

# Oaknoll Condominium Association

## **RULES AND REGULATIONS**

These Rules and Regulations for Oaknoll Condominium Association (these “Rules and Regulations”) were originally adopted by the Association’s Board of Directors on October 18, 1989, and subsequently amended on May 31, 2012; October 24, 2017; February 25, 2020; and July 21, 2020.

### **RULES AND REGULATIONS**

1. The Association’s Board of Directors has the power to make, establish, publish, promulgate, amend, repeal, and enforce rules and regulations covering the use of the Association’s Common Area, the management and operation of the Association’s common interest development and the conduct of the business and affairs of the Association. These rules and regulations apply equally to Owners and their family members, cohabitants, guests, invitees, agents, and tenants while at the Association’s development.
2. No rules and regulations shall be adopted, amended, or repealed by the Board until notification of the proposed action has been delivered or mailed to each Owner and, as may be required by applicable statute, Owners have been given a minimum of 30 days to submit comments on proposed rule changes to the Board, the Board has reviewed those comments at an open session meeting, and formal action to adopt the rule change has been taken by the Board.
3. Capitalized terms used in these Rules and Regulations that are not defined herein shall have the meaning given to them in the “First Restated Declaration of Covenants, Conditions and Restrictions for Oaknoll Condominium Association” recorded against the Association’s common interest development on August 2, 2016, in the official records of Ventura County, California (as amended, the “CC&Rs”). When used in these Rules and Regulations, the term “resident” shall have the same meaning given to the terms “Qualifying Resident,” “Permitted Healthcare Resident,” “Qualified Disabled Resident,” or “Qualified Permanent Resident” under the CC&Rs, and to “Lessee” under these Rules. When used in these Rules and Regulations, the term “Common Area” shall mean all portions of the Association’s development other than the Units, and including the “Common Area” and “Association Property” as such terms are defined under the CC&Rs.
4. To the extent there is any conflict between these Rules and Regulations and the CC&Rs, the Association’s Bylaws or the Association’s Articles of Incorporation, the CC&RS, Bylaws or Articles of Incorporation shall control. To the extent there is any conflict between these Rules and Regulations and applicable federal, state, or local law, applicable federal, state, or local law shall control.

### **NUISANCE**

No one may cause or permit to be caused anything that constitutes a nuisance. An activity constitutes a nuisance if it is unreasonably noxious or offensive; causes an unreasonable disturbance or annoyance; is unreasonably injurious to health, indecent, or detrimental to other property; or creates an unreasonable obstruction to the free use of property. Examples of

nuisance behavior include but are not limited to ongoing harassing discriminatory behavior based on a legally-protected class or characteristic which constitutes a discriminatory housing practice under federal or state law.

## **SIGNS**

1. No signs may be posted or installed without prior written approval of the Board of Directors unless otherwise expressly permitted under the CC&Rs or federal or state law.

## **BUILDING ALTERATIONS**

1. No alterations of the Common Area (including but not limited to modifications to any exterior or structural portion of a building, including the mounting or installation of doorbell cameras, or modifications to any Common Area plumbing, exclusive use or otherwise) may be made without the prior written approval of the Association's Architectural Committee and the Board.
2. No alterations shall be made within a Unit that could affect or impair the structural integrity of the building in which the Unit is located.
3. In order to minimize noise disturbance, any flooring materials other than carpeting and tile (e.g. hardwood, laminate, engineered wood products, etc.) must be underlain with sound attenuating materials that, if installed pursuant to manufacturer's recommendations, will minimize impact noise to a reasonable level that does not cause a noise disturbance to other residents. Hardwood, laminate, engineered wood products and vinyl must be installed with a cork underlayment at least 1/4" thick to achieve a STC (Sound Transmission Class) score of at least 50. All carpeting in a Unit must be underlain with padding. Tile must be installed according to manufacturer's recommendations. It is strongly suggested that Owners seek approval of new replacement Unit floor coverings from the Board prior to installation (including providing the Board for review plans and specifications for proposed floor coverings and related underlayment), as the Board shall have the power to require an Owner to remove any floor coverings which does not adequately mitigate sound transfer and replace such floor coverings with compliant materials. The Board may attempt to help settle neighbor-to-neighbor disputes regarding sound nuisance created by floor coverings, materials, or Owner behaviors, provided, however, that the Board will be under no legal obligation to settle such matters to the satisfaction of the Owners or residents involved in such dispute. All flooring must meet the requirements set forth in the CC&Rs.

