



R-RANCH IN THE SEQUOIAS OWNERS' ASSOCIATION

RULES AND REGULATIONS OF THE ASSOCIATION

Adopted, published, and enforced by the ROA
pursuant to paragraph 2 (i) of the

Declaration of Covenants, Conditions and Restrictions

If this document contains any restriction based on race, color, religion, gender identity, gender expression, sexual orientation, familial status, disability, genetic information, national origin, source of income, as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on age of occupants in senior housing for older persons shall not be construed as restrictions based on familial status.

Updated April 16, 2022

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RULES AND REGULATIONS FOR R-RANCH IN THE SEQUOIAS OWNERS' ASSOCIATION

PREFACE BY BOARD OF DIRECTORS

In a civilized society, "Order in All Things" only comes about by self-imposed regulations.

Therefore, our security, protection of life and property, our enjoyment and comfort, and our great feeling that our property, **R-RANCH IN THE SEQUOIAS**, is well secured and cared for, we have established certain rules, regulations, and policies to govern ourselves by, and are publishing them for your information. These rules are a combination of satisfactory current rules and well-conceived future rules.

These Rules replace and supersede all previously published Rules, including the "Information Booklet" provided some owners when they purchased a deed.

We request all Ranch Users, and their Guests observe these policies so we may ALL enjoy the facilities.

Board of Directors
R-Ranch in the Sequoias Owners' Association
December 20, 2003

R-RANCH VISION STATEMENT

R-Ranch in the Sequoias is on the land originally inhabited by the Tubatulabal Indian Tribe and later the site of the historic logging town, Johnsondale. After its closure, it was purchased, divided into 2500 share and sold to individuals as R-Ranch. The current owners, while being a culturally diverse group, must embrace a common vision if this community is to remain the place, we all felt drawn to originally.

Our vision for R-Ranch in the Sequoias is to preserve and enhance the following:

It's connection to history, nature and adventure through its rural mountain setting.

The town's rustic serenity set amongst the forests and its wildlife.

Its rugged depiction of the old west through Old Town's horses and wranglers.

The small community of owners and staff who provide a friendly, haven which helps foster group and family ties.

The opportunity to retreat from the rigors of fast city life to refresh and revitalize.

In order to maintain a vibrant community, we must develop positive relationships with the employees and the surrounding communities and become valuable contributors to the area.

The right to share in the ranch experience, which comes with each ownership, also brings with it the obligation to participate in restoring, preserving, and maintaining our property so that our children and theirs may continue to enjoy that experience.

Our vision of the Ranch is not that of a resort which we run to and from, but rather that of a garden which we must tend for it to thrive.

DEFINED TERMS

The following are defined terms as used throughout this document:

Adult:	An individual who is 18 years of age or older. (CFC 6501)
Associate Member:	The children of a Designated User shall, if they are under the age of 26, unmarried and live in the same residence as the Designated User, be entitled to associate membership in the Association. A spouse or domestic partner, if not a joint owner of an interest, shall be an Associate Member.
Biannual:	Twice a year.
Boat/Vessel:	Every description of watercraft, other than a seaplane on the water or a floating home, used or capable of being used as a means of transportation on the water. (Harbors and Navigation Code 500(e).)
Camp/Tent Trailer:	A vehicle designed to be used on the highway, capable of human habitation for camping or recreational purposes, that does not exceed 16 feet in overall length from the foremost point of the trailer hitch to the rear extremity of the trailer body and does not exceed 96 inches in width and includes any tent trailer. (CVC 242)
Camper:	A structure designed to be mounted upon a motor vehicle and to provide facilities for human habitation or camping purposes. (CVC 243)
CC&R's:	The document called "Declaration of Covenants, Conditions and Restrictions" as recorded by the developers of R-Ranch.
CFC:	California Family Code
CVC:	California Vehicle Code
Day Use Hours:	From 8 a.m. to 10 p.m. on any day and does not include an overnight stay.
Designated User Period:	The duration of time that a person is a Designated User.
Designated User:	The one person designated by an Owner as the only person authorized to have the rights of use and enjoyment of the R-Ranch, as part of that Owner's deeded interest. (CC&R's 4 (a))
Domestic Partner:	An adult who is not legally married to the Designated User, resides in the same household with the Designated User, is not a blood relative of the Designated User and shares a committed relationship with the Designated User like a licensed marriage.

Emotional Support Animal:	Under the ADA, an “emotional support animal” or “comfort animal” or “animal assisted therapy” (AAT) animal is not a service animal. It does not assist a disabled person with daily living activities. An Emotional Support Animal is not a service animal.
Fifth Wheel Travel Trailer:	A vehicle designed for recreational purposes to carry persons or property on its own structure and so constructed as to be drawn by a motor vehicle by means of a kingpin connecting device. (CVC 624)
Governing Documents:	CC&R’s, Articles of Incorporation, Bylaws, Rules and Regulations (in order of governance).
Group:	Twelve (12) or more owners, associate owners, guests (or any combination thereof) who have requested group accommodations through a group request form visiting with a Designated User at the Ranch on the same day or night.
H&S:	California Health and Safety Code
House Car:	A motor vehicle originally designed, or permanently altered, and equipped for human habitation, or to which a camper has been permanently attached. (CVC 362). Commonly called a “motor home”.
Interest:	An Owner’s ownership interest in R-Ranch, consisting of a 1/2500 undivided fractional interest as tenant-in-common with all other owners.
Manufactured Home:	A manufactured home, as defined in Section 18007 of the Health and Safety Code. A commercial coach, as defined in Section 18001.8 of the Health and Safety Code, a mobile home, as defined in Section 18008 of the H & S Code, a factory-built housing as defined in Section 18971 of the H & S Code, and a trailer coach which is more than 102 inches in width, or more than 40 feet in overall length measured from the foremost point of the trailer hitch to the rear extremity of the trailer. (CVC 387)
Mobile Home:	A structure as defined in Section 18008 of the H & S Code. A mobile home is a trailer coach which is more than 102 inches in width, or more than 40 feet in overall length measured from the foremost point of the trailer hitch to the rear extremity of the trailer. (CVC 396)

- Motorcycle: Any motor vehicle having a seat for the use of the rider, designed to travel on not more than three wheels in contact with the ground, and weighing less than 1,500 pounds. (CVC 400)
- Motor Truck: A vehicle designed, used, or maintained primarily for the transportation of property. (CVC 410)
- Motor Vehicle: A “Motor Vehicle” is a vehicle that is self-propelled. (CVC 415)
- Park Trailer: A trailer designed for human habitation for recreational or seasonal use only, that meets all the following requirements:
- (1) It contains 400 square feet or less of gross floor area, excluding loft area space if that loft area space meets the requirements of subdivision (b) and Section 18033. It may not exceed 14 feet in width at the maximum horizontal projection.
 - (2) It is built upon a single chassis.
 - (3) It may only be transported upon the public highways with a permit issued pursuant to Section 35780 of the Vehicle Code. (H & S 18009.3 (a)).
- Passenger Vehicle: Any motor vehicle, other than a motortruck, truck tractor, or a bus, as defined in Section 233, and used or maintained for the transportation of persons. The term “passenger vehicle” shall include a house car. (CVC 465)
- Quiet Time: From 10:00 p.m. to 9:00 a.m. (and from 10:30 on Fridays and Saturdays). The start of Quiet Time is extended to midnight, but only to the area around the Dance Hall on dance nights.
- Reserving Designated User: The Designated User who makes a reservation.
- ROA: R-Ranch in the Sequoias Owners’ Association, the California non-profit mutual benefit corporation that operates R-Ranch for its members (Owners).
- RV: A “Recreational Vehicle” means both of the following:
- (a) A motor home, travel trailer, truck camper, or camping trailer with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, that meets all the following criteria:
 - (1) It contains less than 320 square feet of internal living room area, excluding built-in equipment, including but not limited to wardrobe closets, cabinets, kitchen units or fixtures and bath or toilet rooms.

