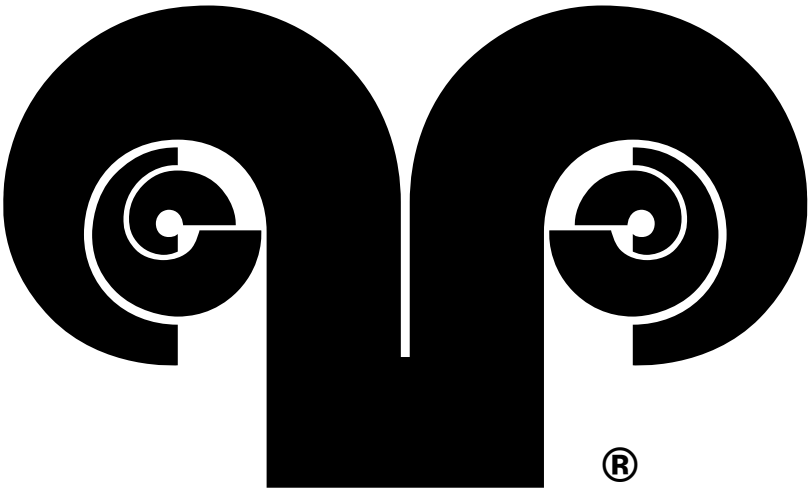
The Sea Ranch

Rules



Most Recent Publication: October 25, 2025

As Revised by the Board of Directors:

- *April 23, 2016 (adding new Rules 3.2.04 and 4.5)*
- *August 27, 2016 (amending Rule 4.2.06)*
- *October 22, 2016 (amending Rule 3.1)*
- *December 10, 2016 (amending Rule 2.1)*
- *August 24, 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)*
- *February 22, 2020 (amending Rule 3.2, repealing Rule 7.4 and subsuming former Rule 3.2.04 into existing rule 6.6.04),*
- *June 27, 2020 (amending Rule 3.3)*
- *October 24, 2020 (amending Rule 7.3)*
- *February 27, 2021 (amending Rules 1.2 and 2.4)*
- *September 18, 2021 (amending Rules 2.3, 3.2.03, and 6.6)*
- *December 11, 2021 (subsuming former Rule 1.1 into amended Rule 1.2 and amending Rule 2.4)*
- *January 4, 2022 (subsuming former Rule 1.3, Garage/Yard Sales, into amended Rule 6.7)*
- *November 14, 2022 (amending Rule 3.1.05)*
- *December 10, 2022 (amending Rule 3.3.04)*
- *February 25, 2023 (amending Rule 1.2.1(b))*
- *February 24, 2024 (amending Rule 2.3 - Attachment A and Rule 7.2)*
- *October 26, 2024 (amending Rule 1.2)*
- *April 26, 2025 (amending Rule 7.2)*
- *October 25, 2025 (amending Rule 1.2, amending Rule 2.3 - Attachment A)*

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ELECTION AND VOTING RULES

The Sea Ranch Association is a California Community Association and is governed by the Davis-Stirling Common Interest Development Act, as well as the Corporations Code, and the Association's Governing Documents, which include the Declaration of Restrictions, Covenants, and Conditions ("the Declaration"), the Bylaws, Articles of Incorporation, and the Rules.

California law mandates certain procedures that must be followed in an association election and other member votes. These statutory provisions supersede any conflicting provisions of the Governing Documents and must be followed during the election and voting process. The purpose of these Election and Voting Rules ("Election Rules") is therefore to set forth the rules that must be followed to comply with applicable authorities and ensure a fair election and voting process.

For each vote or election, Association staff, in concert with the Community Manager and/or the Inspector of Elections, shall create, manage and facilitate a timeline for the election process. This election timeline shall include detail as to the use of Association Media for campaign purposes, such as the distribution of candidate statements and hosting candidate forums.

1.2.1. MEMBER VOTING GENERALLY

1.2.1(a) <u>One Ballot per Lot</u>. On each matter submitted to a vote of the Members, each Member shall be entitled to cast one ballot for each Lot owned by such Member. The term Member is the same as the term Owner. When more than one (1) person owns an interest in a single Lot, any ballot cast by a single Member shall be deemed the authorized ballot for that Lot. If more than one ballot is received for a Lot, the first ballot received shall be counted and no subsequently received ballot shall be recognized. If a Member owns more than one Lot in the Association, the Member should submit a separate ballot for each such property owned.

1.2.1(b) <u>Who Votes</u>.

- <u>Individual Owners</u> (Members)
- <u>Trustee Owners</u>: Only one of the Trustees of a Trust that owns a Lot may vote.
- <u>Corporate Owners</u>: Entities (such as corporations or partnerships) must appoint and identify in writing an authorized individual to cast a vote.
- <u>Proxy-Holders</u>: Proxy voting is not permitted except for quorum purposes. See Bylaws, Article II, Section 2.03 and 2.06, Article III, Section 3.02 (b), and Article VIII, Section 8.04.
- <u>Power of Attorney ("POA")</u>: After confirmation of the POA authority and ballot, the appointed POA may vote on behalf of the Member. The POA authority stops upon death of the Member.
- <u>Deceased Owner(s)</u>: Counsel may be consulted to address circumstances related to Estates, Executors etc.

1.2.1(c) <u>Cumulative Voting</u>. The Association's Governing Documents permit cumulative voting. (See Declaration, Section 5.03).

1.2.1(d) <u>Voter List</u>. The Association shall generate and update a Voter List separate from the general Membership list. The Voter List shall be updated prior to each election and include the following information:

- Member's name.
- Voting power, such as Powers of Attorney or Entity/Owner Representatives (if any).
- Physical address of the voter's separate interest and/or the unit, block, and lot number.
- The mailing address for the ballot if different from the physical address of the separate interest or if only the unit, block, and lot number is used.

1.2.1(e) <u>Ballots and Meetings</u>. When a question is put to a vote of the Members, if required by law, direct ballots by mail shall be used. The four subjects that require double envelope (i.e., "secret") 30-day mail in balloting are: Election/ Recall of Directors, Assessment decisions legally requiring a member vote, Governing Document amendments, and grants of exclusive use of Common Area (see Civil Code §5100(a)(1)). The ballots should be accompanied by information about the matter, as well as notice of a meeting at which time ballots will be counted. The voting period may be extended by subsequent notice if necessary to ensure member participation. As to voting subjects not covered by law (or

these Election Rules), the Board may use these or other reasonable procedures that best fit the circumstances of that particular vote, or that may otherwise be required by the Governing Documents.

1.2.1(f) Quorums. The Governing Documents, the Davis-Stirling Act, or other provisions of law may specify a quorum for Member approvals, and the applicable quorum will be included in the voting materials sent to members.

1.2.2. COMMON TYPES OF VOTES GOVERNED BY THESE RULES

1**.2.2(a) Election of Directors**. The Association shall hold an election for a seat on the Board of Directors at the end of the corresponding Director(s)' term. The quorum for the election of Directors pursuant to the By-Laws, Article II, Section 2.06, is one-third of the voting power of the members. Thereafter, the candidates receiving the largest number of votes will be elected. See also Section 5.1 below regarding uncontested elections and acclamation.

1.2.2(a)1 Nominations. At least 30 days before the close of nominations, the Association shall provide General Notice of the upcoming Election and the procedure for nominating candidates. A Member may self-nominate. Nominations will close as announced by the Board. Shortly after the close of nominations, ballots with all qualified candidates' names included will be prepared and delivered to Members. There shall be no write-in candidates.

1.2.2(a)2 Candidate Qualifications. A Member may be a candidate for the Board as long as:

- The Candidate is a natural person and a Member of the Association.
- In the case of ownership by a Trust, the Candidate is the single Trustee identified on title, or in the case of multiple Trustees named on title, only one of the named Trustees.
- If title is held by an entity that is not a natural person, Civil Code Section 5105(b)(2) provides that the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of this article.
- If title is held by an entity with a single owner, such as a single member Limited Liability Company, that single owner may be a candidate for the Board. For other entities that may wish to appoint a representative to serve on the Board, counsel should be consulted.
- The Candidate is not a co-owner of a Lot with a concurrently serving director or with another candidate.
- The Candidate does not have a criminal conviction that either prevents the Association from purchasing, or results in the termination of, the required fidelity bond coverage should the person be elected.
- The Candidate is not delinquent in the payment of regular and special assessments, unless the Candidate has (i) paid under protest, (ii) entered into a payment plan, or (iii) was not offered Internal Dispute Resolution (IDR) by the Association.

