

The Rules and Regulations Manual



Oak Crest Manor Homeowners Association

Adopted: October 12th, 2004

Please keep this booklet in a convenient place. Tenants as well as owners are responsible for abiding by its contents.

Preface

Upon the purchase of your unit, you were given a complete copy of the Declaration of Rules and Regulations (CC&R's). In addition, you received the By-Laws of Oak Crest Manor. These two documents provide you with essential guidelines for making your living experience at Oak Crest Manor an enjoyable one. By having a cooperative spirit in respecting the rights and privacy of your neighbors, successful condominium living can be achieved for everyone.

All homeowners, their tenants and guests share in the responsibility for maintaining the Homeowners Association Rules and Regulations. The Board of Directors reserves the right to adopt or amend the Rules and Regulations from time to time or as needed.

Rules and Regulations: Establishment and Enforcement

1. The Board of Directors has the authority to establish uniform rules and regulations pertaining to the use of the common area and recreational facilities. The CC&Rs, Article V, Section 502(b). Each owner, tenant, or occupant of a condominium is obligated to comply with provisions of the CC&Rs and the rules set forth in this Manual.

A. Enforcement of the Rules and Regulations

1. The Board of Directors has the authority to enforce the Rules and Regulations of the Association. The authority includes the Board's right to assess fines, tow automobiles, sue for monetary damages or injunctive relief, suspend Association privileges, and all other remedies allowed by law.
2. These powers are not intended to be taken lightly or administered in a frivolous manner. Penalties will be imposed only after the Board of Directors has received a written complaint.
3. Any homeowner who witnesses a violation of law or ordinance (loose dogs, noisy neighbors, unlicensed or reckless drivers, etc.) should report said violation to the proper police authority.
4. Any homeowner who witnesses an infraction of the Association rules has the right to discuss it with the violator. However, if there is any reason the homeowner would rather not confront the offender with the violation, the homeowner has the responsibility to report the violation IN WRITING to the Board of Directors in care of the management company for action. He/she must furnish the date, time of day, place, and the name(s) and address(es) of the offender(s) along with specific details of the infraction. The Board of Directors will enforce all Rules, By-Laws and Restrictions to the full extent of the law. However, violations cannot be acted upon unless they are submitted in writing.

5. An owner is strictly liable for violations of these rules by his/her guests or tenants. When a tenant is in violation of a rule, the owner will be served the notice of complaint and have the responsibility for subsequent action as outlined hereafter as though he/she were the offender.

B. Complaints

1. If you become aware of a situation that you feel violates the Rules and Regulations as well as the CC&Rs, or of any matter that needs immediate assistance, please contact the property management Company or send your written concern to:

Pacific Real Estate Services, Inc.
Bruce Bennett - Manager
P.O. Box 16596
San Diego, California 92176
Phone: (619)284-3324

Please note that anonymous complaints cannot be accepted.

2. If the management company ascertains that a violation has occurred, a written "Notice of Violation" form will be completed, one copy of which will go to the resident and one copy to the homeowner. This notice serves as an advertisement of the rules and penalties.
3. All homeowners and residents can request a meeting with the Board. A request must be given in writing 10 days prior to the next Board meeting. All those present will be given the opportunity to present evidence to the Board.
4. The Board will make the final ruling. Written notice of the final ruling will be sent to the resident.
5. At the discretion of the Board, fines for continued or repeated violations may be imposed on a daily basis per violation, or until the violation is corrected. Violations that cause or are made to cause bodily injury, death or create the possibility for the cancellation or increase of insurance will carry a fine to be imposed at the discretion of the Board, but not to exceed the maximum amount permitted by law. In the event that there is the need for immediate clean up or restoration of any portion of a common area, including but not limited to Exclusive Use common Areas, will be the sole responsibility of the owner and all costs associated with the cleanup will be the responsibility of the owner of record and assessed to the owner of record. Four (4) or more violations assessed to a single lot in any six-month period may result in an additional fine at the discretion of the board. Should a twelve (12) month period pass without any violations, a first notice to correct the violation must be sent by the Association prior to imposing any fines.