- (2) It contains 400 square feet or less of gross area measured at maximum horizontal projections.
- (3) It is built on a single chassis.
- (4) It is either self-propelled, truck-mounted, or permanently towable on the highways without a permit.

(b) A park trailer. (H & S 18010)

A Recreational Vehicle may also be any of the following: campers, fifth wheels travel trailers, house cars, slide-in campers, or trailer coaches.

Season: May 15th through and including September 15th.

Service Animal: The Americans with Disabilities Act (ADA) defines a service animal as a dog individually trained to aid an individual with a physical cognitive, or mental disability. Service animals perform some of the functions and tasks that the individual with a disability cannot perform. Some of these tasks include but are not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing physical support to assist with balance and stability to individuals with mobility disabilities, assisting individuals, including those with cognitive disabilities with navigation, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post-Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties.

Share: A deed to R-Ranch in the Sequoias conveys a 1/2500th undivided interest in the Ranch. Each deed, or interest conveys a single automatic membership in the ROA. Each membership is assigned a number and the membership and interest is referred to as a "Share".

Slide-in Camper: A portable unit, consisting of a roof, floor, and sides designed to be loaded onto, and unloaded from a truck and designed for human habitation for recreational or emergency occupancy. "Slide-in Camper" means a truck camper. (H & S 18012.4)

Storage: The leaving behind of a Designated User's personal property in a ROA-approved area after the Designated User and their party have vacated the Ranch after completing a reservation period.

Storage Vehicle Use: The leaving behind of a Designated User's personal property in a ROA approved area after the Designated User and their party have vacate the Ranch after completing a reservation period.

Therapy Dogs/
Animals:

Animals that have been trained, tested, certified and insured to work in hospitals, nursing homes, schools, and other institutional settings. The therapy animal and its partner visit to cheer patients, to educate the

community, to counter grief and stress, and generally act as animal ambassadors within the community. A therapy dog is not a service animal.

- Trailer: A vehicle designed for carrying persons or property on its own structure and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon any other vehicle.
- Trailer Coach: A vehicle, other than a motor vehicle, designed for human habitation or human occupancy for industrial, professional, or commercial purposes for carrying property on its own structure, and for being drawn by a motor vehicle. (CVC 635). Also commonly called a travel trailer.
- Unit: Each of the resident facilities constructed or to be constructed on the Property including all of the cottages, RV sites and the campsites.
- Use Period: Means the time or periods during which a Designated User has reserved the use of the Unit either in accordance with the reservation procedures or on a space-available basis as set forth in the Declaration of Covenants, Conditions and Restrictions and these Rules and Regulations.
- Utility Trailer: Any trailer or semitrailer used solely for the transportation of the Users personal property and that does not exceed a gross weight of 10,000 pounds. (CVC 666 repealed section). This definition includes trailers used for transporting horses.

Section 1

GENERAL ASSOCIATION INFORMATION

A **R-Ranch in the Sequoias Owners' Association Functions**

(1) For questions that are not covered in these Rules and Regulations, or the Declaration of Covenants, Conditions and Restrictions, or the By-Laws of R-Ranch in the Sequoias, contact the R-Ranch in the Sequoias Owners' Association ("ROA") as follows:

R-Ranch in the Sequoias Ranch Owners' Association
HC 1 Box 104
Kernville, CA 93238-9602
760-376-3713
FAX: 760-376-4145

(2) Your Association receives the Owner's assessment payments in person at the Association office or by mail to the above address. The Association issues your identification cards once assessments are paid. Your Association also publishes and distributes the Newsletter, collects fees and guest passes and issues guest riding passes. (Payments on the purchase of your deed should NOT be sent to the Association; they must be sent to the address on your statement.)

B **Loss or Damage to Property**

R-Ranch in the Sequoias Association is not responsible for any loss or damage to personal property owned by the Owners and Designated Users, their Associate Members or their Guests.

C **ROA Imposed Fines/Suspension Schedule**

Owners may be fined in an amount not to exceed Fifty Dollars (\$50.00) per violation and may be suspended from voting and other privileges of the Association for a period not to exceed Ninety (90) days for infraction of published rules and regulations. For continuing (daily) violations, fines may be imposed on a daily basis. If the Board of Directors concludes that the infraction is willful or egregious, it may elect, by a majority vote, to impose a maximum fine and/or a maximum suspension period, or portions of each, for even a first infraction or violation of any of the Governing Documents.

D **Governing Documents Enforcement Procedures**

The CC&Rs allow the Association to adopt such reasonable rules that are not inconsistent with the CC&R's as may be necessary or convenient to discharge the duties and responsibilities imposed upon them. Such rules shall authorize the Board of Directors to impose monetary penalties, temporary suspension of an owner's rights as a member of the Association, or other appropriate discipline for failure to comply with the governing documents, provided that the accused is given notice and the opportunity to be heard by the Board with respect to the alleged violation before a decision to impose discipline is reached. Such rules may further provide for suspension of rights and privileges and/or for monetary penalties for violation of such rules, including, without limitation, the cost of correcting any violation thereof, provided that no suspension shall be effective for more than 90 days. Such rules shall further provide for arbitration if the Board proposes to purchase or require a member to sell his interest at fair market value. The following enforcement procedures shall be followed:

- (1) Notice. Persons who are perceived to have violated any of the Governing Documents will receive written notice by personal delivery, or by first class mail, or registered mail not less than 18 days before the hearing which they can attend to be heard, or send a written response, about whether a violation did occur and, if so, what remedy should be adopted by the Board of Directors. All hearings shall be conducted in executive session. The notice shall contain the place, date, and hour of the hearing and the reason for the hearing.
- (2) Decision. After a hearing, the Board of Directors will decide if a violation occurred and, if so, it may vote to impose discipline.
- (3) Notice of Decision. The Board's decision must be given by personal delivery, or by first class mail, or registered mail not less than 18 days following the Board's decision. The notice should include the board's findings and how it arrives at its decision.

E Guidelines and Procedures for Owner Participation at R-Ranch in the Sequoias Board Meetings.

Meetings of the Board of Directors shall be conducted in accordance with the following procedures:

(1) NON-MEMBERS NOT ALLOWED

In no case are guests, or any non-Owners entitled to attend Board meetings, unless invited or approved in writing in advance by the Board.

(2) MEMBER DISCUSSION AT BOARD MEETINGS.

Because of the corporate nature of the Association's business, Owners may not participate at meetings except as expressly authorized by the Board. A certain period of time will be set aside during each Board meeting (open forum) during which Owners may make comments (limited to a max of 3 minutes and can be further restricted by the presiding officers.) Otherwise, Owners may not speak during a meeting unless recognized by the presiding officer.

(3) OFFENSIVE REMARKS

The right to address the Board does not give Owners the right to make slanderous, threatening or offensive statements. If a member engages in personal attacks or vulgarities, he or she will lose the right to complete their remarks.

(4) DISRUPTION OF MEETINGS

There shall be no disruptive behavior permitted during a meeting. If a member becomes disruptive during a meeting, he or she may be expelled from the meeting and may be subject to discipline for violating the Board meeting rules.

F RECORDINGS ALLOWED AND NOT ALLOWED

Open Board Meetings can be recorded as well as broadcast via Zoom to owners who cannot attend in person. Owners may not record their participation in any Board Executive Session.