1.2.2(b) Recall of Directors. The recall of one or more Directors is addressed in the Corporations Code §7222, the Bylaws, and/or Civil Code §§5100-5130.

1.2.2(c) Assessment Decisions. The approval of a majority of a quorum of Members is required for the Board to raise regular Assessments or impose a Special Assessment above certain prescribed amounts, as set forth in Civil Code §5605, which provides that the approval of a majority of a quorum of the voting power of the Association must approve (i) a regular assessment that is more than 20 percent greater than the regular assessment for the association's preceding fiscal year, and/or (ii) impose special assessments which in the aggregate exceed 5 percent of the budgeted gross expenses of the association for that fiscal year. For purposes of this section, a quorum is specifically defined as more than fifty percent (50%+) of the Voting Power of the Association.

1.2.2(d) Governing Document Amendments. Should the Association desire to amend its Articles of Incorporation, Bylaws and/or the Declaration of Covenants and Restrictions ("Declaration"), the text of the proposed

amendment(s) shall be delivered to the Members with the ballot. Quorum participation and/ or the number of votes necessary to pass will be indicated on the ballot and/or in the ballot material.

1.2.2(e) Grant of Common Area Exclusive Use. The Sea Ranch subdivision maps and Governing Documents identify areas of ownership and control. If approval of Members is required for the Association to grant exclusive use of an area that would otherwise be Common Area, then the voting process in these rules shall be used.

1.2.2(f) Other Issues. At the discretion of the Board, any issue presented to the Members for a vote may be conducted using the secret double-envelope process described in these Rules.

1.2.3. CAMPAIGNING

1.2.3(a) Association Media.

1.2.3(a)(i) Equal Access. In the context of an election or other vote, if Association media or Common Area access is provided to candidates or Members advocating a point of view, all are to be treated equally with respect to such opportunities to communicate with Members. This would apply to campaign related information that is delivered through Association channels, such as via the website, the Bulletin, or emails or mailers. Where equal access is required, the Association shall not edit or redact content from these communications but may include a statement specifying that the candidate or Member, and not the Association, is responsible for that content. The Association is not required to offer communication opportunities to candidates or Members advocating a point of view; however, if such a benefit is offered to one candidate or Member, the same opportunity must then be offered to all.

1.2.3(a)(ii) Candidate Statements. In order to encourage civility and uniformity in campaigning for election to the Board of Directors, the Association shall establish a process and timeline to solicit and deliver to the Members at least two candidate statements during the election cycle. The first candidate statement shall be delivered as soon as practical after nominations have closed, and the second candidate statement shall be provided with the ballot package that is delivered to the members for the election. Reasonable restrictions on the size and format of the candidate statements may be established to ensure all candidates are treated equally.

1.2.3(a)(iii) Candidates' Forums. Candidates may participate in informal events hosted by community members or groups as part of their campaign, with the understanding that such events are member operated, and are not affiliated with or hosted by The Sea Ranch Association.

1.2.3(a)(iv) Paid Advertising in The Sea Ranch Association *Bulletin* by candidates or others supporting a candidate or advocating a position shall not be permitted.

1.2.3(b) Campaign Signage. Signage, flyers, and other campaign related material shall not be posted in or on Association owned or controlled common area or common facilities or property unless expressly authorized by the Association. Campaign signs are permitted on private property (lots owned by a member) within The Sea Ranch with the owner's express permission. Any election related signage must also comply with any and all ordinances or regulations adopted by local authorities with jurisdiction.

1.2.3(c) Membership List. Members are entitled to request the official Membership List for communications reasonably related to the requestor's interests as a member, including elections or votes of the membership. The Membership List may not be used for purposes excluded by Corp. Code Section 8338. A member may opt-out of sharing that member's information by notifying the Association, and the Association will notify members of that right. Additionally, while the Association does or may maintain other member contact lists for a variety of purposes, those lists are not available to the members and shall not be shared or harvested and used for campaign purposes.

1.2.3(d) Common Areas. In accordance with Civil Code §4515, as it may be amended from time to time, members and residents may peacefully assemble and freely communicate with one another and with others with respect to common interest development living or for social, political, or educational purposes, including an election or vote governed by these Election Rules. This right includes the right to use the common area, including the clubhouse, for such assembly

when the facilities are not otherwise in use. The Association shall not require payment of a fee or a deposit, or require that liability insurance be provided by the member, as a condition of such use.

1.2.4. INSPECTOR OF ELECTION

1.2.4(a) To oversee and monitor the logistics of balloting and other voting matters, The Sea Ranch Association is required to appoint one or three individuals to serve as Inspectors of Election. The role of an Inspector of Election is to process and count ballots, monitor the tabulation to assure confidentiality for voters, and to resolve any uncertainties during the process. Because the most common practice at The Sea Ranch Association is to use a single outside Inspector of Elections, the singular is used herein.

1.2.4(b) The Inspector of Elections must be an independent third party. Those not qualifying as independent include a member of the Board or a candidate, or an immediate family member or co-owner of a Board member or candidate. Also not qualifying are any persons employed or retained by the Association for any work except for the specific task of serving as an Inspector of Elections. The Inspector may appoint and supervise additional persons to assist with the count and tabulation of ballots, provided they too are Independent Third Parties.

1.2.4(c) The Inspector of Elections shall perform their duties impartially, in good faith, to the best of their ability, as expeditiously as is practical, and in a manner that protects the interest of all Members of the Association. If there are three Inspectors of Election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the Inspector of Elections (such as the tabulation of ballots) is prima facie evidence of the facts stated in the report.

1.2.4(d) The Inspector of Election is responsible for assuring that the sealed ballots are received and processed properly. Once a ballot is received, it is irrevocable. The Inspector of Elections, or the individual or individuals designated by the Inspector, shall verify the Member information on the outer envelope prior to or at the meeting at which ballots are tabulated. The validated sealed envelopes shall not be opened until the meeting at which the tabulation is to occur. After publication of the tabulated results of the election, the Inspector shall direct and control the storage of the Election Materials for a period of 12 months. Thereafter, custody shifts to the Association.

1.2.4(e) The Inspector of Elections shall do all of the following:

- Determine the number of memberships entitled to vote and the voting power of each.
- Determine the authenticity, validity, and effect of proxies, if any.
- Receive ballots.
- Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote, consistent with the Rules and applicable law, including the discretion to determine that a challenge is not within the Inspector's duties, and therefore will not be heard.
- Determine when the polls shall close, consistent with the governing documents.
- Take such other actions that are consistent with law and these Rules to ensure fairness in the election process.

1.2.5. VOTING PROCEDURES

1.2.5(a) Timing. The Inspector of Elections and/or Sea Ranch Association staff shall establish a timeline for the election of Directors or other vote of the members, subject to Board approval.

1.2.5(b) Appointment of Inspector(s) of Election. At least 60 days prior to an Election, The Sea Ranch Association should select and appoint the Inspector of Elections.

1.2.5(c) Nominations. At least 30 days before any deadline for submitting a nomination, the Association shall provide General Notice of the procedure and deadline for submitting a nomination.

1.2.5(d) Voter List Solicitations. Annually, the Association must solicit Member contact information to keep the Membership List updated. In addition to the Membership List the Association must maintain a Voter List. While there may be overlap between the Membership List and the Voter List, they are two distinctly different lists, and an accurate Voter List shall be maintained for each election or vote.

1.2.5(e) Verification of Voter Information. At least 30 days before the ballots are distributed, the Association shall permit Members to verify the accuracy of their individual information on a Voter List. The Association or Member shall report any errors or omissions on the Voter List to the Inspector of Elections and/or designated individual assistant, typically staff, who shall make corrections to the Voter List. If there are any Powers of Attorney or Entity/Owner Representatives who will be casting ballots, these must be identified on the Voter List and appropriate documentation provided to the Association in this time frame.

1.2.5(f) Balloting Information. At least 30 days before ballots are distributed, the Association shall provide General Notice of the following:

- The date and time by which ballots are to be returned (by mail or hand delivery) to the Inspector of Elections and/or designated individual or firm (e.g., independent accountancy firm);
- The address where ballots are to be returned; and
- The list of all candidate names that will appear on the ballot.