## **CARPORTS**

1. The carports are a part of the Common Area. Each Owner has an exclusive right to the use of the carport and storage compartment assigned to their Unit, and is responsible for proper maintenance (e.g. sweeping and cleaning) of same. Owners shall be held financially responsible for any costs incurred by the Association to repair damage to their carports or storage compartments, other than repairs required because of normal and reasonable wear and tear, or acts of God.
2. Owners are permitted to make their carports available for use by other Owners or residents of other Units having more than one car. The Board shall be notified in writing, in advance of such arrangements by the Owner whose carport is being used by another Owner or resident of another Unit. Such arrangements are between such Owners and,

as applicable, Owners and residents, and the Association will not be, and shall not be considered, a party to that arrangement, nor will the Association have any responsibility to resolve disputes related to same. The Association shall also have no responsibility to assist any Owner or resident in finding additional parking at the Association's development.

3. Owners may exchange carports. However, in doing so, they must obtain the proper exchange forms from the Association's office and submit completed exchange forms to the Association's office for approval by the Board of Directors. Note: No Owner, resident or guest of either may temporarily occupy an empty carport without approval of the Owner to whom the carport is assigned.
4. Only non-commercial operative vehicles used for personal transportation may be parked or stored in carports.

### **COMMON AREA FACILITIES**

1. The Common Area recreational facilities (the "Facilities") such as the clubhouse, the recreation building, the shuffleboard court, the swimming pool, and the spa are for the use and enjoyment of all residents, subject to the CC&Rs and these Rules and Regulations. If an Owner has had their membership rights and privileges to use the Facilities suspended, after proper notice and a hearing before the Board, neither the Owner nor their family members, co-occupants, or tenants, or the guests and invitees of any such persons, may use the Facilities during such suspension period.
2. The clubhouse will be accessible via resident's electronic key card between the hours of 8:00 am and 10:00 pm. The pool and gym are available from 5:00 am to 10:00 pm.
3. Guests using the Facilities must be accompanied by a resident at all times. The Owner of each Unit is responsible for the behavior of guests brought into the Association's development by them or any resident of their Unit, and for any damage caused by such guests.
4. Any resident or group of residents may organize a "non-commercial event" for the benefit of other Oaknoll residents, and Facilities may be reserved by the organizer(s) for such event. For purposes of this rule, a non-commercial event shall be one that is neither economic in nature nor for the benefit of a company or individual for the purpose of making a profit (either directly or indirectly). Residents must submit a request to hold an event with both the Association's Activities Committee and the Association's office.
5. No event will be scheduled for dates or Facilities already reserved for another event, unless the sponsor(s) of the other event agree, in writing, to make such date and/or Facilities available. In such cases, the sponsor(s) of the original event must notify both the Activities Committee and the Association's office of the change.
6. A master calendar of all scheduled events will be maintained in the Association's office.
7. Unscheduled events are permitted in the Facilities only when those Facilities are not reserved for previously scheduled events.
8. At the conclusion of an event, the Facilities are to be left in the same or better condition than they were in before the event, normal and reasonable wear and tear excepted. The

organizer(s) of the event is responsible for the condition of the Facilities at the conclusion of the event.

9. Use of the Facilities by any individual or group for recreational activities, which is not directly sponsored by the Association and which activity is open to the general Oaknoll residents, is permitted without charge by the Association. Such use, however, must be scheduled with the Association's Activities Committee and approved by the Board of Directors for each event. The Association may require the organizer of the event to procure liability insurance prior to the event and provide proof of same to the Association, pursuant to such requirements as may be adopted by the Board from time to time.

## **COMMON AREA FACILITIES FOR PRIVATE USE**

1. Facilities can be reserved by any resident for social gatherings attended by family members and/or friends of the resident. The purpose of such gathering must relate directly to the host resident, rather than as an accommodation to a non-resident or non-Oaknoll organization or group. Requests for reservations for gatherings must be made in writing in advance and submitted to the Association's office for the Board of Directors' approval on a case-by-case basis. Forms for these requests can be obtained at the Association's office.
2. Exclusive use of the Facilities is subject to a non-refundable administrative fee and damage and cleaning deposit as follows:

| <u>Number of Guests</u>        | <u>Admin Fee</u> | <u>Damage &amp; Cleaning Deposit</u> |
|--------------------------------|------------------|--------------------------------------|
| Up to 25 persons in attendance | No Charge        | \$100                                |
| 26 to 50 persons in attendance | \$50             | \$250                                |
| 51 to 75 persons in attendance | \$50             | \$300                                |