C. Penalties

When informed by a co-resident or the property management company that an activity is in violation of a rule or regulation, the resident will be required to stop the activity. If the request is ignored, a formal written warning will be sent to the violator. Failure to respond to the written warning to stop the activity will result in additional penalties as listed. Violations of any of the CC&Rs, rule and regulations may result in a monetary penalty of up to or in excess of \$75.00 for each offense.

Monetary Penalties for Violations (except parking):

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

Monetary penalties imposed are due and payable with the owner's next assessment. If the monetary penalty is not paid within thirty (30) days of assessment, a lien will be filed against the owner's unit, and will accrue interest at ten percent (10 %) per annum of the unpaid balance until paid in full. The owner shall be liable for all costs of collection, including those Imposed by a small claims court.

Note: Assembly bill No. 55 (AB55) effective January 1, 1994 amends the California Civil Code, Section 1354 and requires arbitration or mediation of certain disputes to enforce an association's governing document(s) prior to the initiation of a civil lawsuit by an association or member of the Association.

D. Assessments

The association assessments are due monthly. Checks are to be made out to the Oak Crest Manor Homeowners Association. They are due on the first day of the month and become delinquent after the fifteenth (15th) of that month. (California Civil Code 1365); and are subject to a late charge of 10% per month. Any owner whose dues have not been received by the thirtieth (30th) of the current month will be notified of this oversight by the Management Company. Should the dues continue to remain outstanding, the Management company will send another letter advising the owner that a lien will be filed against the unit unless all amounts due are paid.

Rules and Regulations

A. Vehicles and Parking Rules

1. Only currently registered passenger motor vehicles, light trucks and motorcycles may be parked in the garage and common area parking spaces.
2. Owners must prevent their vehicles from dripping oil in the garage. Owners are responsible for cleaning any oil that has dripped. If the Association cleans oil that has dripped, the owner will be assessed the cleaning fee.
3. Restoring or repairing vehicles on the property is not permitted.
4. Buses, trailers, campers, boats, watercraft. Mobile homes, recreational vehicles, and the like are not permitted on the property.
5. Each owner is assigned a specific space to park one (1), two (2), or three (3) standard size vehicles with purchase of their unit. Parking in another unit's assigned space is not permitted unless previously arranged with that unit's owner. Vehicles parking in violation of this rule are subject to towing at the owner's expense.
6. No inoperative or unregistered vehicles are permitted.
7. Any vehicle must be able to fit within the parameters of the parking space.
8. Storage of any kind is prohibited in the garage.

Vehicles and Parking Violations:

<u>First Offense Only</u>	<u>Thereafter</u>
Warning	Vehicle will be towed at vehicle owner's expense

B. Pets

1. A maximum of one domesticated and ordinary household pet such as a dog, cat, bird, etc. weighing not more than 25 pounds may be kept, provided they are not kept, bred, or raised for commercial purposes and provided that they are kept under control at all times. Exotic animals, Pit Bulls and Rottweilers are not permitted.
2. Pets must be kept quiet at all times. Excessive barking or howling will not be permitted.

3. Dogs must be leashed at all times when in any common area. San Diego Civil Code, Section 62.614, subsection G (the leash law) applies at all times.
4. Cat litter must be disposed of carefully to avoid spillage in and around the dumpster.
5. Dog waste must be picked up and disposed of properly. Owners must prevent their pets from soiling the common areas, urinating on the grass and are solely responsible for any required cleanup.
6. All dogs and cats must be tagged, identifying the owner's name, address and phone number.
7. No pet may be kept in the project if, in the opinion of the Board of Directors, the pet results in an unreasonable annoyance or danger to other residents.

