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Member and Resident Handbook

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, library and golf course. The common area, which includes 591 of the garages and carports, is leased from Oceanside Land Company and maintained by OCA.

We are established under California laws and statutes that require recorded CC&Rs and Bylaws. This Members and Residents Handbook (along with the Architectural Guidelines and Landscape Guidelines) is written to clarify and put into practice these legally required documents.

OCA is governed by a seven-member Board of Directors comprised of and elected by OCA homeowners. Several committees provide assistance to Board functions and community activities. Our staff provides maintenance and management services. All committee meetings and Board of Directors' meetings, except for Executive Sessions, are open to all homeowners and residents.

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.

OCEANSIDE COMMUNITY ASSOCIATION OPERATING RULES

I. GENERAL

A. NOISE

1. Televisions, radios or audio equipment shall not be operated at a volume that can disturb neighbors. (Oceanside's noise ordinance sets these limits for residential areas: 50 dBA from 7:00 a.m. to 9:59 p.m.; 45 dBA from 10:00 p.m. to 6:59 a.m.)
2. Refrain from loud talking, laughing, yelling, etc. outside any dwelling, especially between 10:00 p.m. and 8:00 a.m.
3. No construction shall be performed between 7:00 p.m. and 7:00 a.m. Monday through

Saturday nor at any time on Sunday. An owner may work on his own property 9:00 a.m. to 5:00 p.m. on Sunday (City ordinance).

4. Cars, motorcycles, and other vehicle engines shall not be “revved” or run for an extended period of time.

B. UNSIGHTLY VIEWS

1. Trash containers, recycle bins, green waste containers, etc., shall not be kept on the common area unless screened from view. Any such screening must receive prior approval from the Architectural Committee.

2. Laundry may be dried by use of exterior clotheslines or the like so long as said items are not visible either from Common Areas or adjacent Lots (CC&Rs 7.8.7).

C. GUESTS

1. Overnight guests’ length of stay may not exceed sixty (60) days in any one (1) year.

2. Residents are responsible to make sure that their guests, invitees, tenants and licensees comply with all of the OCA Governing Documents.

3. See the CC&Rs Article VIII for rules regarding live-in caregivers and other qualified residents.

D. SAFETY

1. The speed limit on public streets in our community is 25 miles per hour (City enforced).

2. The speed limit on interior streets is 10 miles per hour.

3. All vehicles, including bicyclists, must stop completely at all stop signs.

4. Motorists, golf cart drivers and bicyclists must obey all traffic laws.

5. Bicycles may not be ridden on sidewalks.

6. The use of skateboards, roller-skates, rollerblades, play scooters, and other similar devices is prohibited at all times.

7. Persons using wheelchairs or motorized scooters for transportation may drive them on sidewalks, using proper care and observance of pedestrians.

8. Golf carts need to display a vehicle parking sticker obtained from the office.

E. ANTENNAS

1. Except as permitted by law, there shall be no outside television or radio antennae, satellite dishes, masts, poles or flagpoles constructed, installed, or maintained in OCA without prior written consent of the Architectural Committee.

F. SIGNS

1. Signs may not be placed on common area.

2. In order to assist our members while preserving the appearance of our community, the Board of Directors hereby grants permission for the following signs:

(a) One (1) “For rent”, “for sale”, “open house”, “estate sale” or “for lease” sign not exceeding 30 inches by 18 inches to be displayed at the residence.

(b) One “for sale”, “open house” or “estate sale” sign may be displayed near the entrance on Vista Campana.

(c) An additional sign may be posted at every intersection at which a turn must be made in order to reach the location.

(d) "For sale", "estate sale", or "open house" signs may be displayed only during the hours of 9:00 a.m. to 4:00 p.m. Any signs posted beyond these hours will be removed. This time limitation does not apply to the one sign at the dwelling location.

(e) The display of "Sold" signs is not permitted.

3. Homeowners must provide the information regarding signs to their realtor and are held responsible for realtor compliance.

4. In keeping with California law, it is permitted to display political signs during election periods. Such signs must be placed entirely within the confines of one's Lot and cannot be placed in the Common Area or attached to exterior walls. Each Lot is allowed one such sign, not larger than nine square feet in size. It can be posted not sooner than ninety days before the election and must be removed within fifteen days after the election (CC&Rs 7.8.4)

G. FLAGS

1. All flags (national, state, decorative or seasonal banners) displayed outside ~~any dwelling~~ must be in good condition. Please refer to flag etiquette when displaying the American flag.

