

**OAK SHORES COMMUNITY ASSOCIATION, INC.  
COMMUNITY GUIDELINES**

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# FINE SCHEDULE

Updated May 2012

See page three (3) of the fine schedule for defining notes and an explanation of what could happen if fines are not paid.

1. Illegal parking; Illegal parking is defined as any action that violates a posted traffic rule, law, or parking sign (See note # 2).
    - In an “owners only” parking lot **\$100.00**
    - On OSCA streets **\$100.00**
    - On OSCA greenbelts **\$100.00**
    - In no parking red zones **\$200.00**
  
  2. Failure to stop at stop sign **\$100.00**
  3. Excessive speed (10 mph or more above posted speed) **\$ 50.00**
  4. Reckless driving (see note 1 for definition) **\$300.00**  
**This would also include entering or exiting the community in the wrong lane at the Gate House.** The fine for reckless or negligent driving is \$300 for the first offense, \$600 for the second offense, and \$1200 for each additional negligent driving offense. If property damage or bodily injury occurs as a result of the negligent and/or reckless driving, then the above fines will be doubled for each occurrence, plus restitution if necessary. Within a 12 month period. (Board Minutes 3-17-01).
  5. Driving on greenbelt area **\$100.00**
  6. Unlicensed driver **\$100.00**
  7. Tailgating, or following another vehicle through the gate to obtain unauthorized entry to community. **\$ 50.00**
  8. Entering the community without proper identification; **\$ 50.00**  
 Proper identification is defined as having a current Oak Shores Sticker affixed to the windshield (per OSCA standard practice), a guest pass, renter pass or vendor mirror tag visible at all times in the community.
  9. Littering and/or unauthorized dumping **\$500.00**  
 Note: Including all common areas & dumpsters
  10. Violation of any campground regulation **\$ 50.00**
  11. Violation of any marina regulation **\$ 50.00**
  12. Failure to obtain a mussel inspection before launching **\$500.00**
  13. Violation of swimming pool rules **\$ 50.00**
  14. Excessive noise, including barking dog **1<sup>st</sup> Offense - WARNING**  
**2<sup>nd</sup> Offense - \$100.00**
- Note: If within a 24 hour period the excessive noise violation continues the fine doubles.
15. Foul language, threatening language, excessive arguing **1<sup>st</sup> \$100**  
 or gestures towards staff, OSCA vendors, or private security **2<sup>nd</sup> \$200**  
 (Fines double when occur within 12 month period) **3<sup>rd</sup> \$300**

- |  |  |
|--|--|
| 16. Under aged drinking of alcohol in common areas   | <b>\$100.00</b>  |
| 17. CC&R violation (not listed in fine schedule)   | <b>\$ 50.00</b>  |
| 18. Illegal sign violation (see ARC guidelines)  | <b>\$ 50.00</b>  |
| 19. San Luis Obispo County animal control violations   | <b>\$ 50.00</b>  |
| 20. Lot/General clean-up violation -<br>Article 3 Membership Obligations   | <b>1st offense - WARNING</b><br><b>2<sup>nd</sup> offense - \$ 50.00</b>   |
| 21. Use of firearms in OSCA is prohibited<br>as well as Pellet and BB guns   | <b>\$100.00-\$1,000</b>  |
| 22. Illegal tenant   | <b>\$300.00</b>  |
| 23. Violation of the Rental Regulations or Absentee Member Policy  | <b>\$300.00</b>  |
| Note: Homeowners, who are in violation of not filing a Conditional Use Permit -1 <sup>st</sup> violation - Warning, 2 <sup>nd</sup> violation is \$300.00, and each subsequent offense, the fine will be doubled, within a 12 month period. (Effective 01/01/98) |  |
| 24. Illegal removal of trees as per CC&Rs (Art VIII, sect 3)   | <b>per tree/\$500.00</b>   |
| 25. Unauthorized removal or trimming of open space tree  | <b>max/\$5,000.00</b>  |
| 26. Violation of construction curfews<br>(Each additional offense, \$100.00 will be added to fine)   | <b>1<sup>st</sup> offense – WARNING</b><br><b>2<sup>nd</sup> offense - \$ 750.00</b><br><b>3<sup>rd</sup> offense - \$1,750.00</b> |
| Note: 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.</i>   |  |
| 27. Weed Abatement: Uncut lot after the June 10 <sup>th</sup> deadline   | <b>\$200.00</b>  |
| Note: Owner will also be charged for the cutting the lot by OSCA in addition to being fined.   |  |
| 28. Damage to community property; graffiti/vandalism<br>(The Board determines the severity of the vandalism fine in addition to restitution for damages).  | <b>\$100 - \$1,000.00</b>  |
| 29. Fires & Fireworks: No burning, or use of fireworks is allowed  | <b>\$1,000.00</b>  |
| 30. Tampering with or removal of OSCA barriers or property<br>in order to gain access into Oak Shores 2  | <b>\$500-1000.00</b>   |

