

KERN CITY CIVIC ASSOCIATION

SEVENTH AMENDED DECLARATION OF RULES ON MEMBERSHIP IN THE KERN CITY CIVIC ASSOCIATION AND USE OF ITS FACILITIES

Notice regarding all Declarations, Governing Documents, and Deeds

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital 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 the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

I. This amendment replaces and rescinds the Third Amendment to the Declarations of Rules on Membership.

II. Enforcement of Governing Documents: Each violation of the Kern City Civic Association governing documents is an infringement on the rights of all other residents of the community. Some infringements are minimal in the breadth or scope of their impacts. Others are very serious.

The enforcement policy of the Kern City Civic Association is intended to reflect the Board of Director's (the "Board's") recognition of the various different levels of violation which can occur within a community association such as ours.

The enforcement procedure, therefore, provides for a range of remedies which may be used to ensure compliance with the governing documents. It shall be the practice of the Association to utilize the lowest level of remedy found to be compatible with the gravity of each violation which will promptly cause the violation to be eliminated. Implementation of progressively more rigorous remedies may follow as necessary to resolve the problem.

III. Age-Restricted Community: It is the purpose of the Association to carry out and perpetuate the concept of Kern City as an active way of life for retired or semi-retired persons, and in support of that purpose, the following shall apply.

Senior Housing Definitions. For purposes of this Article III, the following terms shall have the following definitions:

(i) Cohabitants: Persons living together as husband and wife or persons who are domestic partners within the meaning of California Family Code §297.

(ii) Permitted Healthcare Resident: A person hired to provide live-in, long-term, or terminal healthcare to a Senior Citizen or a family member of the Senior Citizen providing that care. The care must be substantial in nature and must provide assistance with necessary daily activities, medical treatment, or both.

(iii) Qualified Disabled Resident: A disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or a Qualified Permanent Resident who needs to live with the Senior Citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury. A "disabled" person means a person with a disability as defined in California Civil Code §54(b). A "disabling injury or illness" means an illness or injury that results in a condition meeting the definition of disability in California Civil Code §54(b).

(iv) Qualified Permanent Resident: A person who satisfies both of the following requirements: (a) the person was residing with the Senior Citizen before the Senior Citizen's

death, hospitalization, or other prolonged absence or before the dissolution of marriage with the Senior Citizen; and (b) the person is age 45 or older; was the spouse of the Senior Citizen, was a Cohabitant with the Senior Citizen, or was providing the primary physical or economic support to the Senior Citizen.

(v) Senior Citizen or Qualifying Resident: A person age 55 or older, as defined in California Civil Code §51.3.

Age Restriction Occupancy Requirements. Kern City is designed to provide housing for Senior Citizens and is intended to qualify as a senior citizen housing development within the meaning of California Civil Code §51.3(b)(4). On commencement of occupancy of the dwelling, at least one (1) resident must be a Senior Citizen who intends to reside in the dwelling as his or her primary residence on a permanent basis. All other residents must qualify under one of the following categories: (i) the resident is age 45 or older; (ii) the resident is the spouse of the Senior Citizen; (iii) the resident and the Senior Citizen are Cohabitants; (iv) the resident is providing the primary physical or economic support to the Senior Citizen; (v) the resident is a Qualified Disabled Resident; or (vi) the resident is a Permitted Healthcare Resident. On the death or dissolution of marriage or on hospitalization or other prolonged absence of the Senior Citizen, a Qualified Permanent Resident or Qualified Disabled Resident may continue to reside in the dwelling as long as at least 80 percent (80%) of the occupied residences in Kern City are occupied by a person age 55 or older and the continued occupancy by the Qualified Permanent Resident or Qualified Disabled Resident does not reduce the percentage to less than 80 percent (80%) so as to disqualify Kern City as “housing for older persons” under federal law.

Federal Law Requirements. Kern City is also intended to qualify as “housing for older persons” exempt from the age restriction prohibition in the Federal Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995 (collectively, the “Acts of 1988 and 1995”). To meet the requirements of the Acts, the Association shall perform such acts as set forth in the Declaration of Restrictions.

Applicable Law and Amendment Requirements. The provisions in this section are intended to comply with the housing for Senior Citizen requirements in California Civil Code §51.3 and the housing for older persons exemption under the Acts of 1988 and 1995. In the event of any conflict between this section and applicable law regulating age restrictions in senior housing developments, the applicable law shall control. If the applicable law is subsequently modified or amended in any manner, this section shall automatically be considered modified and amended in a like manner as necessary to remain in compliance with applicable laws.