2. No flagstaff or flagpole may exceed 5 feet in length and must be fitted to a bracket attached to some part of the dwelling. Flags should not obstruct traffic or vision of drivers.

H. WORK ORDERS

1. Work orders may be phoned in or submitted in person between 9:00 a.m. and 3:00 p.m. on Monday to Friday (until 6:00 on Wednesdays). The filled-out work order may also be dropped into the office mail slot or sent to the office by email or AppFolio. (Emergencies may be reported 24 hours a day at 760-757-3937).

2. Other requests such as television, police, internet and telephone services are to be made directly to that service provider. A listing of phone numbers may be found in the OCA phone directory near the front pages.

II. OCCUPANCY

A. REGISTRATION OF OCCUPANCY

All owners must provide the names of the occupants (themselves or tenants) of their dwelling and submit an age verification form for each individual residing in the home and other required paperwork at the OCA Business Office located at 550 Vista Bella. All resident's vehicles, including RV's, must be registered at the OCA Business Office and receive a numbered parking permit sticker to be affixed to the lower left side of the vehicle's rear window if possible.

B. RENTALS

1. Owners must provide their Lessee(s) with copies of all OCA governing documents -- CC&Rs, Bylaws, Rules and Regulations, Age Verification form, Vehicle Registration form, etc.

2. Those Documents may be found on the www.oceanaseniors.org website or obtained at the Office.

3. OCA restricts the number of rentals allowed in our community. See CC&Rs 2.7.6.

4. Owners are ultimately responsible (financially and otherwise) for all actions of their Lessee(s).

III. RESIDENCE EXTERIOR MAINTENANCE & REPAIR

A. GENERAL

1. Any exterior alteration made by the owner shall be the homeowner's responsibility to maintain

and. if the home is sold, the seller needs to inform the buyer of his responsibility to continue maintenance and repair.

2. In the case of an emergency which demands immediate attention such as a water line break, contact the office right away. In the case of an emergency repair which cannot wait until the next regularly scheduled Architectural Committee meeting such as a major roof leak, see the Architectural Guidelines or contact the office for the steps to take. The office phone (760-757-3937) is attended 24/7.

B. PAINTING - Exterior wood and stucco on all dwellings, carports and garages, except those additions constructed by the owner, will be painted according to the schedule established by the Association. Paint colors are approved by the Board of Directors.

C. ROOFS

1. Owners are responsible for maintaining and replacing all roofing components including fascia.
2. All roof replacements require prior Architectural Committee and Board of Directors approval, and proof of proper contractor license and insurance.
3. Roofs on garages or carports in Units 1 through 6, 8 and 9 are on common area and will be maintained by the Association.

D. RESIDENCE EXTERIOR CHANGES

1. Procedures

- (a) All changes or modifications, including but not limited to, the exterior of a dwelling, carport/garage, or fences, require approval by the Architectural Committee and the Board of Directors before the change or modification can take place.
- (b) The Architectural Change Request Form to be submitted to the Architectural Committee must be obtained from the OCA Business Office or the OCA Website and signed by the Homeowner.
- (c) All Architectural Request Forms must be turned in to the Business Office by the 1st day of the month before 3:00 p.m. Any application received after the 1st of the month will be applied to the following month's Architectural Committee agenda.
- (d) Failure to obtain approval before work begins may result in closing down the work site. Or a fine may be imposed on the homeowner's account. Legal action may also be taken against any owner in violation of OCA's Governing Documents.

2. The Homeowner is responsible for

- (a) compliance with the City of Oceanside building codes;
- (b) Architectural Committee and Board approved plans;
- (c) all associated construction and maintenance costs.

3. The Homeowner is responsible for maintaining the changes and modifications and to comply with the owner requirements set forth in Appendix C in the Policies Section of this Handbook.

E. RESIDENCE INTERIOR MAINTENANCE & REPAIR

1. All interior maintenance and repair of dwellings is the homeowner's responsibility. Additionally, homeowners are responsible for the maintenance and repair of enclosed porches, atriums, lanais, etc.
2. As a general rule, any damage to the interior of a dwelling is the homeowner's responsibility.
3. See Appendix C and the Association's Water Intrusion Policy for details on responsibility in

water and plumbing issues. Those documents are located in Policies Section of this Handbook.