## **Defining Notes:**

### General Rules Violations:

1. Article 6 General Restrictions in the CC&Rs in Section 6.25 Violation of Law: Violation of any federal, state, municipal or local law, ordinance or regulation by members, or family, tenants, guest, or invitees which affect the health, safety and or property rights of another members, shall be deemed a nuisance and a violation of the OSCA CC&Rs and may be abated as provided for in these CC&R's or by law.
2. Suspension of common area privileges: The Board may suspend the common area privileges of members and their family, lot residents, and guests for failure by any of the above to comply with the Association's governing documents, including delinquency of more than 30 days in payment of any assessments, fees or fines. Any such suspension shall be for a period of time not to exceed thirty (30) days for any continuing violation. For continuing violations, the suspension may be imposed for as infraction. Regular and special assessments shall continue to accrue and shall be due and payable notwithstanding the suspension of membership rights and privileges. Article 9 Section 9.1 (b)
3. Board powers: The Board of Directors is the final authority on all fines and loss of privileges. The Board can set excuse or reduce fines or the term of lost privileges.

4. Fines for Association infractions repeated within a one (1) year period shall be doubled. Third or more infractions for the same offense will be reviewed by the Board of Directors for additional Fines and/or actions. (effective 2/21/98)

## **THE CITATION APPEAL PROCESS**

If a *Notice to Appear* “citation” has been issued to a member for any violation of the Association guidelines, the owner is given the opportunity to appeal the citation in person and/or in writing at a hearing before the Board of Directors.

According to Article 13.1 of the Associations Bylaws, The Board shall set a hearing date and notify the member in writing at least ten (10) days in advance either personally or by prepaid first-class or registered mail to the most recent address of the member as shown on the Association’s records. The notice shall set forth the date and nature of the violation, the proposed penalty, and the member’s right to present evidence in his or her defense, either in writing or in person at the hearing. The hearing shall be held in executive session unless the member requests otherwise. Within 15 days after the Board makes a decision on imposition of any penalty or fine, notice of the decision shall be given to the member who shall specify the violation and the penalty imposed. Complies with Civil Code 1363 (h)



## ENTRANCE IDENTIFICATION POLICY

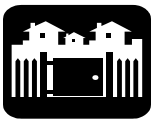
The following policy has been adopted to prevent and control unauthorized entry into Oak Shores. See Article 8 Section 8.8 Insurance and Stickers.

Any vehicle not displaying a current Oak Shores Community Association “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.

(Adopted by the Board of Directors June 28, 2007)



## SECURITY GATE REGULATIONS AND INSTRUCTIONS

1. Members are allowed to phone in guest names; if they provide their lot and tract number to the gate staff. People not listed on an owner’s permanent guest list will not be allowed to enter Oak Shores unless authorized by the identified owner of the property.
2. Persons identified on any members *Immediate Family List* form will be allowed entry to Oak Shores even if the member is not in Oak Shores. OSCA assumes no responsibility for allowing entrance to guests identified on an *Immediate Family List*.
3. “Admit all guests” lists are not allowed. (effective 01-01-98).
4. Contractors are not allowed to:
  - a. Use gate cards to enter the Community
  - b. Bring dogs into Oak Shores
  - c. Start work before 7 am on weekdays and 8am on weekends
  - d. Bring watercraft’s into the community
5. Concrete trucks carrying loads in excess of seven (7) yards shall not be permitted into Oak Shores.
6. Realtors are allowed to meet prospective clients at the gate to show property within Oak Shores.
7. Realtors must show a current State of California Department of Real Estate I.D. card and their current driver’s license to gate attendant to be granted entry to Oak Shores. The identification number on the I.D. card must match their driver’s license. (9-20-03)
8. The gate house is to be used for authorized business only (no loitering.)
9. 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*. Board policy-meeting 05-24-03.