Section 2 R-RANCH IN THE SEQUOIAS OWNERS

A **Owners are Members**

Owners of an interest in R-Ranch in the Sequoias are, because of that ownership, also members of the R-Ranch in the Sequoias Owners' Association. If any membership in the ROA (R-Ranch in the Sequoias Owners' Association) is held jointly by more than one person, only one person from that group can run for a Director seat and can only have one Director sitting on the Board of Directors at any given time. Additionally, each 1/2500 share can only have one sitting board member at any time and if someone owns more than one 1/2500 share, they are limited to one sitting board member at any time.

B **Designated Users**

There is only one Designated User per interest, usually the Owner. [CC&R's ¶4 (a)] Where an interest (deed) is recorded with more than one person's name, there shall be only one Designated User per interest (deed).

C **Owners Who are not the Designated User**

When an Owner declares someone other than themselves as the Designated User of their R-Ranch interest, the right to use the R-Ranch transfers from that Owner and their related Associate Owners (family) to the Designated User and their family. [CC&R's ¶ 4 (a)]

Married Designated User – May be a husband or wife, and either may stay separately or together.

Single Designated User – May have a domestic partner (no guest fee required).

Owners may re-designate the Designated User on an annual or bi-annual basis. The Ranch may impose a small processing fee for bi-annual changes to the Designated User to cover the cost of re-issuing ID cards. When changing the Designated User (and Associates), all ID cards previously issued for that share must be turned in to the ROA before the new ID cards will be issued. This rule applies to Owners as well as non-owners.

An Owner who is not the Designated User for a share may call the ROA and obtain a temporary one-day ID card to allow that Owner to attend Association business conducted at the Ranch.

D **Associate Members**

Persons qualifying as an associate member shall be entitled to only a single associate membership.

An Associate member, unless they are the Designated User's domestic partner, lose their ownership rights upon their 26th birthday, and will require Designated accompaniment after that date (treated as a guest).

When the Designated User is an unmarried person and has designated another adult of their household as an Associate Member, the children of either the Designated User or the adult Associate Member, not both, shall be entitled to associate memberships in the Association. [CC&R's 4 (a)]

Associate member identification cards are obtained at the Association office. Identification must be presented at that time to show that the Associate member resides in the same household as the Designated User parents. Associate Members may be required to show proof of residence from time to time.

E Designated User and Their Associates' Use of Ranch

Designated Users and their Associate Members are entitled to use of all Ranch facilities year round.

F Associates User of Ranch without Designated User

Designated User's Associate Members are entitled to the use of R-Ranch in the Sequoias without Designated Users being on the Ranch, under the following conditions:

1. 16 years of age – cannot be on the Ranch without the adult Designated User
2. 17 years of age but not yet 18 – DAY USE HOURS ONLY
3. 18 years of age but not yet 26 – overnight stays permitted
4. Domestic Partners – same as Designated User

G Owner's Financial Responsibility

Owners are financially responsible for assessments, fees, fines, and all damage incurred by the Designated User, Associate Members, members of their family, or Guests and for the actions of Designated Users, Associate Members, members of their family, Guests and Guest's children.

Owners must be current on all financial obligations to the ROA before a reservation (or Use of the Ranch) is granted to the Designated User for that Owner's interest. Such financial obligations include all of those incurred by Owners with multiple interests (shares).

Section 3 GUESTS

A No Designated User, No Guests

Guests may NOT use the Ranch unless they are accompanied by a Designated User. Guests may not stay on the Ranch without the Designated User also being on the Ranch.

B Guest for Single Ownership

A Designated User who does not have a spouse or domestic partner, is entitled to bring one Guest to the Ranch on each visit without being subject to a guest fee.

C Guest Medical Releases

Designated Users who bring any minor child to the Ranch as a guest for whom they are neither parent or legal guardian and the minor is visiting without the minor's parents or legal guardian, must have a medical release form signed by that minor's parent or legal guardian. Forms may be requested in advance from the ROA office. The signed form must be left with the security guard at the gate upon entry and payment of guest fees.

D Owners/Designated Users Responsibility for Guests

Owners/Designated Users are financially responsible for any damage incurred by their Guests and Guest's children. See paragraph **2G**

E Guest Fees

A fee, set by the Board of Directors, on a per Guest per day basis will be charged to each Designated User bringing Guest(s) to the Ranch. The Designated User must prepay guest fees for all confirmed Guests' entire reserved period, whether the Guest(s) show up or not.

F Guest Fees for Day Use

A Designated User bringing or inviting Guests to the Ranch will not be charged "overnight" or full guest fees as long as the Guests check-in after Day Use Hours begin and check out before Day Use Hours end. The guest or group fee for day use of the Ranch is set by the Board of Directors.

G Guest No-Shows

The Designated User shall be responsible for guest fees for only the first night for all Guests who do not show up – overpayment for the second night onward will be refunded upon request at the ROA office after a Guest's no-show status has been confirmed with Security.

ALL MONIES RECEIVED FROM GUEST FEES AND GUEST RIDING DONATIONS GO TO OFFSET EXPENSES AND PAY FOR IMPROVEMENTS.

H Guest Fee Exceptions

No guest fees are required of Guest's children not having reached their 7th birthday and Owner's grandchildren under the age of 16.

I Designated User/Caregivers

Designated Users who are Caregivers for live-in, elderly parents may apply to the Ranch Manager for a guest fee waiver for those parents.

J Guest Use Restriction

R-Ranch in the Sequoias was created primarily for Designated User's enjoyment. Should facilities become overcrowded due to the excessive use of guest privileges, limitations on the number of Guests using the Ranch may have to be imposed.

K Special Group Use Policies

(1) Group Cabins

The five (5) group cabins are assigned by the ROA based upon availability. All parties – Guest, Designated User and Associate Members alike – must have a bed space available to them.

(2) Group Use Limits

There shall be no more than five (5) Groups at any one time on the Ranch.

(3) Adult Supervision

A Group using the Ranch must maintain a ratio of not less than one adult for every five minor children.

(4) Violations of Rules

Should any member of a Group using the Ranch violate these Rules, the responsible Designated User may be barred from making a Group Reservations for up to 18 months.

Section 4 GENERAL RANCH RULES

A Check-In/Vacating Hours

Check in time is 2:30 p.m. Monday through Saturday and 5:00 p.m. on Sunday. Vacating time is 12:00 p.m. noon Monday through Saturday and 2:30 p.m. on Sunday. Vacating means ceasing to occupy your cabin, campsite or R.V. and informing Security of that fact. You may continue to use the Ranch facilities for the remainder of the day before checking out.

B Designated User Identification Upon Checking In

Designated Users and Associate Members must present their I.D. cards upon check-in, otherwise they will be treated as Guests. A Designated User or Associate Member arriving without their Ranch I.D. card will be required to leave their current driver's license as a deposit with Security until the Designated User status can be verified by the ROA office and a temporary card issued.

C Checking Out

All Designated Users and Guests are required to check out with Security as they leave the Ranch at the end of their stay.

D Late Vacate

If a Designated User, Associate Member or Guest vacates later than the effective vacate time, the Designated User will be fined according to the fine schedule in paragraph **1C**.

E Length of Stay

Designated Users, Associate Members and their Guests may stay at the Ranch in:

Cabins and ROA trailers -up to 14 days.

Campsites – up to 30 days

Designated User RVs – up to 14 days guaranteed (up to 30 days, space available basis-see paragraph **8E**, **8G**, and **8F** for details).

Designated Users and Associate Members may not stay overnight for the 7 days between any reservations (See 7-day Off Ranch Rule) and may not stay overnight for 7 consecutive days in any 37day period.

No Owner, Designated User, Associate Member or Guests may stay at R-Ranch longer than 182 days in any single calendar year.

