

Start here on September 11 –

B. RECREATIONAL VEHICLES - SHORT TERM PARKING

1. RVs, both resident's and guest's, may be parked in the front section of the south clubhouse parking lot temporarily. A temporary parking permit must be properly displayed on the front windshield.
2. RV owners will be required to provide a valid Driver License, current vehicle registration, and proof of insurance on the RV upon obtaining a temporary parking permit. RV owners must sign an appropriate waiver statement absolving the Oceanside Community Association (OCA), of any blame or wrong doing should their vehicle be damaged for any reason while parked temporarily at the front section of the south clubhouse parking lot.
3. RV level jacks may not be used directly on the asphalt at any time. If an RV level jack is necessary for an RV, wooden blocks or plastic blocks measuring 10"X10" must be used and placed in the area at hitch support. All homeowners shall be held responsible for any road surface damage caused by their or their guests RVs.
4. No RV, whether belonging to a resident or a guest, may be parked in a guest parking area.
5. Under no circumstances may a person or persons live or sleep in an RV parked within the confines of the OCA community.
6. Guest Short term RV parking is for a maximum of seven (7) days within a thirty (30) day period.
7. RVs may be parked on interior streets near **the** resident's house for a maximum of eight (8) hours for loading or unloading, provided they do not block traffic.
8. RVs may not block traffic or sidewalks or park on or by redlines/fire lanes or red curbs.

C. RECREATIONAL VEHICLES - LONG TERM PARKING

1. All **long term** RV parking spaces are rented on a monthly basis and the rent is due by the 1st of each month. If the rent is not received by the 15th of the month, a late fee will be applied to the RV account. The rental agreement will be cancelled on the 25th of that month and the owner will be notified in writing to remove their RV.
2. Rent is payable to the Oceanside Community Association, and payment must be made in person at the OCA Business Office or mailed to the OCA Business Office located at 550 Vista Bella, Oceanside, Ca. 92057.
3. Each owner is responsible for the neatness of their assigned space.
4. Nothing shall be stored outside of the vehicle.
5. All vehicles must be in working order and be able to be driven off at any time. Current registration and proof of insurance is mandatory and must remain current at all times.
6. **RV space** renters are responsible for any road surface damage caused by their RV.
7. Generators will be allowed to run between the hours of 9:00 a.m. and 6:00 p.m. in the south clubhouse parking lot.
8. No person(s) may use the **RV** to camp or live in while in storage on the south clubhouse parking lot.
9. No repair(s) or maintenance work may be performed while the **RV** is stored on the south clubhouse parking lot.
10. Residents who are interested in reserving a long term parking space for their RV must contact the OCA Business Office for availability. If no spaces are available, residents may complete An application and be placed on a waiting list.

D. INTERIOR STREET PARKING (OCA owned streets)

1. No parking on or by red lines (fire lanes) or red curbs.
2. No parking or partial parking on sidewalks
3. No parking on landscaped or graveled areas.
4. Live-in caregivers may park on interior streets with an OCA parking permit sticker. Live-in

caregiver parking is permitted only if vehicles are not blocking ingress and egress to garages and carports.

5. Handicap parking with a current California placard is permitted as long as vehicles are not blocking ingress and egress to garages and carports.

E. GUEST PARKING

1. Guest parking, without a guest parking permit, is permitted for a maximum of three (3) consecutive nights in guest parking areas, (including parking lot 7A). A special guest parking permit, which may be obtained from the OCA Business Office allows guest parking for seven (7) days.

2. Guest's vehicles may park on driveways or aprons if there are no guest parking spaces available.

F. RED LINE STRIPING

The map and letter provided to OCA by the Oceanside Fire Department February 23, 2007, shall be the governing document for red no- parking striping and rules in the OCA community.

G. ENFORCEMENT

Any violations of the parking rules will be considered justification for violation notices and imposition of fines/penalties. Repeated violations may result in vehicle towing at the vehicle owner's expense.

Vehicles parked on common area may be towed by OCA (as noted in the California Vehicle Code) if abandoned or unattended. Residents must initiate a tow if a vehicle is found parked in their garage or carport.

H. GARAGES & CARPORTS

1. Garages and carports are for parking of vehicles only. **Boats, trailers, and other** recreational vehicles may not be parked in these areas.

2. An area 10' by 19' in a single car carport or garage, or 20' by 19' in a double carport or garage, must be maintained for parking of vehicles (City ordinance).

3. Residents shall park their vehicles only in carports, garages, and designated parking on interior streets where no red striping exists, or on public streets (Vista Campana North and South, and Vista Bella).

4. Vehicles shall be parked completely within carports or garages, and no part of the vehicle shall protrude out of the confines of the building.

5. Storing items in the garage **must** not interfere with **the** parking **of** vehicles in the garage.

6. OCA has the authority to contact the Fire Marshall and/or City Code Enforcement on any garage or carport that has been reported as a safety/fire hazard.

7. No carport or garage shall be used for business transactions or materials, or personal property (City ordinance).

8. Carports or garages may not be used for living, sleeping, dining or cooking purposes (City ordinance).

9. Alterations to carports or garages must be approved by the Association prior to the commencement of work. Failure to adhere to this rule may result in a fine against the property, or legal action. The **Architectural Change Request Form** is available on the OCA Website, and at the OCA Business Office.