Individual Notice shall be used for any Member who has requested Individual Notice. The Inspector of Elections shall coordinate with The Sea Ranch Association staff regarding these details.

1.2.5(g) Mail-in Ballots. Not less than 30 days ahead of the Election, the Association or the Inspector of Elections shall deliver to every member by first class mail, electronic transmittal (if permitted) or hand delivery, secret ballot voting material, including ballots, voting instructions, explanatory material, and candidates' statements. Prior to opening the received ballots, the Board may reasonably extend the voting period to achieve greater Member participation in reaching quorum requirements (if applicable) or to amend the Declaration or take other actions which may require approval of a significant percentage of Members. Only the Official Ballot form generated by the Association or the Inspector of Elections will be counted. The ballot material shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:

- A ballot or ballots shall be provided along with two preprinted envelopes, and instructions as to how ballots are to be returned. The larger of the two preprinted envelopes will be used to return the completed ballot by first class mail. An option of hand delivering a ballot to a secure ballot box may also be provided.
- The ballot itself is not signed by the voter and the voter may not be identified by name, address, or unit and lot number on the ballot itself.
- After marking the ballot, it is to be inserted into the smaller of the two preprinted envelopes and the envelope is sealed. This envelope is inserted into a second envelope that is also then sealed. In the upper left-hand corner of the second, outer envelope, the voter prints and signs his or her name, and verifies the accuracy or otherwise indicates the address and the unit and Lot number that entitles the Member to vote. Note that an outer envelope received without a Member signature will not be counted (unless a signature is added prior to the tally of the ballots).
- The second outer envelope is addressed to the Association to a location to be designated by the Inspector of Elections. The envelope may be mailed and/or delivered by hand to a location specified by the Inspector of Elections. The Member may request a receipt of delivery.
- Once a ballot is received, it is irrevocable. If a ballot is properly cast and received within the balloting period, and a sale occurs, the new Member does not cast a second ballot. If no ballot has been cast / received for that property prior to the final voting deadline, the new Member may cast the ballot.

1.2.5(h) Uncontested Election / Acclamation. While the Sea Ranch has an active and involved membership, it is possible that the number of qualified candidates in an election of directors will not exceed the number of open Board seats. If that occurs, the Association may, but is not required to, declare the qualified candidate(s) elected by acclamation pursuant to California Civil Code Section 5103 if all of the following

conditions have been met:

1.2.5(h)(i) The Association has not utilized acclamation for an election during the last three years. The three-year time period shall be calculated from the date ballots were due in the last full election to the start of voting for the proposed election.

1.2.5(h)(ii) The Inspector of Elections made the determination that there are the same number or fewer qualified candidates as there are board positions to be filled.

1.2.5(h)(iii) Individual Notice (as defined in Section 1.2.8 below) of the election and the procedure for nominating candidates was delivered to the members as follows:

Initial Notice. An Initial Notice was delivered at least 90 days before the deadline for submitting nominations, which included all of the following information:

- The number of board positions that will be filled at the election.
- The deadline for submitting nominations.
- The manner in which nominations can be submitted.
- A statement informing members that if, at the close of the time period for making nominations, there are the same number or fewer qualified candidates as there are board positions to be filled, then the board of directors may, after voting to do so, seat the qualified candidates by acclamation without balloting.
- Reminder Notice. A Reminder Notice was delivered between 7 and 30 days before the deadline for submitting nominations and included the same information as the Initial Notice.

1.2.5(h)(iv) A received nomination is acknowledged within seven business days of receipt of the nomination. Unless they are the same person, the acknowledgement shall be sent to both the member who submitted the nomination and the nominee. The acknowledgment shall also state whether the nominee is or is not a qualified candidate. If the candidate is not a qualified candidate the basis for the disqualification shall be stated, and the member shall be advised of the right to appeal the disqualification utilizing the available Internal Dispute Resolution process.

1.2.5(h)(v) The Association has permitted all candidates to run if nominated, except for nominees disqualified for running as allowed or required pursuant to then existing law and the Association Governing Documents, including these rules. If the Association disqualifies a nominee, sitting directors must also comply with the same requirements.

1.2.5(h)(vi) The Board of Director voted at an open meeting, for which the agenda item reflected the name of each qualified candidate that will be seated by acclamation if the item is approved, to declare the candidates elected by acclamation without the need for a member vote.

1.2.6. BALLOT TABULATIONS & ANNOUNCEMENT OF RESULTS

1.2.6(a) The Inspector of Elections, or those individuals designated by the Inspector of Elections to assist, may verify the Member information on the outer envelope prior to or at the meeting at which the ballots are counted. No one is permitted to open the inner envelope containing the ballot prior to the meeting at which the ballots are to be counted and tabulated.

1.2.6(b) The Inspector of Elections shall supervise the counting and tabulating of the ballots at a properly noticed open meeting of the Board or Members. Any candidate or other Member of the Association may witness, but not participate in or interrupt, the counting and tabulation of the ballots.

1.2.6(c) The tabulated results of the election shall be promptly reported to the Board and shall be recorded in the minutes of the next meeting of the Board. Members have a right to review the results. Within 15 days of the election tally, the Board shall publish by General Notice the tabulated results of the election in a communication directed to all Members.

1.2.7. RETENTION OF ELECTION MATERIALS

1.2.7(a) For a period of 12 months following publication of the tallied results of the election, the Inspector of Elections is responsible for custody of the Election Materials, and shall determine where the Election Materials shall be stored. After 12 months, the custody of the Election Materials shifts to the Association.

1.2.7(b) Upon written request, the Association will coordinate with the Inspector of Elections and/or designated staff to make the ballots available for inspection and review by Members or their authorized representatives. Any such review shall be conducted in a manner that preserves the confidentiality of the members' vote.

1.2.8. DEFINED TERMS

1.2.8(a) "Election" means the date on which the ballots are scheduled to be opened and counted.

1.2.8(b) "Election Materials" means and includes returned ballots, signed voter envelopes, the Voter List of names, physical addresses and/or unit and lot number, and voters to whom ballots were to be sent, Inspector(s) of Election Worksheets, and the list of candidates.

1.2.8(c) "General Notice" means delivery of documents and/or information to a Member by Individual Notice, inclusion in a billing statement, newsletter, or regular electronic communication, or posting the printed document in a prominent place at the Property designated for such notices.

1.2.8(d) "Individual Notice" means and includes any of the following: first class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier; or electronic mail (if the Member has consented to electronic delivery).

1.2.8(e) "Voter List" means the list of membership information generated by the Association, and verified by the Members prior to each election, which includes the following information: Member's name and voting power, physical address of the voter's separate interest and/or unit and lot number, the mailing address for the ballot if different from the physical address, and identification of Powers of Attorney or Entity/Owner Representatives (if any).

1.2.8(f) "Member List" or **"Membership List"** includes a member's name, property address, mailing address and email address, but not including information for members who have opted out pursuant to Civil Code §5220.

1.2.9. AMENDMENT OF VOTING RULES

These Rules shall not be amended less than 90 days prior to the scheduled meeting at which the ballot tally is to be conducted.



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 such 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 communicationsand/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 turned over to a Collection Agent, any written communication may be addressed to TSRA Finance Department, P.O. Box 16, 975 Annapolis Rd, The Sea Ranch, CA 95497-0016.

b. Also after an account is delinquent for ninety (90) days, the Owner's Unit, Block and Lot number will be published in the *Bulletin*.

2.1.08 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.

2.1.09 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.

2.1.10 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.

2.1.11 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.

2.1.12 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.

2.1.13 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.

2.1.14 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.

2.1.15 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.

2.1.16 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.

2.1.17 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

2.3.1 Preamble and Policy

This rule is a guide to Owners and residents of The Sea Ranch Association ("TSRA") concerning how compliance with the community standards embodied in TSRA's Governing Documents is encouraged, and enforced when necessary, by TSRA and its staff.

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*:

> *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 Sea Ranch Restrictions* also 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 include *The Sea Ranch Restrictions, Rules, Design Manual and Rules, Bylaws and Articles of Incorporation*, as amended from time to time. Copies of these documents are available at the TSRA office. TSRA is also governed by the Davis-Stirling Common Interest Development Act (California Civil Code Section 4000 *et seq.*) and the statutes governing California Nonprofit Mutual Benefit Corporations (California Corporations Code Section 7126, *et seq.*), among other applicable laws and statutes.

