

**OAK SHORES COMMUNITY ASSOCIATION, INC.**  
**COMMUNITY GUIDELINES – Approved June 26, 2021**

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## Introduction

Oak Shores Community Association (Association) offers many advantages to our residents. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on members, residents, guests, and invitees within the Association.

The Association is a California non-profit mutual benefit corporation. The Association is governed by the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), Bylaws, and other governing documents (collectively, the Governing Documents). These Rules and Regulations supplement the Governing Documents for the Association.

The purpose of the Association is to ensure that the Association's Common Areas will be well maintained and will be available for the enjoyment of Members, tenants, and guests. Owners' automatic membership in the Association provides a revenue base to fund the future costs of maintaining the community. The Association is managed by a 7-person Board of Directors (Board) with the assistance of a general manager, various employees, and outside contractors.

These Rules and Regulations have been developed with consideration given to providing each member with the greatest enjoyment of the amenities without infringing on other members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the CC&R's, they do not cover the entirety of the document. Please be sure to read the CC&R's carefully.

Any violation of these Rules and Regulations is subject to the Compliance Procedures and Fines as set forth herein.

Owners are responsible for their tenants', guests', family members', and invitees' compliance with the Governing Documents. Owners are required to provide copies of the Governing Documents to their tenants.



## FINE SCHEDULE

1. Illegal parking (includes any violation of a posted traffic rule, law, or sign)	
In an "owners only" parking lot	<b>\$100.00</b>
On OSCA streets	<b>\$100.00</b>
On OSCA greenbelts	<b>\$100.00</b>
In no parking red zones	<b>\$200.00</b>
2. Failure to stop at stop sign	<b>\$200.00</b>
3. Speeding (driving over posted speed limit sign)	<b>\$200.00</b>
4. Reckless driving (see Note 1)	<b>\$400.00</b>
5. Driving or parking on posted "no parking" areas	<b>\$100.00</b>
6. Unlicensed driver	<b>\$200.00</b>
7. Tailgating, or following another vehicle through the gate to obtain unauthorized entry to community.	<b>\$100.00</b>
8. Entering the community without proper identification (see Note 2)	<b>\$200.00</b>
9. Littering and/or unauthorized dumping (see Note 3)	<b>\$500.00</b>
10. Violation of any campground regulation	<b>\$100.00</b>
11. Violation of any marina regulation	<b>\$100.00</b>
12. Failure to obtain a mussel inspection before launching	<b>\$500.00</b>
13. Failure to have mussel inspection paperwork in possession	<b>\$500.00</b>
14. Violation of swimming pool rules	<b>\$100.00</b>
15. Excessive noise, including barking dog (see Note 4)	<b>\$200.00</b>
16. Foul language, threatening language, excessive arguing or gestures towards staff, vendors, or patrol (see Note 5)	<b>\$200.00</b>
17. Under aged drinking of alcohol in common areas	<b>\$100.00</b>
18. CC&R violation (not listed in fine schedule)	<b>\$100.00</b>
19. Illegal sign violation (see ARC guidelines)	<b>\$50.00</b>
20. San Luis Obispo County animal control violations	<b>\$100.00</b>
21. Lot/General clean-up violation	
Article 3 Membership Obligations – (see Note 10)	<b>\$100.00</b>
22. Use of firearms (incl. pellet and BB guns) is prohibited (see Note 8)	<b>\$100.00-\$1,000.00</b>
23. Illegal tenant	<b>\$300.00</b>
24. Violation of the Rental Regulations or Absentee Member Policy.	<b>\$300.00</b>
25. Failure to file Conditional Use Permit (see Note 6)	<b>\$300.00</b>
26. Illegal removal of trees as per CC&Rs	<b>\$500.00/tree</b>
27. Unauthorized removal or trimming of open space tree	<b>up to\$5,000.00</b>
28. Violation of construction curfews (see Note 7) (Each additional offense, \$100.00 will be added to fine)	<b>1<sup>st</sup>-WARNING</b>
	<b>2<sup>nd</sup> - \$ 750.00</b>
	<b>3<sup>rd</sup> - \$1,750.00</b>
29. Weed Abatement - Uncut lot after the June 10 <sup>th</sup> deadline	<b>\$200.00</b>
30. Damage to community property; graffiti/vandalism	<b>\$100 - \$1,000.00</b>
31. Fires & Fireworks: No burning, or use of fireworks is allowed	<b>\$1,000.00</b>

32. Tampering with or removal of Association barriers or property in order to gain access into Oak Shores 2	<b>\$500-1000.00</b>
33. Violation of Fire Pit/Warming Fire Rules	<b>\$300.00</b>
34. Open Fire Violation	<b>\$200.00</b>
35. Violation of Motorized Vehicle Regulations	<b>\$100.00</b>

**Notes:**

1. Reckless driving shall be defined as (i) a violation by any member, family, tenant, guest, or invitee of a member of any federal, state, municipal or local law, ordinance or regulation that affects the health, safety and or property rights of another member, family, tenant, guest, invitee, or Association employee, (ii) operation of a vehicle within the community that evidences a lack of due care, or (iii) **entering or exiting the community from the wrong lane at the Gate House.**
  - i. The fine for reckless or negligent driving is \$400 for the first offense, \$800 for the second offense, and \$1600 for each additional offense. If property damage or bodily injury occurs as a result of the reckless driving, then the above fines will be doubled for each occurrence, plus imposition of a reimbursement assessment.
2. Proper identification is defined as having a current Oak Shores Sticker affixed to the windshield (per OSCA standard practice), a guest pass, and renter pass or vendor mirror tag visible at all times in the community. This includes gate running or tailgating vehicles into the community after hours.
3. Including all common areas and dumpsters.
4. If within a 24-hour period the excessive noise violation continues the fine doubles.
5. Fines double when they occur within 12-month period.
6. For each subsequent offense within a 12-month period, the fine will be doubled.
7. See Section VI Construction Guidelines, Time Guidelines Page 16 of ARC Manual.
  - i. Construction hours are 7 am to 6 pm Monday - Friday and 8 am - 5 pm Saturday and Sunday.
8. A recommendation will be submitted by the issuing officer and final approval will be determined by OSCA Board of Directors.
9. All fines listed above will automatically double during Maximum Enforcement Periods. Maximum Enforcement Periods are defined as Easter Weekend, Spring Break, Cinco De Mayo, Memorial Day Weekend, Fourth of July Weekend, Labor Day Weekend, Thanksgiving Weekend, Christmas Weekend, New Year's Eve weekend
10. All violations are subject to warnings and officer discretion utilized on a case-by-case basis.



## ENFORCEMENT POLICY

This policy sets forth the Association's policy for the imposition of disciplinary actions and fines for violations of the Association's governing documents, including, without limitation, the Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations, and any others as may exist and/or be amended from time to time. This policy complies with *Civil Code* Section 1363 as well as the Association's governing documents.

Each member is responsible for complying with the Association's governing documents. Members are also responsible for the conduct of their guests, family, invitees and tenants. Thus, when "member" is used in this policy regarding a violation of the Association's governing documents, it also refers to any activities by that member's family, invitees, guests and tenants.

The Association's enforcement process is as follows:

1. Notice: Notices of violations that are subject to monetary penalties, suspension of privileges, suspension of non-essential services, suspension of voting rights, or impositions of reimbursement assessments will be sent by first class mail or by certified or registered mail to the member's most recent address as shown on the Association's records. The notice will be sent at least ten (10) days before the hearing date. The form of notice will be similar to the following:

In accordance with the governing documents and the Association's rules and regulations, this letter shall serve as notification of an alleged violation of the governing documents. You are alleged to have done

\_\_\_\_\_ (list the conduct at issue). Your conduct is alleged to violate the Governing Documents: (list the CC&Rs, Bylaws or Rules sections which support the conduct being considered a violation) \_\_\_\_\_

Pursuant to *Civil Code* §5855, the Board of Directors will hold a hearing on: (list date, time and location of the hearing) \_\_\_\_\_ in order to discuss the alleged governing document violations. The Board intends to impose the following forms of discipline against you \_\_\_\_\_

\_\_\_\_\_ (list the different forms of discipline being considered- e.g., fine, privilege suspension, vote suspension, etc.)