I. GARAGE ELECTRICITY -

This section is applicable only to Association owned garages where power is supplied in Units #8 and #9.

1. No electrical equipment, appliances, tools, etc. shall be operated in carports or garages except as noted in Paragraphs 2 and 3 below.

2. Garage door openers may be utilized in all garages.

3. Golf carts and other electronically powered vehicles (such as motorized scooters) that require recharging must be registered with the OCA Business Office. A fee may be charged per month for use of Association electricity.

4. Homeowners who wish to install an electronic vehicle charging station must obtain approval by the Association (per California Civil Code). **The Architectural Change Request process** must be followed and approval must be granted before any work may commence.
5. When enclosing a carport, with prior Board approval, any Association light inside the carport must be moved to the outside front of the newly formed garage.
6. No additional outlets, power strips, or multi-way plugs are allowed. (Refer to Garage Inspection J. 3 below).

J. CARPORTS

1. Carport Modifications require prior review by the Architectural/Facilities & Maintenance Committee and approval by the Board of Directors.
2. Trading of carports requires prior approval by the Association.
3. The Oceanside Community Association has the right to make periodic inspection of the garages and carports per the Bylaws.
4. When a carport on common area is enclosed with a garage door, no further interior painting will be done by the Association.
5. All garages and carports must abide by the City of Oceanside ordinances.

IV. PET RULES

- A. Residents may keep only dogs, cats, domesticated birds, and aquatic animals as household pets.
- B. No more than three (3) dogs, or three (3) cats, or a combination of **three (3)** household pets (dogs & cats), may be kept in any one dwelling. Animal control will be contacted if a violation is reported.
- C. "Pet owners" for this section will include all Owners, residents, guests, or others in possession of a pet while on OCA property.
- D. Breeding of animals for commercial purposes is prohibited.
- E. Pets, except service animals, are not permitted in the common area buildings, which include the OCA Business Office, Clubhouse, Shops, and patio/pool area.
- F. Pet owners shall restrain their pets from defecating or urinating on plant materials near or in the vicinity of dwellings.
- G. Pet owners shall immediately clean up and properly dispose of their pet's excrement in containers/bags that can be sealed or tied. Pet waste stations have been placed throughout the community for disposal of pet waste. Pet owners shall visibly carry a plastic bag, "pooper scooper" or other appropriate equipment for picking up and disposing of pet waste at all times when the pet is outside the dwelling.
- H. Pet owners are responsible for ensuring their pets do not create a nuisance. A nuisance includes but is not limited to: excessive noise such as barking, howling, whining, squawking, meowing, noxious odors, viciousness, or menacing behavior.
- I. No pets shall be allowed to run at large outside a dwelling. All dogs must be securely restrained by a leash not exceeding six (6) feet in length, by a person physically competent to keep the animal under control. (Reference: City ordinance 4441, Section 4.14).
- J. Any pet found running loose on the premises may be turned over to the proper animal control authorities.
- K. Pets may not be tied up to staked to patios, or any common area.
- L. Homeowners shall assume full responsibility for any personal injuries or property damage caused by their pets, or pets belonging to a lessee or guest(s)

V. BUSINESSES

- A. No business of any type or kind that disturbs the peace and quiet of the neighborhood, shall be permitted within the OCA community.
- B. No business, that is unsafe (such as hazardous materials), or that may increase the Association's insurance rates, shall be permitted.

- C. No business that requires excessive foot or vehicle traffic, shall be allowed (City regulation).
- D. No retail sales or sales room within a home shall be permitted (City regulation).
- E. No advertising of the address of the home business that results in attracting persons to the premises is permitted (City regulation).
- F. Any business not prohibited by A through E above, must have a City business license. (City regulation).

VI. ESTATE SALES

- A. No “garage” or “yard” sales are permitted,
- B. Estate and/or moving sales require:
 1. Written authorization from the OCA Business Office Five (5) business days prior to **the sale**.
 2. A Moving/Estate Sale Authorizations Form shall be completed and signed by the Owner (or legal representative), the sales agent, (if any), and an OCA Board Member.
 3. Once approved, the Estate Sale permit shall be posted in a prominent location at the sale site.
 4. The person(s) conducting the sale shall be responsible for ensuring that sales personnel and customers adhere to parking, noise, signs and other rules.
 5. An administration fee is required at the time of applying for an Estate/Moving Sale Permit at the OCA Business Office.
 6. Sales shall not exceed three (3) consecutive days.
 7. All items must be the personal property of the named party who has received the authorization to hold the sale. No additional items may be included in the sale by other parties.

