

WHITE OAK TOWNHOMES OWNERS' ASSOCIATION



Rules & Regulations

Anchor Community Management
P.O. Box 3237
Camarillo, CA 93011-3237
805 388-3848 - www.anchorcommunitymgt.com/whiteoak.htm



White Oak Townhomes Owners' Association

RULES AND REGULATIONS

Table of Contents

	Page
General Rules	2
Recreational Activities	3
Architectural	4
Swimming Pool Rules	5
Parking Rules	6
Reserved Parking	7
Recreation Room/Clubhouse Rules	7
Rental Rules	8
Enforcement	8

White Oak Townhomes Owners' Association

RULES AND REGULATIONS

General Rules

The Covenants, Conditions and Regulations (CC&Rs) and the Rules and Regulations may be defined as a collection of promises we each made to our neighbors when we accepted the deeds to our homes. These promises preserve the value of each home and help to make White Oak Townhomes a great place to live. So to accept a deed to a home in White Oak is to make these pledges to your neighbors.

These Rules & Regulations may be changed, deleted or expanded at any time by the Board of Directors per Association governing documents and California Civil Code.

In this document, the word "owner" applies to the homeowner of record whose name(s) appear on the recorded deed. The word "resident" as noted in this document refers to owner, tenant or the party or parties actually living in the unit, whether owner or tenant.

1. The City and County ordinances pertaining to pets apply to this complex, which provides in part, that dogs MUST be kept on a leash when in the common area or confined within the unit or patio. In addition, this Association's Rule is that the leash must not be longer than 6 feet in length. The dog's owner is responsible for the immediate cleanup of animal waste. Damage to common area caused by animals or pet will be repaired or replaced at the property owner's expense, where the pet is in residence. Dogs must be kept quiet. No more than two animals, excepting fish, may be allowed to be maintained in at any one residence as stated in the CC&R's.
2. "For Sale" or "For Rent" or security signs are permitted. They must be placed in the unit window, not to exceed 18x24 inches. A small sign, not to exceed 8x8 inches, may be placed in the common area immediately adjacent to the unit. All others signs not allowed in the common area.
3. For the safety of all, the speed limit is 15 mph on Association streets.
4. Please remember to properly bag your garbage and place your receptacles outside the garage 24 hours prior to collection, and store them out of sight within 24 hours following collection. The scheduled collection day is Friday of each week.
5. Water softeners are to be installed in your backyard if on the exterior of your home or in the backyard.
6. Any damage to buildings, recreational facilities, equipment or any other common area property caused by a resident, his/her family, guests, employees/contractors, etc., shall be the responsibility of the owner.
7. For aesthetic reasons and to help maintain curb appeal and property values, objects shall not be hung or attached to thrown from any door, garage, block wall or window, etc.

8. For safety and aesthetic reasons and to help maintain curb appeal and property values, personal articles shall not be stored outside the unit in the common area or driveway such as bicycles, toys, tools, mops, broom, shoes, etc.
9. For safety reasons no one is allowed on the common hillside area or drainage devices and channels unless authorized by the Board.
10. State and local ordinances must be observed. Explosives or highly flammable fluids shall not be stored on the premises or in the common areas.
11. Any household plants which are visible from the exterior must be well maintained.
12. Owners and residents are not allowed to borrow or remove any equipment or property from the common areas, including items located in the Recreation Room/Clubhouse, picnic area and pool area, without the Board's written approval.
13. Repair or maintenance work done on cars, motorcycles, etc., must be done inside the unit's garage. If any fluids flow on to the driveway, side walk, or into the street, the owner is responsible to clean up immediately.
14. Due to limited parking at the Association, garage or yard sales are not allowed in the complex.
15. Fireworks or firearms may not be discharged within the complex.
16. Notices or announcements shall not be posted unless authorized in writing by the Board of Directors.

Recreational Activities

1. All grass areas in the association may be used for recreation activities. Bicycle riding, skateboarding, rollerblading or any other wheeled devices are not allowed under the oak trees, on the grass, planted areas, pathways, guest parking spaces.
2. Activities involving hard balls (baseballs, tennis balls, golf balls, basketballs, footballs, soccer balls, etc.) are not allowed; however, nerf balls, whiffle balls or balls that are tethered to a distance of 12 feet are allowed.
3. Baseball bats, tennis racquets, hockey sticks, golf clubs, etc., are not allowed to be utilized in the common area.
4. Because of the harm they may cause to the common area, activities under the oak trees, slopes, planters and rose or rock gardens are not allowed.
5. Activities that may cause damage to property, such as parked vehicles, windows, garage doors, stucco walls, or any common area, are prohibited.