This charge must be paid in advance and is only intended to cover the use of the Facilities and related expenses incurred by the Association related to same. Any physical damage to the facility will be deducted from the damage and cleaning deposit and the cost to repair any damage in excess of the damage and cleaning deposit will result in additional charges to the host resident to cover such shortfall. The host resident is responsible to ensure that all leftovers, trash, and other debris are removed from tables, service counters, etc. and placed in proper bags for disposal. The host resident is prohibited from engaging outsiders, other than a caterer, as may be applicable to perform cleanup in the Facilities.

3. All event organizers shall abide by the kitchen rules as posted in the kitchen as may be changed by the Board from time to time.
4. Serving of alcoholic beverages at private events may require the presence of an access control guard (Security). If an access control guard is necessary, the Association will hire the personnel required at the expense of the event organizer(s).
5. The maximum number of persons permitted in each of the Facilities at any one time is subject to Ventura County Fire Department regulations, and it is the responsibility of the host resident to make certain that posted limits are not exceeded.

6. The Board may require the host resident to procure liability insurance prior to the event and provide proof of same to the Association, pursuant to such requirements as may be adopted by the Board from time to time.

## **COMMON AREA KEYS**

The Common Areas of Oaknoll may be accessed by an electronic key card issued to Owners after approval of their application for residency and payment of a deposit. Owners of Oaknoll units are responsible for all Common Area keys that have been issued to their Units. Tenants must obtain their key from the Owner of the Unit in which they reside after their residency application is approved. There is a fee for the issuance of a new key.

## **UNITS**

1. Oaknoll is an age-restricted housing community. Only persons permitted under the CC&Rs and applicable laws are permitted to occupy a Unit.
2. Units may be used for residential purposes only.
3. Owners are required to keep their Units in good condition and repair at all times.
4. The occupancy and use of all Units must comply with these Rules and Regulations, the CC&Rs and the Association's other governing documents, as well as applicable laws and ordinances promulgated by any governmental agency or authority.

## **PETS**

1. Residents are permitted to keep pets only in their Units or on the patios or balconies serving their individual Units. No pets are allowed to be kept for commercial purposes. Any waste left by pets in the Common Area or Exclusive Use Common Area must be cleaned and removed immediately by the owner of the pet. Failure to comply with such clean up protocol may result in a fine being charged against the Owner of the Unit in which the animal is kept or was visiting or a determination that the dog is a nuisance and must be removed from Oaknoll pursuant to the applicable provisions of the CC&Rs, after proper notice and a hearing before the Board.
2. Excessive, loud and/or continuous barking of a dog to such a degree that residents of normal sensitivities are disturbed can result in a fine charged against the Owner of the Unit in which the animal is kept or was visiting or a determination that the dog is a nuisance and must be removed from Oaknoll pursuant to the applicable provisions of the CC&Rs, after proper notice and a hearing before the Board.
3. Leash laws are strictly enforced, and animals must be on leashes or carried at all times in the Common Area. Under state law, dogs, cats, and other pets are not permitted on premises where food is served. Pets are not permitted in the clubhouse, laundry rooms, the recreation rooms, and the swimming pool area, with the exception of service or companion animals; proof of the need for a service or companion animal, evidenced by a letter from a licensed medical doctor, shall be provided to the Board upon request if a resident claims the need for such service or companion animals.
4. Pets shall be domestic household pets such as dogs, cats, bird, or an aquatic animal kept within an aquarium. A request for any other pet apart from the above requires approval from the Board of Directors, and the Board, in its sole discretion, shall determine whether

or not the proposed animal qualifies as a domestic household pet. No more than two (2) permitted pets may be kept in a Unit at any time, and no dog kept in a Unit may have a weight in excess of sixty (60) pounds.

5. The Board shall have full and complete discretion to declare any animal to be a nuisance pursuant to these Rules and Regulations. If the Board exercises its discretion to declare any animal a nuisance, it may require its removal from the Property.