F Curfew

Minors must be in cabins or RVs or accompanied by parents or guardians after 10:45 p.m. Sunday through Thursdays and after 11:45 p.m. on Fridays and Saturdays.

G Children

Children are a joy to those of us that have children and grandchildren, as well as to many who do not. We must remember, however, that many Designated Users enjoy the Ranch for its

peace and quiet. Therefore, we must ensure that our children and grandchildren respect this right of peace and quiet of other Designated Users.

H Automobile Emergencies

Tire chain service and auto mechanic work (for emergencies only) are available for a fee. Please contact the ROA office to get a work order.

I Excessive Noise Prohibited

Most Designated Users come to the Ranch to enjoy its peace and quiet. It is prohibited for any Designated User, Associate Member or Guest to make, cause or continue to make or cause any disturbing, excessive or offensive noise which would intrude upon the peace, comfort and quite of adjacent Designated Users (or would cause discomfort or annoyance to a reasonable person of normal sensitivity). Designated Users, Associate Members and Guests who are unable to voluntarily adhere to this rule will be requested to stop making disturbing, excessive or offensive noises completely for the duration of their stay. This rule applies to the cabin, camping and RV areas, and an exception is made for Ranch sponsored events such as dances and Bingo.

J Septic System

Be sure to bring enough toilet paper for your family (or you can buy it at the country store) and make sure it is 1-ply so we can keep our septic systems functioning.

K Fishing and Wildlife

A license is required for fishing in R-Lake. The lake is not stocked but has a self-reproducing fish population and, therefore, owners and their guests are required to observe a 5 Bluegill/Crappie daily limit and required to not keep bass under 16 inches to ensure lake users will have good fishing throughout the busy summer season. Please practice catch and release if you are not eating caught fish. Chumming is not allowed. Anyone found with more than 5 fish, or bass under the Ranch size limit, will be subject to Board discipline which can include a fine up to \$50 and/or ninety (90) day suspension of Ranch privileges. Hunting is not permitted on the property. Exception may be made for Owner safety with problem wildlife or if directed by the California Department of Fish and Wildlife.

Note: the California Department of Fish and Wildlife affirmed, on January 11, 2019, that we may create a rule limiting the number and size of fish taken from R-Lake as long as the limits do not exceed state law for this area. This limit is enforced the R-Ranch and not DF&W.

L Smoking

There is no smoking in any Ranch common building, cabins, and ROA trailers.

M Quiet Time

Quiet time on the Ranch must be observed for the mutual enjoyment of everyone. Those who wish to “party” later than those times must see the Ranch Manger, in advance, to arrange the use of the designated “party areas” on the Ranch.

N Waste Dumping

State and County health regulations prohibit dumping of ANY wastewater on the ground.

O Off-Road Vehicles and Golf Carts (amendment approved 10/27/2018)

The use of gasoline/diesel motorized off highway vehicles (ATV's, OHV's, snowmobiles, dirt bikes, etc.) is prohibited on all R-Ranch property. Electric OHV's and Golf Carts including those Golf Carts originally designed with quiet gasoline engines are allowed for point-to-point travel solely on Ranch property.

(a) All such vehicles or Golf Carts must provide the ROA office with copies of proof of insurance as either a stand-alone liability policy, a rider on a homeowner's or renter's insurance policy of documentation of coverage in a homeowner's or renter's insurance policy describing such included coverage in a minimum amount of \$500,000.00 or more and name the Ranch as additionally insured.

(b) All such vehicles, OHV's or Golf Carts must only travel on roads approved for automobile travel and must not traverse any part of the property that does not have an established road. Owners or their guests who violate this will be subject to Board discipline and have their use privileges revoked until a final determination is made by the Board.

P RV and Utility Trailer General Requirements

Designated Users must be current with all ROA assessments, fees, and fines. The vehicle must be road worthy. Lights must be in working order and tires must be inflated. A California license plate with current registered tags must be visible or kept on file in the ROA. RV's (of any classification) must be registered in operational status and that registration must be in the name of the Designated User who owns the vehicle. (State law requires RV's to be registered in operational status.) RV's (of any classification) can no longer be used solely to store personal items. All Designated Users must maintain the appearance of their vehicles and site. The exterior of the vehicle must be well maintained including paint, windows, doors and without extensive damage. Bicycles and other property must be stored completely inside the vehicle after the Use Period has ended. The vehicle owner's share number must be visible on the front of the vehicle, in permanent signage. There must be a Liability Release, signed by the Designated User, on file in the ROA office for every RV placed on a site or utility trailer kept in Ranch storage.

Q RV Generators

There will be no running of RV generators in the cabin area or RV park **EXCEPT** in the case of a power failure.

R Unused Utility Trailer in Storage

If you have a utility trailer in storage but do not use it, you are requested to move it off the Ranch to make room for utility trailers that are being used by Designated Users. A reminder of state law – a trailer must always have current DMV registration. If your utility trailer is not registered, you are subject to DMV penalties. If a Designated User does not move and use their utility trailer for a period of one (1) year, it must be removed from the Ranch. If a utility trailer is not used for that one (1) year period and not removed from the Ranch after that one year, it will be considered deserted by its owner, and will then be subject to removal and disposal by the Ranch. A non-owner Designated User may only store a utility trailer for the length of their Designated Use Period. The Owner of the share will be responsible for the removal of any property or vehicle of the Designated User left on the Ranch at the end of their Use Period.

S Storage of Personal Property

The storage of a Designated User's personal property on the Ranch is permitted only by prior written permission of the Board of Directors or while located completely inside a utility trailer

that has passed inspection. RV's pace on a site pursuant to the Conditional Use Rules are not considered "in storage". This policy will be enforced to the full extent the law allows and periodically reviewed. Storage on the Ranch of the personal property of any Guest is prohibited.

T **Prohibited Storage**

There will be no storage of any of the following articles on Ranch property by a Designated User:

Aircraft, passenger vehicles **of any kind** (cars or vans), camp/tent trailers, campers, fifth-wheel trailers, house cars, manufactured homes, motor trucks, motorcycles, park trailers, trailer coaches, or watercraft **of any kind** (boats, vessels, jet skis, canoes, etc.).

U **Owner Harassment** (Board approved 4/22/2017)

R-Ranch in the Sequoias Owners' Association ("ROA or "Company") expects to respect all other Owners, Guests, ROA Employees and Directors, and others who come upon ROA property. To that end, ROA does not tolerate unlawful harassment performed by an Owner that is directed towards any other person while on ROA property.

In regards to unlawful harassment directed by Owners to other Owners and third parties on ROA property, Company Regulations prohibits harassment because of sex (which includes sexual harassment, gender harassment, and harassment due to pregnancy, childbirth, breastfeeding or related medical conditions) and harassment because of race, religion (including religious dress and grooming practices), color, national origin or ancestry, physical or mental disability, medical condition, marital status, military and veteran status, age, sexual orientation or any other basis protected by federal, state or local law, ordinance or regulation. **ALL SUCH HARASSMENT IS UNLAWFUL.**

Prohibited unlawful harassment because of sex (sexual harassment, gender harassment and harassment due to pregnancy, childbirth, or related medical conditions), race, religious creed, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other protected basis includes, but is not limited to the following behavior:

(a) Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments.

(b) Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures.

(c) Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis.

(d) Threats and demands to submit to sexual requests as a condition of continued use and enjoyment of ROA property and facilities, or to avoid some other loss, and offers of other benefits at ROA in return for sexual favors.

(e) Threats and intimidation that include physical acts of verbal threats of assault that threaten other owners or a third party's sense of safety while on ROA property, and

(f) Retaliation for having reported or threatened to report harassment.