Compliance with the Governing Documents is the personal responsibility of each Owner, and each Owner is also responsible for violations of the Governing Documents by the Owner's tenants, renters, licensees, guests, contractors, and invitees.

2.3.2 Classification of Violations

This Rule addresses two distinct categories of violations.

2.3.2.1 Conduct and Use Violations

Conduct and Use Violations include those violations that are based on the conduct of persons and the manner in which a lot or the common areas are used, as opposed to how a lot is developed or altered. Conduct and Use Violations generally include violations of *The Sea Ranch Rules* and/or the *Restrictions* governing conduct and use. These violations may be relatively minor noise complaints, vehicle or pet violations, or they may include more serious and repetitive violations that require immediate or prompt action to mitigate ongoing nuisance activity or to protect property or people. Conduct and Use violations are typically addressed by the staff of the TSRA's Department of Safety & Security ("DSS"). In addition to other remedies, monetary penalties in the form of fines may be levied for such violations, pursuant to the fine schedule attached hereto as **Attachment A**.

2.3.2.2 Design and Landscape Violations

Design and Landscape Violations may in some instances overlap with Conduct and Use Violations, but as a general rule they will relate to the construction, renovation, alteration, removal, or modification of any improvement on a lot. An improvement is broadly defined by *The Sea Ranch Restrictions*, and includes the installation or alteration of trees or vegetation or landscaping on a lot.

These violations are typically addressed by the TSRA's Department of Design, Compliance & Environmental Management ("DCEM") and/or the Design Committee ("DC"), pursuant to *The Sea Ranch Design Manual and Rules* and *The Sea Ranch Restrictions*. Design and Landscape violations normally require a more extensive resolution process and staff time, and thus may include the imposition of fees and other conditions, in addition to the levy of a monetary penalty in the form of a fine. Fines relating to such violations are included in Attachment A. The schedule of fees relating to Design and Landscape issues is available upon request from the DCEM.

2.3.3 Enforcement Procedures

2.3.3.1 Report or Referral of Complaint

While the primary function of the DSS is to provide a conspicuous presence to keep the community safe and discourage trespass and similar violations, it also is tasked with monitoring and addressing violations of the Governing Documents. Thus, many Conduct and Use Violations are reported directly to or observed by DSS staff as they patrol the community. DSS staff may at times also observe or receive complaints relating to matters more properly addressed by the DCEM. The two departments shall work closely together to resolve any questions about which department should handle a particular violation, and will consult with the Community Manager as needed on such matters. For convenience, the DSS, DCEM and the DC are referred to herein as "Compliance Staff."

For Owners or residents who wish to report an alleged violation, use of the complaint form **(Attachment B)** is recommended, but not required. The complaint form is available from TSRA staff and/or can be located on the TSRA website.

The Sea Ranch endeavors whenever possible to respond to violations by educating the Owners, residents, and guests as to the applicable restrictions and rules, as opposed to taking formal action. Once an alleged violation is reported to or observed by Compliance Staff, they may choose to, among other actions, take immediate steps to remove or mitigate a continuing violation, contact the responsible Member, resident, and/or guest informally in an effort to gain voluntary compliance, and/or send a formal reminder or warning letter.

For violations for which there are no material questions regarding whether a violation has occurred or the identity of the violating party and responsible Owner, Compliance Staff may also levy a conditional fine. A conditional fine is a monetary penalty that is subject to the right of the responsible Owner to request a hearing before the Board of Directors, and thus is not immediately effective. The written notice of a conditional fine shall describe the violation that occurred and the conditional fine amount, as well as specify the date by which the Owner must request such a hearing (which date shall be no earlier than 10 calendar days after the date the notice was delivered to the Owner). The phone number and email of the Compliance Staff to whom the request for hearing should be directed must be clearly provided. If a timely request is received, a disciplinary hearing shall be scheduled and notice provided as set forth herein. If a timely request for a hearing is not received, the conditional fine shall become unconditional.

Compliance Staff may also require that certain conditions be satisfied to address a violation, as warranted by the circumstances and/or any specific guidance provided in the Governing Documents.

If Compliance Staff believes the circumstances warrant further enforcement measures, such as referring the matter directly to the Board for a Disciplinary Hearing or other formal action, the Community Manager shall be consulted.

2.3.3.2 Community Manager Review

The Community Manager may approve and direct Compliance Staff to issue a call to hearing to the responsible Owner and place the matter on the Board of Director's agenda for a disciplinary hearing, or suggest alternative approaches to gain compliance. Alternatively, the Community Manager may refer the matter to the Board of Directors (the "Board") to receive input on how to proceed. If the matter is referred to the Board for a determination as to how to proceed, the Board shall be provided with a summary of the alleged violation and the efforts to resolve it, and any other relevant information. The Community Manager may also consult with legal counsel in the consideration and evaluation of the alleged violation and enforcement options.

2.3.3.3 Board of Directors Review

If the Community Manager seeks a determination from the Board as to how to proceed on an enforcement matter, among other things, the Board may (i) approve the entry upon any private or project area to abate or mitigate the violation, (ii) schedule a disciplinary hearing before the Board, or a designated committee appointed for the purposes of holding such hearings, (iii) authorize the Community Manager to seek the Owner's participation in an Internal Dispute Resolution Process pursuant to California Civil Code subsection 5915, (iv) move forward with Alternative Dispute Resolution ("ADR") pursuant to California Civil Code subsection 5925, (v)

proceed directly to litigation to resolve the matter, (vi) direct the Community Manager as to alternative efforts to resolve the violation, and/or (vii) terminate any further enforcement efforts.

2.3.3.4 Disciplinary Hearings

Owner disciplinary hearings shall be held before the Board of Directors and conducted pursuant to California Civil Code subsection 5855. The Owner shall be notified in writing by either personal delivery or first-class mail, at least 10 days prior to the date set for the hearing at which the Board will consider imposing discipline upon the Owner. Among other things, discipline may include the levying of monetary fines pursuant to the schedule set forth in **Attachment A**, the reimbursement of costs incurred by the TSRA as a result of the violation (exclusive of DCEM fees that may also apply), and/or other available remedies, such as a suspension of membership rights or parking permits. The notice and call to hearing shall provide:

- the date, time and place of the hearing;
- the nature of the alleged violation for which the Owner may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed; and
- a statement that the Owner has a right to attend and may address the Board at the meeting.

The hearing shall be held in Executive Session unless the Owner requests that it be heard in open session. If the Board imposes discipline on the Owner, the Owner shall be notified by personal delivery or first-class mail of the decision within 15 days of the hearing.

2.3.4 Reservation of Other Rights and Remedies

Nothing in this Rule 2.3 shall be deemed to limit the discretionary authority of the Board of Directors and TSRA staff to take such action and impose such conditions as may be reasonable and prudent to address violations of the Governing Documents. The available remedies may be applied separately or concurrently, depending on the circumstances and information available at the time the action is taken.

TSRA may also decline to take, or continue to pursue, any enforcement action if the Board finds that such action should not, in the exercise of its good faith business judgment, be pursued. Each Owner has a separate and distinct right to enforce the Governing Documents on their own behalf, and may do so if TSRA determines for any reason that will not undertake or continue enforcement proceedings.

Rule 2.3 - ATTACHMENT A
The Sea Ranch Association - Schedule of Monetary Penalties
(Civil Code §5850)
Adopted by the Board of Directors September 18, 2021, Amended February 24, 2024, Amended October 25, 2025

Ensuring that all Owners and residents, and their guests and invitees, abide by the Governing Documents of our Association is an important part of the Board of Director's responsibility to all Owners. In the vast majority of situations, the desire to be a good neighbor is typically all that is needed to ensure compliance. However, in the rare instances when formal action is required, the Association has a variety of enforcement tools to address the violation. One such tool is the ability to impose monetary penalties in the form of fines for violations of the Governing Documents.

Civil Code Section 5850, as of July 2025, now limits fines to a maximum of $100. Therefore each violation shall be subject to a fine of $100, unless the violation may result in an adverse health or safety impact, in which case the Board may levy a fine in excess of $100, up to a maximum of $1000 per violation. The Board shall make written findings as to the adverse health and safety impact of the violation at an open Board meeting prior to a fine in excess of $100 being imposed.

No late fees or interest may be charged on any fine.