## **SMOKING**

Smoking shall not be permitted anywhere within the Common Area, including, but not limited to, the elevators, swimming pool, parking lots, clubhouse and other Facilities. Smoking inside a Unit should not create a nuisance to residents in surrounding Units; a smoking complaint made by one resident against another resident shall be considered a neighbor-to-neighbor dispute which the Association has no responsibility to resolve, absent any complaints from residents of other Units. Under no circumstance shall smoking be permitted upon the balcony or patio of any Unit. If at any time local or state law prohibits smoking in Units or allows the Association to prohibit smoking in Units, no smoking shall be allowed in any Unit. As used in this Rule, "smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

## **SWIMMING POOL AND RECREATION**

Oaknoll's swimming pool, spa and recreation building are for use by residents and their guests only, and may be used daily between 5:00 am and 10:00 pm by residents; guests of residents are permitted in the swimming pool and recreation areas after 1:00 pm.

1. The Association does not provide a lifeguard; anyone using the pool or spa does so at their own risk.
2. All swimmers or spa users must shower in the pool area shower before entering the water.
3. Anyone under the age of 14 must be accompanied by an adult. No one under the age of 14 shall be permitted in the spa.
4. Persons with hair longer than shoulder-length must restrain their hair with a plastic clip, elastic band, or bathing cap.
5. Incontinent persons must wear a swimsuit designed for use by incontinent persons in public pools.
6. There shall be no running, jumping, splashing, or playing in the pool or spa area.
7. Persons using the spa are advised to consult their physicians before use, and to not remain in the spa for extended periods of time.
8. Poolside restrooms are provided for swimmers. No bathing suits shall be worn in the clubhouse.
9. Appropriate swimwear is required at all times, and no nudity is permitted.
10. Glassware is not permitted in the pool area.
11. Objects such as beach balls, air mattresses, and inner tubes are not permitted in the pool, but swimmers may use flotation aids for personal safety while in the pool.

12. Toys and devices such as, without limitation, water guns, water shooters, underwater pogo sticks, underwater swimming hoops, remote- or radio-controlled pool toys, inflatable water toys, footballs, volleyballs, and floating game boards are not permitted in the pool or pool area at any time.
13. Smoking in any form, including vaping or use of e-cigarettes, alcohol use, tobacco products of any kind, and marijuana are prohibited in the pool and spa area.
14. Music devices with personal earphones (e.g. an iPod) may be used while earphones are worn at sound levels that do not create a noise nuisance to other persons in the pool or spa area. No loud music is allowed in the pool or spa area.
15. Cell phone use which does not create a noise nuisance is permitted. Talking loudly on speaker mode is not permitted.
16. Residents may bring only two (2) guests at a time into the pool area; upon advance written approval from the Association, a resident may bring additional guests into the pool area at one time.
17. Signs are posted in the pool area which set forth the rules and regulations for the pool's use, and such rules and regulations may be changed from time to time by the Board.

## **PARKING AND TRAFFIC REGULATIONS**

All on-street parking and traffic regulations within the Association's development are enforceable by the City of Thousand Oaks Police Department.

1. The speed limit on Oaknoll's private streets is 15 miles per hour.
2. On-street parking is permitted only in those parking spaces that are so marked. Overnight guests of Oaknoll residents must obtain an overnight guest parking tag from the Association's office in order to park in a guest parking space; guests will be permitted to park in guest parking spaces for no more than 10 consecutive days at a time, except with the prior written approval of the Board; no guest temporarily occupying a Unit may park in a guest parking space during such temporary occupancy in excess of 60 days in any calendar year (the maximum temporary Unit occupancy time period for guests). Residents of Oaknoll may only park in guest parking for limited periods of time while loading or unloading their vehicle and only in the event that the loading zones are blocked. No Oaknoll resident may park in guest parking overnight. Violators of this policy will be subject to a fine per violation at the discretion of the Board, after a properly noticed hearing before the Board. These regulations will be strictly enforced by the Association's access control service.
3. Residents must park their cars in their assigned carports, either as part of the Unit they occupy or by arrangement with the Owner of another Unit, as described above. Residents who have more than one car and who have not been able to secure the use of additional carports must park their additional cars in the marked parking stalls on Arbor Lane Court, between Oakleaf Drive and the first set of carports on the north side of Arbor Lane Court west of Oakleaf Drive. Cars parked in the designated area on Arbor Lane Court must be moved every forty-eight (48) hours.

