

Policies, Rules and Regulations ***Oak Grove Owners Association***

According to 4.02.03. of the Oak Grove CC&Rs, the Association may adopt, amend and repeal Association Rules as it considers appropriate. The Association Rules & Regulations shall regulate the use and enjoyment of the Common Area. Failure to comply with the Rules shall give rise to a cause of action by the Association and/or any aggrieved Owner for the recovery of damages or for injunctive relief, or both.

Landscaping Policy

For the purpose of formulating a reasonable supplemental planting policy, it is necessary to identify three (3) distinct property zones within the Oak Grove complex.

1. Traffic Corridor - This zone includes all property between the sidewalks along Camino Del Remedio and Oak Glen Drive and the Oak Grove units along those aforementioned roadways. In this zone no homeowner plantings or garden decor items are permitted.
2. Common Area Corridor - This zone includes all property between buildings that is neither part of the Traffic Corridor or the Perimeter Corridor (defined below). Within this zone homeowner plantings are allowed provided the plantings chosen are from the approved common area plant list. A reasonable number of small garden decor items which do not impede sidewalk traffic (statuary, potted plants with water-tight basins, bird feeders, sundials and bird baths) are also allowed. All decor items and plantings must be maintained by the homeowner and may be removed, without notice and at homeowner expense, by the homeowners association if the items and plantings are not maintained to the satisfaction of the Board of Directors.
3. Perimeter Corridor - This zone includes all property along the outside perimeter of Oak Grove. Within this zone homeowner plantings are allowed provided the plantings chosen are from the approved perimeter plant list. A reasonable number of small garden decor items which do not impede walkway traffic (statuary, potted plants with water-tight basins, bird feeders, sundials and bird baths) are allowed. All decor items and plantings must be maintained by the homeowner and may be removed, without notice and at homeowner expense, by the homeowners association if the items and plantings are not maintained to the satisfaction of the Board of Directors.

Decorations

The area immediately adjacent to a unit may be personalized with reasonable home decor items such as a doormat, wind chimes, a name plate or as many as three (3) potted plants with water-tight basins.

No item may be placed, stored or hung on balconies so as to be visible from walkways at or below ground level with the exception of reasonable patio furniture (in good repair) and plants. No items may be placed on balcony rails.

Common Stairways (those that access more than one (1) unit) shall have no decor items, including potted plants, on any of the steps.

Individual Stairways (those that access studio units or lead to only one (1) unit) shall be permitted up to one (1) potted plant on every other step as long as the potted plants do not impede foot traffic. No other items shall be placed on these stairs.

No one may tint windows without prior Board approval.

Windows may only be covered by drapes, shutters or shades and cannot be painted or covered by bedspreads, sheets, foil, cardboard or any other makeshift material.

Name signs must be located directly adjacent to the front door and must not exceed 18" in length and 8" in height.

Unit "For Sale" signs (one only per unit) must be of reasonable size, not to exceed 16"x24," and must be placed within 50' of the front door.

Holiday decorations are allowed December 1 through December 31. They must be removed by January 1. Lights are limited to the interior of the windows. No lights may be attached to any exterior portion of any building. Lights on trees that are on patios are acceptable. Wreaths on front doors must be attached without making any hole in the door.

Screen Doors

Suggested: Montego Bronze Anodized. (Available at Santa Barbara Screen & Shade, 2930 De La Vina, 687-8613 or OSH, 125 N. Fairview. Approximately \$95.) Other styles are subject to Board approval.

Pet Doors

Suggested: Johnson Cat Door. (Available locally - 7 1/2"x5 1/4" opening - Approximately \$50.) Other styles are subject to Board approval.

Storage

Any bikes or personal items which are found lying in the landscaping,

around the dumpsters or other parts of the common area, may be hauled away.

Air Conditioners

Each owner shall have an exclusive right to install, wire and maintain air-conditioning equipment in that portion of the common area designated as A/C and bearing his or her Unit number on the Condominium Plan as well as the right to install and maintain the discharge and return lines, electrical wiring and other connections and/or control lines for the operation of the air-conditioning equipment through the outdoor storage closets of any adjacent Unit.

Delinquency Policy

If regular/special assessments are delinquent for more than 60 days, a lien may be filed against the delinquent unit for the full fee plus applicable late charges including but not limited to lien fees and costs, interest at 12% and attorney fees. Reimbursement/remedial assessments are not subject to lien activity.

Occupancy

<u>Type of Unit</u>	<u>Maximum # of Occupants</u>
Studio	two (2)
One Bedroom	three (3)
Two Bedroom	four (4)
Three Bedroom	six (6)

Termite Treatment Policy

If you suspect a termite infestation in your unit, please notify management. The Association is responsible for the repair and maintenance of the Common Area occasioned by the presence of wood-destroying pests or organisms. The costs of temporary relocation during the repair and maintenance of the Common Area shall be borne by the owner of the separate interest affected.

Parking Policy

1. All vehicles parked in carports or designated (striped) parking spaces must be currently licensed (with current registration) and be operable.
2. Residents should always park in their assigned spaces before using a visitor space.
3. Vehicles parked outside carports in unassigned parking spaces must be moved to other parking spaces at least once every 72 hours.
4. Cars that are parked in unauthorized spaces or in the spaces of others will be towed without notice.
5. Visitor spots are not marked. Anyone can park in them on a first-come first-served basis.
6. No boats are allowed in the parking lots or carports at any time and may be towed after 72-hour notice.