Termination of Disability. For anyone who is a Qualified Disabled Resident and the disabling condition ends and the Qualified Disabled Resident does not otherwise qualify to reside in the dwelling under subsection (c), the Board of Directors of the Association (the “Board”) may require the formerly disabled resident to cease residing in Kern City on receipt of six (6) months’ written notice; the Board may, however, allow the person to remain a resident for up to one (1) year after the disabling condition ends.

Termination of Occupant Rights of a Qualified Disabled Resident. The Board may take action to prohibit or terminate the occupancy by a person who is a Qualified Disabled Resident solely because of a disability if the Board, based on credible and objective evidence, finds that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided that the action to prohibit or terminate the occupancy may be taken only after satisfying each of the following conditions:

(i) The Board gives reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged and reasonable notice to the co-resident parent or grandparent of that person; and

(ii) The Board gives due consideration to the relevant, credible, and objective information provided at the hearing. The evidence shall be taken and held in a confidential manner under a closed session by the Board to preserve the privacy of the affected person. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

Occupancy by a Permitted Healthcare Resident. A Permitted Healthcare Resident may occupy a dwelling during any period that the Permitted Healthcare Resident is actually providing live-in, long-term, or terminal healthcare to the Senior Citizen for compensation. Compensation shall include provisions of lodging and food in exchange for care. A Permitted Healthcare Resident shall be entitled to continue his or her residency if the Senior Citizen is absent from the dwelling on satisfaction of each of the following conditions:

(i) The Senior Citizen became absent owing to hospitalization or other necessary medical treatment and expects to return to the dwelling within ninety (90) days after the date the absence began; and

(ii) The absent Senior Citizen or an authorized person acting for the Senior Citizen submits a written request to the Board stating that the Senior Citizen desires that the Permitted Healthcare Resident be allowed to remain in order to be present when the Senior Citizen returns to reside in the dwelling.

Temporary Residency. Nothing in this section shall prohibit the temporary residency of any person under age 55 as a guest of the Senior Citizen or Qualified Permanent Resident. "Temporary residency" shall mean occupancy of a dwelling for no more than sixty (60) days in any consecutive twelve (12)-month period.

IV. Responsibilities of Owners: Each Owner of a lot is responsible for the acts of their tenants, guests and invitees. Each Owner is responsible for informing their tenants, guests and invitees of the rules by which the Association and development are operated.

Each Owner shall include in any lease or rental agreement by which their property is occupied by another a provision which states substantially as follows;

"Tenant understands that the property being rented is part of a deed restricted, age restricted, common interest development. Tenant understands and agrees to be bound by the governing documents which regulate activities within the complex."

Failure to adequately supervise the activities of tenants, guests or invitees shall provide a basis for discipline against the owner involved.

No owner shall rent property to any person or persons who do not qualify under Section 3 herein, or any of the sections of Article I of the Kern City Civic Association By-Laws.

No owner shall sell property or otherwise transfer title of property to any person or persons who do not qualify under Section 3 herein, or any of the sections of Article I of the Kern City Civic Association By-Laws, unless the buyers who do not qualify under Article I will not reside in the dwelling.

Effective November 14, 1991, property owners are required to notify the Kern City Civic Association office in writing prior to any change in occupancy. Added effective Jan. 1, 2012: Failure of owners to notify the Kern City Civic Association office within two weeks of new occupancy at their Kern City property will be an infraction and will result in a hearing. If the directors decide there has been a violation, they can impose a Class I monetary penalty fine

and suspension of privileges. If a penalty is levied, the owner will be fined even if the property is managed by another person or company.

Effective November 14, 1991, verification of age of new owners or renters is to be presented to the Kern City Civic Association office prior to taking occupancy. Added effective Jan. 1, 2012: Renters of properties whose owners are not in good standing with the association due to unpaid assessments/bills or violations will have privileges revoked, including but not limited to: use of the pool/spa, exercise room, woodshop and other facilities. This revocation shall be automatic and without hearing, and shall be initiated by the Board of Directors upon notice of failure to pay assessments. The revocation shall remain in place until all assessments, including late fees and/or penalties, are paid.