## QUIET HOURS/EXCESSIVE NOISE

The Associations quiet time is between 10 pm and 7 am. Person(s) making excessive noise between those hours will receive a warning citation first. If the noise continues, they will receive a \$100 citation. If within a 24 hour period the noise continues, the fine will double.

## ENTRY GATECARD PROCEDURE

1. Each lot receives (two) 2 free entry gate cards. Additional cards are \$12 each and four (4) cards is the maximum allowed per lot.
2. A request for a 5<sup>th</sup> gate card requires Board of Directors approval.



## GUEST WATERCRAFT FEE PROCEDURE



1. The OSCA 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.(effective 01-01-01).
2. **All watercrafts must undergo a mussel inspection before launching**
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 Oak Shores, the guests must return the original copy of the permit to the gate staff or depositing 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 Oak Shores beyond the expiration date shown on the permit.
8. Property owners will be charged for their guests who fail to return 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 Oak Shores for each lot at any one time. (effective 01-01-98) 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 are allowed to 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 there 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 shall apply for a *Conditional Use Permit* from the Association Office. The Association may revoke the *Conditional Use Permit* for cause. Members shall pay an **annual rental fee of \$325.00** (effective 01-01-06, approved in 2006 budget) for each rental/lot unit, which may be rented for any part of a calendar year with a minimum rental period of 7 days (one week adopted 06-11-93) Note: Homeowners who are in violation of not filling a *Conditional Use Permit*, 1<sup>st</sup> violation is a warning, 2<sup>nd</sup> violation is a \$300.00 fine, and each subsequent will be doubled. (effective 01-01-98).
2. A rental unit shall not contain more than eight (8) occupants, ages 13 and up, during any rental period and shall be limited to two (2) cars and one (1) watercraft trailer. Such watercraft shall be admitted to Oak Shores only upon payment of the guest watercraft-launching fee in effect at the time and must be inspected for mussels before being allowed to enter the community. (effective 01-01-98)
3. Access to Oak Shores 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.
4. The owner of a rented dwelling shall relinquish their privileges to the use of all amenities within Oak Shores unless they own additional property in Oak Shores that is not being rented.
5. 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.
6. Members shall not be permitted to use their dwellings for rental purposes if they are delinquent in their dues, assessments, 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 Oak Shores amenities.
7. No dwelling within Oak Shores shall be rented until it has been completed, and signed off by the San Luis Obispo County Building Inspector and the OSCA Architectural Review Committee.
8. Use of the campground not to be considered an amenity for short-term renters (less than thirty (30) days).
9. 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).
10. The Association may compel compliance with this policy through an action for injunctive relief under the CC&R's and Civil Code 1354, and the owner may be subjected to this action and held responsible for attorneys fees and costs incurred by the Association.
11. 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*. (Last revised 03-01-03).
12. An owner that wants to rent his home must use a professional property manager to manage the property. The property manager must be available on a 24/7 basis to answer questions and insure that the property is in good condition. (Effective 1-2012)
13. An owner that rents their home must provide the Association with a copy of their business license and Transit Occupancy Tax Certificate when they turn in their *Conditional Use Permit (CUP)*. The Association abides by the rules of the county in regards to rental properties. (Effective 1-2012)
14. 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. (Effective 1-2012).



## CAMPGROUND REGULATIONS



Campground facilities are provided as an accommodation to Oak Shores' 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 Oak Shores gate house at 805-472-2230, to make reservations.
- 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 the OSCA 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 Oak Shores 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.

### 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 gravel area of campsite.**

### 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.





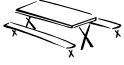
4. **Quiet Hours**

Loud noise, radios, generators, etc. are not permitted between 10 pm 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 from their original campsite.



7. **Vegetation**

Trees shall not be cut down or trimmed for firewood or any other reasons.



8. **Dogs**

Dogs must be on a leash at all times and are not to be left unattended.



9. **Firearms**

Firearms of any kind may not be discharged anywhere within Oak Shores.

10. **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. Oak Shores Community Association assumes neither liability nor responsibility for such removal.