7. Owners should notify management if they are going to be away on vacation and their vehicle is to be parked longer than 72 hours in the same space.
8. If someone is in your designated spot, you as owner may have that car towed. You must be there, however, to sign when the towing company arrives.
9. If you see cars that you think are being "stored," call the management company with the exact location and license number and make of the car. A note will be placed on the car. It will then be towed if it is not moved within 72 hours.
10. If you are loading or unloading your car and it is necessary to be in a "no parking" space, leave your flashers on. This will notify others that you are there for only a few minutes.

Animals

1. No animals, except dogs, cats and other generally accepted household pets, shall be permitted on any portion of the development. During owner's absence no dogs may be kept on owner's balcony or porch unless continual access to the inside of the unit is provided.
2. When outdoors, dogs shall be kept on a leash and accompanied by their owner. Owners shall endeavor to walk their dogs in un-landscaped areas, whereby dog waste will not harm plantings.
3. Owner is responsible to immediately pick up any waste left by dog. Waste should be wrapped well and then deposited into either a dumpster or taken back into the owner's unit.
4. Leash laws will be strictly enforced. Any animal found running loose in the complex will be reported to and picked up by Animal Control. Any owner spotting an unleashed animal may call Animal Control at 681-5285.
5. Dogs repeatedly barking or howling are considered a nuisance and will be reported to Animal Control.

The Association can prohibit the keeping of any animal that in the sole and exclusive opinion of the Board of Directors constitutes a nuisance to any other owner.

Owners who violate any of the rules concerning animals set forth in this Section of The Oak Grove Association Rules & Regulations shall be subject to the following:

- a. Upon receiving a first written and signed complaint, the Association shall send a notice to the offending owner appraising him/her of the nature of the violation.
- b. Upon receiving a second written and signed complaint, the Board of Directors may impose a monetary penalty of Fifty Dollars (\$50) on the owner provided that prior to the imposition of such penalty, the owner shall be provided his or her due process rights in accordance with the Association By-Laws. Before imposition of the penalty, the Board must act in good faith

and must satisfy each of the following requirements:

(i) The owner shall be given fifteen (15) days prior notice of the imposition of the penalty and the reasons therefor. The notice shall be given by first-class or registered mail to the last address of the member as shown on the Association records.

(ii) The member shall be given an opportunity to be heard orally or in writing, by the Board, not less than five (5) days before the effective date of the imposition of the discipline. At the hearing, the Board of Directors shall meet in executive session if requested by the member, and the member shall be entitled to attend the executive session.

If the member fails to pay the required penalty, the Board may suspend the member's voting rights and common area privileges subject to the member's due process rights set forth therein and the provisions of the instrument the Association Bylaws and the CC&Rs.

c. If the Association receives a third written and signed complaint regarding a pet, the Board of Directors may order removal of the pet as a nuisance subject to the due process requirements contained in this section.

d. The procedure at a hearing called for under this section is as follows:

(i) Complaining witnesses shall be present and ready to identify the pet and the violations.

(ii) Pet owner shall have the right to present evidence in his or her defense and to cross-examine witnesses against him or her.

Annual Unit Inspections

With sufficient notice (3 days unless deemed an emergency), homeowners shall make their units available for a Unit inspection for the purpose of inspecting furnace systems, plumbing, ventilation systems, electrical, air conditioning systems, washers, dryers, water heaters and other similar systems, including wiring, hoses and exhaust. The homeowner is expected to keep all such appliances/systems in good repair through periodic, documented maintenance. If any said items malfunction, the Board of Directors and Oak Grove Homeowners Association will not be responsible for damage to personal property. In the event of structural damage, barring any provable negligence, the Oak Grove Homeowners Association will be responsible for the insurance deductible which shall not exceed \$1,000.

Enforcement of Rules

Reimbursement/Remedial Assessments:

All reasonable costs, including attorney's fees, to repair damages in the Project (caused by an Owner, his tenants or guests) are due and payable to the Association when levied

First Violation of CC&Rs/Rules (after warning) - Fine \$25
Subsequent violations of the same rule will be fined at the rate of \$50 per incident.

Pet Rule Violation (After 2nd infraction) - Fine \$50
Pet Rule Violation (After 3rd infraction) - Pet subject to removal from complex

ADR & Civil Action (California Civil Code §1354 and § 1366.3)

Reimbursement/Remedial Assessments are not subject to lien activity

Everyone is entitled to due process. All complaints will be heard - either in writing, or at the next regularly scheduled Board meeting if the offending owner has received at least ten (10) days prior notice of the hearing.

LATE FEES, FINES & LIEN PROCEDURES

Late Fees (After 15th day)	10%
Lien Fees (if 60 days delinquent)	\$425
Pet Fine (After 2nd infraction)	\$50
After 3rd infraction, pet may be removed	
General Fine (After 2nd infraction)	\$25
After 3rd and subsequent infractions	\$50

Owners shall be given 15 days to pay fines. If not paid, and/or another violation of the same or similar nature occurs, additional fines will be assessed. Additionally, a lien may be placed on the property if the delinquency of regular/special assessments exceeds the 60-day limit.

Final recourse for rules enforcement is legal action (Calif. Civil Code #1354), for which the prevailing party shall be awarded reasonable attorneys' fees and costs.

Note: At any time offender may request a Board hearing. Call or write the management company to schedule an appearance time.