The Board will review the allegations in an executive session hearing unless you request otherwise. You may, but need not, be present at the hearing. You may, but need not, be represented by counsel at said hearing. You may present any relevant evidence and you will be given a full opportunity to cross-examine all witnesses testifying against you. You are entitled to bring witnesses that will testify on your

behalf. Your witnesses will be excused after providing their testimony. The Board does not permit attendance at hearings by third-parties unless they will provide direct testimony and information regarding the allegations in the hearing notice.

Please advise the Association, in writing, at least five (5) days prior to hearing if you will have your own legal counsel attend so that the Association can plan accordingly. Should you fail to provide prior notice as requested, the Board will either (i) continue the hearing to allow the attendance of the Association's counsel or (ii) hold the hearing and not permit your legal counsel to attend. The Association is represented by counsel and cannot meet with an owner's attorney without our own legal counsel being present.

If you are unable to attend the hearing you can request the Board reschedule it, however, there is no guarantee the Board will be able to accommodate your request. If the Board is unable to accommodate your request for a reschedule, you are encouraged to submit written evidence to support your position.

The Board will deliberate in an executive session regarding what discipline, if any, to impose and will send a hearing results notice within 15 days following the hearing.

2. Hearing: The Board of Directors will hold a hearing, in executive session unless an owner requests otherwise, regarding the alleged violations of the Association's Governing Documents. The member will be given the opportunity to be heard, either orally or in writing before the Board. The meetings will be scheduled as needed and will be held at the property.

3. Rescheduled Hearings: If a member is unable to attend the scheduled hearing, they must contact the Board, in writing, in advance of the hearing date to request an accommodation stating the basis of the request for a reschedule. The Board cannot guarantee they will be able to accommodate requests for reschedule, but will endeavor to work with owners upon request. In the event a person fails to appear at a hearing, the owner is encouraged to submit written information. The Board will review the evidence presented and make its decision accordingly.

4. Correction of Violation: In the event the alleged violation is corrected prior to the hearing day, the Board may, if appropriate, cancel the hearing which shall be in its sole discretion.

5. Conflicts of Interest: If a member of the Board has a conflict of interest (i.e., he or she filed a complaint, or the complaint was filed against the Board member), that director will abstain from voting on the issue.

6. Decision of the Board: Following the hearing, the Board will decide whether or not the member shall be penalized and the amount of the penalty or other type of enforcement sought. Within fifteen (15) days after the conclusion of the hearing, the Board will notify the member of its decision by mail. The Board's decision will specify the fines or other enforcement penalties imposed, and the reasons for the penalties. The penalties may include suspension of privileges and/or monetary penalties.

7. Appeals: The decision may be appealed by submitting, within ten (10) days of the notice of the decision, a written request stating why the decision was flawed. A request which simply

states I wish to appeal the decision will be rejected. If a majority of the Board votes to hear the appeal, it will be heard at the next regular meeting of the Board or at a special meeting of the Board.

8. Monetary Penalties: The Board may impose a monetary penalty as defined in the Fine Schedule. Failure to pay a monetary penalty may result in increased monetary penalties and/or appropriate legal action against the member. Additionally, the Board may levy reimbursement special assessments against members for expenses incurred by the Association arising out of actions or omissions of such members or their family, tenants, guests, or pets. Such expenses will include but not be limited to: (i) enforcing compliance with the Association's governing documents, (ii) collecting delinquent assessments, (iii) mitigating or repairing damage to Association property or common areas, and (iv) attorneys' fees and costs regardless of whether legal proceedings were instituted. Reimbursement assessments will be fully enforceable by all means provided for in the governing documents. In the event members fail to pay penalties assessed against them, the Board may seek judicial enforcement of the penalty including all costs of collection, attorneys' fees, court costs and related expenses.

9. Suspension of Voting Rights: The Board may suspend a member's voting rights for failure by members or their family, tenants, or guests to comply with the provisions of the Governing Documents. Any such suspension will be for a period of time not to exceed thirty (30) days for any non-continuing violation. For continuing violations, the suspension may be imposed for as long as the violation continues. Regular and special assessments will continue to accrue and will be due and payable notwithstanding the suspension of membership rights. The Board reserves the right to impose 30-day suspensions for each violation which can be imposed concurrently or consecutively at the Board's discretion.

10. Suspension of Services: The Board may suspend a member's right to access non-essential services and also the common area amenities. The Association will not preclude a member's right of ingress and egress to their lot. Suspension of non-essential services can include, without limitation, suspension of guest pass privileges which means the owner (or tenant) will need to come to the gate to escort their guests to the residence, suspension of the owner gate entry which means the owner will need to enter through the guest lane. Any such suspension will be for a period of time not to exceed thirty (30) days for any non-continuing violation. For continuing violations, the suspension may be imposed for as long as the violation continues. Regular and special assessments will continue to accrue and will be due and payable notwithstanding the suspension of services.

11. Right to Stop Work: The Board and its representatives have the right to stop any work that is in violation of the Governing Documents.

12. Association's Right to Cure: The Association may also cure a violation provided; however, the Association will give the member prior written notice of the violation of the Association's intent to cure such violation as provided in the CC&Rs. The Association's expense in curing the violation will become a reimbursement assessment against the member. In case of an emergency the right of entry and cure will be immediate.

13. Alternative Dispute Resolution: The Civil Code requires that before the Association or an owner files a lawsuit against the other, the filing party must endeavor to submit the dispute to alternative dispute resolution (ADR) if the lawsuit is (i) solely for declaratory or injunctive relief,

or (ii) for declaratory or injunctive relief in connection with a claim for money under \$5,000 (other than Association assessments), related to the enforcement of the Association's Governing Documents. The ADR process is initiated by one party serving a "Request for Resolution" upon the other parties to the dispute. If the individual receiving the Request agrees to ADR, the process must be completed within 90 days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with these requirements. Failing to do so would be grounds for challenging the lawsuit. Although the winning party may be awarded reasonable attorneys' fees and costs, the court may consider a party's refusal to participate in ADR.

14. Cumulative Remedies: Assessment of a monetary penalty or issuance of a warning does not in any way limit the ability of the Association to further seek other remedies or injunction relief or to take appropriate legal action at the expense of the member.

15. Waiver: Any failure to enforce any provision of the Association's governing documents shall in no way be deemed a waiver of the Board's right to do so in the future.

16. Attorneys' Fees and Costs: If the Association takes legal action to enforce the Governing Documents, the prevailing party may be awarded attorneys' fees and costs by the court. In addition, the Association will levy reimbursement assessments for its attorneys' fees and costs from those members against whom the Association must employ the services of an attorney to ensure compliance with the Association's governing documents regardless of whether legal proceedings are instituted.

17. IDR Policy: In a dispute between the Association and a member involving their rights, duties or liabilities under the Davis-Stirling Act, Corporations Code or the Governing Documents (including these Rules), the Association or any Member may use the following Internal Dispute Resolution (IDR) procedure. Members may not be charged a fee to participate in the process. Each party is responsible for their own costs and expenses associated with the IDR.

- a. Either party to a dispute within the scope of this section may invoke the following procedure:
  - i. The party may request the other party to meet and confer in an effort to resolve the dispute. The request must be in writing.
  - ii. A Member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
  - iii. The Board will designate at least one, and potentially more, directors to meet and confer. The Board may request legal counsel to attend the IDR. A Member can bring legal counsel or one other advocate to attend the IDR in order to assist the Member in stating their positions.
  - iv. The parties must meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.