If any owner believes that he or she is the victim of any type of harassment, including sexual harassment, that owner should immediately report the incident to the President of the Board. If, for some reason, the owner feels uncomfortable about making a report to the President, the report should be made to another member of the Board. ROA will promptly and clearly inform the Owner of this or her rights to assistance and how to protect and preserve those rights.

ROA will fully and effectively investigate any such report and take whatever corrective action is deemed necessary, including disciplining or discharging any employee who is believed to have violated this prohibition against harassment (and with respect to Owners, possibly seeking to remove or limit their ownership privileges). The complaining Owner will be informed of the action taken. ROA will also take action to protect the complaining Owner and to prevent further harassment or retaliation.

Any Owner who is found to have violated this policy may have limitations placed upon their ownership rights and privileges. Such an Owner may also have actions instituted against him or her to remove all ownership privileges and/or be precluded from entering ROA property.

Nothing in this Regulation is to be construed to preclude any Owner from engaging in **consensual** and **welcome** discussions and/or activities with other Owners so long as such discussion and activities are not otherwise illegal under some other law or laws.

V **Service Animals** (Board Approved October 31, 2021)

Due to many owners and guests continuing to sneak in non-service dogs, the ROA Board of Directors conferred with a ADA Legal Specialist and a motion was made by President Nelson to adopt the following Policy & Rules for Service Animals which replaces GENERAL RANCH RULES, SECTION V, SERVICE ANIMALS in the Rules & Regulations. The motion was second by Director Wood and passed 5-0 in favor of adoption.

(1) Service Animals will be allowed to accompany members, associate members, their guests, visitors, employees, and any other person lawfully on the premises in accordance with the following guidelines:

a. If the person cannot specify any task(s) that the animal performs, or says it is a pet, the animal will not be permitted.

b. If they then state that it is a Service Dog, and if the persons disability is not obvious, the owner/guest will be asked two legal questions allowed by law.

c. Staff should not ask about the nature of the disability or require “proof” or identification of the person’s disability or the animal’s training as that inquiry violates ADA and other nondiscrimination laws.

d. There is no legal requirement that a service animal wear special equipment or tags.

e . Since there are no training standards for service animals, there is no certification requirement to “prove” that an animal is a service animal. Staff are advised to accept the verbal assurance of the person that he or she has a disability (and is protected by the ADA and state antidiscrimination laws), and that the animal is a service animal unless the animal is not under control of the owner.

If the dog qualifies Security will perform the following tasks:

- 1) Will add their information to the Service Dog Sign-In Sheet so all other Security Staff know which cabins Service Dogs are currently occupying. This sheet will be kept on a separate clipboard in the Security Shack.
- 2) Security will provide a list of rules, listed below, related to having a service dog in the cabin.
- 3) Security will also give them a sign for their cabin that they **can** put on the door or next to the door of their cabin with a few tacks provided by Security. They do not have to put it on the outside of the cabin, but can, if they would like.

If owners with Service Dogs want other owners to know the dog has been screened by Security and allowed in cabins, they may hang the sign if they wish. If this sign is not posted on the front of the Cabin, then owners will be able to report to Security that there is a dog in the cabin. Security should know, at that point, if the dog has been screened or was snuck in.

If owners arrive with dogs that do not meet the above “Service Dog” criteria, then they should be offered a ROA Trailer to stay in if one is available or they will need to depart and come back without the dog.

Adopted Service Dog Rules:

1. No excessive barking. Service Dogs should not be left alone in the cabin and should accompany the handler when they leave the Cabin. The dog must be under the handler's control at all times.
2. Per ADA, the Service Dog must be housebroken.
3. Must be leashed or under complete control when not in the cabin. The ADA requires that service animals be under the control of the handler at all times. In most instances, the handler will be the individual with a disability or a third party who accompanies the individual with a disability. If a service animal is out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.
4. No dogs on furnishings. Service dogs are trained to lie on the floor or in some instances be in the owner's arms, but not on furniture.
5. Clean up dog waste immediately just as any owner would be required to do. This is the law, not a R-Ranch rule. The handler is responsible for caring for and supervising the service animal, which includes cleaning up waste. R-Ranch staff are not obligated to supervise or otherwise care for a service animal.
6. Just like all cabins, the cabin should be free dirt, hair, dog or human and be sanitized with supplies provided by R-Ranch upon departure. Please ask Security to have Housekeeping drop by supplies, if they have been used up. This is required by all owners, not just service dog owners
7. Emotional support animals are not allowed in the cabins or cabin or common areas.

It is the Board of Directors responsibility, and those designated by the Board (Staff), to enforce the Rules and Regulations of the Association. Owners and/or Guests are prohibited from questioning the status of any Service Animals Owner. If an Owner has concerns, they should be brought to the Board of Directors or appropriate designated staff and no others.

W **Mail or Package Delivery**

No mail or packages addressed to or intended for Owners/Designated Users will be accepted by the ROA office. Any mail delivered to the ROA office will be marked "return to sender" and any package delivered to the ROA office will be refused. The only exceptions are for a proven emergency or other extenuating circumstances. A "Mail Acceptance Authorization" form is available from the office and will include an area to explain the reason for the requested exception, a description of the item being delivered, the approximate size and approximate delivery date, and the name of the delivery company. The "Mail Acceptance Authorization" form shall be approved by the Ranch Manager or Ranch Office Manager.

Section 5 RESERVATIONS

A **Plan Ahead**

Designated Users must make reservations in advance to assure accommodations. If the Ranch is full for the period desired, the Designated User may be put on the stand-by list.

B **First Come, First Served**

All accommodations are subject to prior reservations. Each Designated User has equal rights to these facilities; therefore, reservations must be accepted on a "FIRST IN" priority basis.

C **Regular Reservations Rules**

Reservations may be first made starting on calendar month prior to the desired beginning date. Reservations for May 31st, October 31st or December 31st may be made on the 30th of the prior month.

Reservations must be made ONLY BY Designated Users, and each Designated User must make his own reservation. Your R-Ranch in the Sequoias ID number must always be given with your reservation.

Call-in for reservations is daily from 9:00 a.m. to 4:00 p.m. (Excluding Sundays).

Confirm your reservation on the third day prior to your arrival date, (i.e., Friday arrivals confirm on Tuesday).

You must be checked out and off the Ranch before you may make another reservation.

You may not have 2 reservations at the same time unless there is a board meeting and that reservation is for no more than the Friday before the Board meeting to the Sunday immediately after, (See section 5J), or you have a "day-of" reservation.

D **Reservations not Confirmed**

If a reservation is made and confirmed, but the Designated User or Associate Member fails to arrive without notification, the Designated User will be subject to the disciplinary process of the Association and lose Ranch privileges until any imposed fines are paid.

E **"No Show" Confirmed Reservations**

If a reservation is made and confirmed, but the Designated User or Associate Member fails to arrive without notification, the Designated User will be subject to the disciplinary process of the Association and lose Ranch privileges until any imposed fines are paid.

F Cabin Stand-By, ROA Trailer Reserved

A Designated User may also be put on the cabin stand-by list if they accept a confirmed reservation for an ROA trailer.

G One Share, One Reservation

Each share must have one individual or legal couple as the Designated User. The deed holder is the Designated User unless another person has been delegated the rights of the Designated User for a specified time of not less than six (6) months and not more than twelve (12) months. Designated Users must limit themselves to reserving one cabin or RV site and may not use multiple Designated User designations or multiple shares to extend their usage beyond those defined in the Bylaws and CC&Rs and Section 5 I below. Couples with multiple shares may designate themselves individually to separate shares but will be required to remain in the individual units they have reserved for concurrent periods. (CC&Rs, Declaration 4 "Use of Ranch", part (a)).