4. No inoperable, unlicensed, noisy, or smoky vehicles, or vehicles that pose a visual nuisance, may be parked, left or abandoned in any guest parking space, on Arbor Lane Court or in any other portion of the Common Area.
5. Parking in the clubhouse parking lot is limited to 24 hours. After 24 hours, the vehicle may be cited and towed.
6. Boats, boat trailers, recreational water vehicles and trailers, camper-trailers, motor homes, mobile homes, commercial vehicles, and off-the-road vehicles shall not be parked or stored on streets or in automobile parking areas. Recreational vehicles which are used as residents' only means of daily transportation, and recreational vehicles of guests (subject to guests visiting limitations) must be parked in the marked parking stalls on Arbor Lane Court, between Oakleaf Drive and the first set of carports on the north side of Arbor Lane Court west of Oakleaf Drive. Residents may park recreational vehicles in the Association's development only for purposes of loading and unloading items to and from such recreational vehicles, for a maximum of six (6) hours. Recreational vehicles shall not be parked in any manner that blocks the flow of traffic or creates a nuisance.
7. Service parking areas on Oaknoll's streets are indicated by yellow painted curbs and are to be used for loading and unloading only. The City of Thousand Oaks permits a three-minute maximum stop to load and unload passengers, and a 20-minute maximum stop to load and unload goods and other packages, which must be observed by Owners, residents and their guests. The intent to load or unload must be apparent during the time limits when a vehicle is parked next to such curbs.
8. The Association reserves the right to tow any vehicle parked in violation of these Rules and Regulations without warning at the owner's expense, subject to the requirements of California Vehicle Code Section 22658.

## **PATIOS, BALCONIES, AND HALLWAYS**

1. Balconies and patios are components of the Common Area. A Unit occupant has exclusive use of the balcony or patio adjoining such Unit, and the Owner of the Unit is responsible for proper balcony or patio maintenance and cleaning. Patios and balconies must not be used as storage places for excess or unsightly objects. No additions, modifications, or alterations of any patio or balcony may be made without advance written approval by the Association.
2. Only Association approved cabinets, covers, sunscreens, wind protectors, decking or fencing may be placed or installed on patios and balconies. The placement or installation of such items, as may be approved by the Board in advance, must conform to the approved plans and specifications which are on file in the Association's office. Cabinets on patios are limited to one per patio. No modifications of patio railings are permitted under any circumstance, other than by the Association.
3. Only Association-approved screen doors for Unit entrances are permitted for patio and balcony doors. Approved plans and specifications for such screen doors are on file in the Association's office.
4. Nothing may be placed on any balcony railing for safety purposes. Hanging baskets on second and third floor balconies must be suspended from the overhead beams and at least three (3) feet inside the railing. Potted plants must have saucers under them to catch



any water overflow. Water runoff or sweeping of debris to lower units is prohibited and may result in a fine. The cost to repair any damage caused to the Common Area by water overflow from plants on balconies or patios, or the installation or maintenance of hanging baskets, shall be the sole financial responsibility of the Owner of the Unit whose residents caused such damage.

5. The use of grills and hibachis on balconies and patios is permitted, so long as they are in proper working order, are monitored at all times while in use, are used in connection with all applicable fire codes, and while in use rest on fireproof stands which raise them at least one (1) foot above the patio or balcony floor. If a grill or hibachi is a charcoal burner, only an electric starter may be used to start such device. Any fire damage to the Common Area caused by the use or presence of a grill or hibachi is the sole financial responsibility of the Owner of the Unit upon whose patio or balcony the grill or hibachi was used.
6. If a plant or doormat located in front of or next to a Unit's front door or entryway in a Common Area walkway or hallway is determined by the Board, in its sole discretion, to be a safety hazard (e.g., a tripping hazard) or visual nuisance, the Board reserves the right to require removal of the plant or doormat.
7. Plants located on patios or balconies must not obstruct your neighbors' view, or otherwise intrude onto your neighbors' patios or balconies. Care and trimming of shrubs, bushes, and other plantings in patios are the responsibility of the Owner.
8. Any damage to the Common Area caused by the presence of an Owner's plants shall be the responsibility of the Owner upon whose doorway/entryway, balcony, or patio the plants were located.
9. No clothes, sheets, blankets or other articles shall be hung out to dry on or within a patio or balcony that can be viewed by other residents.