If the violation is one that is continuing in nature, and it has not been cured, fines may be levied on a daily, weekly, or monthly basis, until the violation is cured. Fines may also be levied but suspended pending compliance or satisfaction of other conditions. Violations that may be cured are generally those that are continuing in nature, but which can be stopped, remedied, or abated. These may include leaving trash cans out, parking inoperable vehicles in the common areas, storing junk visible from common areas, unauthorized commercial operations, or alterations without approval, among other things.

For violations for which there are no material questions as to the occurrence of the violation, the violating party, and the Responsible Owner, Compliance Staff may provide notice of a conditional fine, which shall be subject to the right of the Owner to request a hearing before the Board.

The levy of a fine is in addition to any other condition or available remedy that may be imposed or taken to mitigate or abate a violation.

In addition to a monetary penalty in the form of a fine, an Owner may also be subject to a special assessment pursuant to section 6.04 of The Sea Ranch Restrictions, required to reimburse TSRA for monies expended from the operating fund as a result of the violation, or additional monetary charges for Design and Landscape violations that require staff time to address.

Rule 2.4 Policy for Use of Sea Ranch Mailing List

POLICY FOR PROCESSING MEMBER REQUESTS TO INSPECT AND COPY THE MEMBERSHIP LIST.

Consistent with Rule 1.2.3(c), a member request for access to the TSRA membership list shall be processed and approved as follows:

1. The requesting member shall fill out the membership list request form provided by TSRA and shall specify (i) the purpose of the request and explain how the list will be used for communications reasonably related to the requester's interest as a member, (ii) the preferred method to inspect and/or receive a copy (iii) the preferred format for the copy (electronic, paper) and (iv) the address to which the membership list should be transmitted.

2. The member shall be advised of the then current charge to provide the copy of the membership list and the completed request form and the fee for production must be submitted.

3. If there is a reasonable belief that the membership list will be used for a purpose not reasonably related the requester's interest as a member, (e.g., to market a business or sell a product to TSRA members), the request may be denied. The requesting member must also keep the membership list confidential and not use it for any other purpose, or pass it along to others.

4. The Community Manager shall notify the requesting members within 5 business days of the completed request having been received, and provide for the inspection or delivery of the membership list as requested or, if the request is not approved, communicate the rationale for the denial to the requesting member and provide the opportunity for the member to resubmit a revised request. The Community Manager may delegate her or his responsibilities and authority under this Policy to other TSRA staff, but the Community Manager, with or without consultation with the Board, must approve any decision to deny the request.

5. If the requesting member also desires to send a communication to those members who opted out of sharing their address and contact information with other members, the TSRA will deliver the communication for the member, provided that the requestor pays any required charges associated with that effort.

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. Notwithstanding the foregoing, members, guests, renters, and invitees shall follow all Federal, State and County laws, ordinances, statutes, orders and regulations governing the picking of abalone.

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."

Members may use facilities for non-TSRA political campaigns or discussions of public policy issues, when the facilities are not in use for TSRA related gatherings. Members who wish to organize such events shall, as part of the application form, represent that they will open the event to all Members and that they do not intend or anticipate that the event will violate any local, state, or federal law.

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.

Due to the nature of the Blufftop Trail and its heavy pedestrian use, bicycles are prohibited from being ridden on it. Bicyclists are, however, allowed to walk their bicycles on this trail.

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 – Rules Governing Access to the Boat Launch Area at Shell Beach

3.3.01 Use of Boat Launch Area

Although the boat launch area is on a public beach and under the jurisdiction of Sonoma County Regional Parks, Sea Ranch members may access the boat launch area via a private Sea Ranch Trail extending west from Pipers Reach. Only small boats, rafts, or other watercraft that can be hand-carried will be allowed at the boat launching area for ocean ingress or egress. The launch area and associated ramp may be open seasonally from approximately May 1st through October 31st from sunrise to sunset. Conditions affecting seasonal opening and closing include but may not be limited to weather, ocean conditions, protection of marine life, maintenance needs, regulatory restrictions from other entities or agencies, or other health, safety, and welfare concerns. The Sea Ranch Association and Sonoma County Regional Parks will determine the annual opening and closing dates, operating hours, conditions of safe use, and other such operational conditions as necessary.

3.3.02 Use of the Sea Ranch Boat Launch Area Access Trail

The Sea Ranch Boat Launch Access Trail runs from Pipers Reach to its intersection with the Bluff Trail. It is to be used only by Association owners, guests, tenants, and lessees under the conditions prescribed herein. Public access extends from a different trail beginning at the Shell Beach Parking Area adjacent to Highway One. Use of the public trail extending from the Shell Beach Parking Area is under the jurisdiction of Sonoma County Regional Parks.

3.3.03 Boat Launch Area Access Trail Pedestrian Use Restrictions

The Boat Launch Area Access Trail is open to Sea Ranch Association members, guests, lessees, and tenants year around between Pipers Reach and the Bluff Trail. During seasonal availability of the Boat Launch Area, small watercraft may be hand-carried along the Boat Launch Area Access Trail from Pipers Reach to the Boat Ramp.

3.3.04 Boat Ramp Access Trail Motor Vehicle Use Restrictions

1) The Sea Ranch Boat Launch Area Access Trail is restricted by a gate controlling vehicle access. The gate at Pipers Reach will remain closed but unlocked except during seasonal or other closures of the Boat Launch Area. At these times the gate will be locked. No motor vehicle access will be permitted beyond the Bluff Trail except:

    a. vehicles, trailers, and equipment owned by the Association and used for maintenance purposes;

    b. rescue vehicles, ambulances, fire vehicles, Sheriff's vehicles, Highway Patrol vehicles, and any other government vehicles (federal, state, county, local, etc.) with lawful reason to use the Access Trail and/or Boat Launch Area in carrying out official business.

2) Vehicles using the Sea Ranch Boat Launch Area Access Trail extending from Pipers Reach may take a boat on or in the vehicle, or trailered, to the turn-around area immediately east of the Bluff Trail. Vehicles and trailers may be left unattended in the turn-around area while the boat is hand-carried to the Boat Launch Area. For purposes of fire safety, the engine of any unattended vehicle must be off. Vehicles must be removed from the turn-around area within thirty (30) minutes. Vehicles, boats, rafts, or other watercraft shall not be left or stored on the beach, the bluff area, or the turn-around area.

3.3.05 Penalties

Violations of this Rule are subject to the provisions of TSRA Rule 2.3 and the TSRA Schedule of Fines.

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 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.

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.

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:

> "Any 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, 2022)

6.6 Neighborly Communication, Nuisance Education and Prevention; Notices to Tenants and Lessees

(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 family members, 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 cause "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), and 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. Nuisances, however, may be enjoined and abated by the Association. Restrictions Section 9.02. Owners are liable not only for their own Nuisances, but also for Nuisances caused by their family members, guests, tenants, and lessees. Therefore, Owners shall convey to their family members, guests, tenants, and lessees the importance of avoiding Nuisances is paramount. An Owner is considered to be the "Responsible Owner," as such term is used in this Rule 6.6, with respect to any Nuisances caused by such Owner or by any of their family members, guests, tenants or lessees.

(d) Owners who rent or lease their homes, whether directly or through an agent or manager, and regardless of the rental period, shall ensure that each tenant or lessee receives, prior to

occupancy, notice regarding all Association rules for which notice to tenants and lessees is expressly required under any provision of these Rules. This notice shall be included in rental advertising, in rental terms or "House Rules," in any management agreement, and in any rental agreement. Approved interior placards bearing all notices required to be provided under this Rule are available to Owners and rental agents and managers at the Association office, or may be printed from the Association's website. For rentals or leases of thirty (30) days or less, Owners must post such a placard within the rental premises in a conspicuous place easily recognized by tenants and lessees, and must update such placard from time to time promptly upon issuance of modified placards by the Association following any change in the information required to be posted. Rentals or leases of more than thirty (30) days are not required to post such a placard.

Without limiting the generality of the requirements set forth in paragraph (d) of this Rule, language specifically required to be included in any notices to tenants and lessees pursuant to paragraph (d) includes the following:

i. "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. Rule 6.6.03 of The Sea Ranch Association."

ii. "The entirety of The Sea Ranch is a No-Drone Zone, including private lots and yards. Please leave your drones at home. Rule 6.6.04 of The Sea Ranch Association."

iii. "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, roads, 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. Rule 6.6.05 of The Sea Ranch Association."

iv. "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 shield light sources and/or close blinds, shades, or curtains as appropriate. Turn off exterior lighting when not using the illuminated area. Rule 6.6.06 of The Sea Ranch Association."

v. "To protect wildlife and avoid nuisances, all dogs must be under the owner's control at all times, and leashed when on any TSRA-owned property, including common areas, roads, trails and facilities. Please minimize barking or howling, and always clean up after your dog. Rules 6.3 and 6.6.07 of The Sea Ranch Association" and County of Sonoma ordinance.

vi. "Violations of these rules and of any other Rules of The Sea Ranch Association are addressed by Sea Ranch Security or law enforcement."