H "Day-Of Reservations"

If a Designated User or an Associate Member already has a reservation on the books, they may call the morning of the day they wish to arrive at the Ranch without forfeiting the future reservation, as long as there are seven (7) days between overnight stays.

I 7-Day Off-Ranch Between Stays

Designated Users and Associate Members must be off the Ranch for a minimum of seven (7) days and nights between overnight stays and cannot make a reservation that begins less than seven (7) days after a preceding reservation has ended.

J Board Meeting Reservation Rule

This rule waives the "7-Day Off Ranch" and "No Two Reservations" rules regarding reservations made specifically for attendance at a Board meeting. Requirements are that:

- (1) The reservation is for the night prior to and/or a night following the meeting.
- (2) The Owner informs the office that the reservation is for attending a Board meeting.
- (3) The reservation is limited to Owners and Associate Members (no Guests), and
- (4) The reservation is granted on Unit space availability.

K RV Park/The Old Mill Site Reservations

The RV reservation System is as follows:

(1) Reservation Procedure

RV spaces may be reserved in the same manner as cabins are reserved. When calling to confirm your site reservation, RV Owners should also confirm the space in which the RV was placed, in case the RV was placed for good reason, in a different site from the site originally reserved.

(2) Reserve Only What You Will Use

Spaces may be reserved for up to 14 days (up to 30 days, space available – see paragraphs **8E**, **8F**, and **8G** for details), however it is requested you make your reservations for only as long as you plan to stay so as to allow more room for others if you do not plan on using your RV.

(3) ROA RV Length of Stay, Leaving During Stay

The maximum length of stay in an ROA trailer is 14 days per visit. There must be a one-

week (7 days) break between stays in an ROA RV, regardless of the length of stay. ROA RVs left vacant for more than 24 hours may be made available for other Designated Users use. (See **Planned Leaves During Stay**, Section 6 I for exception).

L **Group Reservations**

(1) **Reservation Procedure**

A Designated User wishing to make a Group Reservation must collect all the required information contained in the Application for a Group Reservation, in advance. The Application must be submitted so that the request can be reviewed by the appropriate entity and a determination made no later than thirty (30) days prior to the intended stay. If approved, a Group Reservation must then be made using the normal reservation process. Group reservations will not be approved for stays from May 15th to September 15th to free up unit space for more Owners. Groups may make a reservation up to 30 days ahead of their requested arrival date just like everyone else. Groups may cancel reservations up to and including 3 days before arrival. If a group reservation is not confirmed 3 days before arrival, the group will lose the reservation. (Board approved June 19, 2021) Groups may cancel their reservation 3 days before arrival with no penalties.

(2) **Group Reservation Review**

Application(s) for Group Reservation of at least twelve (12) people and up to twenty-two (22) people require the approval of the Ranch Manager.

Approval of Applications for Groups of over twenty-two (22) people, or for Group Use of a site in the RV Campground/Old Mill Site, required a majority approval by the Board of Directors.

(3) **Submission of Application for Group Reservation**

Application(s) for Group Reservations must be submitted to the ROA office according to the following time limits. Reservation request must be submitted in writing no more than Ninety (90) days before the date the reservation is to be made if approval is by the Ranch Manager. Or if Board approval is required, the Application submission must be at least two weeks prior to the board meeting immediately preceding the date the Designated User plans to make the reservation – taking into consideration that the Designated User must allow enough time to be informed of an approval and then to make the reservation through the normal reservation system, a maximum of 60 days in advance of the planned stay.

If a Group Reservation Application(s) is received prior to the 90-day limit, it will be denied, and Owner notified to resubmit in the proper time frame.

(4) **One Application at a Time**

There can be only one pending Application for Group Reservation per Designated User (per share number) at one time.

An application is no longer pending if:

The Application has been denied, or

The Designated User cancels the Application, in writing, prior to making the reservation,

The Designated User cancels the reservation prior to arrival for the Group stay, or upon the conclusion of the Group's stay on the Ranch.

(5) **Group Participant List**

A Designated User with an approved Group Reservation must, at the time of making the reservation supply the ROA with a list of the names of all Group participants. If any Group participant is a minor, the list must also reflect the age of every Group participant, adult and minor alike. All participants must have a current approved Hold Harmless Agreement on file with the R-Ranch or provide one upon arrival. All unrelated minors must bring a current and approved Medical Release of a Minor form signed by their parent or legal guardian before being admitted to the R-Ranch property.

Owners must have a least 12 Owners, Associate Owners, Guests (or any combination thereof) or more to qualify for a Group Reservation. When the Owner/DU calls to confirm three (3) days prior to arrival, staff will verify that the number of people has not fallen below the minimum 12-person requirements. If the number of people is below the required twelve (12), then the Owner will forfeit the reservation and be moved to another cabin that can accommodate them if there is one available. A Group must have at least 12 people and if this number is reduced upon arrival, owners must pay for all guests whether they show up or not.

(6) **Group Campsites**

The Ranch Manager may deny an Application for Group Reservation of a campsite if the number of participants exceeds the capacity of the campsite or of the available bathroom facilities.

(7) **Group Reservation Restrictions**

An Owner/DU can reserve two (2) reservations per calendar year.

Section 6

CABINS

A Double vs. Single Occupancy

Certain cabins may be designated for use by up to two (2) unrelated families consisting of Designated Users, their Associate Members, and their Guests, as determined necessary by the Association.

B Occupancy Limit

The number of Designated Users, Associate Members and Guests occupying a unit cannot exceed the number of beds in the unit plus the normal number of sleeping accommodations in a RV or tent placed next to the cabin by the Designated User or their Guests (up to but not exceeding six (6) additional occupants). (See Section 6C below) This rule does not affect a group consisting solely of Designated Users and their Associate Members.

C Trailer or Tent Next to Cabin

One (1) RV or one (1) tent may be placed in the assigned area next to a qualified cabin provided the RV or tent does not exceed the designated size limits already set for that cabin by the ROA. The RV or tent must not extend onto the roadway and sufficient space must exist between that cabin and the surrounding cabins to prevent crowded conditions. Check with the ROA for the size limits for each qualified cabin.

If an RV is to be electrically connected to a cabin, it can only be connected to the cabin's external outlet, using the manufacturer's cord, and without any electrical connection to the interior of the building.

RV's and tents placed next to a cabin may be spot-checked for compliance with Sections **B** and **C**.

D Leaving Cabin Empty and Clean

Designated Users must always remove their personal property from cabins and leave the cabin in a neat, clean condition. All furniture and beds must be returned to their original locations and all counters, tables, and appliances completely clean along with the rooms, under furniture, beds and tables. Bathrooms and showers also cleaned and ready for the Sanitizing Team to come in and disinfect the cabin. If a Designated User leaves a cabin "dirty" upon vacating, they will be subject to Board discipline explained in paragraph **1C**.

E No Pets in Cabin Area

Although most of our pets are well-behaved and housebroken, a few may not be or may forget these "manners" in a strange environment. Therefore, in order to ensure the comfort of all our Designated Users, **NO** pets, emotional support animals or therapy animals are allowed in cabins or the cabin areas. Designated Users or Guests disregarding this policy will be asked to leave the Ranch immediately and the Designated users may be subject to Board discipline.

F Posted Policies

To maintain R-cabins as our home away from home, a few common-sense policies apply and are posted in each cabin. Designated Users, Associate Members and Guests are reminded to observe these policies and to control and supervise themselves and their children.

G Inspection of Cabin Upon Arrival

Designated User is responsible for inspecting the reserved unit and reporting any damage or missing items to Security. The ROA office is responsible for billing for damage or missing items.