## **COMMON AREA LANDSCAPING**

1. Any alterations of the Common Area landscaping will be at the sole discretion of the Board of Directors. Damage or destruction of the Common Area landscaping by an Owner, or their co-Occupants, or tenants, or the guests or invitees of any such persons, shall be the responsibility of that Owner.
2. If an Owner has a concern about any landscaping issue, it should be reported to the Association's Landscape Committee. If a tenant has a concern about any landscaping issue, it should be reported to their landlord/Unit Owner who may report it to the Landscape Committee, if they deem in their discretion it is necessary to do so.
3. Owners may not plant, alter, or modify, any landscaping on or within the Common Area. Any resident removing a tree, shrub or flowers from the Common Area shall be legally and financially responsible to the Association for such removal and replacement of the tree, shrub, or flowers.

## **ANIMAL FEEDING**

Residents shall not be permitted to place food or drink on their patios, balconies, or anywhere upon the Common Area which may attract insects or wildlife; provided, however, residents shall

be permitted to have food and drink on their patios and balconies while eating, drinking, or lounging in such areas. The produce from a vegetable plant or fruit tree in a patio or balcony shall be excepted from this requirement so long as it is not allowed to remain in or fall to an area where it attracts insects or wildlife. Notwithstanding the foregoing, an Owner may be permitted to place a birdfeeder on their balcony or patio after submitting a request and obtaining permission from the Board of Directors.

## **ENFORCEMENT, DISCIPLINE, AND MONETARY PENALTIES**

1. Owners are responsible for the actions of their family members, guests, invitees, agents, tenants, and the family members, guests, invitees, and agents of their tenants.
2. Following a properly noticed hearing before the Board, the Board may impose on an Owner, for violation of these Rules and Regulations, the CC&Rs, or the Association's other governing documents by the Owner or their family members, guests, invitees, agents, tenants, or the family members, guests, invitees, or agents of their tenants, one (1) or more of the remedies described below as it deems appropriate. The selection of one (1) of the following remedies does not preclude the Association's right to pursue other remedies.
  - i. Warning letters
  - ii. Monetary penalties (fines)
  - iii. Suspension of membership privileges
  - iv. Alternative dispute resolution
  - v. Litigation
3. Violation of these Rules and Regulations, the CC&Rs or the Association's other governing documents may result in fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of monetary penalties will be subject to notice and hearing procedures.

1st violation, warning or fine: up to \$100

2nd violation, same offense: up to \$300

3rd violation, same offense: up to \$500

Additional violations, same offense: up to \$500

Endangering others, vandalism threats of violence or other serious violations or acts: fines up to \$2,000.00 per incident, depending on the violation.

Continuing violations: fines up to \$500 per day may accrue until the violation is cured. Continuing violations include, but are not limited to architectural violations, obstruction of Common Areas, violations of age or leasing restrictions, animal feeding, or another violation that is not resolved within the required amount of time.

Failure to pay fines within thirty (30) days of their due date may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance,

collect fines, etc., the Owner may be liable for those attorney fees and all related expenses in addition to the fines.

4. Suspension of Privileges: in addition to or in lieu of fines, an Owner's membership privileges (e.g. right to vote and right to use the Facilities) may be suspended for up to thirty (30) days or longer depending on the nature and extent of the violation. The suspension of privileges will be subject to notice and hearing procedures.

## **SATELLITE DISH RULES**

1. No resident may install any antenna for AM/FM radio, amateur ("ham") radio, Citizen's Band ("CB") radio or Digital Audio Radio Services ("DARS") in the Common Area, including but not limited to roofs and exterior building walls, without the prior written approval of the Association.
2. No resident may install any video or television antenna (including but not limited to satellite dishes) in the Common Area, including but not limited to roofs and exterior building walls, without the prior written approval of the Association.
3. Except to the extent permitted by state and federal statute, as may be applicable, Owners and residents may not install any of the foregoing items or equipment in their Unit or their patio or balcony.
4. All Owners shall be liable for all damage to the Common Area caused by the installation of any of the foregoing items or equipment, whether approved by the Association or not.
5. The Association maintains the right to remove any of the foregoing items and equipment installed in the Common Area without Association approval, the cost of which shall be charged to the applicable Owner after proper notice and a hearing before the Board.

# Oaknoll Condominium Association

Occupancy, Leasing and Transfer of Ownership Policy (adopted May 31, 2012; revised October 24, 2017; and July 21, 2020.)