F. SEWER SYSTEM

1. The homeowner is responsible for all sewer lines up to the Association clean-out.
2. The Association is responsible from the clean-out to the city's main sewer line.
3. Homeowners should refer to the OCA Root Invasion Policy located in the Policies Section of this Handbook.

IV. PARKING

A. GENERAL

1. "Parking" in this section shall mean any vehicle left unattended.
2. Vista Campana, Vista Bella and Stagecoach are city streets. Parking on them is regulated by city code. The code says a vehicle cannot park for more than 72 hours in any one spot without being moved. City Ordinance forbids RVs 25' or longer, 7 feet in width, or 7 feet in height from parking on city streets between 2:00 a.m. and 6:00 a.m. without a city permit (City code 10:28).
3. Under no circumstances may a person or persons live or sleep in an RV parked in Oceanside. City ordinance states, "You may not live in any parked vehicle or trailer on your property, any vacant site or a street."
4. All resident-owned vehicles, including RVs, must be registered at the OCA Business Office. The Vehicle Parking Registration form is available from the OCA Business Office and on the website. The numbered parking permit sticker should be affixed to the lower left side of the vehicles rear window if possible.
5. Parking in the north parking lot (between Clubhouse and OCA Business Office) is for activities in these buildings only. No overnight parking is permitted.
6. South Clubhouse parking lot (near the woodshop) is for RV parking and clubhouse activities. The numbered RV parking spaces are reserved. Short term, overnight RV parking is permitted with a temporary parking pass obtained at the OCA Office.
7. Driveway Parking: Overnight resident and/or guest parking is allowed on driveways provided the vehicle(s) do not extend onto any grass, sidewalk or street, or interfere with traffic flow. No vehicle shall be parked such that it exceeds the width or length of the parking space, carport, garage or driveway apron.
8. No repair work or maintenance involving chemical-based fluids of any type (e.g. oil, brake fluid, anti-freeze) by a resident or guest on any type of vehicle in any parking area, street, carport, or garage is permitted at any time.
9. Residents must inform their contractor(s) of the parking rules and are responsible for contractor(s) compliance.
10. No boats or trailers shall be parked on any common area, in Association-owned garages and carports, or driveways, except for loading and unloading.
11. Residents who violate parking regulations will be subject to an escalating fine system. If they believe a mistake was made, they may appeal. See the Compliance Policy in the Policies Section of this Handbook.

B. RECREATIONAL VEHICLES - SHORT TERM PARKING

1. RVs, both resident's and guest's, may be parked in the south clubhouse parking lot temporarily. A temporary parking permit must be properly displayed on the front windshield.
2. Temporary Guest Parking Permit applications are available from the OCA Business Office and on the website. RV owners must provide a valid Driver License, current vehicle registration, proof of insurance and a contact phone number.
3. Owners of RVs arriving after office hours or on week-ends can print off a permit from the website or get one as soon as the office opens.
4. Levelling jacks or stands must have a pad of either wood or plastic under them. All homeowners shall be held responsible for any road surface damage caused by their or their guests' RVs.
5. No RV, whether belonging to a resident or a guest, may be parked in a parking space designated as "Guest Parking."
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 - RESERVED PARKING

1. All reserved RV parking spaces are rented on a monthly basis
2. The RV Storage Application is available from the OCA Business Office and on the website. Proof of registration and insurance is mandatory and must remain current at all times. The application includes a waiver statement absolving the Oceanside Community Association (OCA), of any blame or wrongdoing should their vehicle be damaged. If no spaces are available, residents may complete an application and be placed on a waiting list.
3. Rent is payable to the Oceanside Community Association. Payment can be made in person at the OCA Business Office, mailed to the OCA business office located at 550 Vista Bella, Oceanside, CA 92057 or paid through one's AppFolio account.
4. 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 the RV.
5. Each owner is responsible for the neatness of their assigned space.
6. Nothing shall be stored outside of the vehicle.
7. All vehicles must be in working order and be able to be driven off at any time.
8. 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 or plastic blocks must be used. RV space renters are responsible for any road surface damage caused by their RV.
9. 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.
10. No repair(s) or maintenance work may be performed while the RV is stored on the south clubhouse parking lot.