VII. CLUBHOUSE FACILITIES

NOTICE: USE THE POOL(S) AT YOUR OWN RISK. NO LIFEGUARD ON DUTY

A. GENERAL:

1. All pool/patio gates must be kept locked at all times.
(City ordinance)
2. Sale of alcoholic beverages is not permitted.
3. Use of the Clubhouse auditorium, kitchen or game rooms require prior reservation by an OCA resident. The homeowner/landlord must sign off on the reservation form as indicated to acknowledge their Lessee is holding a function that the Owner is ultimately responsible for.
PLEASE NOTE: The pool/patio area may not be reserved for private parties.
4. Entering the Clubhouse, game rooms, or other facilities in bathing suits and/or bare feet is prohibited.
5. Only service animals for the disabled are allowed in any facility.
6. Guests must be accompanied by residents at all times. A resident may bring no more than four (4) guests per household to the pool.
7. Residents assume full responsibility for the conduct and safety of their guests.
8. Headsets must be used for listening to all portable audio devices (radios, CD players, etc.).
9. No glass containers of any type are permitted in the pool, patio or spa.
10. No rough, noisy, disorderly conduct, or offensive language is permitted within the clubhouse complex.
11. No Smoking Rule effective 1/24/07. Except in a designated area, smoking is not allowed anywhere within the clubhouse complex, and is not allowed within twenty (20) feet of the exterior perimeter of the buildings in the clubhouse complex, including the Art Room and Share and Wear room, which are outside the complex. The designated smoking area is a 15’X20’ space located near the billiard room by the fence. (State ordinance).

B. POOL

1. Persons using the pool or spa must shower before entering.
2. Regularly-scheduled exercise classes have exclusive use of the pool during the times specified.
3. Lap swimming - resident lap swimming hours (in the pool near the Billiards room) are from 2:00 p.m. to 4:30 p.m., and 6:30 p.m. to closing every day.
4. Guest swim hours are 11:00 a.n. to 1:00 p.m. and 5:30 p.m. to 6:30 p.m.

5. Use of lotions or oils before entering the pool or spa is prohibited with the exception of sunscreen.
6. All persons with infectious or communicable disease (including diarrhea) or open or bandaged wounds are prohibited from using the pool or spa. (California Code of Regulations, Title 22, Chapter 20, Section 65541).
7. All incontinent persons must wear properly fitted leak proof garments before entering the pool or spa.
8. Permitted flotation devices include swim noodles, life preservers, and water wings/floaties.
9. No jumping or diving into the pool.
10. The pool covers must be completely removed before entering.

C. SPA

1. Use of the spa by persons under 14 years of age is prohibited. (State Ordinance)
2. Food, beverages and smoking are not allowed in the spa and the area surrounding the spa.
3. No more than eight (8) persons are permitted in the spa at any one time.

VIII. LANDSCAPE

A. GENERAL

1. No plant material, trees, bushes or shrubs shall be planted in common areas by any resident or homeowner. Removal requires approval by the Board and shall be at the homeowner's expense. The Homeowner's account may be charged for the labor cost of removing plant material.
2. Watering of any common areas by residents is prohibited.

B. POTS AND PLANTERS

1. Potted plants or planters set on common area are limited to no more than ten (10) per dwelling.
2. Potted plants or planters cannot block the access to the dwelling doorway.
3. Potted plants or planters must be set on a solid base dish or saucer to prevent roots from growing into the ground.
4. Potted plants or planters shall not exceed 24" by 24".

C. ARTIFICIAL PLANTS, LAWN ORNAMENTS AND COMMON AREA ART PLANTINGS

1. No artificial flowers or plants are allowed on common area.
2. **No ornamental items, such as plastic or wooden figures, trellises or picket fences, windmills and twirlers are allowed.**
3. **Common Area Art Plantings - All Common Area Art Plantings must be approved by the Landscape Committee, and the Board of Directors prior to planting.**

D. LANDSCAPE WORK ORDER REQUESTS

1. A **yellow** Landscape Work Order Request Form must be submitted to the **OCA Business Office** for any new planting or removal and any request for trimming or pruning of existing plantings on common areas. **Such work is included in the Landscaping Contract without additional charge. If it is deemed that the trimming is outside of the Contract's scope, A Green Work Order will be generated by the OCA Business Office or the Landscape Committee.**
2. A **green** Landscape Extra Work Order Request, (for work outside the Landscaping contract, which would be payable by the Homeowner), must be submitted to the Landscape Committee and approved by the Landscape Committee, and the Board of Directors prior to planting.
3. These forms must be obtained from the OCA Business Office or OCA Website, completed, signed by the Homeowner, and returned to the OCA Business Office. A renter must have the form signed by the Landlord/Owner. The Work Order will then be reviewed, approved by the Landscape Committee and approved by Board agenda. **The green Work Order Form must be turned in by the 15th of the Month to be included in the following month's Landscape**

agenda.

IX. STORAGE

A. GENERAL

1. Storage as defined in this section shall include, but not be limited to: furniture, equipment, and personal property held for future use.
2. No storage of any kind is permitted in open patios or common areas, except that typical patio furniture and accessories and barbecues are **allowed** in open patios.
3. No flammable, poisonous or other toxic chemicals may be stored or placed in carports or garages.
4. Personal items stored in garages or carports must be in the cabinets provided, or in cabinets approved as additions by the Association.
5. Clotheslines, containers or other such items on a resident's property shall be screened so as not to be visible to neighbors.
6. With prior written notice, OCA may conduct inspections at any time for compliance of the storage regulations. (Ref. Bylaws, Article V Section 1). (The City Fire Marshall ordinance will be enforced.)