11. **Guests & Fees**

- a. Guests are defined as anyone other than property owners, their children and spouses and grandchildren and property owners' parents and grandparents. Parents must accompany children under 18.
- b. Property owners in good standing and their children, grandchildren, parents & grandparents (over 21 years of age) may use the campground without charge. (Effective 01-01-98).
- c. Property owners must be present in the community during the time their guests use the campground. (Effective 01-01-01)
- d. Guests are required to pay \$25.00 per vehicle per day for campsite use. The weekly rate shall be \$125.00 per vehicle (Effective 01-01-01)
- e. Electrical use sites will incur \$5.00 per day surcharge, for guests and owners alike.



## 12. **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 period of their home. Personal occupancy of the site for at least three (3) days during the consecutive 14 day occupancy periods is required. (Adopted as a Revision 03-19-88)
- 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 owners account. Adopted 01-17-84 and Revised 01-01-01
- 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 Oak Shores Community Association marina facilities depend on cooperation and compliance with the following regulations. Members should assist in their enforcement.

1. The Main Marina and West Ramps are closed between 10pm and 6am. A Special Use Permit may be issued for night fishing. Contact the OSCA office to apply for this permit.
2. Speed limit in the OSCA 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 towables and water toys with people aboard 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. Boats 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.
9. If an owner leaves Oak Shores for seven (7) days or more, the boat must be removed from the slip.
10. Slips in Oak Shores may not be reserved or roped off.
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 owners 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 be kept on a leash at all times and are not to be tied to docks or ramps.
17. Property owners are required to display **current annual owners decals** on their watercraft's 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 OSCA marina or on OSCA 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. (06-17-00) Adopted 02-10-85, Revised 09-19-00
20. Music from boats must not be offensively loud or vulgar.



## **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.

Adopted at the April 18, 2009 Board of Directors meeting.

### **Temporary Cover- 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 Oak Shores 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.
5. If any resident neighbor 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 or not the cover is to be removed. The decision of the Board is final and the homeowner 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.
6. Items 4 and 5 also apply to covers directly applied to cars, boats, or recreational vehicles.
7. 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.  
(Adopted 05-20-06)

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 OSCA office to apply for this permit.
2. No fishing from the fire boat dock at any time.
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 will not be allowed from the public docks if it poses a hazard to anyone else that is attempting to use the docks.
  - a. A person fishing from the docks will not be allowed to block any portion of the walkway.
5. Any person fishing from the docks may have only one line, one pole in the water at any time.
6. Any person fishing from the docks must be responsible for removing any and all fishing materials upon departing.
7. No cleaning of fish on the docks at anytime.



## POOL RULES AND REGULATIONS

Please Be Courteous and Considerate to All Swimmers and Those Enjoying the Pool Area  
Pool open & heated Easter week through October (weather permitting; and is not heated in October).

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 of Age Must Have Adult Supervision within the Fenced Pool Area. The Adult Must Be At Least 18 Years Of Age.
5. Children Under The Age Of 3 Must Wear Swim Diapers In Both 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 Gated Pool Area is First Come First Serve and May Not be Reserved.
16. Parents And/or Owners Will Be Held Responsible For The Conduct, Behavior And Control Of Their Children And/or Guests And Will Be Held Responsible For Rule Violations.
17. Violation Of Any Posted Rule Or Conduct Of Any Person That Is A Detriment To The Safety And Well Being Of Others Will Result In A Citation And / Or Removal From The Pool Area.



## **PRIVATE MARINA OWNERS**

Private Marina owners are to form a committee and assign a chair person to handle their business affairs.

A legal agreement has existed since 1976 between Oak Shores Community Association and purchasers of private boat docks, and the terms and conditions contained in this agreement are explicit and made in good faith by both parties. Therefore, be it resolved that the Board of Directors acknowledge the original sales contract (Agreement) legally made by a previous Board.

As a group, the owners of the “Private Marina” docks/slips comprises a separate entity from Oak Shores Community Association and is solely responsible and liable for the actions and conditions related to these privately owned facilities.

The Private Marina entity is responsible for receipt, handling, and disbursement of its own funds. Consequently, it has its own checking account, with signature authorization solely by designated members of its own group.

Oak Shores Community Association will continue to perform contractual services for privately owned docks/slips, such as maintenance, administrative, clerical, etc., upon request by an authorized member of the Private Marina. The entity will be billed monthly by Oak Shores Community Association for such services performed, at the actual cost incurred for labor, taxes and materials, plus an additional 10% to cover the related overhead expenses, such as equipment/vehicle usage, utilities, and miscellaneous costs incurred by the Association. No profit shall be realized by Oak Shores Community Association resulting from these services. (Adopted 2-10-85)

The Private Marina entity may establish its own rules and regulations pertaining to use of its privately owned docks and slips, provided such rules and regulations do not conflict with Oak Shores Community Association CC&Rs, Association Bylaws, and regulations, including the taking of any action against its members who are delinquent in their payments to the Private Marina entity.