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. [No vehicles are to block an ingress and egress to another resident's garage or carport.](#)

E. TEMPORARY 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

[Red no-parking striping and curbs in our community are set by the Oceanside Fire Department.](#)

G. ENFORCEMENT

1. Any violations of the parking rules will be [subject to compliance](#) violation notices and imposition of fines/penalties. Repeated violations may result in vehicle towing at the vehicle owner's expense.
2. 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. [Association-maintained](#) garages and carports are for parking of vehicles only. Boats, trailers, and other recreational vehicles may not be parked in these areas.
2. [Sufficient space must be maintained in a garage or carport for parking of a vehicle.](#)
3. 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.
4. Carports or garages may not be used for living, sleeping, dining or cooking purposes (City ordinance).
5. Alterations to [the exterior of all carports or garages and alterations to the interior of Association-maintained garages and carports](#) must be approved by the [Architectural Committee and the Board](#) 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 to [all Association-maintained](#) garages where power is supplied [by the Association.](#)

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. No additional outlets, power strips, or multi-way plugs are allowed.

5.. Trading of carports requires prior approval by the Association.

6. When a carport on common area is enclosed with a garage door, no further interior painting will be done by the Association.

7. The Oceanside Community Association has the right to make periodic inspection of the garages and carports per the Bylaws (V,1,k).

J. ELECTRIC-VEHICLE CHARGING

Residents must not use Association-paid electricity to charge their electric vehicles. They must either use an outlet connected to their power-box or install a submeter to allow the Association to charge for the electricity used. See the E-V Charging Policy at the end of this booklet for details.

IV. PET RULES

A. Residents may keep only dogs, cats, birds, and aquatic animals as household pets.

B. Excluding service animals and emotional-support animals owned by a certified-need owner, no more than two dogs or two cats or a combination of one dog and one cat may be kept in any one dwelling. Violation of this rule will result in a compliance complaint and possible fine. (CC&Rs VII, 7.5)

7. Guests must be accompanied by residents at all times. A resident may bring no more than four (4) guests per household to the pool.

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 and emotional-support animals owned by a certified-need owner, are not permitted in the common area buildings 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.

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 or meowing, noxious odors, viciousness, menacing behavior, or walking closely to windows, doors or patios of a residence.

I. No pets shall be allowed to run at large outside a dwelling, except in a fenced dog exercise area.. All dogs must be securely restrained by a leash not exceeding six feet in length, by a person physically competent to keep the animal under control. (Reference: City ordinance 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 or 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)

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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 ~~when required by city regulation~~.

VI. ESTATE SALES

- A. No "garage" or "yard" sales are permitted, ~~unless specifically authorized by the Board of Directors~~.
- 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. Keys:
 - a. There is one key that opens the front door of the Clubhouse and all gates leading to the pools/patio area. That key can be obtained by homeowners from the Business Office with a refundable deposit. No more than two keys will be issued per household.
 - b. 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 Business Office and receive a refund.
 - 2. All pool/patio gates must be kept locked at all times.(City ordinance)
 - 3. Sale of alcoholic beverages is not permitted.
 - 4. 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 be used for private parties on a space available basis,

but may not be reserved for private parties.

5. Entering the Clubhouse, game rooms, or other facilities in bathing suits and/or bare feet is prohibited.
6. Only service animals for the disabled are allowed in any facility.
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 boutique room, which are outside the fenced area. ~~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 1:00 p.m. to 3:30 p.m., and 6:30 p.m. to closing every day.
4. Guest swim hours are 11:00 a.m. to 1:00 p.m. and 3:30 p.m. to 4:30 p.m. Guests must be accompanied by residents at all times. A resident may bring no more than four guests per household to the pool.
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.

THE LANDSCAPING SECTION WILL BE SAVED UNTIL LATER DISCUSSION OF A LANDSCAPING HANDBOOK in October --

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 Association-maintained garages or carports must be in the cabinets provided, or in cabinets approved as additions by the Association Architectural Committee and the Board.

~~5. Clotheslines, containers or other such items on a resident's property shall be screened so as not to be visible to neighbors. (Covered already in I,B.)~~

5. With prior written notice, OCA may conduct inspections at any time for compliance of the storage regulations. (Bylaws, Article V,1,k). ~~(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 6:00 p.m. (DISCUSS)~~. 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. ~~Such items should not be placed near the curb until the day the Waste Management pick-up is scheduled.~~ 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). Refer to the cart lid or the WM website (<http://northcountywm.com>) for a list of acceptable recycling items. ~~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 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 foot clearance from other carts.

9. No liquid, hazardous waste or construction debris - For proper disposal, please contact Waste Management Customer Service Center or go online to the WM webpage.