X. TRASH, GREEN WASTE, AND RECYCLABLES

A. TRASH SHEDS - Trash sheds are to be kept clean and orderly by proper use of the supplied containers.

B. TIME AND PLACEMENT OF CANS - In units 7 through 14, containers must be placed at the curb for emptying no later than Tuesday morning by 8:00 a.m. but no earlier than Monday at 6:00p.m. All containers must be removed by Tuesday at 6:00 p.m.

C. LARGE ITEM PICKUP - Anyone who has items to be discarded that are too large for regular containers, such as couches, overstuffed chairs, or large appliances, etc., must contact Waste Management Company of North County for pickup. Please refer to the OCA Phone Directory for the Waste Management contact information.

D. GREEN WASTE - Only on Friday, between 6:00 a.m. and 1:00 p.m., may green waste, such as any clippings or discarded plants be placed outside of trash sheds in units 1 through 6, or at the curb in units 7 through 14. Green Waste to be discarded must be in paper bags or open containers only - no plastic bags.

E. HOUSEHOLD BATTERIES - Household batteries to be discarded are to be placed in the receptacle in the clubhouse lobby. Residents may also place batteries in a clear Ziploc bag upon the lid of the blue recycle container.

F. WASTE MANAGEMENT - NON-COLLECTION OF TRASH - Waste Management will not be able to complete your service of trash pick up due to one or more of the following reasons. Trash pick up will return on the next regular collection day.

1. **Overweight Cart** - Your trash container weight exceeds the maximum weight limits.
2. **All trash must be placed in the grey trash cart.** - Please do not place trash in the recyclable container. All trash must be placed in the grey trash cart.
3. **All recycling must be placed in the blue recycling cart (including all cardboard)** - Please do not place trash in this container. All trash must be placed in the grey trash cart.
4. **All materials must fit inside the trash cart with the lid closed.** - Please do not overfill your trash cart. The lid must be able to close so there is no delay with your trash pick up.
5. **Only Waste Management provided carts are allowed** - Waste Management will not pick up your trash if another container is used and set out for pick up. Residents may only use the trash carts provided by Waste Management.
6. **Carts blocked** - Trash carts must be placed a minimum of two (2) feet from cars, mailboxes, and other objects. Also, make sure carts are out from under trees and any overhead items. This does not apply to units who use trash sheds.
7. **Contaminated recyclables** - Please refer to the cart lid for acceptable items in the recyclable cart.

8. Cart placement - Carts must be placed at the curb line with handles facing your home and at least a one (1) foot clearance from other carts.

9. No liquid or hazardous waste - For proper disposal, please contact Waste Management Customer Service Center or go online to <http://northcountym.com>

10. No construction debris - These items are not allowed in the cart. Please contact Waste Management Customer Service Center to find out how to properly dispose or recycle construction debris.

XI. WILD ANIMALS

A. FEEDING

1. Feeding birds, coyotes, rabbits, squirrels, feral cats or other wild animals is **not allowed**, and may result in a fine
2. Feeding includes leaving any food, pet food, bird seed, dried corn, garbage, or other edibles outdoors.
3. Hummingbird feeders are permitted.

XII. VIOLATION PROCEDURES AND REPORTING VIOLATION(S)

A. GENERAL: Any resident may report (in writing) any infraction of the CC&Rs, Community Regulations, Bylaws, and Articles of Incorporation. Once the reported infraction has been confirmed by OCA, the following steps will be taken:

1. The OCA Business Office will send a courtesy notice to the homeowner listing the infraction(s) and requesting compliance within 15 days.
2. If the infraction(s) are not corrected by the 16th day, the OCA Business Office will send a violation letter to the homeowner listing the infraction(s) and requiring compliance within 30 days.
3. If the infraction(s) continue after receiving the first violation letter and 30 days has passed, the homeowner will receive a notice for a hearing before the Board of Directors in Executive Session. The notice will state the date, time, and place of the hearing and will be sent to the homeowner by certified mail and 1st class mail no less than ten (10) days prior to the hearing date.
4. The homeowner may address the Board in person or in writing, however, the hearing will be held with or without the homeowner's presence. The Board will make a decision based on all available information.
5. The decision of the Board of Directors shall be sent in writing to the homeowner within fifteen (15) days after the hearing. **FOR FINE INFORMATION PLEASE REFER TO THE FINE SCHEDULE IN THE POLICIES SECTION OF THIS DOCUMENT**
6. If a member fails to pay a fine resulting from noncompliance with OCA's governing documents, the Board reserves the right in appropriate cases to apply to court, without the necessity of going through the fine procedure. This may apply to architectural matters and/or the safety and well-being of OCA residents.
7. If the reported violation does not constitute a violation of the governing documents, the resident making the initial report will be notified and no further action will be taken. The complaint does not constitute a violation of the governing documents, and no further action will be taken by the Association/OCA.

B. PETS

In the case of PET RULES **violations**, in addition to the fines the Association may seek legal action to have the pet permanently removed from Association property. Pet owners are also governed by applicable Oceanside City ordinances and health codes.

C. PARKING

1. Any alleged parking violations may be reported in writing, to the OCA Business Office, by any homeowner or resident.
2. Only assigned staff or a member of the Board of Directors or designated patrol service (if any), may issue violation notices for parking.
3. Reported parking violations are subject to the general fines as noted in the Fine Schedule, and

may also result in towing of the offending vehicle(s) at the vehicle owner's expense.