H Leaving During Stay

Cabins left vacant for more than 24 hours will be made available for other Designated User's use. All personal belongings will be identified, removed, and stored for the Designated User, for a modest fee. Valid emergencies requiring Designated Users to leave the Ranch for more than 24 hours, and where the Designated User intends to return, will be handled on a case-by-case basis. Contact the ROA to arrange a waiver.

I Planned Leaves During Stay

For those Designated Users who wish to use the Ranch as a "base" from which they can explore and take extended absences, the ROA will reserve for them an ROA trailer that may be left vacant for up to 72 hours (3 days). All other reservation and use policies will remain in effect.

You must make this request when making your reservation. When leaving the Ranch to explore, you must inform Security of your departure and your expected date of return. They can then lock and unlock the trailer.

Section 7 CAMPGROUNDS

A Use

Campgrounds are intended to be used for tent-style camping. RVs are not permitted.

B Stay Limit

Designated Users, Associate Members and their Guests may occupy a campsite for a period of 30 days per visit. An absence of one week (7 days) is required between visits, regardless of the length of stay. Campers must remove all personal property from their campsite upon departure.

Reminder: "THE MARK OF A GOOD CAMPER IS TO LEAVE NO MARK."

Section 8 RECREATIONAL VEHICLE PARK – THE OLD MILL SITE

NOTE: AS OF JUNE 1, 2018, ALL CONDITIONAL USE PERMITS HAVE BEEN SUSPENDED AND OWNERS ARE NOT ALLOWED TO REMAIN CONNECTED TO R-RANCH UTILITIES.

These rules apply only in an under-utilized RV Park and are subject to change as utilization increases.

A Conditional Use Agreement

Designated Users placing an RV on a Conditional Use site (see paragraph 8E, 8F and 8G that follow) must have a signed Conditional Use Agreement on file in the ROA office. The ROA will make a reasonable attempt to give seven (7) days' notice to the Designated User prior to moving their vehicle, if for a non-emergency reason.

B Vehicle Condition Checklist

Every RV or utility trailer brought onto Ranch property must meet, and continue to meet, minimum standards of maintenance and condition. These standards are listed in the Vehicle Condition Checklist, a copy of which will be provided to a Designated User or Guest upon request. Inspection of this vehicle must be made by the Ranch Manager, or the Manager's designee, within 48 hours of the vehicle's arrival on the property.

A vehicle that fails to meet the minimum requirements, per the checklist, must be removed from the Ranch by its registered owner and may not return until it complies with the checklist.

C Initial Vehicle Inspection

RV's and utility trailers arriving for the first time (never inspected) or that were already on Ranch property when this rule was adopted and allowed a "grace period" after failing an initial inspection. Grace periods are as follows:

RV's and utility trailers already on the property: Four (4) months.

During this period these vehicles must be brought up to the checklist standards and inspected again. RV's and utility trailers that are not brought up to the checklist standards within the grace period following the initial inspection must be removed from the Ranch by their registered owners or be subject to removal and off-site storage by the

Ranch, at the registered owner's expense. RV's and utility trailers arriving for the first time. One (1) reservation period.

RV's and utility trailers that fail the initial inspection will be allowed to remain on the property of that reservation period, only. Afterwards, these vehicles must be removed and are not allowed back onto the property until they can show that they meet the checklist standards. (A subsequent inspection may be requested by the registered owner if they make the needed repairs during that initial reservation period). An RV or utility trailer found on the property after failing a subsequent inspection, and the subsequent inspection occurs during a following reservation period may not remain on the property and the registered owner will be instructed to remove the vehicle immediately. Failure to remove the vehicle will subject it to removal and off-site storage by the Ranch, at the registered owner's expense.

D Subsequent Vehicle Inspections

RV's and utility trailers must be inspected on a biennial basis, to insure they continue to meet the checklist requirements. Should conditions warrant, the Ranch Manager may increase inspection frequency to an annual basis. Designated Users will be given a months' notice to prepare for an annual or biannual inspection. Vehicles that fail the annual or biannual inspection must be removed from the Ranch and may not return until they can meet the checklist requirements.

E Basic Conditional Use

A Designated User may have conditional use of a site provided the following requirements have been met.

A Conditional Use Agreement is on file.
An annual fee of \$120.00 has been paid.

An approved Vehicle Condition Checklist for all RV's occupying the site is on file and the RV must be used at least 14 days a year as habitation, not storage. Designated User must make Conditional Use space-available reservations. Following the reservation period, the RV must be left in a moveable condition (un-hooked from utilities, ready to roll).

F Extended Conditional Use

A Designated User may have extended conditional use of a site provided all the Basic Conditional Use requirements have been met (see paragraph **8E** above), and the site and its improvements are maintained during the season on a regular basis. Designated User must make Conditional Use space-available reservations. Vehicle may stay connected to the utilities subject to winterizing requirements.

G Adopt-a-Site Conditional Use

A Designated User may have conditional use of a site with Adopt-a-Site privileges provided all the Basic Conditional Use requirements have been met (see paragraph **8E** above), And a site plan of landscaping improvements and timeline for completion has been submitted, reviewed, and approved by the RV Committee and Ranch Manager, and the site and its improvements are maintained monthly, weather permitting. Designated User must make Conditional Use space available reservations. Vehicle may stay connected to utilities, subject to winterizing requirements.

H **Pets**

Pets are allowed in Designated User RV's and ROA designated pet RVs only. Pets must be leashed when not inside a RV and cannot be left unattended during Ranch Quiet Hours. Designated Users and Guests must not allow their pets to "soil" other RV sites and must pick up after their pets. Pets are not allowed in the bath houses, and if leashed outside Ranch buildings, must be tied to as not to interfere with people entering or exiting the building. Violations of any of these rules will subject the Owner to fines.

I **RV Site Capacity**

Each RV site is limited to the number of RVs and/or utility trailers approved by the Board of Directors for that site. The non-primary RVs and/or utility trailers must be removed from the site at the end of the reservation period.

Section 9 COMMUNITY CENTER

A **Use**

The Community Center is designated for use by the entire family. The Center consists of the Family Building, the Adult Building, and the Teen Center, as well as the adjacent pool and court areas. The Adult Building is for persons aged 18 and older. The Teen Center is for persons from age 12 through 18.

B **Community Center Attendant**

A Community Center Attendant is on duty daily to oversee the Center and must be contacted for environmental control, T.V. programming, sports equipment or any problem arising in the Center area. The Centers' hours are posted on the door(s).

C **Parking**

Vehicles must be parked so they do not block access roads which must remain open for emergency vehicles. Also, do not park in the spaces by the Community Center designated for staff vehicles. Fines will be assessed for parking violations.

D **Common Use**

The Community Center, as with all Ranch facilities, belongs to you. When you leave the area, you must ensure that it is left neat and clean for the next Designated User to use.

Section 10 SECURITY

R-Ranch in the Sequoias is a private ranch. Security guards are available to assist Designated Users, to protect Ranch property and to ensure the orderly conduct of Designated Users, their Associate Members, and their Guests. (Security guards, when on duty, wear ID tags, security badges and uniforms.)

A **R-Ranch in the Sequoias Designated Users ID Cards**

Designated User and Associate ID cards must be always carried while on the Ranch. When asked to show an ID card by a security guard or on-duty employee, you must do so. This procedure is for everyone's protection to ensure that no outsider will use our RANCH.

B Entrance and Exit Procedures

When entering the Ranch, Designated Users must always have their ID cards and all Associate Members' ID cards to show the gate security guard. When bringing Guests to the Ranch, you must be prepared to pay the TOTAL costs of your Guest fees before arriving at the gate to expedite entrance to the Ranch. When leaving the Ranch be sure to check-out with the security guard at the gate.