~~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. OCA STAFF, VENDORS, CONTRACTORS AND VOLUNTEERS

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

XIII. VIOLATION PROCEDURES ~~AND REPORTING VIOLATION(S)~~

A. GENERAL

Any resident may report (in writing) any infraction of the CC&Rs, Bylaws, and Community Regulations, ~~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 Compliance Committee~~ of 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 ~~Compliance Committee Board~~ in person or in writing, however, the hearing will be held with or without the homeowner's presence. The ~~Committee Board~~ will make a decision based on all available information.
5. The decision of the ~~Compliance Committee 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 ~~take court action. 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 ~~a member of the Safety Committee designated patrol service (if any)~~ may issue **compliance** 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.

ATTACHMENT 1 -- 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.

ATTACHMENT 2 -- FINE AND FEE SCHEDULE

The monetary amounts set in this may be altered by the Board at any time.

FINE SCHEDULE

The Board may impose only one fine per same or similar violation within any thirty-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.

VIOLATION	Range of Fine
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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

FEE SCHEDULE

OCA BUSINESS OFFICE	
Clubhouse Key	\$25.00 each
RV Parking Space at the South Parking Lot	\$100.00 Per month
Copies of document - requested at the 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

ATTACHMENT 3 -- ELECTRIC VEHICLE CHARGING POLICY

May 2021

Purpose

The Oceanside Community Association, Inc. (“Association”) is responsible for managing and operating the Common Areas of the community. California Civil Code Section 4745 et seq., provides that if an electric vehicle charging station (“Station”) is to be placed in Common Area, certain conditions must be met.

The purpose of this policy is to set forth the guidelines and requirements that have been adopted by the Association’s Board of Directors (“Board”) for this purpose pursuant to Civil Code Section 4745, et seq., define financial responsibilities, and set policy for charging of electric vehicles (EVs) which are owned by residents and connected to electricity provided by the Association.

Guidelines

The Association supports energy-conserving measures and seeks to provide Members (hereinafter called “Owner” or “Owners”) within the Association with guidelines to allow Owners within the Association an equal opportunity to install electric vehicle charging stations for use with their electric automobiles or to pay fairly for the electricity they use for charging from Association-paid outlets.

At this time, approximately sixty percent of the vehicles owned by Association residents are parked in garages and carports which are maintained by the Association. In most cases the electricity available in these garages and carports is provided by the Association at the Association's expense. The cost of electricity associated with the charging of a resident's Electric Vehicle (EV) (even when connected to Association-provided electricity) is the Homeowner's responsibility.

I. Electric Vehicle Charging Station

Station means a system that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an EV into one or more EVs. A Station shall include all related components and improvements including but not limited to the associated electricity meter (collectively referred to as "Improvements"). A Station shall meet applicable health and safety standards and requirements imposed by state and local authorities as well as applicable zoning, land use or other ordinances, or land use permits.

Some EVs do not require a Station to charge and can be plugged in to a 120v outlet. This policy shall address use of this charging method as well.

II. Electric Vehicle Types

- (1) Hybrid – These vehicles can run on gas or electric but do not have a charge port. The batteries are self-charging via power generated by the gas motor and do not use external wall outlets or charging stations.
- (2) Plug-in Hybrid - These vehicles do not rely solely on gas for charging and can be connected to an outside electrical source for charging the battery. They are usually charged using power from 120-volt wall outlets such as the ones found in the Association-maintained garages and carports. This method is defined as Level 1 charging. The chargers may be portable or built-in to the vehicles. If the battery is not charged from an outside electrical source the vehicle will function as a regular hybrid.
- (3) Electric - These vehicles must be connected to an outside electrical source for charging the battery. They usually require high voltage (240 volt or higher) Level 2 charging stations, however many of these vehicles can also be charged using 120-volt wall outlets (at a slower charging rate).
- (4) Please note: Smaller electric vehicles that have a top speed of 20 mph or less like golf carts, electric bicycles, electric scooters etc. are not intended to be addressed by this Policy and will be considered at a future date.

III. Electrical Supply by Location

- (1) Units 1, 1A, 2, 3, 4, 5, 6, 8 and 9

- (a) The garages and carports associated with these Units are maintained by the Association. These Units have electricity provided at the Association's expense and charged via common area power meters.
- (b) Where practical, Homeowners are to rewire the outlets they use for charging to the Homeowner's power meter.
- (c) In cases where rewiring to one's power meter is impractical, each Homeowner will be charged individually for the electricity used as determined through some form of sub-metering.