6.6.01 Nuisances and Staff Determinations

(a) This Rule 6.6 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, trespassing on The Sea Ranch Commons or on private areas within The Sea Ranch). Certain recurrent activities and behaviors are particularly likely to constitute a Nuisance in the unique Sea Ranch environment, and are set forth in subsequent sections of this Rule 6.6.

(b) TSRA Security Staff 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 should 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. Factors that Staff may consider in determining whether a Nuisance exists include (but are not limited to):

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, and environmentally responsible behavior;

iv. Whether the condition, act, or activity may have adversely impacted TSRA property, lands, resources, or wildlife, or private areas at The Sea Ranch;

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 the Association or by agency permits or approvals;

vii. Any extenuating circumstances, or emergency or hazardous conditions, that reasonably required, resulted in, or justified the condition, act, or activity; and

Any additional factors identified in portions of this Rule 6.6 dealing with specific kinds or categories of Nuisances.

(d) Staff shall determine, in its reasonable discretion, whether a Nuisance exists or has occurred. Nuisances are subject to the resolution process described in Section 6.6.02 and other applicable provisions of these Rules.

6.6.02 Nuisance Abatement and Penalties

(a) When Staff determines that a Nuisance exists or has occurred, Staff shall attempt to abate 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 and shall describe briefly the nature of the violation and the primary support for such determination.

(b) Penalties for violation of this Rule 6.6 are set forth in Rule 2.3 and will be assessed against the Responsible Owner. Without limiting the provisions of Rule 2.3 in effect from time to time, penalties may include, among other things, fines, special assessments, and/or the suspension of membership rights.

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

6.6.03 Noise Disturbances

(a) **Nuisance Noise:** It is 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"), regardless of whether the Nuisance Noise emanates from private or common areas of The Sea Ranch and regardless of whether the affected Owner is in a private area or in common areas of The Sea Ranch.

Without limiting the application of the criteria set forth in the preceding paragraph of this Rule 6.6.03(a), and subject to the exclusions set forth in Rule 6.6.03(c), noise that exceeds the following limits shall be presumed to be a Nuisance Noise:

Non-Quiet Hours Limits	Quiet Hours Limits
65 dBA intermittent	55 dBA intermittent
55 dBA constant	45 dBA constant

As used in the foregoing table, "dBA" means "A-weighted sound level," which is a decibel scale that approximates the way the human ear responds to various acoustic frequencies.

"Constant" noise means a substantially continuous noise produced where there is no significant change in the level of sound during the operation of the noise source. Examples include such noises as those associated with air conditioners, pool equipment, lawn mowers or leaf blowers.

"Intermittent" noise means repetitive noises where there is a distinction between the onset

and decay of the sound. Examples include hammering and dog barking.

For purposes of determining sound levels from any source of sound in applying the above limits, a sound level measurement may be made at any point on any receiving private lot or common area.

(b) **Noise Sources:** Nuisance Noise may result from a single event or may be a recurring or continuous sound, and may 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; or (3) exterior construction, maintenance, or landscaping activities. Noise may constitute Nuisance Noise regardless of whether it occurs during or outside of Quiet Hours.

(c) **Exclusions:** Nuisance Noise shall not be considered to 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 response to an emergency, 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; (3) otherwise lawful activities of law enforcement, firefighting, or other public safety or government agency personnel; (4) operation of aircraft; or 5) the use of TSRA Recreation Centers and playgrounds during non-quiet hours.

(d) **Quiet Hours:** 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 family members, 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) **Amplilfied Sound:** Outdoor amplified sound shall not be allowed at any time, except with the prior written consent of the TSRA Community Manager.

6.6.04 Drone Operation *(including former Rule.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) 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.

(b) 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.

(c) Nuisance Drone Operation: Unauthorized private and commercial Drone flights anywhere on The Sea Ranch constitute a Nuisance and are subject to summary abatement. See Restrictions Sections 3.02(e), 3.04(c), 3.05(e), and 9.02(c). Owners, and their family members, guests, tenants, and lessees are prohibited from operating Drones over any private lot 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.

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

i. Otherwise lawful activities of law enforcement, firefighting, and other public safety or government agency personnel.; or

ii. 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.

e) Violation of this Rule, including Drone flights originating off TSRA lands, whether operated by Owners, or their family members, guests, tenants, or lessees, 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 applicable law.

6.6.05 Smoking and Second-Hand Smoke

(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. The Association 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 secondhand 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, roads, trails, buildings, and recreational facilities.

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

6.6.06 Evening Light Pollution

(a) **Nuisance Light:** Original design components of The Sea Ranch minimized evening light pollution, and the Association 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. It is therefore 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 family members, guests, tenants, and lessees (i) shall limit the effects of their nighttime lighting by maintaining consistency with Section 6.13 of The Sea Ranch Design Manual and Rules and the requirements of this Rule 6.6.06; and (ii) are required to re-direct or shield interior light sources (including television or computer monitors, displays, and projectors), and/or close blinds, shades or curtains on all windows that face other homes, as well as utilize count-down timer switches or a remote control device on all exterior light fixtures in order to limit lights remaining on for a duration of no greater than three hours.

Please also refer to the *Design Manual and Rules* Sections 6.13 and 8.4.3.

6.6.07 Control of Dogs

(a) **License, Leash, Control:** Pursuant to Rule 6.3, pet dogs must be appropriately licensed, leashed, and under the dog owner's control in order to avoid threats to wildlife, unsanitary conditions, and Nuisances. Dog owners shall collect their pet's waste and remove all such waste from beaches, trails, and commons, and appropriately dispose of such waste. (NO POOP BAGS LEFT ON TRAILS.) Dogs running at large are subject to impoundment, and the Responsible Owner may be subject to penalties. See Rule 6.3.05 and Rule 2.3 and Sonoma County ordinances.

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 the Association' 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 the Association's mailing of a written "Notice of Belief of Abandonment" ("Notice") to the owner or their agent. The Notice shall clearly identify the property and its last known location, and notify the owner that they 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 the owner's contact information is on file with the Association), 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 the Association's sole judgment poses a hazard or imminent threat to the public health, safety, or welfare may be disposed of in any manner the Association deems appropriate at the Association's sole discretion, without the 21-day Notice described above or further process, and without any liability of the Association to the owner of such property. The Association shall nevertheless use reasonable efforts to give timely notice to the owner (if known) upon taking any such action.

(d) **Disposal of Abandoned Property:** Upon expiration of the Notice period, or upon removal pursuant to the exception in paragraph (c), if applicable, Abandoned Property is subject to immediate sale, removal, destruction or other disposition by the Association at its sole discretion, without further notice or process and without any liability of the Association for compensation to, or for subsequent claims by, the owner. Without limiting any other penalty that may be imposed under Rule 2.3, any reasonable and necessary costs incurred by the Association in connection with the disposition of the Abandoned Property may be charged to the Responsible Owner as a special assessment."

Rule 6.7 Garage/Yard Sales

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

6.7.01 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.

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

6.7.03 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.

6.7.04 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 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 Prohibitions

(a) Any aircraft operation, including operating the engine, after sunset and before sunrise is prohibited.

(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. CFR 91.119(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."

(e) Helicopter engine run time longer than 5 minutes when on the ground is prohibited.

(f) Aircraft with a certified maximum takeoff weight (MTOW) greater than 8,500 pounds are prohibited, with the exception of aircraft owned or on order by the date of the adoption of this rule, by persons who are members as of the adoption of this rule, to a maximum of 12,500 pounds MTOW.

(g) Aircraft with an accelerate-stop distance greater than 2,300 ft are prohibited.

(h) Fixed-wing aircraft and helicopters operating as Law Enforcement, an Air Ambulance on active "Lifeguard" flight, or conducting firefighting or training operations are exempt and may operate without restriction to/from The Sea Ranch Airstrip.