6. The common areas are to be left free of trash, chalk markings and personal items when you leave.
7. Nothing may be attached to common area walls, eaves, roof, trees, light poles, etc.
8. For the quiet pleasure and enjoyment of all, noise levels should be kept to a reasonable level. This means and includes, but is not limited to amplified music, TVs or loud talking. If asked by residents to lower excessive noise levels, participants should oblige.
9. Hours of using recreation areas are Monday through Friday, 9 a.m. until dark; weekends and national holidays, 10 a.m. until dark.
10. For the safety of drivers and others, recreational activity (ball playing, bike riding, etc.) on the streets is strictly forbidden.
11. Owners/residents will be held responsible for the actions of or damage caused by their children and/or guests at all times.
12. Flag holders are permitted but may only be attached to the wood framing of the garage or front door. Holiday flags are permitted during the week of the holiday. American flags are permitted to be displayed at all times.
13. Holiday lights are permitted from November 24th through January 8th. Climbing onto roofs to put up lights and other decorations is prohibited. Holes or attachments may not be made to the stucco.
14. Residents who would like to add additional plants in their entry area must have the plants and layout approved by the Landscaping Committee, prior to planting. A list of approved plants is available from the Management Company.

Architectural

1. Maintenance of unit gates, unit wrought iron fences, unit block walls, garage doors and front doors, are the responsibility of the homeowner.
2. No item shall be attached to the exterior of the building or roof such as trellises, signs, basketball backboards, hoops and plants.
 - A. Exterior or common area alterations or additions of any type are not permitted without the written consent of the board of Directors. A written request on the appropriate Association forms must be submitted to the Board of Directors for their review and approval prior to beginning any alterations or additions.
 - B. Residents who are making improvement to their home or yard will be responsible for the clean-up and removal of any debris left in the common areas and driveway areas. The clean-up of any paint, stain or other toxic materials must be done immediately.
3. No one is permitted to go or climb any building, roof, wall or fence.

Swimming Pool Rules

1. Swimming pool hours are from 9 a.m. to 9 p.m. Monday through Thursday and 9 a.m. to 10 p.m. Friday, Saturday and Sunday.
2. The swimming pool and surrounding areas are for the use of resident owners, residents and their invited guests only. Guests may only use the swimming pool so long as the resident is also at the pool. Each host resident is responsible for **closing** and **locking** the pool gates upon entering and leaving.
3. The standard rate will be charged for replacement of pool keys. This fee is refundable upon presentation of lost key to the management office.
4. Owners are reminded that they are responsible for the conduct of their tenants and guests. A resident adult, age 18 or older, must accompany all guests at all times.
5. The number of guests in the pool area at any one time shall not exceed four persons per unit.
6. No boisterous or rough play is permitted in the pool or pool area. No amplified music is allowed.
7. Intoxication or any alcoholic beverages are prohibited in the pool or pool area.
8. All trash must be put into the trash receptacles. No littering is permitted.
9. Glassware or breakable items are prohibited in the pool or pool area.
10. Appropriate swimwear must be worn for swimming. No cutoff pants or other street-type clothing is allowed. **Diapers are not permitted in the pool. Pool users with incontinence problems must wear appropriate rubber pants or lined swimwear.**
11. Pets are not allowed anywhere in the swimming pool area except for service dogs. Bicycles, skateboards, roller blades, or other wheeled toys are prohibited in the pool area.
12. Pool toys or flotation equipment is limited to one item per family. Non-swimmers should wear safety jackets.
13. The furniture and safety equipment in the pool area must not be abused or damaged. Please use it only for the purpose for which it is intended. Any damages will be repaired at the expense of the applicable resident/homeowner.
14. All children 14 years of age or under **MUST** be supervised by a resident adult, aged 18 or older, who is present in the pool area at all times.
15. Throwing of any objects into the pool or diving or underwater retrieving games is strictly prohibited.
16. The pool area may not be reserved for the exclusive use of any one unit or resident.

17. Only Residents and their guests may use the pool. Off-site owners may not use the pool or common areas.

Parking Rules

1. Vehicles belonging to a resident or guest shall not be parked in such a manner as to impede or prevent ready access to another owner's garage or parking area.
2. Residents are prohibited from parking in the guest parking spaces.
3. One guest parking permit is issued to an Owner or to a tenant at the discretion of an Owner, for overnight parking from 10 p.m. to 6 a.m. Mondays through Thursdays and from 10 p.m. on Fridays to 6 a.m. the next Monday. An Owner is responsible to collect the permit from a departing tenant and to transfer the permit to a new tenant or Owner. Owners will be charged the standard rate for replacing a lost guest parking permit. An automatic \$100 fine may be levied against the Owner for any parking permit found to be altered or misused.
4. Each Owner is authorized the use of a guest parking space for seven (7) days/nights over a 30-day period. When a guest uses a space, the guest-parking permit must be clearly displayed on the front dashboard/windshield, with the resident's address clearly visible. On the resident's eighth use of guest parking in a 30-day period, that vehicle will be cited.
5. If a resident will need more than seven (7) days/nights for guest parking, a request for a "Temporary Guest Pass" must be made through the management company. The guest pass may not exceed fourteen (14) days per guest within a 30-day period.
6. House-trailers, boats, boat trailers, ATV's, commercial vehicles, large trucks, or recreational vehicles of any kind may not be parked within the complex. Campers or commercial vehicles are not allowed unless they are of standard pickup dimensions and will fit inside the garage. No camper bodies will be allowed unless they are mounted on a motor vehicle approved for camper installation.
7. Vehicles shall not be permitted to park in a reserved space unless one has been assigned to the resident's vehicles. Guests are not permitted to park in reserved spaces under any circumstances.
8. The guest parking or reserved spaces are not to be used as parking for carpool programs of any type.
9. All curbs throughout the complex, including the portion in front of the garages, are fire lanes. Parking in these areas is prohibited in accordance with Section 22500.1 of the Simi Valley Civil Code. The Simi Valley Police Department and/or the security company will cite and/or tow vehicles found to be in violation of this code; towing will be at cost of registered owner of vehicle.