Pet Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

C. Signs

1. An owner may advertise a unit for sale or lease with one (1) standard format estate sign with a maximum face area of six (6) square feet. The sign is to be posted inside the window of the unit.
2. The commercial unit may advertise its business activity with a reasonable sign(s) and display(s) as approved by the Board.
3. No other sign, poster, display, or advertising device may be displayed visibly outside a unit without prior written authorization of the Board.
4. Security Systems Warnings signs have been approved by the Board of Directors for display provided that they conform to the following restrictions:
 - a. One security system warning sign or decal, not to exceed 16 square inches in size, may be affixed to each sliding glass door unit.
 - b. One Security System warning Sign or decal, not to exceed 16 square inches in size may be affixed in the corner of each window unit.

Sign Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

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D. Architectural Maintenance/Control

1. No structure alteration (construction, addition or removal) of a condominium unit or Common Element shall be commenced or conducted except in strict accordance with the provisions of the Bylaws.
2. All changes proposed by the unit owner to the exterior of his/hers unit shall be submitted in writing to the Architectural control Committee or Board. All requests must be submitted in writing with a description and a diagram of the proposed changes and must be signed by the unit owner. Once written approval has been received and changes have been made, the unit owner must contact the committee or Board so that the final inspection may be made and signed off by the committee.
3. No owner or resident may take cause to be made any changes outside his/her unit without the prior written approval of the architectural committee or Board unless the Committee fails to respond within 60 days of the written request submitted by the unit owner.
4. Electrical and telephone wiring, antennas, air-conditioning units, etc. may not protrude through the exterior walls or roof without written authorization from the Architectural Committee and/ or the Board of Directors.
5. An owner may not make any improvement or repair which impairs the structural integrity or mechanical systems or lessens the support of a portion of the property.
6. An owner may not make any repairs or improvements to their unit, which unreasonably increases the level of noise, or sound that can be heard outside the unit during normal use and occupancy.
7. An owner may not install hardwood floor surfaces in the unit including, without limitation, wood, marble, granite, or tile, without prior written approval by the Architectural committee and/ or the Board of Directors.
8. An owner may modify a unit and its exclusive use common area to eliminate hazards and to facilitate access for disabled persons with prior written consent of the Architectural Committee and/ or the Board of Directors; if the modifications are consistent with applicable building codes and the governing documents.
9. An owner may not add plumbing fixtures without prior written approval of the Architectural Committee and/ or the Board of Directors.
10. The architectural covenant imposes a legal requirement on the Association to approve or disapprove construction of new structures, exterior additions or alterations to the original design of the units, and all subsequent alterations thereto **BEFORE** the unit owner starts them.
11. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to

maintain or to improve overall architectural standards and harmony. No amendment shall affect any project prior to the adoption of such amendment.

13. Any project or exterior modification, which was completed prior to the issuance of these regulations, which would normally require Board approval prior to initiation, shall not be construed as setting precedent, and will require board approval before any major repairs, changes, and/or alterations are made.
14. Before any changes or initiating any project, which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes can be aesthetically offensive to their neighbors, and can, also undermine the structure of the building.
15. Any project, exterior modification, or other action violation of these standards are subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.

Architectural Maintenance/Control Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

E. Investor/Owner

1. The provisions of the CC&Rs and the Bylaws and failure by Lessee to comply with such terms shall be default of the lease.
2. The Lessor must provide the lessee with a copy of the current Rules and Regulations.
3. Included in the lease should be a provision that the tenant has been given said copies and has read and understood and agrees to abide by these documents.
4. The owner/ investor must notify the Board of Directors in writing that the unit is tenant occupied, providing the name(s), address and phone number of the occupants.
5. All leases must be in writing and may not be for any period of time less than 30 days. This means that no unit may be leased for transient or hotel purposes. Time Sharing is not permitted.
6. The investor /owner must provide to the management company and/or the Board of Directors the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of the established guidelines.

