

# GOLDEN OAKS CONDOMINIUM ASSOCIATION, INC.

## RULES & REGULATIONS

These rules and regulations are excerpted from the Golden Oaks Condominium Association (G.O.C.A) Declaration of Protective Restrictions. They have been updated to reflect changes in condominium law and practice of enforceability as of February 15, 1995. Compliance with these rules and regulations is required. Failure to observe may result in fines up to \$50.00, loss of privileges to use facilities, and/or eviction from premises as determined by the Board of Directors after a hearing, as set forth in the C.C. & R's. The Board of Directors requests your recognition, understanding, compliance, and voluntary agreement to these Rules and Regulations. It is the Board's responsibility to uphold the C.C. & R's, Bylaws, and these Rules and Regulations. We are dedicated to the maintenance of these facilities and the well being of all Owners/Tenants. Your cooperation is required. If this fails, we will and have in the past found it necessary to resort to legal action.

### **1. Responsibility:**

It is the responsibility of the individual Homeowner to see that these rules and regulations are enforced. Guests and Tenants of the Homeowner must be apprised of these and must also abide by them. All penalties, per the C.C. & R's, will be the liability of the Homeowner as well as the Tenant and may be collected from either at the discretion of the Board of Directors.

### **2. Occupancy:**

No unit shall be rented for a period of less than six (6) months, which rental shall be evidenced by a written occupancy agreement executed by the tenant. Prior to the tenant's occupancy, the unit owner shall obtain and provide to the Association's Manager a copy of the Rules and Regulations bearing the signature of the prospective tenant. Any occupancy by a prospective tenant shall be conditioned precedent upon prior approval of the Association's Manager or Board of Directors, which approval shall not be unreasonably withheld

No unit shall be occupied on a permanent basis by more than two (2) persons per bedroom in each of the units: provided that in regard to one (1) bedroom units, families with two (2) person and one (1) child up to the age of five (5) years old shall not be deemed in violation of this limitation on occupancy. A "person" shall be deemed a "permanent occupant" if he or she occupies such unit for more than twenty-one (21) days in any six- (6) month period. These restrictions contained herein, to the extent that they are more restrictive than local ordinances, shall take precedence over such local ordinances.

### **3. Noise:**

No owner shall cause or permit any loud or boisterous noise or activity to be carried on in any unit so as to interfere with the quiet enjoyment by other occupants of units in the project. The playing of musical instruments, record players, radios, televisions, and similar devices shall be restricted to low levels of sound after 10:00 p.m. and before 8:00 a.m.

### **4. Pets:**

The raising or keeping of animals, poultry, birds or reptiles for pleasure or commercial gain, upon any part of said property, is prohibited, except as household pets kept in the residential unit for pleasure, provided that they do not become a nuisance to other owners and/or occupants of property subject to the control of the Association, and if and when declared to be a nuisance by the Board of Directors of the Association, after notice and hearing as herein provided, such household pet or pets shall be forthwith removed from the subject property. Adequate liability insurance must be carried by pet owners to cover any damage caused by these pets.

Dogs must be leashed at all times and must not be permitted to make any droppings within the perimeter of the buildings. Occupants are responsible to clean up any deposits caused by their pets. This applies to cats as well as dogs.

**5. Furnishings:**

Liquid filled furniture, receptacles containing more than ten (10) gallons of liquid highly combustible materials or other items which cause a hazard or affect insurance rates, or items of unusual weight which may affect structural requirements will not be permitted without the approval of the Board of Directors.

**6. Rubbish and Debris:**

Acceptable containers for normal trash and garbage are available near each building. Any other items such as large cartons, boxes, and crates should be broken down before discarding. The Occupant should arrange for discarded furniture to be carted away at their expense.

**7. Storage:**

No items will be stored in garage, patios, or balconies. Only those items, which beautify (plants and flowers) or are associated with leisure (lounge chairs), will be permitted on the decks or balconies. Bicycles, toys, etc. must be stored within the condominiums. Information on rental storage facilities can be obtained at the office.

**8. Cleaning:**

Cleaning of landings, balconies, and decks shall be the responsibility of the occupants. No rugs or dust mops will be shaken out of the doorways or from balconies. No articles of clothing, towels, rugs, etc. will be hung from the balconies or patio enclosures.

**9. Barbecuing:**

No barbecuing will be permitted on balconies or patios. A barbecue facility is located in the common area and is available for this purpose.