GENERAL INFORMATION AND HISTORY

Oceanside Community Association (OCA), the first Oceana, was built from the mid 1960's to the early 1970's. We are an age restricted, 55+Senior/Active Adult Community of 932 homes with a variety of home plans, a clubhouse, wood shop, art room, lapidary shop, two (2) pools and spa, computer center, card game rooms, billiards, Share & Wear, and golf course.

We are established under California laws and regulations, (statutes) that require recorded CC&Rs and Bylaws. These Community Rules and Regulations are written to clarify and put into practice these legally required documents. OCA is governed by a Board of Directors comprised of and elected by OCA homeowners. Several committees provide assistance to Board functions and community activities, and an on-site management company provides maintenance and management services. All are concerned with our neighborhood surroundings and are working hard to keep it safe and a pleasant place to live. It is imperative that all residents show respect for their neighbors by complying with these regulations. If the regulations are not followed, the violation process begins and fines may be incurred on the homeowner's account.

The Association needs your talent. Share your skills and experience, make new friends and discover how much fun it is to be one of the many dedicated volunteers who keep this community thriving. Check the latest Hilltop Highlights, OCA TV, or our website www.oceanasenios.org for committee meetings, club functions, and activities dates and times.

In case of a conflict between City, State or Federal laws and our Rules and Regulations, CC&Rs or Bylaws the laws shall apply.

OCA CONFIDENTIALITY POLICY

Members occasionally request information from the Association regarding other Members. The Association generally considers its information regarding individual member's personal data, assessment accounts, alleged rule violations, Association enforcement actions, and similar items to be between the Association and the individual Member(s). Other information may be subject to the Association's attorney client privilege or attorney work product protection.

Accordingly, the Association generally refuses to disclose such information to third parties including other Members, unless the disclosure is needed for the Association's purposes.

Examples of disclosure for Association purposes include the Association's court filings and proceedings, lien recordation, Board, committee or staff reviews, conduct of disciplinary hearings and judgment/assessment collection. Other disclosures may be required by law or by court action. Member cooperation and understanding of the Association's efforts to maintain the privacy of Association information regarding Members is appreciated.

GENERAL INFORMATION

This section contains highlights of the information contained in the Oceanside Community Association “ CC&Rs and Bylaws”. **In case of a conflict between the laws of the City, State or Nation and these rules, the CC&Rs or the Bylaws, the laws shall prevail.**

A. Ownership

1. Title to the purchased property includes the dwelling unit and the foot print only, that is, only the land under the dwelling. All surrounding land, streets, sidewalks, etc. is “common area”. The footprint is defined as the surface space occupied by a structure.
2. Title to the “common area” is held by the Oceanside Land Company and is leased to the Association **through signed land lease agreements with each individual Owner.**
3. The Association **owns and** maintains the common area buildings identified as Association maintained garages in Unit #8 and #9, Clubhouse Complex, Maintenance Yard buildings and the OCA Business Office. The Association maintains the common area identified as all landscape areas outside of the footprint of the home, car sheds, and carports in specific units, maintenance yard, dog park, parking lots, driveways and interior streets.
4. At least one (1) resident in each dwelling unit must 55 years of age or older and all other residents must satisfy certain age or relationship requirements such as: they must be 45 years of age or older, or are the spouse, cohabitant, or person providing primary physical or economic support to the qualifying senior citizen, or a disabled child or grandchild of the senior citizen. (Civil Code #51.3). Age verification forms are required from all residents including live in care givers. Please refer to the Age Verification section of the CC&Rs and Bylaws for more information.
5. Ownership of the property in OCA includes membership in the Association and allows one vote in any election (regardless of the number of dwelling units owned.)
6. Offsite owners relinquish the right to access Association amenities (swimming, workshops, etc.) to their lessee /occupant (**tenant**).
7. **Owners** are responsible for all actions of their tenants and guests, in relationship to the Association and use of the common areas.
Lessees, residents, and guests must follow all rules of the Association **contained** in the governing documents.

B. Insurance

1. The Association maintains a master fire insurance policy that covers all dwellings and Association buildings for physical loss, subject to current deductibles **and policy exclusions.**
2. Owners are assessed annually for their share of the cost of the master policies, based on the square footage of each dwelling.
The annual insurance assessment is not automatically deducted, even if the Owner has signed up for ACH (Automated Clearing House) payment.
3. The Association provides liability insurance only for the common areas. Liability insurance for private property is the owners’ responsibility.
4. Owners are responsible for insurance on dwelling items not covered by the master policies **and to cover** the deductible on the master policies **as** relates to their dwellings, their personal property, and personal liability. Under a “bare walls” policy, the Association insures only the base structure of the individual home/building. The Owner is responsible for insuring the owner’s personal effects, any improvements and upgrades that are part of the building or structure; bathroom, kitchen and light fixtures, kitchen cabinetry and countertops, permanently installed appliances, floor coverings, ceiling coverings and wall coverings (e.g.: paint and carpeting) located in the dwelling.