F. Common Areas

1. Common courtesy demands thoughtfulness of others. Noise levels need to be kept to a minimum, especially between the hours of 10 P.M. and 8 A.M. During those hours operating, vacuum cleaners, exercise equipment, loud stereos and television or any other type of equipment that readily transmits noise to adjacent units is disturbing to others and is not permitted and will be subject to a fine.
2. No exterior antennas or satellite dishes may be placed anywhere in the common areas or areas visible from the common areas.
3. A play area for children has been provided. All unsupervised children are the sole responsibility of their parents or guardians. No skateboards, three wheelers, skates or similar activities are allowed in the complex. No personal property, including bicycles shall be left in the common area.
4. Patios must be kept cleaned and maintained in a neat appearance. Only normal patio-type furniture and barbecues may be kept on the patios and balconies. No refrigerators, boxes, cans, mops, old furniture or anything else that would detract from the neat appearance can be kept on the patio or balconies.
5. Clothes and/or other articles hanging from the balconies or patio areas are not permitted. No exterior clotheslines shall be erected in the patio areas or common areas and there shall be no outside laundering or drying of clothes.
6. Pots and plants are not to be placed on balcony, as this is a safety hazard. All potted plants must be placed in saucers adequate to contain any and all overflow from watering.
7. Excessive hosing of balconies and patios resulting in usage of large amounts of water is prohibited.
8. Littering of lawns or commons areas, including the garage and alley, with beverage cans, bottles, cigarette butts, sawdust, paint, plaster, or anything else from home projects or other debris is strictly prohibited.
9. Each owner shall be financially responsible for all damages to the common areas caused by such owner, his tenants, guests or invitee.
10. Tampering with, changing, vandalizing, or altering common area equipment is strictly prohibited.
11. Walkways must be kept clear at all times per insurance regulations and in case of an emergency.
12. There is to be no riding of bicycles or skateboards within the common areas.
13. Smoking is prohibited in all common areas, including but not limited to stairwells, the elevator, garage, storage, and laundry and exercise rooms.

Common Area Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

G. Trash

1. All trash shall be deposited only in the Lash receptacle provided. Trash shall not be left on decks, entryways, or in the common areas.
2. All trash should be placed in sealed plastic bags before being placed in the dumpster. This will help reduce odor and keep the trash receptacle clean.
3. All trash must be placed inside the dumpster, not beside it. Trash is not to be placed in any common area for storage. If the trash dumpster is too full, keep the trash in your unit until the dumpster has been emptied.
4. The trash receptacle is not for disposal of hazardous wastes. Therefore, do not put canisters of oil, paint, or gasoline into the trash receptacle.
5. If the trash does not fit into the receptacle, you must take it to the City dump yourself to discard it. Do not discard you old mattress, furniture, light fixtures, appliances, etc. beside the receptacle or you will be charged for the removal of the discarded items. All boxes are to be broken down and folded flat prior to being placed in the dumpster. The closest City Dump is located at the Miramar Landfill off of Route 52 at Convoy.

Trash Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

H. Barbecues

1. Charcoal barbeques are not permitted due to the smoke/soot buildup on overhanging balconies. Small propane grills are allowed.
2. Barbecue chefs are to be aware of their smoke and to be considerate of their neighbors. Also, protect the deck from grease produced by the barbecue. Dispose of coals and other barbecue debris in a proper and responsible manner.
3. Small hibachis can get very hot on the bottom and damage whatever they are placed upon, so please protect against this happening.
4. Barbecue accessories and supplies should be kept out of the common areas when not in use.

Barbecue Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

I. Conduct and Noise

1. At no time shall stereos, TVs or similar equipment be allowed to reach a noise level that is objectionable to other residents.
2. No vehicle of any kind shall be raced in the driveways or the common area parking.
3. No resident may do anything which constitutes an annoyance or nuisance or otherwise interferes with the quiet enjoyment of any resident or which would increase the rate of the Association’s insurance policy or cause the policy to be cancelled.
4. All City and County ordinances on noise are a part of the Rule and Regulations as if they were reprinted in full here.