Each Owner of a lot is responsible for the maintenance of his or her lot and compliance with the building requirements, as set forth in the Declaration of Restrictions or as set forth by the Board.

A **SHED** or other similar structure may be erected on a lot, so long as the shed or similar structure is not bigger than eight (8) feet by ten (10) feet, and is located either ninety (90) feet or sixty percent (60%) of the depth of the lot from the front lot line, whichever is less. No portions of a shed or similar structure erected on a lot may be closer than ten (10) feet to the back lot line, or if the lot borders the golf course, may be closer than twenty five (25) feet to the boundary of the golf course. As of the effective date of these Rules, and unless as otherwise determined by the Board, no more than one shed or similar structure shall be erected upon a lot. If a lot already contains one or more sheds or similar structures, no additional sheds or similar structures shall be erected.

Added effective February 09, 2021: **CANOPY/SHADE STRUCTURES**

- 1) Kern City does not allow temporary canopy shade structures to be permanent or long-term shade structures.
- 2) Residents may use a temporary canopy/structure for a maximum of 72 hours up to 3 times a year. The structure must be anchored to the ground to prevent becoming airborne.
- 3) Canopies/shade structures may not be used to facilitate repairs or maintenance to any vehicle. Also, there are to be no repairs or maintenance done to a vehicle on driveways, on the street or on any yard.
- 4) Canopy/shade structures do not include gazebos/pergolas. However, gazebos/pergolas do require a KCCA Architectural Alteration approval.
- 5) Temporary structures may not be electrified.

Added Effective: April 12, 2023: **FERAL ANIMALS**

No person is permitted to feed any stray, feral or wild animal inside Kern City. This includes stray, feral or wild cats, which unless they become pets and are kept inside the house or condo, must not be fed. The dangers of feeding feral animals include: Harming these animals by causing them to lose their hunting abilities and fear of humans; creating potential threats to the safety and health of people in Kern City; damaging property; harming pets; and creating nuisances. Feeding feral animals is a violation of this rule which, after notice and a hearing, violators may be fined or have Common Area privileges suspended, among other penalties.

Added Effective: April 8, 2025: To ensure room rentals are available to members and residents and the KCCA Board of Directors and Social Club events, member and residents' room rentals will be limited to twice a year. Exceptions must be approved by the KCCA Board of Directors. The rentals for members and residents must be for themselves and their close relatives only which include children, parents, siblings, grandchildren, spouse (no cousins, nieces, nephews, friends and/or clubs, etc.).

V. Enforcement Options and Procedures: The Association in its own name and on its own behalf, or on behalf of any Owner who consents or in whose name an action is authorized to

be prosecuted under these By-Laws, shall have the power to commence and maintain actions to collect monetary obligations, for damages or to restrain and enjoin any actual or threatened breach of any provision of the Declaration, the Articles, these Bylaws, the Rules or any resolutions of the Board (the "Governing Documents"), and to enforce by mandatory injunction, or otherwise, all of those provisions. Before the filing of a civil action by the Association for declaratory relief or injunctive relief, or for declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than Association assessments, related to the enforcement of the Governing Documents, the Association and the Owner or Owners against whom the civil action is to be filed shall endeavor to submit the matter in dispute to a form of alternative dispute resolution such as mediation or arbitration in accordance with the provisions and procedures in California Civil Code §§ 1369.530-1369.580. However, the Association shall not have to seek mediation or arbitration prior to filing a civil action if the applicable time limitation for commencing the action would run within 120 days.

Recordation of Notice of Violation of Declaration. On any violation of a provision of the Governing Documents by an Owner relating to the use, occupancy, or physical condition of the Owner's lot, the Board may authorize the recording of a notice of violation in order to impart constructive notice to any subsequent purchaser, successor in interest of the existence and nature of the violation. The notice of violation shall state the legal description of the Owner's lot and the name of the Owner as reflected in the recorded deed to the lot and shall describe the violation and any action required to be taken by the Owner in order to cure or correct the violation. The notice of violation shall be signed by the President of the Association or by a person authorized by resolution of the Board. The notice of violation shall not be recorded unless and until the Association or its authorized representative has delivered to the violating Owner or Owners, at least fifteen (15) days before the recordation of the notice of violation, a written notice of intent to file a notice of violation and a demand for cure or correction, and unless the violation has not been cured within that fifteen (15)-day period. If the Association files an action or obtains a judgment relating to any such violation, the Board may also authorize the recording of a notice of pendency of action or an abstract of judgment. On cure of the violation, dismissal of the action, or satisfaction of the judgment, the Board shall record a notice of cure, dismissal, or satisfaction of judgment.