- v. The parties may be assisted by an attorney or another person at their own cost when conferring. A Member intending to bring an attorney or another person to an IDR must inform the Association at least ten (10) days prior to the meeting. The Association is represented by counsel. If a Member brings an attorney or other person without the Association's prior knowledge, the IDR will be rescheduled to a later date so the Association can be properly represented at the meeting.
- vi. If the parties are able to resolve the dispute, the resolution agreed to by the parties must be memorialized in writing and signed by the parties, including the board designee on behalf of the Association. Unless at least a majority of the Board is present at the meeting, a written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied: (1) The agreement is not in conflict with law or the governing documents of the Association and (2) The agreement is either consistent with the authority granted by the Board to its designee(s) or the agreement is ratified by the Board.

18. With respect to a nuisance claim by a resident, in the event the Board does not find the issue arises to the level of a nuisance, the Board encourages the complaining party(ies) to try and resolve the dispute amongst themselves. In the event the parties are unable to resolve their dispute, they may request, in writing, the Board facilitate an IDR between the parties per the above process, in which case the Board will send a letter inviting the relevant parties to attend the IDR. If a party refuses to attend, the Association will communicate this to the parties and will conclude the matter.

## **ENTRANCE IDENTIFICATION POLICY**

The following policy has been adopted to prevent and control unauthorized entry into Oak Shores. See Article 8 Section 8.8 Insurance and Stickers.

Any vehicle not displaying a current Oak Shores Community Association entry sticker must register at the Association entry gate. The responsible party:

1. Must be listed as a guest, renter, contractor or service worker.
2. Valid photo identification must be presented.

Failure to provide proper identification can limit or deny access to the Community.



## **SECURITY GATE REGULATIONS AND INSTRUCTIONS**

Members are allowed to phone or email in guest names only if they provide their account number to the gate staff. People not listed on an owner's permanent guest list will not be allowed to enter the Association unless authorized by the identified owner of the property. This privilege can be suspended after notice and a hearing. It is recommended that you call in guests and rental contracts 24 hours in advance. You may be charged a service fee (to be determined by the OSCA Board of Directors) for not calling in guests and renters 24 hours in advance, if this causes an abnormal inconvenience at the Gate.

1. Persons identified on any members *Immediate Family List* form will be allowed entry to the Association even if the member is not in residence. OSCA assumes no responsibility for allowing entrance to guests identified on an *Immediate Family List*.
2. The Association does not permit an "Admit all guests" list.
3. Contractors are not allowed to:
  - a. Use a gate entry card to enter the community
  - b. Bring any animals including dogs into the community, unless it is a service animal
  - c. Start work before 7 am on weekdays and 8am on weekends
  - d. Bring any type of watercraft into the community
4. Concrete trucks carrying loads in excess of seven (7) yards shall not be permitted into the Association.
5. Realtors are allowed to meet prospective clients at the gate to show property within the Association.
6. Realtors must show a current State of California Department of Real Estate (ID) card and their current driver's license to the gate attendant in order to be granted entry to the Association. The identification number on the ID card and drivers license must be the same.
7. The gate house is to be used for authorized business only (no loitering.)
8. The Board has authorized the management office to approve vehicle and watercraft stickers for children, grandchildren, parents, and grandparents of owners upon receipt of a *Sticker Authorization form*.

## **QUIET HOURS/EXCESSIVE NOISE**

Quiet time is between 10 pm and 7 am. Any Person(s) making excessive noise between those hours may receive a warning for the first offense. If the noise continues, a fine of \$200 will be issued. If within a 24-hour period the noise continues, the fine will double. **See Note 10.**

## **ENTRY GATE CARD PROCEDURE**

1. Each lot receives (two) 2 free entry gate cards. Additional cards are \$12 each and six (6) cards are the maximum allowed per lot.
2. Requests for additional gate card's requires Board of Directors approval.
3. After hours community access requiring assistance from OSCA staff to enter, will incur a service fee of \$60.00 and will be billed to the homeowner's account.



## **GUEST AND RENTER WATERCRAFT FEE PROCEDURE**

1. The Association gate staff will complete a *Visitor Boat Permit* upon arrival of any guest or renter with a watercraft at the Association entry gate and the guest/renter must pay the Association fee of \$25.00 per day or \$125.00 per week; after the second week, there will be no further charges. We require that you call and pre-pay for your guest boat fees 24 hours in advance. Guest and renter watercrafts could be subject to being denied entry into Oak Shores. Failure to pre-pay for any incoming watercrafts is subject to an additional \$50.00 service fee to be billed to the homeowner's account.
2. All watercrafts must undergo a mussel inspection before launching and inspection fees must be paid as set by the Board of Directors. If a watercraft fails a mussel inspection, the boat is subject to a 30-day Quarantine, depending on the last known date of contact with an infested body of water. It is unlawful, according to California Fish & Game Code Sections 2300-2302 and SLO County Code Chapter 11.20.120) to possess, import, ship, or transport in the state, or place, plant, or cause to be placed or planted in any water within the state, Zebra or Quagga mussels.
3. A carbon copy of the completed *Visitor Boat Permit* is filed in the gate house, under the designated departure date shown on the permit.
4. The original copy of the permit must be visible in the guest vehicle and stay available for inspection upon request. A guest or renter sticker will be issued for each watercraft and must be displayed on the watercraft.
5. Upon leaving the Association, the guests must return the original copy of the permit to the gate staff or deposit it in the designated box at the gate.
6. Returned permits will be reconciled with the filed carbon copy.
7. Property owners will be charged for guests who have exceeded their stay at the Association beyond the expiration date shown on the permit.
8. Property owners will be charged for their guests who fail to return their pass.
9. All watercrafts are required to pay a lake fee to Monterey County Parks Department.
10. Only one guest or renter watercraft trailer will be allowed to enter the Association for each lot at any one time. No empty trailers will be allowed to enter the community.
11. Guest and renter watercrafts arriving after 4:00 pm will not be charged for the day of entry.
12. Parents, grandparents, children and grandchildren of members are not charged watercraft fees, and can have "owner" stickers on their watercrafts as long as the member has completed a *Vehicle Sticker Authorization Form* authorizing family members to have stickers.

### **RECKLESS DRIVING**

Reckless Driving consists of driving a vehicle in a precarious manner without paying attention to

prevailing circumstances and regulations and disregarding the possible consequences of such driving; also, driving without full presence of mind as defined by the **California Motor Vehicle Code: 23103**. (a) A person who drives a vehicle upon a highway in willful or wanton disregard for the safety of persons or property is guilty of reckless driving. (b) A person who drives a vehicle in an off-street parking facility, as defined in subdivision (c) of Section 12500, in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

## RENTAL REGULATIONS

1. Members who wish to rent their homes must apply for a *Conditional Use Permit* from the Association main office. The Association may revoke the *Conditional Use Permit* for cause following a properly noticed hearing. Members shall pay an **annual rental fee of \$325** for each CUP, which may be rented for any part of a calendar year with a minimum rental period of 7 days. Members shall also pay a \$50 per rental fee each time their home is rented. For example: If you rent your home six (6) times per year, you pay \$325 plus \$50 X 6 times equaling \$625.

2. For homeowners who are in violation of not filing a Conditional Use Permit the 1<sup>st</sup> violation is a warning, the 2<sup>nd</sup> violation is a \$300.00 fine, and each subsequent violation will be doubled. If the required CUP documentation is not filed with the Association, the Association has the right, but not the obligation, to refuse entry to the member's renters. An owner who contacts the Association upon their tenant's entry and provides the required documentation within 24-hours will not be deemed to have committed a violation.

3. A rental unit shall not contain more than eight (8) occupants, ages 16 and up, during any rental period and shall be limited to two (2) cars and one (1) watercraft trailer. Such watercraft and vehicles shall be admitted to the Association only upon payment of the guest watercraft- launching fee in effect at the time, and all watercrafts must be inspected for mussels before being allowed to enter the community.

4. Access to the Association shall be denied to any persons whose names do not appear on the *Rental Registration form*, as signed by the member pursuant to the *Conditional Use Permit*. A renter shall not be allowed to enter names to the registration form or invite guests to a rented dwelling.

5. The owner of a rented dwelling shall relinquish their privileges to the use of all amenities within the Association unless they own additional property in the Association that is not being rented.