## **Occupancy, Leasing and Transfer of Ownership Policy**

This Occupancy, Leasing and Transfer of Ownership Policy (this “Policy”) is an operating rule for Oaknoll Condominium Association (the “Association”). The intent of this Policy is to describe the requirements for the occupancy, leasing and transfer of ownership of Units at the Association’s common interest development (the “Development”), pursuant to Article V, Section 5.6 and Article VI of the Declaration of Covenants, Conditions and Restrictions (the “CC&Rs”) applicable to the Association and the Development. This Policy has been prepared in accordance with the Association’s rights under Sections 7.2(a) &(e) of the CC&Rs.

### **Statement of Policy:**

The Development is an age-restricted community that is a “senior citizen housing development” within the meaning of Section 51.3 of the California Civil Code. This Policy has been drafted to comply with both the provisions of Section 51.3 of the California Civil Code and the CC&Rs. In the event of any conflict between this Policy and the CC&Rs, the CC&Rs shall control; provided, however, if Section 51.3 of the California Civil Code or any other state statute controls over both this Policy and/or the CC&Rs, such state statute shall control this Policy and/or the CC&Rs.

### **Definitions:**

The following definitions shall apply when used in this Policy.

1. The terms “Board”, “Occupant”, “Owner”, and “Unit” shall have the same meanings given to them under Article III of the CC&Rs.
2. The term “Lessee” shall mean any person at least fifty-five (55) years of age who has been approved by the Board to reside in or occupy a Unit under a rental agreement with the Unit’s Owner, and shall be synonymous with the term “Tenant,” as that term is defined in the CC&Rs. The term “Resident” shall mean any “Qualifying Resident,” “Cohabitant,” “Permitted Healthcare Resident,” “Qualified Disabled Resident,” and “Qualifying Resident,” as those terms are defined in the CC&Rs, and shall also include all “Lessees.”
3. The term “Guest” means any person who is not a Resident who is invited by an Owner or a Resident to the Development for any purpose and for any period of time.

### **Occupancy Restrictions:**

1. Any natural person or legal entity may be the Owner of a Unit (subject to the requirements noted below and in the CC&Rs), however no person other than a Resident may be an Occupant of a Unit.
2. No person may occupy a Unit unless that person has first obtained the written consent of the Board to be an Occupant of a Unit and that person meets the definition of a Resident, except as otherwise provided in this Policy. Prior to becoming approved as a Resident, an applicant to become a Resident will be required to complete and submit to the Board a residency/occupancy application form (the “Occupancy Application”) and provide any other documents and information reasonably requested by the Board; the applicant will

be required to pay to the Association a processing fee for the Occupancy Application, the amount of which will enable the Association to cover its costs to review, evaluate, and respond to the submitted Occupancy Application. Within thirty (30) days after the Board's receipt of (a) a completed Occupancy Application and (b) any other documents and information requested by the Board related to the Occupancy Application, the Board will provide the applicant with a written notification of approval or disapproval of the Occupancy Application; if the Association does not provide such written notification within that thirty (30) day period, the Occupancy Application will be deemed to have been approved by the Board.

3. At least one Occupant of each Unit must be a Qualifying Resident.
4. The Board may take action to prohibit or terminate occupancy of a Unit by a Qualified Permanent Resident with a disability, or a disabling injury or illness, if the Board finds, based on credible and objective evidence, that the Qualified Permanent Resident is likely to pose a significant threat to the health or safety of other Residents at the Development that cannot be ameliorated by means of a reasonable accommodation. However, the action to prohibit or terminate the Qualified Permanent Resident's occupancy of the Unit may be taken by the Board only after the Board does both of the following: (a) provides reasonable notice to and an opportunity to be heard for the disabled Qualified Permanent Resident whose occupancy is being challenged, and reasonable notice to the Qualifying Resident parent or grandparent of that Qualified Permanent Resident; and (b) gives due consideration to the relevant, credible, and objective information provided in the hearing. The evidence presented at the hearing shall be taken and held in a confidential manner in an executive session meeting of the Board in order to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.
5. A Permitted Health Care Resident shall be entitled to continue his or her occupancy of a Unit in the absence of the Qualifying Resident of the Unit only if both of the following are applicable: (a) the Qualifying Resident became absent from the Unit due to hospitalization or other necessary medical treatment and expects to return to the Unit within ninety (90) days from the date the absence began; and (b) the absent Qualifying Resident, or an authorized person acting for the Qualifying Resident, submits a written request to the Board stating that the Qualifying Resident desires that the Permitted Health Care Resident be allowed to remain in the Unit in order to be present when the Qualifying Resident returns to reside in the Development. Upon written request by the Qualifying Resident, or an authorized person acting for the Qualifying Resident, the Board shall have the discretion to allow the Permitted Health Care Resident to remain for a time period longer than ninety (90) days from the date that the Qualifying Resident's absence began, if it appears that the Qualifying Resident will return within a period of time not to exceed an additional ninety (90) days.
6. A Guest of any age shall be allowed to temporarily occupy a Unit, but only during the simultaneous occupancy of the Unit by a Resident. The temporary overnight occupancy of a Unit by all Guests shall not exceed a combined total of sixty (60) nights in any calendar year, except with the prior written approval of the Board.