C. KEYS

1. There is one (1) key that opens the front door to the Clubhouse and all gates leading to the pools/patio area. The key for the recreational areas can be obtained from the OCA Business

Office with a refundable deposit. No more than two (2) keys will be issued per household.
2. Keys shall be issued to homeowners only, who will be responsible to supply the key to any lessee and shall retrieve the key from the lessee at the termination of the **tenancy**. Upon selling the property, the owner shall return the key to the OCA Business Office and receive a refund.

D. MONTHLY ASSESSMENTS.

1. Assessments cover the expenses of the Association as follows:

- (a) Common area land lease payments
- (b) Dues **for multiple services including:**

Trash collection

Water

Sewage fees

Cable television - basic

Exterior house painting

Management fees

Legal, accounting, and other expenses necessary to properly manage the business affairs of the Association.

Landscape maintenance and irrigation

Common area lighting

Interior street paving

Maintenance of interior sidewalks

Maintenance and repair of all Association buildings and recreational facilities

Maintenance and repair of any and all equipment required for Association operation.

All government taxes and assessments of Association controlled land, buildings and activities

2. Assessments are due the first of each month and become delinquent if not received by the fifteenth (15th) of the month. Late fees will be charged on delinquent accounts.

3. Delinquent assessments may result in liens against the property and possible foreclosure. The Association may pursue legal action against the delinquent homeowner as described in the CC&Rs and Bylaws.

E. RECREATIONAL FACILITIES AVAILABLE

1. **There are many** Activities and facilities available to OCA residents. Please refer to the monthly newsletter (The Hilltop Highlights) OCA TV, and OCA Website **for details**.

F. MEETINGS

All committee meetings and Board of Directors' meetings, excluding executive sessions, are open to all homeowners.

G. OCA BUSINESS OFFICE STAFF, VENDORS AND CONTRACTORS

Residents and/or their guest(s) may not treat any OCA management employee, vendor, and contractor of Board member in a manner where it is disruptive. This disruption includes and is not limited to physical and verbal abuse. Homeowners may be issued a hearing notice and a fine may be incurred if such action transpires by phone or in person and its reported to the Board of Directors. Additionally the OCA Board of Directors may take legal action against the offending party to protect the party who is being subjected to improper behavior.

XIII VOTING

A. Voting and Proxies:

1. Record dates for Member Notice Voting and Giving Consents - For the determination of Members entitled to notice of and to vote at any meeting, or act by written secret ballot without a meeting, or exercise any rights in respect to any other lawful action, the Board of Directors may fix a time, not less than thirty (30) days preceding the date of such meeting, vote, or written secret ballot without a meeting, as a record date. Only Members of record on the date so fixed shall be entitled to notice, to vote, or to take any action by written ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles of Incorporation or in California Association Law.

2. Voting Rights -Each Member shall be entitled to one (1) vote. No Member, regardless of the number of Dwelling Units owned, shall be entitled to more than one (1) vote except as the holder of proxies from other Members. In any vote to elect or remove Directors of the Association, each Member shall be entitled to one vote for each issue presented. In the event that voting on an issue is conducted by mail, the written ballot shall conform with the provisions of Civil Code Section 7513 and Article IV Section 5 of the Association's Bylaws. The Association's Bylaws do not allow cumulative voting for election to the Board of Directors.

3. Joint Fee Interest - If a membership stands on record in the name of more than one person, if only one Member votes, such act binds all. If more than one vote, the first vote received shall be conclusively presumed to be the vote of all such persons.

4. Proxy Voting - Members may assign their rights to vote to someone else by proxy. To ensure secret voting, all proxies must have detachable voting directions, which are to be kept by the person voting (the proxy holder). A proxy is not a ballot. The proxy holder must vote by a secret ballot. Proxies must comply with California Law in order to be valid, and may be revoked by the Member any time prior to the receipt of the ballot by the Inspector(s) of Elections. Proxies are not required to be sent out with any general mailing that includes ballots. Proxies may be made available upon request by a Member. Written ballots may not be revoked once they are submitted to the Inspector(s) of Election. Once written ballot are deposited in the U.S. mail to the Inspector(s) of Election, they are considered non-revocable.

(a) "Proxy" means a written authorization signed by a Member or the representative of the Member that gives another Member or Members the power to vote on behalf of that Member.

(b) "Signed" means the placing of the Member's name on the proxy, (whether by manual signature, typewriting, electronic transmission, or otherwise) by the Member or authorized representative of the Member.

5. Loss of Ballot - If a Member loses his or her ballot prior to the annual meeting, they may request another ballot, along with the appropriate envelopes, from the Inspector(s) of Election, but they must sign a statement, under penalty of perjury, that the original ballot was lost, destroyed, or never received. The Inspector(s) of Election shall maintain a record of each request and, if it is determined that the Member voted twice, even by mistake, neither ballot would be counted.

6. Secrecy of Ballots - A Member who signs or otherwise marks his or her ballot with an identifying mark, waives his or her right to secrecy. The Association is not responsible for removing or redacting personal information that is added to the ballot by the Member.

7. Voting Period - The voting period will commence when the ballots are sent to the Members and will close two (2) hours after commencement of the annual meeting, or any adjournment thereof, or the final collection of ballots for counting, whichever occurs first.