**10. Parking:**

Space is available for two (2) personal (non-commercial), operable vehicles for each Condominium. One (1) space is assigned under cover and one (1) is un-assigned in the open parking areas. Several covered spaces are available for rent for additional vehicles. No abandoned and/or inoperable vehicles will be permitted on the premises. Vehicles not registered to an Owner/Tenant residing in the Condominium will not be permitted except those of guests. No mobile home, trailer, permanent tent or similar structure, and no truck, camper, boat and/or vehicles with double axles in back exceeding limitations of parking spaces will have domicile anywhere on the premises. In general, vehicle dimensions are governed by parking space dimensions and ease of entrance into and ease of entrance into and egress from the vehicle. Except for bona fide emergency repairs, no vehicle shall be maintained, constructed, reconstructed, or repaired upon any property covered by this Declaration. No Owner/Tenant commercial vehicles will be allowed in the unassigned, open parking areas. Commercial vehicles parking temporarily while engaged in service to an Owner/Tenant and/or the Board's representative are permitted. No motor vehicle shall be parked upon any portion of the property covered by this Declaration other than areas designated for parking on the Condominium Plan. Violation of this rule may result in the offending vehicle being towed away at the Owner/Tenant's expenses.

**11. Maintenance of Vehicle:**

No vehicle will be serviced, washed, painted, or repaired on the premises. Owner/Tenant is responsible for any oil leaks and/or other discharges. Homeowner shall be charged for any cleaning deemed necessary by the Board or the Board's representative.

**12. Food and Beverages:**

Authorized consumption of food or beverages in the common areas will be limited to the area in front of the Cabana. Beverages in non-breakable plastic containers are permitted at pool side.

**13. Recreation Room:**

The Cabana is available for use between the hours of 10:00 AM and 10:00 PM. Permission must be obtained from the office with reasonable notice. A deposit of thirty-five dollars (\$35.00) is required, of which twenty-five dollars (\$25.00) is refundable if the facilities are left clean and orderly. Any damages will be assessed to the Homeowner and/or user.

**14. Pool Rules:**

We stress that pool hours are from 8:00 AM to 10:00 PM. All minors MUST be accompanied by a parent or guardian who is a permanent Owner/Tenant. A permanent Owner/Tenant must accompany all guests. No raucous behavior, running, etc. that could cause injury or discomfort to any Owner/Tenant will be permitted. No floating mats, balls, etc. glass, or breakable material will be permitted in the pool area. No lifeguard is on duty at any time. Anyone utilizing the pool does so at their own risk: and by signing a copy of these Rules and Regulations, agrees to indemnify, hold harmless, defend and protect the Association and its members, officers, directors, and employees from any and all claims related to pool use by the signer hereof and by the signer's spouse, children, guests, tenants, and/or invitees.

**15. Right of Entry:**

In case of an emergency (leaking water, fire, etc.) the Board's representative may, by himself or in the company of others, enter the Condominium in order to solve the problem at any time. Routine maintenance and/or inspection will be made only after twenty-four (24) hour notice is given to Occupant.

**16. Laundry:**

Laundry facilities are available. It is the responsibility of the user to assist in keeping the facility clean and sanitary. No laundry will be stored or permitted to dry outside of the regular dryers.

**17. Litter:**

It is advantageous to all Owners/Tenant to keep the common areas free from litter. Police the areas you use. Fines may be imposed on repeat offenders.

**18. T.V. Antennas and Satellite Dishes:**

Visible T.V. Antennas and Satellite Dishes in the common areas are not permissible.

**19. Infractions of the Rules:**

All residents are required to uphold these Rules and Regulations. Blatant and dangerous infractions could be very serious and unnecessarily costly to all of us and should be reported to the Board.

**20. Speeding:**

No vehicle shall operate on the Association real property at a speed greater than ten (10) miles per hour.

**21. Moving and Supply Trucks:**

No tractor trailer, moving vans, or supply trucks having an unloaded gross vehicle weight greater than five (5) tons will be permitted on the premises. Small transfer trucks must be used. Any damage to the facilities (i.e. the blacktop) will be charged to the Owner/Tenant regardless of the size of any vehicle utilized.

**22. Keys:**

In preparation of a possible emergency, all individual condominium door locks should be keyed to the master key.

**23. Signing Prior to Occupancy:**

A COPY OF THESE RULES AND REGULATIONS, SIGNED BY ANY AND ALL NEW OWNERS/TENANTS MUST BE PRESENTED TO THE BOARD OF DIRECTORS OR THEIR REPRESENTATIVE PRIOR TO OCCUPANCY.