### **Private Marina Boat Slips**

Private Boat slips must be sold when member’s property is sold. The slip must be sold to an Oak Shores Community Association member.



## STORAGE AND PARKING



It is the clear intent to the Oak Shores Community Association Declaration of Covenants, Conditions and Restrictions (CC&Rs) that all property within Oak Shores 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 Oak Shores 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 of Directors 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 are allowed to 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 Oak Shores (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 management.
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

Adopted, September 23, 2006

The following guidelines apply for illegally parked vehicles that will be towed from Oak Shores Community Association.

1. In order to comply with CA Vehicle Code Section 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 Oak Shores Community 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 Oak Shores 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 Oak Shores 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 Oak Shores Community Association property 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:
    1. 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 SKATEBOARD REGULATION**

Motorized skateboards are excessively noisy, frequently driven by under aged drivers, and present an unnecessary, potential liability to the community and since motorized skateboards are not clearly or specifically addressed in the current Oak Shores Motor bike regulation; (Adopted August 1, 2002)

The following rules shall apply to motorized skateboards;

1. Motorized skateboards shall not be allowed on the community streets and common properties.
2. Motorized scooters that are street legal may be driven by licensed drivers on the streets of Oak Shores.
3. Violators will be given an initial warning and the second violation carries a \$25.00 fine. Subsequent violations within a 12 month period will double the previous fine.



## **MOTORBIKE & SCOOTER REGULATIONS**

All motor bikes must conform to the following codes;

1. Must be operated by a licensed driver.
2. 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.

3. Must have spark arresters.
4. Must be kept on paved roads.
5. No riding between 10 pm and 8 am.
6. Must obey posted speed limits.
7. Off-Roading will not be permitted at any time.

Failure to obey the rules and regulations will result in the suspension of your privileges. Members are responsible for compliance by their guests or renters.



## WEED ABATEMENT

1. Private lots are to be cleared of all weeds, flammable brush, and debris by June 10 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.
4. **It is not a Board Policy**, but at the 4-18-98 Board of Directors meeting they set as a Guideline that the use of store bought pesticides, i.e., Round-Up, is allowable around homes, driveways, edgings etc., but the Board does not recommend the entire clearing of lots using pesticides.



## 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 Association containers (including the OSCA owned trash containers located in the Maintenance yard), or in any greenbelt or open space areas within Oak Shores.
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



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

2. Burning may be done only if you obtain a written burn permit.

The following rules apply at that time:

- A. All current Air Pollution Control District (APCD) burn day regulations must be observed,
  - B. The Oak Shores Community Association 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. OSCA will fine anyone burning any type of refuse, \$1,000.00 plus the cost to extinguish the fire.



## FIREWORKS

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



## FIREARMS

1. Firearms of any kind may not be discharged anywhere within Oak Shores.
2. The use of air soft guns is permitted, with the condition that they are not to be used in any of the common areas including but not limited to; the miniature golf course, the campground, the main marina area (including the playground), the entire clubhouse area, the pool, the parking lot, on or near the docks, and at the West Ramp. Approved at the March 2009 Board of Directors meeting.



## DOG LEASH REGULATIONS

OSCA abides by the San Luis Obispo County Leash Law: Excerpts follow

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 to the owner indicating there will be a \$50.00 fine if another violation occurs anytime thereafter within a six (6) month period for the same dog.
2. Second offense: Written citation with a \$50.00 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 will be imposed.
3. Third offense: Written citation with a \$100.00 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.



## WORKERS AND CONTRACTORS

Workers performing services or otherwise serving as employees for the Association or members are not considered a guest and 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 or watercrafts into Oak Shores during periods of employment or while performing services as employees or contractors, etc.

## **Workers and Contractors Construction times**

Construction activities 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 OSCA roads or streets without prior permission from the OSCA 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 OSCA Manager will indicate where and how such material can be stored.
3. Material stored in violation or without permission shall be removed by oak Shores 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**

The Association requires that all contractors working in Oak Shores provide proof of workers compensation and liability insurance. An Insurance certificate naming OSCA and the Association manager, as additional insured is required. If the owner is “owner/builder” without service of a contractor, then OSCA requires a copy of the homeowner’s general liability insurance that lists Oak Shores as additionally insured for the duration of construction. See ARC guidelines for details.



