

## *Oakcrest Manor Homeowner's Association List of Rules*

1. Use of Condominium/Requirements of Lease: No Condominium shall be occupied and used except for residential purposes. Any owner that wishes to lease his or her Condominium must have a written lease turned into Calsur Property Management and it must include consent from the lessee that they will abide by the rules of the complex. No later than 10 days after entering lease, owners must provide a copy of lease and tenant information. Failure of lessee to comply with Project documents must result in immediate action on behalf of the owner to cure the problem and, if necessary, eviction of the tenant. No business activities permitted on the premises without HOA approval.
2. Move-in/Move-outs and Changes of Ownership: Upon sale or turn over in tenancy for a unit, a fee of \$150 will be assessed to both the moving-out party and the moving-in party for a total of \$300 per transition. These fees can be covered through escrow or transferred to your tenants at owner discretion. Failure to pay move-in and move-out fees may result in legal action against owner of the unit.
3. Insurability: If a homeowner wishes to lease his or her condominium, they must require that their resident obtain renters insurance.
4. Pets: Only domesticated pets such as dogs, cat or other usual and ordinary household pets as allowed by the Rules and Regulations. Owners and residents must adhere to civil code and maintain pets on a leash in the common areas, controlled by a person that can control the animal. Owners of pets must pick up after their animals. Failure to follow these rules or any rules as stated in the CC&Rs Section 12.4 page 37 & 38 will result in a fine.
5. Antennas/Satellite Dishes: Owners must seek approval from Board of any antennas and satellites to be placed on the exterior of the building. If there is a need to mount an item to the roof, permission must be given to do so upon a grey cinder block only. Without written consent from the HOA, items will be removed without notice.
6. Common Area: Common areas are to be used ONLY for the following:
  - a. Affording vehicular passage, temporary and emergency parking, and pedestrian movement among all areas of the Project.
  - b. No part of the common area shall be obstructed to interfere with its use of the purpose permitted; nor in any manner of storage purposes. Residents and owners will not allow activity that could cause premises to become uninsurable, subject to insurance cancellation or subject to risk in any part of the common area.
  - c. Keep lobby clear of all items such as furniture, carts, and bicycles. This also includes hallways and front doors.
  - d. Garage or yard sales are not permitted.
  - e. Doors to the building must remain closed and locked always. They cannot be propped open. We could be fined by the fire marshal if they come by to do an inspection. If you or your children are caught propping doors open, you will be fined. Children who reside at Oakcrest Manor should own their own key. If they are not old enough to carry a key and know how to use it, they should be supervised by adults when playing in public areas.

7. Liability for Damage to Common Area: Each owner shall be legally liable to the Association for any damages to the common areas or to any improvements therein that may be sustained because of the negligence of that owner and/or such Owner's invitees, as such liability may be determined under California Law.
8. Offensive Activities and Conditions: No noxious or offensive activity shall be carried in any Condominium, or on the common area. No odors, noise, etc. shall be permitted to exist or operate under any portion of a Condominium as to be unreasonably offensive or detrimental to any other part of the project or its residents. Illicit activities will be reported to the proper authorities. If you witness illicit or dangerous activities, feel free to report them to the police.
9. Trash: All rubbish, trash and garbage shall be removed from the Property on a regular basis. Trash must end up inside of containers, and separated appropriately if need be, and is not to accumulate therein. Should trash be found piling by the trash chute doors, the whole floor will be fined for the cleanup. Units found to be dumping larger items (such as furniture) by the dumpsters will be fined the maximum fine for cleanup. Any wood and storage piles shall need to be concealed in such a manner that it is not visible from any neighboring property or common area or otherwise will be disposed of by HOA at homeowner's expense. No furniture allowed in dumpsters. Please break down boxes you dispose of to the dumpster. The association is billed each time the chute requires special attendance.
10. Balcony and Patio Areas: No exterior clothing lines shall be erected or maintained. Patios and balconies may be used exclusively for the placement of patio/lawn style furniture, barbecues, potted plants and any other usual patio equipment. Owners shall place trays under all potted plants and no water is to run off balcony or patio areas. Nothing may be placed on patio railings or any other area where someone/thing may be injured or damaged if these items fall. No draping of towels, carpets or laundry will be allowed on railings. No laundry lines or external blinds are to be installed on patios. Balconies on the first floor may not be used as an entryway into your home. In other words, no jumping over the patio wall. This type of activity is causing damage to the lawn and incurring more costly gardening fees.
11. Window and Patio Coverings: No window will be covered by paints or aluminum; however, solar film will be permitted with prior permission from the HOA. No patio coverings or additions shall be permitted unless otherwise advised by the HOA in writing.
12. Interior of Condominiums: Any alterations or modifications to the interior of a unit must have consent with building code requirements. External modifications will require Board/Architectural Committee approval before any work is to be done. External changes to the building are the responsibility of the Association and should not be performed without board approval. Do not block drain on balconies.  
Nothing should be stored on your balcony that exceeds the height of the ledge.
13. Parking: No trailers, recreational vehicles, campers, camper shells, bus truck over  $\frac{3}{4}$  ton, all-terrain vehicles, boat trailers, commercial vehicles (except as permitted by HOA) shall be parked on the premises other than temporarily for purposes of loading and unloading. No noisy or smoky vehicles shall be operated in the community. No inoperable or unlicensed vehicles shall be permitted to remain upon any area within the community. Storing of vehicles is unpermitted. Motorcycles and Motorbikes are to be permitted and not to exceed noise levels of 45 decibels. No owners or residents shall park more vehicles in the community at any one time than their parking space was designed to accommodate. No owner shall block or impede fire access at any

time. Use of unassigned parking spaces is prohibited and will result in towing without notice from Western Towing. The Association shall not be liable for any damages incurred by the vehicle owner unless the damage was a result of neglect act of the Association. There is no guest parking in back lot, all spaces are assigned. Cars that are parked in other tenants' spaces will be towed at the car owner's expense.

If someone is parked in your spot do not take another's, call towing company. No auto repairs, working on cars or washing cars is permitted in the back-lot area. No playing in the parking lot. This is a safety and liability issue. Children must play only in the designated playground area. Also, the front lawn is not to be used as a court for volleyball, basketball, or any other type of recreational sport unless cleared in advance with the HOA board. Any damage that occurs to the property (whether the collective property of Oakcrest Manor or private residences) will be the responsibility of those in violation of this rule.

\*\*Levying of monetary penalties against an individual member as a disciplinary measure for failure of a member to comply with provisions of the documents or board resolutions will result as follows:

1<sup>st</sup> offense: warning

2<sup>nd</sup> offense: \$50 fine

3<sup>rd</sup> offense: \$150 fine

4<sup>th</sup> offense and any offense thereafter: \$250

The Board shall have right to impose penalties against members and fines are subject to change on a case-by-case basis. 15 days will be given to remedy any correctable violation and fines will be assessed without warning thereafter. Warnings may also be waived on a case-by-case basis for automatic fining dependent on the violation.

Amended July 28, 2017 by Calsur Property Management

*The HOA does not contact and / or manage tenants. All communication is sent to the Owner who must inform Tenants of issues and violations.*

*Owner communication may be directed to Calsur Property Management at*

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