C Guest ID Cards

When entering the Ranch prior to a stay, all Guests must check in with Security. After Security confirms the payment of Guest fees, each Guest will be issued a Guest I.D. card, Guest I.D. cards are valid for only that stay. As with Designated Users, Guests must always carry their Ranch Guest I.D. cards while on the Ranch and show it to any employee upon request. Guest cards must be returned to Security upon departure after a stay.

D Speed Limits

The speed limit on the Ranch is 15 miles per hour unless otherwise posted for Designated Users and their children's safety. You must always adhere to these limits (Be alert for children, horses, bicycles, etc.). Excessive speed violations are subject to fines.

E Lost and Found

A lost and found locker is maintained in the Family building. Articles found may be given to the Center Attendant or a Security Guard.

F Disturbances

Report any disturbances or unusual events to Ranch security personnel.

Section 11 HORSES & STABLES

As R-Ranch in the Sequoias Owners, we own a large string of horses for the use of ALL Designated Users. Our wranglers have two major concerns: the safety and well-being of our Designated Users, horses, and the riding enjoyment of all of us. Accordingly, we must follow the guidance of our wranglers in the care, handling, and riding of our horses. Should a disagreement arise, the matter must be taken to the Head Wrangler or, in his absence, the Ranch Manager for final discussion.

A Hours

Riding times are posted at the stables. For safety reasons, including Cal OSHA Health and Safety requirements, the stables will temporarily close when the weather becomes adverse with a heat index of 130 or higher or when there are extreme cold, wet, icy, or other conditions which risk the safety of the Owners, guests, employees, and horses.

B Riding Attire

For the safety of all riders, proper footwear such as western/cowboy boots must be worn. Long pants and shirts with sleeves are highly suggested. Spurs are not allowed when riding on Ranch horses. All riders under the age of 16 will be required to wear riding helmets approved for equestrian use. Designated Users, Associate Members and Guests over 18 must sign a helmet waiver.

C ID Card & Passes

When you arrive at the stables to ride, be prepared to show your ROA ID card to the wrangler. If Guests are riding with you, have your guest riding passes/stable donation receipts available. Both may be obtained at the ROA office prior to arriving at the stables. If you do not have your Ranch ID Card, you will not be allowed to ride. Guests cannot ride without a Designated User or Associated Member.

D Hold Harmless Release Forms

Before horses can be assigned and ridden, riders must read and sign a release form at the stables. Parents must do this for their minor children. Designated Users bringing a minor child to the Ranch must have that child's parent or legal guardian sign a release form for that child to ride. Forms are available at the stable or Association office. Forms may also be requested by mail by sending a self-addressed, stamped envelope to the Association office. Designated Users and Associate Members fill out release forms annually – Guests fill out one every stay. If questions arise, see your wrangler.

E Horse Assignments

Decisions regarding horse assignments, riding areas, etc. are at the discretion of the wrangler – his or her decision is considered final.

F Horses are Not...

Horses are not permitted in the campgrounds, RV Park, cabin areas, or other Ranch facility areas except where designated to get to established riding trails. Horses are not to be run. Horses are not to be ridden around the lake.

G Trail Rides

Wrangler-supervised trail rides, overnight trail rides, hayrides, and Gymkhanas are scheduled periodically. If not listed on the activity's flyer, check the R-Ranch in the Sequoias Owners' Association bulletin boards or ask a wrangler for current schedules. Must be 10 years old and older to participate in guided rides.

H Ride Sign-Up

Sign-ups for horse riding for the next day are at the Community Center (Check the ROA, JHA, Security and Community Center bulletins boards for any change in the time and place for ride sign-ups). All riders must check in at the stables at least thirty (30) minutes before their scheduled ride time to complete paperwork and horse selection. Riders arriving late will be dropped from that ride.

I Guest Riding Donations

Guests will be asked for a suggested donation per ride. Stable donation receipts are available at the ROA office and donation receipts are available at the ROA office and Security. Only two (2) Guest riders per day per Designated User. Guests will not be allowed to ride on Memorial Day, 4th of July, and Labor Day holidays.

J Boarding

Subject to stall or pasture availability. Designated Users may board their personal horses at the Ranch for a fee. Temporary and monthly boarding arrangements (including the current Boarding Rules) are available at the ROA office and must be completed prior to bringing the animal to the Ranch. Boarded horses must be ridden at least once a month or removed from the Ranch.

K No-Shows and Attire Non-Compliance

No-shows for reserved rides will be fined \$10.00. To avoid the no-show fine, have Security radio the stable, or personally inform stable personnel, at least one hour prior to the ride.

Section 12 SWIMMING

A Hours

Pool and spa hours and swimming policies are posted at the pool. These policies must be read and adhered to by all pool users.

B No Lifeguards

There are no lifeguards on duty, therefore caution must be exercised by all swimmers. Children under fourteen (14) years of age are not permitted in the pool area without a parent, guardian, or responsible adult present. (California Building Code 3120B.4)

C Pool & Spa Rules

Kiddie pool is for children ten (10) years of age and under. Teen spa is for those 11-17 years, adult spa is for 18 and over. Fines will be assessed for violations of pool or spa rules.

D R-Ranch Lake

Swimming in the R-Ranch Lake is prohibited.

Section 13 ALCOHOL AND DRUG USE

GENERAL STATEMENT OF POLICY:

R-RANCH IS A DRUG-FREE ENVIRONMENT

If a Designated User, Associate Member or Guest is exhibiting unacceptable behavior estimated to be drug or alcohol related, they will be asked to voluntarily leave the Ranch when safe to do so. If they refuse, they will be informed that the ROA will call the Sheriff to handle the situation. The ROA reminds all Designated Users, Associate Members, and their Guests that you must be 21 years of age or older to purchase, possess or consume any alcoholic beverages **anywhere** on the Ranch, and underage drinking will not be tolerated and will be reported to the Tulare County Sheriff.

All alcoholic beverages are prohibited in the pool, spa, Archery Range, Gun Range, Stables and all buildings in the Community Center.

Section 14

OWNERS CODE OF ETHICS

Honesty & Fairness

As a member of the Association or Designated User (“Member”), I agree to document all factual claims and not use subtle deceptions, misinformation, half-truths, falsifications, or such practices as spreading rumors. I agree to not knowingly misrepresent facts.

Respect

As a Member, I agree to act with respect toward all other members, Association staff and the sitting Board by avoiding demeaning references, personal attacks, innuendos, and stereotyping.

Recognition

As a Member, I recognize that the Association is a business operated in the best interest of all members, that the Employees work for the Association, not any one member or group of members. I agree to protect the Association’s staff against any improper or inappropriate inclusion into social media.

Responsibility

As a Member, I agree to assume the responsibility to conduct an open dialog where the issues can be discussed, my fellow members' opinions and statements can be criticized without malice and the members' opinions and statements can be presented frankly without making false statements or misinformation to discredit anyone unjustly. I agree to not condone any other member’s actions that would violate the code and to repudiate publicly any such actions.

Compassion

As a Member, I agree to show compassion for my fellow members. I acknowledge that my social media behavior affects the integrity of our R-Ranch society.

As an ethical R-Ranch owner and member of the Association, I hereby sign onto this code. By affixing my signature, I also include anyone that would support my viewpoints (i.e., Family, significant other, friends, and supporters) and I agree to publicly repudiate any of their violations of this Ethics Code).

Any violations of these Rules and Regulations shall be subject to the Discipline as provided in the Association Bylaws.

Created this date, April 13, 2022, by the R-Ranch in the Sequoias Board of Directors