## **Concrete (Wet Cement) Trucks**

Because of a long history and continuing costly street damage and cleanup problems, resulting directly from concrete (wet cement) trucks carrying excessive loads into the Community, the following policy was adopted. (effective 2-1985)

1. Concrete (wet cement) trucks carrying loads in excess of seven (7) yards will not be permitted to enter Oak Shores.
1. Truck operators are required to furnish proof of load capacity, not exceeding seven (7) yards, to the Association gate staff prior to entry.
2. Loaded cement trucks entering Oak Shores are not to exceed 10 miles per hour. (This pertains also to any large, heavily laden trucks.) Cement trucks that have the booster wheel on the back are to drive with it down when delivering cement in Oak Shores. It does not need to be down after delivery of cement. Approved on 9/19/98.
3. Contractors found to be delivering more than seven (7) yards of concrete in Oak Shores shall be assessed a **\$500.00** liquidated damages fee for every delivery truck involved.
4. Owners/contractors must submit all load tickets to the Architectural Review Committee prior to receiving owner's deposit.



## **DELINQUENT ASSESSMENT POLICY**

1. Prompt payment of assessments by all owners is critical to the financial health of Oak Shores Community Association, Inc. ("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 Section 1367.1(a), 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 (Civil Code Section 1367.1(a).)
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. 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 of ten 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.
7. 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.
8. 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.
9. 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.
10. 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 Civil Code Section 1367.1 (a) 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.
11. 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 (Civil Code Section 1367.1(g)).

12. 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 will be responsible for significant additional fees and costs if a foreclosure action is commenced against your property.
13. The decision to foreclose on a lien must be made by a majority of Board of Directors 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. 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").
14. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
15. 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.
16. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association's legal counsel or collection company for delivery to the Association pursuant to Civil Code Section 1363.810 *et seq.*
17. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 1369.510 *et seq.* 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.
18. An owner who is unable to pay assessments will be entitled to make a written request for a payment plan to the Association's legal counsel or collection company to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien letter. 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 shall 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.

19. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
20. 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.
21. 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.
22. 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.
23. 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.
24. This policy and all charges listed herein are subject to change upon thirty (30) days' prior written notice.
25. 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 Civil Code Section 1363(h). 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 OSCA 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 submitted to the OSCA Board in writing by an OSCA 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 OSCA board and adjacent homeowners.
6. Whereas, the common areas are for the use by all OSCA members, temporary use of the designated are by an OSCA member for specific use does not exclude other OSCA members from using the area.
7. A refundable deposit of \$100.00 shall be made to the OSCA and held until satisfactory compliance with a final inspection and released via OSCA Board.  
(Adopted 11/12/92)
8. Owner/Member 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/Member.
9. Following notification of the damage and, if the Owner/Member does not expeditiously correct the problem, OSCA will repair the damage and the Owner/Member shall reimburse OSCA 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 of Directors 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 OSCA only 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 OSCA staff (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 OSCA 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 of Directors 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.(passed 10/16/99 by a vote 5-1)

## **CLUBHOUSE RESERVATIONS**

The Clubhouse is to be closed and opened during the Association offices regular business hours to prevent vandalism. However, 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. They may use the grounds until 12 midnight at which time the quiet time will be enforced by Code Enforcement. The Board approved allowing the managers discretion regarding if the private party will be required to have private security guards at the private party.

## **NEWSLETTER**

1. Oak Leaves Newsletter established as official publication of Oak Shores Community Association (10/17/1983)
2. The Oak Leaves Newsletter is to be published Quarterly
3. Oak Shores Community Association is to publish the newsletter
4. No ads are allowed for solicitation of proxies in the Oak Leaves
5. The Oak Leaves Newsletter does accept business card size advertizing for companies wanting to advertize their business.



## **ABSENTEE MEMBER GUEST REGULATIONS**

**(Approved December 17, 2012)**

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 members unit 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 Oak Shores 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 owners home, those vehicles must park in a designated overflow parking area.
3. The member should send in a list of the guests coming to their home in their absence no later than 24 hours prior to the guest's 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 Oak Shores shall be denied to any person whose names do not appear on the member's guest list. A guest shall 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 anytime. 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.