8. Quorum - A quorum shall be required only if so stated in the Governing Documents of the Association or other provisions of law. If a quorum is required by the Governing Documents, each ballot received by the Inspector(s) of Election shall be treated as a Member present at a meeting, for purposes of establishing a quorum.

If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting, entitled to vote and voting on any matter (other than the election of Directors), shall be the act of the Members, unless the vote of a greater number is required by California law, or by the Governing Documents. In the case of Director elections, the candidates receiving the highest number of votes shall be elected to the vacant Director positions.

B. SECRET BALLOTS:

Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every Member not less than 30 days prior to the deadline for voting. **In an election to approve an amendment of the governing documents, the text of the proposed amendment shall be delivered to the Members with the ballot.** In order to preserve confidentiality, a voter may not be identified by name, address, or lot, parcel, or unit number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:

1. The ballot is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter shall sign his or her name, indicate his or her name, and indicate the address or separate interest identifier that entitled him or her to vote.
2. The second envelope is addressed to the Inspector(s) of Election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the Inspector(s) of Election. The Member may request a receipt for delivery.
3. All votes shall be counted and tabulated by the Inspector(s) of Election or his/her designee in public at a properly noticed open meeting of the Board of Directors or Members. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. Once a secret ballot is received by the Inspector of Election(s) it shall be irrevocable.
4. The tabulated results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by Members of the Association. Within 15 days of the election, the Board shall publicize the tabulated results of the election in a communication directed to all Members.
5. The sealed ballots at all times shall be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) until after the tabulation of the vote, and until the time allowed by **Civil Code 5145** for challenging the election has expired, at which time custody shall be transferred to the Association. If there is a recount or other challenge to the election process, the Inspector(s) of Election shall, upon written request, make the ballots available for inspection and review by an Association Member or his/her authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
6. After the transfer of the ballots to the Association, the ballots shall be stored by the Association in a secure place for no less than one year after the date of the election.
7. Except for the meeting to count the votes required in subdivision 3., an election may be conducted entirely by mail unless otherwise specified in the Governing Documents.
8. In the event of a conflict between this section and the provisions of the Nonprofit Mutual Benefit Corporation Law (Part 3, commencing with Section 7110, of Division 2 of Title 1 of the Corporations Code) relating to elections, the provisions of this section shall prevail. **Note: See OCEANSIDE COMMUNITY ASSOCIATION BYLAWS ARTICLE V Section 3. for additional election and voting information.**

C. APPLICABILITY:

Applicability of Rules (Civil Code 5100) - Notwithstanding any other law or provision of the

Governing Documents, elections regarding assessments legally requiring a vote, election and removal of Members of the Association Board of Directors, amendments to the Governing Documents, or the grant of exclusive use of common area property pursuant to Civil Code 4600 shall be held by secret ballot in accordance with the procedures set forth in this section.

XIV. POLICIES

A. ROOT INVASION POLICY - OCEANSIDE COMMUNITY ASSOCIATION ROOT INVASION POLICY

6/24/15

INTRODUCTION:

The purpose of this policy is to clearly allocate Maintenance responsibilities for sewer lines and plumbing servicing individual homes. Existing provisions in the Declaration of Covenants, Conditions and Restrictions, and Maintenance list (Exhibit "D" to the Declaration), allocate responsibility for sewer lines underneath the home up to the clean-out to the Owner (Owner sewer lines). Sewer lines leaving the home and on the other side of the clean-out are allocated to the Association for repair and maintenance (Association sewer lines).

JUSTIFICATION FOR SEWER POLICY:

Sewers under homes in OCA are approaching the end of their useful service life due to the age of the system and the kinds of materials that were used at the time of installation. The Association anticipates that sewers will fail more frequently over the next several years. Repair of sewers is the Owners' responsibility when failure is due to aging, broken or corroded pipes or if the seals have failed where pipes join together. Roots only enter pipes when wastewater leaks out into the soil. Leaking wastewater attracts roots into the piping where they fill the space blocking the flow. Roof intrusions caused by failing pipes are the Owner's responsibility if it occurs under the dwelling or before the clean out. The Association will take responsibility for root intrusion only if roots come from the sewer lateral back into the piping under the dwelling.

RECOMMENDATIONS TO DWELLING OWNERS

It is the Owner's responsibility to show that root intrusions come from the sewer lateral, and not from pipe or joint failure under the dwelling. It is more expensive and inconvenient to repair the sewer after pipes fail. The Association recommends that Owners have a plumber camera the sewer lines under the dwelling to determine the condition of the pipe. Sewer pipes under the dwelling are on private property. For the same reason maintenance staff is not allowed to fix a toilet or sink inside the dwelling, staff may not use Association equipment to camera that part of the sewer which is under the dwelling. Plumbers carry insurance to cover any damage they may cause while inspecting the sewer system under the dwelling.

After an inspection, if the plumber's camera reveals root intrusion into the sewer under the dwelling from the sewer lateral, the owner should notify the Association in writing within ten days of the finding. The Association will investigate the claim. The maintenance department will record findings on a work order and forward all information to management.