Reserved Parking / Eligibility Requirements

1. There must be three or more vehicles with current registration belonging to the resident and registered at the property address. All vehicle registrations in the household must be on file with the management company.
2. The vehicle parked in the reserved space must be driven on a regular and reoccurring basis unless the management company or the Board of Directors is notified of extenuating circumstances. Reserved vehicles are not allowed to park in guest spaces.
3. Commercial vehicles bearing a company logo or oversized vehicles are not permitted to park in the reserved spaces.
4. There will be a non-refundable annual fee for the use of a reserved space. All spaces need to be renewed through the application process on an annual basis. Reserved spaces are good for a period of one year only. Payment and application for renewal of reserved parking space is due in January of each year.
5. Applications for a reserved parking space which are processed and accepted during the rental period will be charged on a pro-rated basis until the next annual fee is due and payable. The Board of Directors reviews all applications for approval.

Note: Any exceptions must be requested in writing and submitted to the management company. The board of Directors will make the final decision at the monthly meetings. Requests must be submitted well in advance so that they can be reviewed prior to the desired date of renewal.

Recreation Room/Clubhouse Rules

1. The Recreation Room/Clubhouse hours are from 7 a.m. to 1 a.m. If there will be music, it may not be heard outside of the Recreation Room/Clubhouse after 10 p.m.
2. The use of the Recreation Room/Clubhouse is exclusively for the White Oak residents and their guests. The use of the Recreation Room/Clubhouse for social affairs is on a first come, first-served basis and may be used by reservation only with an approved application and a \$150 deposit. Applications can be obtained from the Management Company.
3. White Oak residents may use the Recreation Room/Clubhouse three (3) times per calendar year for their events without charge. Any use by the resident after the third (3rd) use shall require a resident payment of \$35 for each additional date of use.
4. Cleanup shall be done immediately after use. No items, including food, trash, decorations, etc., are to be left in the Recreation Room/Clubhouse. The resident is responsible for restoring the Recreation Room/Clubhouse to the condition under which it was found. The deposit for use of the Recreation Room/Clubhouse shall not relieve the resident host of the responsibility of clean up, repairs, replacements or liabilities. The deposit will be forfeited or reduced if the room is not cleaned in an acceptable manner or if any damage is done.

5. If the damage exceeds the deposit, the owner will be billed for the balance. The Board will resolve any deposit disputes; Board decision will be final.
6. The Association is not responsible for loss or damage to personal property of the resident or their guests.
7. If a caterer or any other outside help is employed by the resident, they shall be employed as an independent contractor of the resident and must be bonded and carry liability insurance with the Association listed as "Additional Insured". This must be on file with the management company prior to the event. The association members (other than the above-mentioned resident) and the Association are not liable or responsible for any actions by or to anyone employed by the resident.
8. The Picnic area benches and any association equipment must be cleaned immediately after use.
9. Attaching decorations to the ceiling or walls is prohibited. All decorations must be free-standing or attached to the hooks that have been provided for this purpose. All outside decorations, including signs, balloons etc., must be removed immediately after usage.
10. "Jolly Jumpers" and similar items are prohibited anywhere in the common area.
11. Only current residents are entitled to use the Recreation Room; off-site owners are not permitted to use common area amenities.

Rental Rules

1. Owners must provide their tenants with copies of the Association's governing documents and the Rules and Regulations prior to the move-in date.
2. Any lease or rental agreement MUST include the following language:
 - a. **"The terms of this agreement are subject in all aspects to the provisions of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), By-Laws and Association Rules & Regulations (RR). Any failure by a lessee to comply with the terms of such documents may result in default under the lease. The undersigned, as lessee of tenant, acknowledges that he/she is familiar with all said restrictions and rules of the association and agrees to abide by them."**
3. A copy of the lease/rental agreement signed by both the homeowner and tenant to the property to be sent to the management company.

Enforcement

1. The first violation of a rule will result in a written warning or a fine of \$25 to \$100, depending on the nature and severity of the violation.

2. The second violation of the same rule within a rolling twelve (12) month period will be a fine of \$25 to \$200, depending on the nature and severity of the violation.
3. The third violation of the same rule within twelve months of the second violation will be a fine of \$50 to \$200 depending on the nature and severity of the violation.
4. Each subsequent violation of the same rule within twelve months of a prior violation will be a fine of \$50 to \$200 depending on the nature and severity of the violation.
5. The Board reserves the right and authority to levy a fine in a higher amount if warranted by the nature of the violation.
6. Fines will be levied after the owner is given a hearing.