Additional Remedies. In addition to its remedies under the paragraphs above, the Association can suspend the voting rights, suspend use privileges of the common area, assess monetary penalties or seek a lien against any Owner or other person entitled to exercise such rights or privileges for any violation of the Governing Documents. However, any suspension of use privileges cannot exceed thirty (30) days for any one violation (except that if such suspension is due to the failure to pay assessments, the suspension may continue until payment is made), and any monetary penalty cannot exceed \$5,000 per year, and no suspension or penalty can be imposed unless it is accomplished in the manner provided for in the following section.

Notice and Hearing. In accordance with Civil Code §1363.820, the Association shall provide a fair, reasonable, and expeditious procedure to its members for the resolution of disputes between the Association and a member involving their respective rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act (Civil Code §1350-1376) under the Nonprofit Mutual Benefit Corporation Law (Corporations Code §7110 et seq.) or under the Governing Documents. In addition to any notice given to an Owner or Owners as provided in the preceding paragraph when the Board is to meet to consider or impose discipline on an Owner, the Board shall notify the Owner in writing, by either personal delivery or first-class mail, at least ten (10) days before the meeting. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which the Owner may be disciplined, and a statement that the Owner has a right to attend and may address the Board at the meeting. If requested by the Owner being disciplined, the Board shall meet in

executive session and the Owner shall have the right to address the Board during its executive session rather than during its open session. If the Board imposes discipline on an Owner, the Board shall give written notice to the Owner of the disciplinary action, by either personal delivery or first-class mail, within fifteen (15) days after the action. A disciplinary action shall not be effective against an Owner unless the Board fulfills the requirements of this Section.

Limitation on Enforcement Remedies. Except for the remedies expressly provided in this Section, or as a result of a judgment or decree of a court or a decision arising from arbitration or mediation or a foreclosure or sale under a power of sale based on the Owner's failure to pay assessments duly levied by the Association, the Association does not have the power or authority to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of the Owner's lot if the Owner does not comply with provisions of the Governing Documents. If an Owner fails to cure a default within sixty (60) days after written notice to that Owner, the Association shall give the notice required in the paragraph below to the Owner and, if applicable, mortgagee of record.

Notice to Owner and Mortgagee. At least thirty (30) days before recording a lien against the lot of an Owner, the Association shall notify the record Owner and, if applicable, mortgagee, in writing by certified mail of the following:

(i) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount, a statement that the Owner has the right to inspect the Association records under California Corporations Code §8333, and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:

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

(ii) An itemized statement of the charges owing by the Owner, including items on the statement that indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney fees, and late charges, and any interest.

(iii) A statement that the Owner shall not be liable to pay charges, interest, or collection costs, if it is found that the assessment was paid on time to the Association.

(iv) The right to request a meeting with the Board to discuss a payment plan for the amount owing by the Owner.

(v) The right to dispute the assessment debt by submitting a written request for dispute resolution to the association under the association's "meet and confer" program required by Civil Code §1363.810—1363.850.

(vi) The right to request alternative dispute resolution with a neutral third party under Civil Code §1369.510 before the association may initiate foreclosure against the Owner's separate interest, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An Owner may submit a written request to meet with the Board to discuss a payment plan for the amount owing as shown in the Association notice. The Association shall provide the Owners the standards for payment plans, if any exist. The Board shall meet with the requesting Owner in executive session within forty-five (45) days after the postmark of the request, if the request is mailed within fifteen (15) days after the date of the postmark of the

Association notice, unless there is no regularly scheduled Board meeting within that period, in which event the Board may designate a committee of one or more members of the Board to meet with the Owner.

VI. All rules and regulations pertaining to all properties within Kern City not amended or removed in this Fourth Amendment to the Rules shall remain in force.

This Sixth Amendment to “Declaration Rules of Membership In The Kern City Civic Association and Use Of Its Facilities” is applicable to all properties in Exhibit “A” attached hereto and by this reference made a part hereof.

KERN CITY CIVIC ASSOCIATION, INC., A Nonprofit Corporation

Date: _____

By: _____

Name: _____

Title: _____

Rev: 04/8/2025