7.2.03 Violation Reporting Observed violations of this Rule 7.2 or Federal Aviation Regulations may be reported to TSRA Security or to the FAA. Aircraft operators without Association permission to use the airport will be reported to the Sonoma County Sheriff for illegal trespass.

7.2.04 Aircraft Security Aircraft are left at the risk of the owner/pilot.

7.2.05 Requirements for Airstrip Use

(a) The TSRA airstrip is a unique amenity as there are substantial risks that are inherent in flying in and out of private, unattended air strips, and also risks that are specific to the location and nature of the TSRA airstrip. Moreover, there are homes near the airstrip that could be placed at risk or subjected to unreasonable noise and nuisances from unauthorized aircraft. In light of those risks additional "Terms of Use" are attached hereto and incorporated herein as **Appendix A**.

(b) As part of the Rules, the "Terms of Use" are enforceable against all TSRA Members. In addition, TSRA shall require that all Pilots, Users, and Members, and the Member's guests and/or lessees, sign an acknowledgement that they have received, read, and understand the Terms of Use, and at all times shall abide by said terms.

(c) First-time arrivals are required to obtain the current briefing document on the airstrip environment, traffic pattern, and noise abatement procedures prior to obtaining permission from the Association to use the airport.

(d) Aircraft operating at the airstrip shall be registered with the Association by assigned FAA aircraft registration N-number relieving the requirement to display a parking decal or hangtag in the aircraft.

7.2.06 Parking Restrictions

(a) Only those vehicles belonging to an Owner who owns an aircraft may be parked and left at the airport.

(b) All vehicles parking at the airport must display appropriate Association identification (decal or hangtag).

(c) Parking of vehicles on the airport premises shall be limited to a maximum of 14 consecutive days.

7.2.07 Recreational Use

(a) The private airstrip is a recreational facility that is owned by The Sea Ranch Association and is for the exclusive recreational use of TSRA members, and their family, guests and invitees. Permission to use the airstrip is granted pursuant to California Civil Code Section 846, which provides that the owner of any interest in real property who gives permission for entry or use of the property for a recreational purpose does not extend any assurance that the premises are safe for any purpose, does not constitute the granting of legal status of an invitee or licensee to whom any duty of care is owed, and does not assume responsibility for or incur liability for any injury to person or property caused by any act of the person to whom permission has been granted.

b) Use of the airport is at the sole cost, expense, and risk of the user.

7.2.08 No Use Fee or Compensation Shall Be Paid for Use No use fee or compensation shall be paid, and no consideration shall be or is provided, to TSRA for use of the airstrip. Notwithstanding any provision of TSRA governing documents, including these rules, the right to use the airstrip shall not be suspended for a Member's nonpayment of assessments.

7.2.09 Visual Meteorological Conditions Operations

Only operations in Visual Meteorological Conditions (VMC) are permitted to/from the airport. There are no FAA- or other approved and/or published instrument procedures for operations to or out of the airport. Each pilot operating to or from the airport is the final authority as to the safe operation of the aircraft and shall verify that the flight can be safely conducted in VMC and that terrain and obstacle clearance can be safely maintained.

Rule 7.2 - Appendix A
The Sea Ranch Association - Airstrip Terms of Use
Adopted by the Board of Directors April 26, 2025

The Sea Ranch Association ("TSRA" or "the Association"), as the owner of the Sea Ranch Airstrip ("the Airstrip"), has the power and authority to regulate activities at the Airstrip and to adopt rules for its use. These Terms of Use are appended to and incorporated into the TSRA Rules, Section 7.2.

As used herein, "Pilot" refers to the individual operating an aircraft at the Airstrip, "User" refers to any individual who is a passenger of a Pilot, and "Member" refers to the individual who is an owner of a Sea Ranch Lot. A Pilot or User may also be a Member.

Because of the unique nature of the airstrip as a common area amenity and the inherent risks associated with flying in general and with the Sea Ranch airstrip in particular, as well as the impact on neighboring residents, it is vital that Pilots read, understand, and acknowledge their understanding of the conditions and requirements for use of the Airstrip. Pilots need only sign the acknowledgement form once but shall sign and submit a new form when any changes to the rules are adopted, and/or upon request by TSRA.

1. DISCLAIMERS AND WARNINGS

1.1 Use of the Airstrip is restricted to Sea Ranch members and their family members, guests, invitees, and lessees, as well as emergency services, for aviation activities by and at the Pilot, Member, and/or User's sole cost, expense, and risk.

1.2 Pilots must be aware of and understand that the Airstrip holds a permit for operations from the California Department of Transportation that grants variances from FAA standards with respect to layout, location, and runway safety zones; there is no reliable weather information for flights; there is frequent windshear; there is a large hump near the middle of the runway that precludes complete visibility down the surface of the runway; animals frequently wander onto the runway; the Airstrip is situated in a noise-sensitive area.

1.3 Flying into or out of the Airstrip is an inherently dangerous activity, which can result in serious bodily injury, and use of the Airstrip is with full knowledge and understanding of the nature of the activity and the risk involved and are assuming said risk.

1.4 The Airstrip is not attended or monitored by TSRA. TSRA makes no representations as to its condition or suitability for use of the Airstrip, and while TSRA periodically may perform maintenance and repairs to and around the area of the Airstrip and all TSRA-owned facilities of the Airstrip, these maintenance and repair activities are completed in the sole discretion of the Association. Likewise, TSRA may modify, expand, or improve the Airstrip as it, in its sole judgment, may deem necessary in the interest of TSRA.

2. CONDITIONS AND RESTRICTIONS OF USE

2.1 Maintenance of aircraft, vehicles, or equipment at the Airstrip, except repairs of such aircraft, vehicles, and equipment necessary for the conduct of a safe departure from the Airstrip to a maintenance, repair, or overhaul facility, are prohibited.

2.2 A Pilot, User, and/or Member may park or store an aircraft or personal vehicle for a maximum of 14 consecutive days. Any other parking or storage of aircraft, vehicles, or other personal property is prohibited. Upon application from a Pilot, User, and/or Member and a showing of good cause, the parking duration may be extended.

2.3 Pilots, Users, and/or Members shall not damage the Airstrip or any part of it and shall not undertake any other activity that could adversely affect the nature and character of the Airstrip or could adversely affect the Airstrip's eligibility for its existing insurance coverage.

2.4 Each Pilot must review and be aware of the Sea Ranch association Airstrip Briefing and the information contained therein.

2.5 Use of the Airstrip and its landing, tie-down and parking areas is nonexclusive, and the Association makes no representations as to availability of any of the facilities at any particular time.

2.6 Each Pilot, User, and/or Member shall:

2.6.1 Keep and maintain any Tie Down Areas and Parking Areas that it may utilize in a clean and orderly condition and appearance;

2.6.2 Keep and maintain its aircraft in a condition suitable for safe operation;

2.6.3 Observe all regulations and requirements of insurance on the Airstrip concerning the use and condition thereof;

2.6.4 Repair any damage caused to paving or other surfaces of the Airstrip caused by any oil, gasoline, grease, lubricants, or other flammable liquids and substances having a corrosive or detrimental effect thereon;

2.6.5 Cause all vehicles operated by on the Airstrip to be kept and maintained in a condition suitable for safe operation;

2.6.6 Comply with all laws, rules, regulations, and orders of any governmental authority having jurisdiction over the Airstrip or use of same, including but not limited to the FAA and the County of Sonoma;

2.6.7 Collect all garbage, debris, and waste material (whether solid or liquid) arising out of use of the Airstrip;

2.6.8 Pilots shall conduct their operations on the Airstrip in an orderly and proper manner so as not to unreasonably annoy, disturb, endanger or be offensive to others at or around the Airstrip;

2.6.9 Not leave any inoperative, derelict, or abandoned aircraft, vehicles or equipment on the Airstrip or its surrounding areas; and,

2.6.10 Pilots shall minimize noise impacts to the greatest extent possible, within safe operation parameters.

3. FEES AND CHARGES

3.1 No Fees are charged to Pilots, Users, and/or Members for their use of the Airstrip. Notwithstanding the foregoing, nothing herein shall affect any right held by TSRA to impose charges for hangars and long-term storage of aircraft, which charges shall be subject to a separate written agreement.