6. Persons who sign a rental or lease agreement and occupy that rental unit for a period of three (3) months or more shall be considered long term and shall assume the privilege to the use of amenities that the owner would have, including the right to have boats, guest watercrafts and to have guests in the campgrounds.

7. Members shall not be permitted to use their dwellings for rental purposes if they are delinquent in their dues, assessments, fines, C.U.P fees, insurance, or trash collection fees. Pursuant to the CC&Rs, Article 12.2(e), after notification, delinquent members, and their tenants, may be suspended from use of the Association's amenities.

8. No residence within the Association shall be rented until it has been completed, and signed off by the San Luis Obispo County Building Inspector and the Architectural Review Committee.

9. Use of the campground not to be considered an amenity for short-term renters (less than thirty (30) days).

10. Exceptions may be made in the off-season months, November 1<sup>st</sup> to April 30<sup>th</sup> to the minimum rental period of 7 days (1 week).

11. The Association may compel compliance with this policy through an action for injunctive relief under the CC&R's and Civil Code, and the owner may be subjected to this action and held responsible for attorneys' fees and costs incurred by the Association.

12. By filing for a *Conditional Use Permit*, the member consents to an assignment of rents from any tenant in the event that the member becomes delinquent in payment of regular or special assessments. The terms of the Assignment of Rents are set forth in full as Exhibit A to the Conditional Use Permit.

13. An owner that wants to rent their home may use a property manager or rental agent to manage the property. The property manager must be available on a 24/7 basis to answer questions and ensure that the property is in good condition. If the property manager or self-renter is off site, the owner must be available to be on-site within two (2) hours.

14. If an owner rents their home using a property manager or rental company, the property manager and/or rental company is considered a contractor and is subject to the workers and contractor's guidelines in these Rules.

15. An owner that rents their home must provide the Association with a copy of their business license and Transit Occupancy Tax Certificate and a copy of their Homeowners Insurance or umbrella policy naming the Association as additional insured, when they turn in their Conditional Use Permit (CUP). The Association abides by the rules of the county in regards to rental properties.

16. Owners who rent their home must have their primary renter sign a copy of the rules, regulations and fine schedule and a copy of the signed documents must be submitted as part of the *OSCA Rental Registration* at least 24 hours prior to entering the community.



## CAMPGROUND REGULATIONS



Campground facilities are provided as an accommodation to the Associations' owners and their authorized guests. Since these facilities are limited, regulations for their use are necessary to ensure that camping is equitable and enjoyable for everyone.

All owners share the cost of maintaining these facilities and may reserve a campsite for their personal use for up to 14 consecutive days at no charge. Owners are responsible for the actions and fees of their guests.

### 1. Reservations

- a. Owners (only) call the gate house at 805-472-2230 to make reservations or email the gate at [oscagate@oakshores.us](mailto:oscagate@oakshores.us).
- b. Property owners without prior reservations may use the campground only if space is available upon arrival.
- c. Campers who arrive when the gate house is closed may proceed to any available campsite not posted with a reserved sign, but must confirm their arrival and site at the gate house by 10 am the following day.
- d. Reservations by owners of vacant lots for **non-electrical sites** may not be made more than 30 days in advance. Reservations by owners of homes may not be made more than 14 days in advance.
- e. Reservations by homeowners and lot owners for **electrical sites** may be made no more than 14 days in advance.
- f. Campsites reserved may not be for more than 14 consecutive days. Only Association Management may grant extensions, with the use of a Special Use Permit, if space is available.
- g. Multiple reservations may not be made. New reservations can be accepted only after the first reservation expires. Only one campsite per lot may be reserved. The Association Manager may make exceptions by issuing a Special Use Permit prior to admittance (holiday weekends excluded). **Only two special use permits will be issued per year per owner.**
- h. Some campsites have been set aside for monthly rental only by owners, at \$100.00 per month during the summer months (Memorial Day thru Labor Day). Call office for more information.
- i. Electrical hook-ups may only be used for their designated campsite. Intentionally hooking up to electricity that is not designated for your site will be subject to a fine (See fine schedule #10).

2. Occupants - No more than six (6) persons and two (2) vehicles may occupy a regular campsite. No more than 10 persons and three (3) vehicles may occupy a group campsite. Campsites 13, 14, 15, 23, 28, 29, 42 and 44 are considered group sites. For campground use, a vehicle with trailer is considered a single vehicle. **All RVs, trailers, etc. are to be parked on** designated area.

- 3 **Motorcycles and ATV's** -Motorcycles may not be driven in the campground except to enter or leave. Motorcycles and ATV's may not be operated between 8 pm and 8 am.
4. **Quiet Hours** – Loud noise, radios, generators, etc. are not permitted between 10pm and 8 am
5. **Dishwashing** - Dishes must be washed at your campsite. Do not wash dishes at water faucets or in restrooms.
6. **Tables** - Picnic tables are not to be moved permanently from its original campsite. If Picnic Tables are moved and not put back into original spot, a \$100 fine will be charged to the Owner.
7. **Vegetation** - Trees shall not be cut down or trimmed for firewood or any other reasons.
8. **Dogs** - Dogs must always be on a leash and shall not be left unattended.
9. **Firearms** - Firearms of any kind may not be discharged anywhere within the Association.
10. **Open Fires** - Campfires only allowed unless in designated areas. Fires are prohibited during high fire season suspensions. Notice will be posted during this time.
11. **Fire Pit Rules** - ~~Owners~~ **Campers** must ensure that someone is attending to the fire at all times, and when left unattended the fire must be out completely
12. **Check-In/Check-Out** - Reservation check-in time is 4 pm. Late arrivals must confirm by phone. Check-out is required by 3:00 pm on the scheduled departure date. Vehicles, boats, or equipment left at the campsite after the reservation departure date may be removed to a storage area at the owner's expense. The Association assumes neither liability nor responsibility for such removal.

### 13. Guests & Fees

- a. Guests are defined as anyone other than property owners, their children and spouses and grandchildren and property owners' parents and grandparents.
- b. Property owners in good standing and their children, grandchildren, parents & grandparents (over 21 years of age) may use the campground without charge.
- c. Property owners must be present in the community during the time their guests use the campground.
- d. Guests are required to pay \$25.00 per vehicle per day for campsite use. The weekly rate shall be \$125.00 per vehicle
- e. Electrical use sites will incur \$5.00 per day surcharge, for guests and owners alike

#### **14. Restriction on Campground Use and Violations**

- a. Owner-Builders -These members may occupy a campsite beyond the 14-day limit by making arrangements with management for extended use of a site during the actual construction or major remodel time period. Personal occupancy of the site for at least three (3) days during the consecutive 14-day occupancy periods is required.
- b. Reservation Violations - Owners staying in the campground beyond the 14 consecutive days will be charged the daily guest rate of \$25, commencing the day after this reservation expires. They may also be subject to a \$50 fine for a violation of the campground regulations; furthermore, the fine will be doubled each full week that they are still in violation in addition to the daily charge. After 30 days, staff will have the owners' property towed away. All towing charges will be assessed to the owner's account.
- c. Fire pits are not to be moved from designated locations in each campsite. The burning of construction material is not allowed in the Campground per Cal Fire regulations.
- d. An owner may not use the campground during periods of renting their home or allowing guests to occupy their home.



#### **MARINA REGULATIONS**

The use and enjoyment of the Association's marina facilities depends on cooperation and compliance with the following regulations. Members should assist in their enforcement. (refer to page 18 "Fishing Policy")

1. The Main Marina, Clubhouse and West Ramps are closed between 10pm and 6am. A Special Use Permit may be issued for night fishing. Contact the main office to apply for this permit.
2. Speed limit in the marina wake-less zone is 5 miles per hour or less if a wake is generated.
3. Skiing start-ups and drop-offs not permitted within wake-less zone.
4. Towing towable and water toys with people aboard inside the log boom is not allowed.
5. Swimming, picnicking, sunbathing and camping, is not permitted on or from docks or slips.
6. Swimming is confined to the designated area for that activity. No lifeguard is on duty, swimming is at your own risk.
7. When parking lots are under water, restrictive parking regulations must be observed as posted.