ASSOCIATION ACTION:

If the cause of roots is from the Association lateral sewer line, our maintenance staff will mitigate the problem by clearing the line and take all necessary steps to assure the line remains clear. If the roots are intruding into the sewer on the Owner's property, without taking responsibility for the intrusion, the Association maintenance and landscaping staff will attempt to mitigate the problem from outside the dwelling footprint by removal of vegetation in the immediate vicinity of the dwelling.

1. The Association may request a third party plumber to camera sewer lines to establish overall conditions of the lines at the Association's expense.
2. The Association will work with the Owner to discuss alternatives to reduce further damage to sewer lines, or root intrusions. (All of the following will be at the Owners expense).

- a. Interior relining of existing pipe
- b. Interior new sewer lines
- c. Exterior new sewer lines through the common area with care of existing infrastructure.

LIMITATION OF ASSOCIATION RESPONSIBILITY

The responsibility to maintain/repair sewers under privately owned dwellings rests with the Owners. The Association cannot be responsible for property it does not own such as sewer lines under dwellings. The Association takes responsibility for root intrusions into sewer laterals and mitigation thereof. Since roots do not enter sewer systems in good repair, it is the Owner's responsibility to show the Association is responsible for damage under their dwelling. The best way to do this is by having a plumber camera the sewer line.

B. OCEANSIDE COMMUNITY ASSOCIATION ENFORCEMENT AND FINE POLICY

The following procedure applies to all violations and infractions of the Association's Governing Documents. Owners may report violations to the Board of Directors by submitting a written complaint describing the violation. The Board, the Association's manager, or a committee appointed by the Board may also note any violations discovered during walk-throughs or by personal knowledge of any of its members or representatives.

Unless a matter is referred to legal counsel, action on violations will be taken as follows:

1. Subject to Section 6 below, the Board will give written notice to the Owner. The notice will contain a description of the violation, and instructions regarding response to the notice and correction of the violation.
2. If the violation continues or is repeated, the Board will give the Owner a second notice of the violation and notice of hearing. The notice will be given not less than ten (10) days prior to the date of the hearing before the Board. The notice will include the date, time, and location of the hearing, the nature of the alleged violation, and a statement that the Owner has the right to attend and may address the Board at the meeting or may submit a written statement. The Board will meet in executive session if requested by the Owner being disciplined.
3. At the hearing, the Board will allow the Owner to address the Board and present evidence and testimony as is reasonable under the circumstances. If the Board concludes that the alleged violation occurred, the Board may impose monetary penalties, temporarily suspend voting and/or common area privileges for a period not to exceed thirty (30) days or take any other disciplinary action permitted by the Governing Documents.

If the Board imposes discipline on an Owner, the Board will provide the Owner a written notification of the disciplinary action, by either personal delivery or first class mail, within fifteen (15) days following the action.

4. After notice and hearing, monetary charges or disciplinary/compliance assessments, may be imposed on the Owner for damage to the Common Area by the Owner or the Owner's tenants, guests or invitees.
5. All fine and disciplinary actions will be conducted in strict accordance with the Davis-Sterling Common Interest Development Act, Specifically, California Civil Code Section 5855.
6. All notices will be delivered to the Owner shown on the Association's records. At the Board's discretion, any other person in possession of the property who is alleged to have committed the violation or infraction may also receive a copy of the notice.
7. If the violation continues or is repeated, or if the response is otherwise unsatisfactory, the Board may, after notice and a hearing, impose additional fines.
8. Notwithstanding the foregoing, under circumstances involving conduct that constitutes (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring owners. (b) a traffic or fire hazard; or (c) a threat of material damage to, or destruction of, the Common Area, the Board or its agents may contact the appropriate civil authorities and undertake immediate corrective action and conduct a hearing as soon thereafter as

possible, if either (1) requested by the offending Owner within five (5) days following the Association's actions, or two (2) days on its own initiative.

9. This violation procedure is separate from, and not a prerequisite, to legal proceedings. The Board has sole discretion to determine whether to pursue discipline or legal proceedings, or both in any particular case. If a law suit is filed, the Owner may be liable for the Association's legal costs and fees.

FINE SCHEDULE

The Board may impose only one (1) fine per same or similar violation within any thirty (30) day period and this will be in addition to any assessment levied to reimburse the Association for expenses and costs. Fines may be levied in accordance with the following schedule.

<u>VIOLATION</u>	<u>Range of Fine</u>
First Violation of any kind	\$100 to \$500
Second Violation of the same or similar kind within a 12 month period	\$200 to \$750
Third violation of the same or similar kind within a 12 month period	\$400 to \$1,000

C. OCEANSIDE COMMUNITY ASSOCIATION

FEE SCHEDULE

FEE SCHEDULE - OCA BUSINESS OFFICE	
Clubhouse Key	\$25.00 each
RV Parking Space at the South Parking Lot	\$60.00 Per month
Copies of document - requested at the OCA Business Office	\$.50 per page

INSURANCE DEDUCTIBLE FOR OCA MASTER POLICY \$25,000 Per Occurrence

ACTIVITIES	
Clubhouse rental fee for OCA Residents	\$100. 00 For 6 hours
Clubhouse rental fee for sponsored event by OCA Resident	\$200.00 For 6 hours
Set up fee - per hour	\$35.00
Kitchen deposit for use of Clubhouse kitchen (refundable)	\$150.00