7. The Association shall hold the Owner of a Unit responsible for assuring compliance by Residents of and Guests to their Unit with this Policy, the CC&Rs and the Association's other governing documents, and any violations of same.
8. Neither the Association nor the Board shall make any decision whether to approve an Occupancy Application based on the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income (as defined in subdivision (p) of Section 12955 of the California Government Code), or ancestry of an applicant for Residency of a Unit.

**Leasing:**

1. No Unit shall be leased unless and until:
  - i. all fees, charges, assessments, interest, penalties, and special assessments (collectively, the "Charges") levied against the Owner of the Unit and/or the Unit by the Association have been paid in full to the Association;
  - ii. the Owner of the Unit has submitted to the secretary of the Association or the managing agent (i) a statement setting forth the name and address of the proposed Lessee, (ii) an Occupancy Agreement completed by the proposed Lessee, and (iii) a copy of the proposed lease for the Owner's Unit setting forth the terms and conditions of the proposed rental/lease; and
  - iii. the Board has approved the proposed Lessee's Occupancy Application.
2. No Owner, nor the executor, administrator, or personal representative of any Owner, nor any trustee or receiver of the property of any Owner shall be entitled to rent/lease a Unit except after satisfying the above requirements, except as provided in these Rules or the CC&Rs.
3. A lessee of a Unit who is not an approved Lessee shall have no right to occupy or reside in the Unit or use any of the common areas of the Development, other than as a Guest.
4. Each Owner shall be responsible for assuring the creditworthiness, and researching the leasing/tenancy and criminal background (to the extent such background exists), of a proposed Lessee for the Owner's Unit.
5. No Owner shall lease less than his or her entire Unit. No room rentals are permitted.
6. No more than thirty (30) percent of the Units in the Project may be leased, rented, or non-owner occupied at any one time. Once the maximum percentage of rental Units is met, any Owner submitting a Lessee's Occupancy Application under these Rules shall be placed on a waitlist. In the event of extreme hardship and upon proper evidentiary showing, an Owner may apply to the Board for an exemption from this Rule. This Rule shall be applicable only to those Units whereby the Owner or Owners thereof acquired title after the adoption of this Rule. (Effective December 13, 2016)

**Transfers:**

1.
  - i. Prior to transfer, the Owner of a Unit shall submit to the Board (i) a statement setting forth the name and address of the proposed transferee and (ii) a copy of the proposed contract or instrument of transfer setting forth the terms and conditions of the proposed transfer of ownership interest in the Unit.
  - ii. Upon transfer, the transferor-Owner remains liable for all Charges levied against the Owner of the Unit and/or the Unit by the Association.
2. A transferee of an ownership interest in a Unit who is not an approved Owner shall have no right to use any of the common areas of the Development, other than as a Guest, or vote in any Association elections or on any Association matters.
3. A proposed transferee of an ownership interest in a Unit who intends to occupy the Unit must submit to the Board a completed Occupancy Application and be approved in writing, in advance by the Board as an Occupant of the Unit before occupying or residing in the Unit.

**Enforcement:**

The Association shall have the power to enforce the above restrictions through: (1) discipline against an Owner, after a properly noticed hearing with an opportunity to be heard before the Board, in accordance with the requirements of the CC&Rs and the Association's other Governing Documents; (2) legal relief; (3) equitable relief; and (4) any other remedies available under the CC&Rs, the Association's other governing documents, or at law. Upon the Association prevailing in an action against an Owner to enforce this Policy, the Association will seek reimbursement of its attorneys' fees and costs, as may be permitted under the CC&Rs, the Association's other governing documents, and applicable state statute.