8. Watercrafts may not be left in Association slips for more than seven (7) days. Removal must be for at least 72 hours (3 days) between seven (7)-day periods, beginning Memorial Day weekend and ending Labor Day weekend. No jet skis or inflatables to be left in Community Slips. Jet skis may only park in the first two slips on each dock. Jet skis in any other slip you can be subject to a fine of \$100 for first offense.

9. If an owner leaves the Association for seven (7) days or more, the boat must be removed from the slip.

10. Slips in the Association's marina may not be reserved or roped off. No inflatables are allowed in the slip. (This is a violation of Marina rules). The unattended inflatables will be removed by Association Staff and a \$60.00 service charge will be billed to the homeowner's account. The Association will not be held accountable for damages to inflatable.

11. Docks to be moved by Association employees only.

12. Boats in Association slips are limited to 24 feet in length.

13. Loading docks are for loading and unloading passengers and gear only; docking is limited to 15 minutes.

14. Boat trailers may not be parked overnight or left unattached anywhere in the entire marina areas, including all parking lots. Violators will be cited and/or trailers towed away at owner's expense. The Association assumes no liability for any damage in such cases.

15. Overnight camping at Association marinas and/or beaches is prohibited.

16. Dogs must always be kept on a leash and are not to be tied to docks and are never to be left unattended.

17. Property owners are required to display **current annual owner's decals** on their watercrafts and trailers at all times. Failure to display current identification decals will result in the denial of launching at ramps.

18. Overnight camping on any boat moored anywhere in the marina or on Association property including the West Ramp area is prohibited. "Overnight" is defined as between 10 pm and 6 am. Violators of this rule incur the same fine as for parking (this prohibition excludes people with private beachfront lots as long as the mooring doesn't interfere with the normal traffic flow patterns. Private beach front lot owners may give permission to others to moor overnight on their property.)

19. No property owner is entitled to or shall be permitted a personal dock unless their property is contiguous to the waterfront.

20. Music from boats must not be offensively loud or vulgar.

21. No overnight parking on shore in Association's marina.



## TEMPORARY CANOPY/TENT POLICY



1. Tarps, covers, canopies, or other day camping covers may not be left on the beach in the Community dock and West Ramp areas for a period more than seven (7) days and must be used each day.
2. The tarps, covers, canopies, or other day camping covers may not be placed in any area that will be a nuisance, i.e., in traffic or parking areas, launch ramps, or walkways.
3. If a tarp, cover, canopy, or any other day camping cover is left in the Community dock and/or West Ramp area longer than seven (7) days, on the eighth day, that property owner will receive a notice that they have twenty-four (24) hours to remove the cover. On the ninth day, the property owner will receive a citation for \$50.00.
4. If the canopy is still in place on the 10<sup>th</sup> day, the cover will be removed by the staff and will be stored at the Maintenance Department until recovered. Staff is not responsible for damage to the covers that may result out of the removal.

## VEHICLE & TEMPORARY COVERS BOARD POLICY

Vehicle covers and "temporary covers" consisting of a pole/post plastic/metal structure covered with a vinyl or canvas cover are subject to the following Board Policy which will be followed by the Architectural Review Committee and enforced by OSCA management:

It is understood that The Association is a recreational community and that the visible parking of boats and other recreational vehicles is a natural result. That it is expected in this type of an environment. However, the Board also desires, as does the community, to retain a measure of acceptable decorum so that our community remains aesthetically pleasing. With that in mind the following policy is set.

1. The usage of temporary covers is discouraged.
2. If temporary covers are to be installed, it is preferred that
  - a. They be of a dark earth tone color vs. pure white
  - b. They are anchored to the ground by such means to make them secure but remain portable
  - c. They be placed in a location unobtrusive/barely visible from the street and do not interfere with the enjoyment of the neighbors
  - d. Use shall be for recreational equipment only (no cars/trucks)
3. They must be processed through the Architectural Review Committee before installation
4. If the covers become ripped, tattered, or in general disrepair they shall be repaired or removed promptly.

If any resident complains of a temporary cover as not being in keeping with the general beauty of the neighborhood, the Board will hear the complaint and by a majority vote decide on whether the cover is to be removed. The decision of the Board is final and the owner owning the cover must abide by the decision. This criterion is to be made known to all property owners so that they may fully understand the "risk" involved in installing one of these structures.

5. Items 4 and 5 also apply to covers directly applied to cars, boats, or recreational vehicles.

6. Any existing structures as of the date of adoption of this policy must be submitted through the Architectural Review committee for approval.

The cooperation of all property owners to preserve the tranquility and the beauty of this community is requested. We do not wish to create more "rules" but rather facilitate the desires of all parties involved.



## **FISHING POLICY**

This policy is pertaining to the fishing that takes place on the docks owned by the Association.

1. The Main Marina and West Ramps are closed between 10 pm and 6 am. A Special Use Permit may be issued for night fishing. Contact the Association main office to apply for a permit.

2. Fishing from the fire boat dock is prohibited at all times.

3. Fishing from the Association docks will be allowed as long as it does not interfere with watercraft traffic whatsoever.

a. No watercraft of any kind shall have to detour due to another person fishing from the docks.

4. Fishing is not allowed from the public docks if it poses a hazard to anyone else who is attempting to use the docks.

a. A person fishing from the docks shall not block any portion of the walkway.

5. Any person fishing from the docks may have only one line or pole in the water at any time.

6. Any person fishing from the docks is responsible for removing any and all fishing materials upon departing.

7. No cleaning of fish on the docks at any time.



## POOL RULES AND REGULATIONS

Be courteous and considerate to all swimmers and those enjoying the pool area

Pool open & heated Easter week through October (weather permitting)

1. Summer Pool Hours: 9:00am to 10:00pm daily
  - a. Lap Swimming and Water Exercise 9:00am to 10:00am daily.
  - b. Open swimming all other times.
2. NO LIFEGUARD ON DUTY - USE POOL AT OWN RISK!
3. **ABSOLUTELY NO DIVING!**
4. Children under 14 years old must have an adult present within the fenced pool area.
5. Incontinent persons must wear swim diapers while using the pools.
6. Make sure your area is clean before leaving the pool area.
7. No glass containers allowed in the pool area.
8. No pets allowed in the pool area except for Service Dogs.
9. Please shower before entering the pool.
10. Swimming attire required - No attire with loose or frayed hems.
11. No smoking in the pool area.
12. No Styrofoam or floats (mats, lounge chairs or large tubes) in the pool area other than personal flotation devices or life jackets.
13. Do not remove tables and chairs from the pool area or bring in any tables or chairs.
14. No running, horseplay, ball playing, squirt guns and/or loud music in the pool area.  
**Music must not be offensive or vulgar.**
15. All seating within the pool area is first come first served and may not be reserved.
16. Owners are responsible for the conduct of their family members and guests.
17. Violation of any posted rule or conduct that is a threat to the safety of others will result in a citation and/or immediate removal from the pool area.



## PRIVATE MARINA OWNERS

Members within the Association can lease boat docks/slips within the "Private Marina." The Private Marina is owned by the Association. The terms of the individual private marina leases are set by the Board of Directors. The Board established a Private Marina Committee pursuant to a Resolution which established the Private Marina Committee's Charter and Guidelines. Violations of a private marina lease agreement are subject to disciplinary action under the respective lease or these Rules.

### Private Marina Boat Slips

Private Boat docks/slips must be transferred when a member's property is sold and the owner no longer has any other properties within the Association. Private marina boat dock/slip leases can only be held by a member of the Association.

The Private Marina can accommodate boats that are up to twenty-six feet (26') in length. The Rules regarding use of the Private Marina are the same as the public marina, and violations of such rules are subject to disciplinary action. Excluding 7 day in 3 day out rule.