Conduct and Noise Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

J. Windows and Coverings

1. Each owner must maintain the interior and exterior surfaces of their windows in good, clean condition and must replace any windows only with similar glass color and quality to the window glass supplied with the unit.
2. Only standard window coverings such as drape, curtains, blinds, etc. may be used and are to be kept in good condition. Cardboard, aluminum foil, newspaper, etc. are not permitted.

Window and coverings Penalties

<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Thereafter</u>
Warning	At Least \$25.00	At Least \$50.00	At Least \$75.00

K. General Items

1. Except in the event of an emergency to life or property, an Owner may not turn off the water or electricity affecting any Unit other than their own without prior written approval of the Architectural Committee and/ or the Board of Directors and sufficient written notice to the Occupants of the affected Units.
2. Each owner is responsible for any damage to the Common Area caused by that Owner, the Owner's family. Or the owner's guest(s), even if the damage is to an area otherwise maintained by the Association. All repairs to the area shall be subject to the prior written approval of the board of directors.

Maintenance of Common Areas and Units

Many people are under the misconception that when they buy a condominium, it is similar to an apartment in that all the maintenance is performed for them by the homeowner's Association. This misconception frequently causes feeling of frustration when the Board or the Management Company tells the owner that a particular maintenance problem is the responsibility of the owner. The CC&R's is the document that controls who is responsible for a particular repair. In order to assist the residents with an understanding of the association's maintenance responsibilities, some of the more common repairs are listed below.

The Association is generally responsible for the maintenance of the following:

1. The exterior surface of all of the buildings.
2. Gates and fences.
3. Front doors (except for the door knobs and locks).
4. Mailboxes, except individual locks.
5. Elevator.
6. Landscaping, except exclusive use patio areas.
7. Central plumbing and electrical systems (except stopped drains serving only one unit).
8. Termite control and exterior pest control.

An individual homeowner or resident is responsible for maintenance of the following:

1. Interior of the unit, including walls, doors and locks.
2. Stopped-up drains, plumbing and electrical fixtures which penetrate the wall on the inside of the unit.
3. Weather stripping.
4. Heaters.
5. Telephone wiring.
6. Garage door operating remote controller unit.
7. Any door knob, lock and mailbox lock serving your unit.
8. Interior pest control (except termites)
9. Cleanliness of exclusive use area (patios and balconies).

Tenants renting from an individual owner may occupy some units at Oak Crest Manor. If a tenant experiences maintenance problem that would be the homeowner's responsibility, the tenant should refer to his/her lease to determine whether the tenant or landlord is the responsible party. If a tenant is in doubt as to who is responsible for a particular maintenance problem, he or she should contact the landlord who will resolve the question with the Homeowner's Association.

Payment of Insurance Policy Deductibles

The Association has purchased insurance on the buildings and the common elements of the property. The insurance policy carries \$5,000.00 deductible. The Board of Directors regarding the liability for payment of the insurance deductible establishes the following policy.

1. In the event of a unit owner or resident being insured for any loss to the unit or to the property, the Association shall be entitled to require the unit owner and/or resident to claim any loss under such unit owner's policy of insurance.
2. In the event that the loss cannot be recovered from the owner's/resident's insurance, such owner will be liable for the full amount of any deductible on the association's policy if any one of the following conditions apply:
 - b. The loss or damage is caused by the negligence of an owner, his/her tenants, invitee or guests.
 - c. The loss originates or is caused by the homeowner, his/her tenants, invitee or guests or from within or due to his/her unit without any negligence being attributable.
 - d. The loss originates from within the unit or from any fixture, pipe, system, or other elements within the care, custody, or control of the unit; his/her tenants, invitee, or guests.
 - e. The cause of the loss cannot be determined and is only related to his/her unit or the limited common elements assigned to his her unit.
3. In all other situations, the association shall pay the deductible, which shall be regarded as a common expense.

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