(2) Units 7, 10, 11, 12, and 14

- (a) These Units have electricity provided at the Homeowners' expense and charged via the respective Homeowners' power meters.
- (b) All EV charging associated with these Units must connect to Homeowner-owned and maintained power through an individual meter which exclusively services the Homeowner's residence. All costs related to Stations and/or EV charging are the responsibility of the respective Homeowner.

IV. Owner Use of Association Controlled 120v Outlets

(1) EV charging via connection to existing Association-maintained 120-volt wall outlets is permitted **ONLY** upon prior written approval by the Association. Approval shall be dependent upon:

- (a) The results of the Association's evaluation of the added load on the circuit. Such evaluation shall be conducted at the Homeowner's expense.¹
- (b) Payment by the Owner of a monthly EV Charging Fee.
- (c) The EV Charging Fee shall be based upon individual monthly Association submeter readings and the then in effect utility billing rates.
- (d) Payment by the Homeowner of all costs to the Association related to such EV charging. This includes the cost of installing and maintaining a sub-meter or any other modification which is made to accommodate EV charging.
- (e) A signed and notarized Informal Indemnity Agreement which states clearly that the Homeowner understands and agrees to his or her responsibility to maintain the Improvements.

¹ The electrical service in Association-maintained carports and garages was not designed for EV charging. As the amount of EV charging increases, so does the risk of power loss due to circuit overload and tripped circuit breakers. Such power loss can affect other electric dependent components such as safety lighting, garage door openers, etc.

(2) The Homeowner and each successive Owner of the Unit shall be responsible for all of the following:

- (a) Costs of damage to the Exclusive Use Common Area, Common Area, and/or any Units resulting from the use of the Association-maintained wall outlet.
- (b) Disclosing to prospective buyers the existence of any Association-maintained wall outlet and the related responsibilities of the Homeowner.

V. Owner-Installed Electric Vehicle Charging Stations Requirements

In the future, Homeowners may desire to install a Station at their own expense. A Homeowner who desires to install a Station must comply with the following requirements:

(1) The Homeowner must obtain approval from the Architectural Committee to install a Station solely at the Homeowner's expense. As a condition of such approval, the Homeowner agrees to:

- (a) Comply with all architectural standards for the installation of the Station.
- (b) Engage a licensed, insured and qualified contractor to install the Station and provide proof of license and insurance to the Association prior to performing any work.
- (c) Within fourteen (14) days of approval and prior to performing any work, provide the Association with a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy, which covers the installation, maintenance and any damage associated with the Station.
- (d) Pay all costs of the installation, electric hook up and electricity usage associated with the Station.
- (e) Ensure the Station is connected to the Homeowner's power panel (or otherwise individually metered).

(2) The Homeowner and each successive Owner of the Unit shall be responsible for all of the following:

- (a) Costs of damage to the Station, Exclusive Use Common Area, Common Area, and/or any Units resulting from the installation, maintenance, repair, removal or replacement of the Station.
- (b) Costs for the maintenance, removal, repair and replacement of the Station until it has been completely removed from the Exclusive Use Common Area and for the restoration of the Exclusive Use Common Area after removal.
- (c) The cost of electricity and any installed meter associated with the Station.

(d) Disclosing to prospective buyers the existence of any installed Station and the related responsibilities of the Homeowner.

(3) The Homeowner and each successive Owner, at all times, shall maintain an umbrella liability coverage policy covering the obligations of the Homeowner under paragraph (2), and shall name the Association as an additional insured under the policy with a right to notice prior to cancellation. Such insurance must be primary and noncontributory.

(4) In order to ensure that the applying Homeowner and each of his or her successors in interest are aware of the obligations and to permit utilization of the Common Area and Exclusive Use Common Area by Homeowner for the Station, upon approval, the Homeowner will be required to enter into a License Maintenance and Indemnity Agreement (“LMIA”) that will be recorded against the Unit. The Owner will be responsible for all expenses incurred in preparing and recording the LMIA.

VI. Approvals of Homeowner-Installed Stations

(1) Homeowners must complete an architectural application and provide the completed application and plans to the Architectural Committee as required by the Association’s Governing Documents and California Law.