Parking without authorization of the dock/slip leaseholder is a violation of the Rules and subject to disciplinary action, which may include, without limitation, a fine or removal and relocation.



## STORAGE AND PARKING



It is the intent of the Association's CC&Rs that all property within the community shall be maintained in good order and in a neat, clean and attractive condition. Therefore, the restrictions contained in the CC&Rs, as they pertain to the storage of all vehicles including: motor homes, campers, mobile homes, boats and boat trailers shall be conscientiously enforced.

The following are the parking regulations for the Association;

1. Any storage or parking that constitutes a nuisance is prohibited.
2. No permanent parking (more than 72 hours) of any watercraft, trailers or other vehicles on any street in the Association is allowed.
3. Parking and storage within the street right of ways may be permitted with the written approval of the Architectural Review Committee and the Board on a permit basis not to exceed one year. Such permits will be issued only in hardship cases and can be revoked if a traffic hazard, eyesore, lack of normal off-street parking or reasonable complaints occur.
4. Permits will not be issued if it is deemed reasonable for the owner to park/store their recreational vehicles(s) on their own property.

5. Unattached trailers or any other type of towed vehicle not attached to the towing vehicle will not be allowed to park on any Association street or parking lot.

6. Parking on greenbelt and vacant lots during the off-season (other than between Memorial and Labor Day weekends) is prohibited, EXCEPT if the vacant lot is adjacent to and owned by the same homeowner.

7. Owners can park on non-built lots (not contiguous with a house) provided the weeds have been cut. This privilege is limited to vehicles, boats and/or trailers with current Oak Shores stickers and is limited to the Saturday before Memorial Day through Labor Day. **It is noted that this is not for long term storage.**

8. RV's, watercrafts, or vehicles of any kind may not be **stored** on any streets, vacant lots, or greenbelt within the Association (other than homeowner' s adjacent lots). A storage area, adjacent to the Campground, is provided for those who cannot legally store their RV's and watercrafts on their properties. This storage area is privately owned and operated, and arrangements for storage must be made with the owner (Mr. Tim Bean).

9. Motor homes, trailers and campers parked or stored at a home site shall not be occupied for living or sleeping quarters without a use permit issued by the Association's manager.

10. The Main Marina parking lot adjacent to the lake and Community docks has been designated "OSCA Owners Parking Only" on weekends and holidays between Memorial Day and Labor Day weekends. Owners are responsible for all fines incurred by their guests and renters.

11. No lot shall at any time be used for open air storage of building materials, non-operational vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes, or any other objects, except as provided for in the Architectural Standards.



## VEHICLE TOWING GUIDELINES

The following guidelines apply for illegally parked vehicles that will be towed from within the Association.

1. In order to comply with CA Vehicle Code §§22658 (a) (1) and 22658.2 (1) a sign measuring at least 17 inches by 22 inches will be posted at the gate entrance of the Association.

2. This sign will contain lettering not less than one inch in height and will indicate that vehicles parked illegally on the Association property and other private property, without authorization will be towed.

3. This sign shall also give the telephone number of the San Luis Obispo Sherriff's Department.

4. An inventory of the vehicle on the form provided will be conducted on every vehicle towed. This inventory will be signed by both the impounding Association employee and the tow truck driver. The original will be retained by Supervisory personnel. A copy will be given to the tow truck driver.

5. The Supervisor or his/her designee shall authorize every tow.

6. A vehicle parked on property owned by other than an Association Member may be towed under the following circumstances: The motor vehicle, motorcycle or trailer/vessel must belong to someone other than the property owner of the property that it is parked on. The property owner (not necessarily the vehicle owner) must be notified and must give their permission to allow the Association to tow the vehicle from their property. The vehicle can then be towed.

The following procedure will be followed in towing vehicles from within the community roadways, common areas and private owned properties:

1. In every case where a vehicle is towed, the steps taken to locate an owner will be documented on the standardized inventory report. Photos will be taken of the exterior of the vehicles from all four sides.
2. The tow company will be responsible for notification to the proper law enforcement agency.



## **GASOLINE STORAGE**

Any storage of flammable and combustible liquids (those with flash points below 140 degrees F) is subject to the following standards:

1. Permit requirements: No land use permit is required for the storage of flammable or combustible liquids, unless the quantity stored exceeds the limitations specified in Item 3 of this section, Development Plan approval is required.
2. Limitation on Use: The storage of flammable or combustible liquids for sale is allowed only in the Recreation, Commercial or Industrial categories, unless authorized by Development Plan approval.
3. Limitations on Quantity: The quantity of flammable or combustible liquids stored on a site is limited as follows:
  - a. Residential Areas: Five gallons, unless authorized through Development Plan approval. Excluded from this requirement is the storage of flammable liquids in the fuel tanks of self-propelled vehicles, mobile power or heat generators, and the storage or use of paints, oils, varnishes or similar flammable or combustible mixtures when such liquids are stored for maintenance, painting or similar purposes.

4. Setbacks: Above ground storage facilities for flammable or combustible liquids are to be set back a minimum of 50 feet from any property line or residential use.
5. Additional standards:
  - a. All storage of bulk flammable liquids within an urban or village reserve line is to be underground except as specified by subsection 3(a) of this section.
  - b. All above ground storage of flammable and combustible liquids is to be within types of containers approved by the County Fire Chief.



## MOTORIZED VEHICLE REGULATIONS

All motorbikes, motorcycles, all-terrain vehicles, and power-operated scooters, motorized skateboards and Go-Carts must conform to the following codes;

1. Helmets – Anyone under the age of 18 must wear a safety helmet when passenger or driver of a motorized ATV, motor driven cycle, skateboard, scooter, or motorcycle. Helmet's are strongly recommended, but not required for anyone over the age of 18.
2. Motorized skateboards shall not be allowed on the community streets and common properties.
3. Motorized scooters that are street legal may be driven by licensed drivers on the streets within the community.
4. Violations carry a \$200 fine. Subsequent violations within a 12-month period will double the previous fine.
5. Must be operated by a licensed driver. Violations carry a \$200 fine. Subsequent violations within a 12-month period will double the previous fine.
6. Must have mufflers. Every vehicle shall have a muffler that prevents any excess or unusual noise. They shall not be equipped with a cutout, bypass, or similar device. The exhaust system shall not be modified to increase the noise above that emitted by the suppression equipment originally installed, or be operated in a manner resulting in the escape of excessive smoke, gas, and oil or fuel residue.
7. Must have spark arresters.
8. Must be kept on paved roads and designated pathways (All motorbikes, motorcycles, all-terrain vehicles, and power-operated scooters that are taken off the road for any reason will fall under Reckless Driving. Reckless Driving consists of driving a vehicle in a precarious manner without paying attention to prevailing circumstances and regulations, and disregarding the possible consequences of such driving; also, driving without full presence of mind. As defined by the **California Motor Vehicle Code: 23103.** (a) A person who drives a vehicle upon a highway in willful or wanton disregard for the safety of persons or



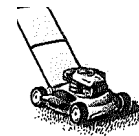
property is guilty of reckless driving. (b) A person who drives a vehicle in an off-street parking facility, as defined in subdivision (c) of Section 12500, in willful or wanton disregard for the safety of persons or property is guilty of reckless driving.

9. No riding between 10 pm and 8 am.

10. Must obey posted speed limits.

11. Off-Roading will not be permitted at any time.

\*Failure to obey the rules and regulations may result in the suspension of your privileges. Members are responsible for compliance by their guests and renters. Violators are subject to a \$100.00 fine.



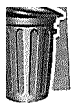
## WEED ABATEMENT

1. Private lots are to be cleared of all weeds, flammable brush, and debris by June 10th each year. This is in accordance with State/County requirements and the Association's CC&Rs.

2. After reasonable efforts have been made to notify owners of the above requirement, the Association Manager is authorized to proceed with cutting of all private lots by the most convenient means available including use of maintenance personnel.

3. Affected owners will be billed accordingly.

+ - The use of store-bought pesticides/herbicides is allowable around homes, driveways, edgings, and in small areas and quantities. Use of pesticides/herbicides to clear your entire lot is prohibited.