3.2 Pilots, Users, and/or Members understand and acknowledge that fines, charges or penalties may be assessed by the FAA or other government agency having jurisdiction over the Airstrip as a result of a Pilot's non-compliance with applicable law and/or regulations. Any such fines, charges, or penalties assessed against TSRA shall be promptly reimbursed by the responsible Pilot, User, and/or Member. In addition, any fines or charges that are levied by TSRA as a result of a Member's, or the Member's guests and invitees, use of the Airstrip, shall promptly be reimbursed to TSRA by said responsible Member, and may be collected pursuant to TSRA's governing documents.

4. INDEMNIFICATION AND INSURANCE

4.1 Each Pilot, Member, and User of the airstrip, for themselves and on behalf of their heirs, representatives, successors, assigns, and administrators, shall protect, defend, indemnify and hold harmless TSRA, its directors, officers, duly appointed volunteers, management, and staff ("Released Parties") from any and all losses, claims, actions or proceedings of every kind and character whatsoever by any and all third parties, and for attorneys' fees and costs, which arise directly or indirectly from their use of the Airstrip, regardless of whether said loss or damage was caused, or allegedly caused, by a Released Party. Each Member is at all times responsible for use of the Airstrip by their family members, guests, lessees, and/or invitees, and therefore in the event of loss or damage of any kind that arises out of a family member, guest, lessee, or invitee's use of the Airstrip, the Member shall protect, defend, indemnify, and hold harmless the Released Parties for any such loss or damage.

4.2 Each Pilot, at their sole cost and expense, shall obtain and cause to be kept in force at all times while using the Airstrip an Aircraft Liability policy or policies issued by one or more companies authorized to do business in the State of California. The coverages and limits should be similar to those

of other similar aircraft operated in the United States and the liability limit shall be at least $1,000,000. TSRA shall be endorsed as an additional insured under any relevant coverage. Certificates of all required insurance coverage, or proof of alternative coverage, shall be filed with the TSRA Community Manager. At TSRA Staff's discretion, permission for aircraft operations of Pilots who are using an aircraft they do not own (such as a rental aircraft) may be permitted without having TSRA named in a liability policy.

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.

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.

(c) Cutting trees except that TSRA may remove or prune trees in connection with an approved view maintenance or restoration program, 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.

(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.

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;

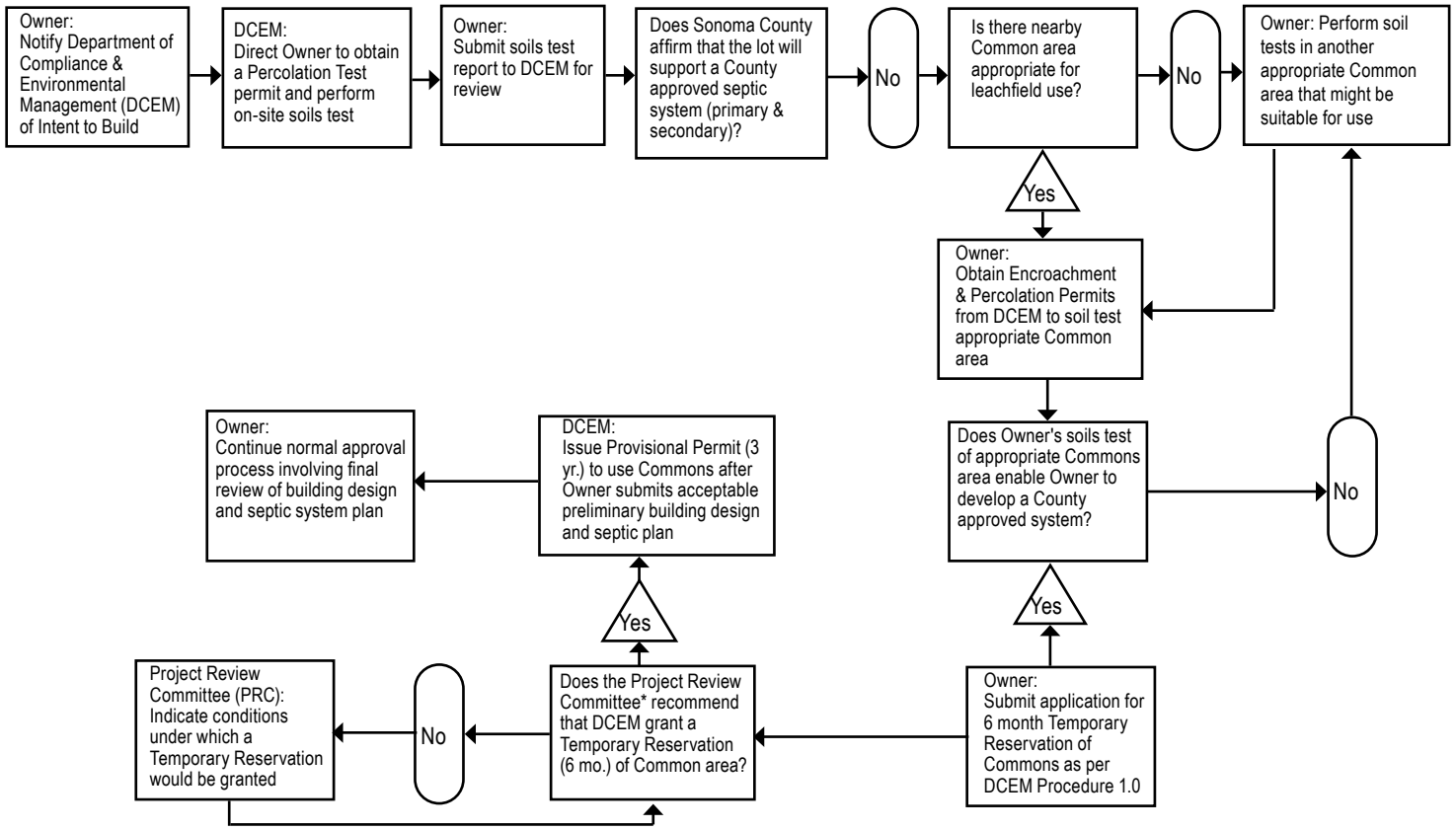
(b) Protect the beauty and environment of the Commons; and

(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



The PRC is a committee composed of the Director of Works, the Director of Zone Operations and the Director of Compliance & Environmental Management. In addition a member or past member of the Utilities Committee shall attend all meetings of the PRC.

"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 Election and Voting Rules
(formerly "Guidelines for Election of Directors")
Adopted by the Board of Directors
on December 10, 2005
Amended on February 27, 2021; Former Rule 1.1 subsumed into this Rule December 11, 2021. Rule 1.2.1(b) amended February 25, 2023. Rules 1.2.1(f), 1.2.2(a)2, 1.2.2(f), 1.2.3(a)(ii), 1.2.3(a)(iii), 1.2.4(b), 1.2.5(a), 1.2.5(d), 1.2.5(e), 1.2.5(f), and 1.2.5(g) amended October 26, 2024. Rules 1.2.3(a)(ii), 1.2.3(a)(iii), and 1.2.5(b) amended October 25, 2025.

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
Revised: June 22, 1996, August 24, 1996, December 14, 2002, April 23, 2005,
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); Amended September 18, 2021; Amended February 24, 2024; Amended October 25, 2025.

Rule 2.4 Policy for Use of Sea Ranch Mailing List
Adopted by the Board of Directors
on February 25, 2006
Amended on February 27, 2021; Amended on December 11, 2021.

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 3.1.05 amended on November 14, 2022.

Rule 3.2 Use of Recreational and Public Recreational Facilities
Former Rule 8 (8.01 – 8.03), Amended on February 22, 2020; Amended September 18, 2021 (3.2.03)

Rule 3.3 Rules Governing Access to the Boat Launch Area at Shell Beach
Former Rule 11 (11.01), amended on June 27, 2020. Rule 3.3.04 amended on December 10, 2022.

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 May 11, 1996, January 31, 1998, January 24, 2001 and October 2, 2001; Rule 4.2.06 amended August 27, 2016

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)
Amended by the Board of Directors on June 23, 1991, January 6, 1996, and March 28, 1998

Rule 6.4 Home Office on Private Areas
Resolution148
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; amended September 21, 2021

Rule 6.7 Garage/ Yard Sales
Former Rule 1.3 subsumed into this Rule on January 4, 2022.

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)
Amended February 24, 2024 and April 26, 2025

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; By Resolution 400 on August 23, 2014; and by Board Action on October 24, 2020

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

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The Sea Ranch
Association

