rule 8 (8.01 – 8.03), amended on February 22, 2020

Rule 3.3 Policy: Boat Launch Access Trail – Unit 24
Former Rule 11 (11.01)

RULE 4 GOVERNMENT LIAISON

Rule 4.1 Guideline for Board of Directors Action Upon Lot-Split Proposals
Resolution 157
Adopted by the Board of Directors on April 22, 2000; Revised December 16, 2000

Rule 4.2 Lot Consolidation Policy and Procedure
Revised by the Board of Directors on June 23, 1991 and August 25, 2001; Revised by Administration

Rule 4.3 Temporary Incursions onto The Sea Ranch Commons
Resolution 270
Adopted by the Board of Directors on February 24, 2007

Rule 4.4 Procedure for Considering Requests for Variances from the Restrictions or The Sea Ranch Design Manual and Rules
Resolution 15, Adopted by the Board of Directors as Resolution 40 on May 16, 1987 and Amended on December 9, 1989, March 8, 1992, and April 28, 2007; Amended by Resolution 392 on April 26, 2014

Rule 4.5 Parcel Conformance Review
Adopted by the Board of Directors on April 23, 2016 (effective Date: January 1, 2017)
RULE 5 COMMUNITY DEVELOPMENT

Rule 5.1 Fire Safety
Former Rule 1 (1.01.01 – 1.05)

Rule 5.2 Policy and Procedures for Fuels Management Program Appeals for Private Lots
Adopted by the Board of Directors on June 22, 2002

RULE 6 SECURITY

Rule 6.1 Traffic Regulation and Control
Former Rule 3 (3.01 – 3.07); Amended by the Board of Directors on April 23, 2011

Rule 6.2 Trapping and Shooting Prohibited
Former Rule 4

Rule 6.3 Pet Dogs
Former Rule 6 (6.01 – 6.05)

Rule 6.4 Home Office on Private Areas
Resolution 148
Adopted by the Board of Directors on February 27, 1999; Amended by the Board of Directors on April 23, 2011

Rule 6.5 Trespass Policy
Resolution 249
Adopted by the Board of Directors on December 10, 2005

Rule 6.6 Nuisance Prevention, Abatement, and Penalties
Adopted by the Board of Directors on August 25, 2018 (effective date January 1, 2019), former Rule 3.2.04 subsumed into this Rule February 2020 by administrative action

RULE 7 FACILITIES AND RESOURCES

Rule 7.1 Maintenance of Driveways Across Commons
Adopted by the Board of Directors on October 28, 1979

Rule 7.2 The Sea Ranch Airstrip
Former Rule 5 (5.01 – 5.08)

Rule 7.3 Central Timber Production Zone (TPZ)
Former Rule 12 (12.01 – 12.03)
Adopted by the Board of Directors as Resolution 62 on October 23, 1993; Amended on December 4, 1993; and By Resolution 400 on August 23, 2014

Rule 7.4 - Repealed February 22, 2020
See Rule 3.2

Rule 7.5 Policy on Use of Commons
Adopted by the Board of Directors on June 19, 1999

RULE 8 UTILITIES

Rule 8.1 Use of Common Area for Septic Systems
Former Rule 7 (7.01 Monitoring Innovative Septic Systems)

Rule 8.2 Establishing Rules Regulating Owners’ Use of Common Area for Subsurface Sewage Disposal
Resolution 106
Adopted by the Board of Directors on June 28, 1997; Revised on October 28, 2000

Note:
MORATORIUM ON SATELLITE DISH INSTALLATIONS
Former Rule 9
Expired on July 1, 1987 and is no longer included as a Rule

Photography
Jeanne Gadol
Duane Gordon
Hall Kelley
Bill Lange
Scott Simpson/ West of One
Richard Whitaker

August 2018