(2) The Homeowner’s application must include any and all approved permits from relevant City or County entities for the installation of the Station. If City approval and/or permits are not required, the Association requires written notification from the Homeowner (or the Homeowner’s Contractor) stating that no such approval is required. The Homeowner must also submit the prior, written approval, and any and all approved permits, from their current electric utility company servicing their Unit, for the installation of the Station and any associated meter, where such approval is required. If utility company approval and/or permits are not required, the Association requires written notification from the Homeowner (or from Homeowner’s Contractor) stating that no such approval is required.

(3) Association approval of the electric vehicle charging station is primarily a review of aesthetic compatibility. The Homeowner is solely responsible for ensuring compliance with all applicable laws and governmental regulations, codes and ordinances and obtaining permits where applicable. Approval by the Association for the Station does not waive the necessity of obtaining City required permits or any other government approval. All approvals must be obtained prior to construction of any Station. The Homeowner is solely responsible for ensuring that the Station is maintained to the standards set by both the Association and any City or County or other entity with jurisdiction. Upon notification by the City, the Association, or any other government entity with jurisdiction over the Homeowner’s Improvement, of any deficiencies in the maintenance of the Station, the Homeowner must promptly correct same. Failure of the Homeowner to promptly correct any such deficiencies will be deemed a violation of this Policy.

VI. Installation and Maintenance

(1) Homeowner Installation

(a) Prior to requesting approval of a Station, the Homeowner must ensure that the proposed Station will not increase the Association's cost to maintain the Common Area. The foregoing notwithstanding, the Homeowner shall fully compensate/reimburse the Association for any cost to maintain, repair, or replace any portion of the Common Area which arises as a result of the Homeowner's installation of the Station. Further, the Homeowner must agree to remit payment in full to the Association for any such costs within fifteen (15) days after presentation of invoices incurred by the Association for such costs. The Homeowner must further agree that, in the event of a failure to remit such payment, the Association may proceed with any and all legal action to collect such monies due, as provided by the CC&Rs and law, and may recover attorney's fees and costs incurred by the Association for its enforcement of its rights.

(b) Installation and connection of any necessary wiring from any already installed meter to the Station shall only be performed by a licensed, insured and qualified electrician.

(c) The Association is not a guarantor of electricity service to any Station. In the event of an emergency or any other event resulting in cut-off or black-out of electrical services, the Association will not provide emergency power service to any installed Station. Homeowners are solely responsible for ensuring any desired back-up power source to the Station.

(d) The Association expressly reserves the right to amend or supplement these guidelines.

(2) Homeowner Maintenance

(a) The Homeowner, by and through the Homeowner's agents and/or subcontractors, shall maintain and repair the Station in a professional, operable, attractive and safe condition solely at the Homeowner's expense, and in accordance with any and all conditions, guidelines, standards, and regulations established by the Board for the Association. The Board shall have the sole discretion to determine whether such Station is being maintained and/or repaired in an attractive and safe condition and in good repair. In the event the Station cannot be maintained or repaired in an attractive and safe condition, the Homeowner shall remove the Station upon request by the Association and restore the area to its original condition prior to the installation of the Improvement, at the Homeowner's sole expense.

(b) Except where required by law, the Association shall be under no obligation to approve new or similar Stations in the event the Station needs to be replaced due to wear and tear, damage, or any other cause. The Homeowner is required to seek all required approvals on any proposed station replacement in accordance with the Association's current Governing Documents.

(3) Association Installation- There are currently no Association installed Stations in the Community. Installation of a Pay-As-You-Go charging station in the Common Area for the use of all members is under consideration.

- (a) An electric vehicle charging station installed by the Association shall meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use permits.

VII. Violation of Policy

Any Homeowner who violates this Policy will be subject to an ongoing, monthly fine levied pursuant to the Association Enforcement Policy and/or Individual Assessments to reimburse the Association for costs incurred. Violations include, but are not limited to, connecting to Association metered electricity without appropriate approval, failure to pay any cost of fee associated with the Homeowner's EV charging, or failure to obtain Architectural approval before installation of a Station.

The Association will follow the Association's enforcement procedures against the violating Homeowner before imposing a fine and/or Individual Assessment.

The enforcement provision contained herein does not limit or waive the authority of the Association to pursue any other enforcement procedure or remedy against a Homeowner in violation of this Policy or the Association's Governing Documents, as permitted under the Association's Governing Documents or California law.

Map of red-lined areas?

NOTE: Election Rules should be printed with Bylaws

Exhibit C, Water-Intrusion Policy, Root-Invasion Policy be attached to Architectural Guidelines