## TRASH DISPOSAL

1. Property owners and their contractors are responsible for the prompt removal of trash and debris associated with construction, yard maintenance and weed abatement.

2. During construction, trash containers must be provided on the construction site (for non-construction trash such as paper and beverage cans and so forth). Dumping of building materials and other trash/debris is not permitted to be dumped in or near the campground, in any is billed through the Association office. Association containers (including the Association owned trash containers located in the Maintenance yard), or in any greenbelt or open space areas within the

Association.

3. Campground dumpsters and trash containers are strictly for the use of campers while occupying a campsite.

4. Property owners with homes are required to pay for trash collection services. This service is billed through the Association office.



## **BURNING**



### **SLO COUNTY AIR POLLUTION CONTROL BOARD BANNED BACKYARD BURNING IN MAY 2001. NO BURNING ALLOWED!!!**

Burning may be done only if you obtain a written burn permit. The following rules apply at that time:

1. All current Air Pollution Control District (APCD) burn day regulations must be observed,
2. The Association's management office must be contacted to inspect the burn site and safety precautions must be met including; water availability at site and adult supervision of burning at all times.
3. No fires are allowed on common areas except in designated community BBQ pits.
4. Fires are allowed in standard home BBQ or warming pits on owner's premises.
5. Manager may prohibit burning if not satisfied with burning precautions taken.
6. Open fires are not allowed on private lots and open fires are not allowed at the West Ramp or Main Marinas at any time.
7. Any damage caused by an escape of said fire will result in additional fines and/or restitution, by the Association and/or Cal Fire.
8. The Association will fine anyone burning any type of refuse \$1,000.00 plus the cost to extinguish the fire.

### **FIRE PITS AND WARMING FIRES**

1. Due to the extreme fire hazards in and around the community, all fire pits and warming fires must have a spark screen covering the fire completely.
2. Burning of any construction materials in fire pits/warming fires is prohibited. Owners are responsible to ensure that the fire is attended at all times and that the fire is completely out and safe when left unattended.



## **FIREWORKS**

Igniting fireworks of any type is not allowed anywhere in the association. A fine of \$1000.00 may be issued to anyone violating this rule



## **FIREARMS**

1. Firearms of any kind may not be discharged anywhere within the community including air soft guns and bb guns.
2. Shooting of any animals is illegal.



## **DOG LEASH REGULATIONS**

The Association abides by the San Luis Obispo County Leash Law.

It is unlawful for any person to suffer or permit any dog owned, harbored, or controlled by him to be in any public street, alley, lane, park or place of whatever nature open to and used by the public in the unincorporated area of the county unless such dog is securely leashed and the leash is held continuously in the hand of a responsible person capable of controlling such dog, or unless the dog is securely confined in a vehicle, or unless the dog is at "heel" beside a competent person and obedient to that person's command

Any dog found trespassing on any private property in San Luis Obispo County may be taken up by the owner or possessor of the property and delivered to the pound master or detained on the property until picked up the pound master.

1. First offense: Written warning may be issued depending on the circumstances to the owner indicating there will be \$100.00 fine if another violation occurs anytime thereafter within a six (6) month period for the same dog. A warning may be voided for first offense and a citation may be issued if it is deemed necessary by the officer to quell the situation.

2. Second offense: Written citation with a ~~\$50.00~~ **\$200.00** fine imposed. Citation to indicate that if a third offense occurs anytime thereafter within a six (6) month period for the same dog, a fine of ~~\$100.00~~ **\$400.00** will be imposed.

3. Third offense: Written citation with a ~~\$100.00~~ **\$400.00** fine imposed. Citation to indicate that if there are any further violations by the same dog anytime thereafter, the matter will be turned over to the County Department of Animal Regulation.

The owner of any animal, including birds, that creates a nuisance or disturbs the neighborhood by barking, screeching, or acting aggressive shall be subject to the same fine schedule as leash violations. All fines are per dog violation.



## **WORKERS AND CONTRACTORS**

### **Including Property Management Companies and/or Rental Companies**

Workers (defined to include employees, independent contractors, companies, vendors, and individuals) who perform labor or services for the Association or any members or residents are considered invitees only and, as such, are not entitled to guest privileges, including the issuance of a gate card and use of the community pool, docks and launching ramps during the hours of said employment or the rendering of services.



Workers are not allowed to bring pets (which excludes service animals) or watercrafts into the Association during periods of employment or while performing their services.

### **Workers and Contractors Construction Hours:**

Construction activity hours in Oak Shores are restricted as follows:

Monday through Friday 7 am to 6 pm and Saturdays and Sundays 8 am to 5 pm.

Violation of this policy will incur the following:

1<sup>st</sup> offense - written warning

2<sup>nd</sup> offense - \$ 750.00 fine

3<sup>rd</sup> offense - \$1750.00 fine

Each additional offense occurring during a 12-month period \$100 will be added to maximum fine.



## **CONSTRUCTION MATERIAL REQUIREMENTS**

1. Construction or excavation materials shall not be placed or stored on any Association roads or streets without prior permission from the Manager. Such permission will not be given if an on-site area is available for storage.
2. If permission is granted for street storage of material, it shall not exceed 30 days, nor shall such material extend into the street more than eight (8) feet from the curb or pavement edge. The Manager will indicate where and how such material can be stored.
3. Material stored in violation or without permission shall be removed by Association employees and the cost related to such removal shall be deducted from the construction compliance fee deposit (bond or certificate of deposit).
4. Construction site portable toilets shall not be placed on streets.

### **Insurance Requirements for Contractors**

#### **Including Property Management Companies and/or Rental Companies**

The Association requires that all companies, vendors, contractors, property management and rental companies that provide services or labor in the Association must provide proof of workers' compensation and liability insurance prior to providing such services or labor. An Insurance certificate naming the Association and the Manager, as additional insureds, is also required. If an owner is "owner/builder" who is not using the service of a third-party general contractor, the Association requires a copy of the homeowner's general liability insurance that lists the Association and the Manager as additional insureds for the duration of construction. See ARC guidelines for details. The Association reserves the right to preclude entry and/or issue an immediate stop work order for any company, vendor, contractor, property manager, or rental company that fails to provide the required insurance policies and certifications. Notwithstanding the foregoing, the following types of service providers shall not be subject to these insurance requirements: individual housekeeper, landscaper, pool, and maintenance person that performs services for a resident within their home or lot.

### **Concrete (Wet Cement) Trucks - See ARC Guidelines**

## **DELINQUENT ASSESSMENT POLICY**

1. Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors.

Therefore, pursuant to the CC&Rs and Civil Code, the following are the Association's assessment practices and policies:

2. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.

3. All regular assessment payments are due 50% on January 1st and 50% on July 1st of the current billing year. A courtesy billing statement is sent to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.

4. The Association offers Quarterly, Bi-monthly and Monthly payment plans to owners that are in good standing. Payments are always due on the 1<sup>st</sup> of the applicable month. Owners who wish to pay on one of these payment plans must sign a *Payment Agreement* and submit it to the office.

5. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.

6. The Association will accept partial payments only to the extent required by law. Unless a payment for a delinquent account includes the full amounts owed by the owner, including all fees, interest, charges, and costs showing on the account, the Association will not accept a payment that includes a statement to the effect that the Association's receipt and cashing of the payment reflects the debt is satisfied. Such payments will be returned to the owner so they can re-issue without the condition.

7. Assessments not received within fifteen (15) days of the stated due date (January 15th and July 15th) are delinquent and shall be subject to a late charge often percent (10%) or Ten Dollars (\$10.00), whichever is greater, which may not be imposed more than once on any delinquent payment. A first notice of past due assessment ("late letter") will be prepared and mailed once an assessment becomes delinquent.

8. An interest charge at the rate of twelve percent (12%) per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due (February 1st and August 1st) and shall continue to be assessed each month until the account is brought current.

9. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.

10. If an assessment is not received within sixty (60) days of the stated due date (March 1st and September 1st) the Association will send a "final warning letter" to the owner of record informing the owner that he or she is in violation of the CC&Rs. The letter shall advise the recipient of the assessment balance due and that his or her property account may be turned over to an outside collection agency and is subject to a lien. Additionally, the Association will enclose a copy of the current Delinquent Assessment Policy.

11. If an assessment is not received within ninety (90) days after the assessment becomes due (April 1st and October 1st), the Association or its designee, in the event the account is turned over to a collection agent, will send a pre-lien letter to the owner as required by the Civil Code by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien letter. Notwithstanding the provisions of this Paragraph, the Association may (i) send a pre-lien letter to a delinquent owner at any time when there is an open escrow involving the Owner's lot, and/or (ii) issue a pre-lien letter immediately if any Special Assessment becomes delinquent.

12. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board shall decide, by majority vote in an open meeting, whether to authorize the Association's legal counsel or collection company to record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the owner's property. If the Association authorizes the Association's legal counsel or collection company to record a lien against the owner's property, the owner will be charged for the fees and costs of preparing and recording the lien. The lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure

13. Once the matter has been transferred to the Association's legal counsel or collection company, the Association's legal counsel or collection company may be authorized to enforce the lien thirty (30) days after the recordation of the lien and may be authorized to foreclose the lien by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than twelve (12) months. You could lose ownership of your property if a foreclosure action is completed. You could be responsible for additional fees and costs if a foreclosure action is commenced against your property.

14. The decision to foreclose on a lien must be made by a majority of Board in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property or the owner's account number. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").

15. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.

16. In the event that it is determined that the owner has paid the assessments on time, the

owner will not be liable to pay the charges, interests, and costs of collection associated with collection of those assessments.

17. An owner has the right to dispute the assessment debt. The owner can pay the disputed debt under protest and file a small claims action as allowed in the Civil Code. The owner can also submit a written request outlining the basis of the dispute for the Board's consideration.

18. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to the Civil Code before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

19. An owner who is unable to pay assessments is entitled to make a written request for a payment plan to the Association's Board. An owner may also request to meet with the Board in executive session to discuss a payment plan. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans will not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the plan was approved.

20. Nothing limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.

21. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including any attorneys' fees, must be paid in full to the Association.

22. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.

23. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for the first check tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35.00) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1500.00) pursuant to Civil Code Section 1719.

24. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

25. This policy and all charges listed herein are subject to change upon thirty (30) days'



prior written notice.

26. Until the owner has paid all amounts due including; delinquent assessments, fees, fines, late charges, interest and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with a duly noticed hearing pursuant to the Civil Code. However, any suspension imposed shall not prevent the delinquent owner from the use, benefit, and pleasure of the owner's lot.

### **COMMON AREA (OPEN SPACE) USAGE**

The Board of Directors may grant use of common are to members for softball, volleyball, croquet, picnicking, or any other related use.

The following criteria will be required before permission is granted:

1. A request must be submitted to the Board, in writing, by a member. It is preferred that the requesting member own adjacent property to the area to be used. The request must include the name and address of the requesting party along with description of area to be used, stating purpose and duration.

2. Approval in writing of all homeowners within 500-foot radius of area to be used.

3. Area must have adequate parking if needed, leaving traffic lanes clear for traffic and emergency vehicles.

4. Area to be returned to original or better condition within 2 weeks after expiration of use permit. Area to be maintained during use so as not to be hazardous, detrimental or unclean.

5. Use is restricted to the hours of 8 am through 10 pm or less as determined by the Board and adjacent homeowners.

6. Whereas, the common areas are for the use by all members, temporary use of the designated are by a member for specific use does not exclude other members from using the area.

7. A refundable deposit of \$100.00 shall be made to the Association and held until satisfactory compliance with a final inspection and released via the Board.

8. Owner shall be held responsible for any damage to common areas, open spaces and roadways caused by a contracted service or any entity authorized by or in behalf of and Owner.

9. Following notification of the damage and, if the Owner does not expeditiously correct the problem, the Association will repair the damage and the Owner shall reimburse the Association for actual costs, within 30 days of the completion of repairs.



## OPEN SPACE TREES



In recognition of the importance of protecting our open space resources for the benefit of everyone in the community, it is the Board's policy that:

1. Trees situated on a common area or other open space property (defined as any non-homeowner deeded property) shall not be trimmed or cut by any property owner.
2. Trees on open space property may be trimmed and/or removed by the Association if:
  - a) A danger or hazard exists to property or people
  - b) To mitigate a fire hazard
  - c) To remove diseased or dead trees
  - d) Tree trimming is to be done under the auspices of an arborist
3. Any trees requested to be trimmed for the sole benefit of a private property owners "view" will only be considered after an arborist hired by the Association (and paid for by the property owner) provides a written recommendation. The Board will then review and approve the recommendation by a (majority vote). The property owner will then pay for 100% of the cost associated with the trimming; an arborist and a member of the Association's staff shall be present during the actual trimming process.
4. Nothing in this policy statement is intended to preclude the provisions of CC&Rs, "Building and Planting Restrictions", "Height of Fences, Walls and Plantings" which provides that any trees or shrubs planted or placed on a lot may not substantially obstruct or diminish the view from any other lot.
5. Any departure from this policy can be authorized only by a majority vote of the Board after discussion in open general meeting.
6. Failure to comply with this policy is subject to a fine up to \$5000.00 at the discretion of the Board.

## CLUBHOUSE RESERVATIONS

The Clubhouse is to be closed and opened during the Association's regular business hours to prevent vandalism. Owners who reserve the clubhouse and pay the \$200 usage fee for a private party may allow music to play (live band or DJ) until 11 pm and they may use the grounds until 12 midnight at which time the quiet time will be enforced by Code Enforcement. The Manager shall have discretion regarding whether the party will be required to have private security guards.

## NEWSLETTER

1. Oak Leaves Newsletter established as official publication of the Association.
2. The Oak Leaves Newsletter is published Quarterly
3. No ads are allowed for solicitation of proxies in the Oak Leaves; however, the Oak Leaves Newsletter does accept business card size advertising for companies wanting to advertise their business



## ABSENTEE MEMBER GUEST REGULATIONS

Members who wish to allow their friends to use their home as a guest while the member(s) are not present at the property shall be subject to the following rules:

1. The owner's residence shall not contain more than eight (8) occupants during any time when the owner is not present and shall be limited to two (2) vehicles and one (1) watercraft trailer. Such watercraft shall be admitted to Association only upon payment of the guest watercraft launching fee in effect at the time. (Occupant is defined as anyone age 13 and up).

2. If more than two (2) vehicles enter the community, to go to an absentee owner's home, those vehicles must park in a designated overflow parking area.

3. The owner is required to send in a list of the guests coming to their home in their absence no later than 24-hours prior to the guests' arrival. The list can be faxed, emailed or sent by regular mail to the main gate or main office. This list must be signed by the member. This will allow for a more pleasant experience for your guests upon arrival.

4. Access to the Association will be denied to any person(s) whose names do not appear on the member's guest list. A guest will not be allowed to enter names to the guest list or invite guests to the member's home.

5. Members are defined as those people whose names appear on the title of the property. The CC&Rs only allow members to call in guests at any time. Members shall designate in writing immediate family members which are defined as their children, grandchildren, parents and grandparents to use their home in the owner's absence and can bring in a guest as defined in #3.

6. Immediate family members who call in guests are subject to the same regulations as to the number of vehicles at the home as defined in #2 & #3. The only variation to this rule is that if more than two (2) vehicles are coming to the house they must EITHER fit in the driveway of the property or in overflow parking as assigned by the management. It is important that only two (2) vehicles for that property will be allowed anywhere on the street.

7. Members who are in violation will receive a warning the first time, and the second time will be fined \$300. Each additional violation in a 12-month period will double.

8. Management has the ability to grant exceptions to the above rules on a case-by-case basis with the use of a Special Use Permit.