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**Owner:**

I have read these rules and regulations and I understand their purpose. I agree to abide by them and I understand that I may be subject to penalties for any infraction thereof **TENANTS AND OWNERS ARE BOTH DIRECTLY RESPONSIBLE** for all charges in C. C. & R's including but not limited to, Association dues (see C.C.&R.'s)

Owner: \_\_\_\_\_ Dated: \_\_\_\_\_  
Owner: \_\_\_\_\_ Dated: \_\_\_\_\_

**Owner if Condominium is rented:**

I have read these rules and regulations and I have informed my prospective Tenant(s) of the seriousness of abiding by these rules and regulations. I also understand that I will be responsible to see that these rules and regulations are adhered to and that I can be subject to penalties if I do not control my Tenant(s). I will evict any tenant(s) in breach of any of these rules and regulations, if so directed by the Association's Board of Directors.

Owner: \_\_\_\_\_ Dated: \_\_\_\_\_  
Owner: \_\_\_\_\_ Dated: \_\_\_\_\_

**Tenant:**

As a tenant of unit # \_\_\_\_\_, I have been advised of my responsibilities in adhering to the above rules and regulations. I fully understand the penalties that may be assigned to me should I not conform to these rules and regulations. I understand that the faithful performance of these rules and regulations is a condition of my continued tenancy under my lease or rental agreement

Tenant: \_\_\_\_\_ Dated: \_\_\_\_\_  
Tenant: \_\_\_\_\_ Dated: \_\_\_\_\_

Declaration. The Association shall have the power to enter into any and all contracts for the management, maintenance and control of the common area not inconsistent with this Declaration, and to delegate its duties or assign its rights relative to control and management of the common area to a management agent; provided, however, that any contract with a firm or person appointed as managing agent shall not exceed a one (1) year term; shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association; and to terminate the same for cause on thirty (30) days' written notice, or without cause on ninety (90) days' written notice, and without payment of a termination fee in either event.

B. Removal of Rubbish. To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from the subject property and from any unit and to take such action with reference to such units as may be necessary or desirable to keep such and the subject property neat and in good order; and to make and collect additional charges therefor in the manner set forth in Article IV, Section 5 of this Declaration.

C. Payment of Taxes. To the extent not paid by the several owners thereof, to pay all real property taxes and assessments levied upon any part or portion of the subject property by a duly authorized governmental or quasi-governmental authority, and to discharge any tax lien levied on any portion of the subject property.

D. Insurance. To purchase, carry, and at all times maintain in force insurance covering all of the common areas (including that portion of the common area which is immediately adjacent to the outer perimeter of the unit as defined by Article II, Section 5 herein) and the improvements thereon and to the appurtenances thereto in such amounts and with such endorsements and coverage as shall be considered sound insurance coverage for like structures, locations and developments in Monterey County, California, including but not limited to, fire insurance, general liability insurance for personal injuries, insurance for the Board of Directors for their ordinary negligence, and such other forms of insurance as shall be deemed from time to time necessary or desirable by the Board. Each owner shall be expected to and shall maintain insurance regarding damage to any personal property and fixtures stored or maintained by them in the individual units or storage areas, and the Association and Board of Directors shall not be held liable for any loss occasioned by any owner's failure to procure such insurance. Each insurance policy purchased by said owners shall name the Association as an additional insured therein such that the Association shall be given at least ten (10) days' prior written notice of any cancellation or change in the terms of said insurance policy.

more than one (1) day shall be considered a separate infraction for each and every day that the infraction is continued unabated after written notice thereof. There shall be no written notice necessary in order to assess fines in regard to the initial violation of the Ground Rules. The Board may annually or more often fix and establish the amount of such special charge and assessment against any such unit including in the amount thereof the costs of such cleanup work on such unit or the fine; provided, however, that such special charge and assessment shall only be made when the cost of the work done on such unit is greater than the ordinary proportionate amount of the funds which are available for such purpose out of the general charge and assessment, and provided further, that the charges and assessments collected from the owner of any such unit shall be and shall have been expended solely for the cleaning up and keeping good order of such unit. The Association may not undertake such repair or cleanup work, or levy an assessment pursuant to this provision for cleanup work and repair without first having given notice to said member of the alleged violations, delinquencies or deficiencies and providing said member the opportunity to be heard by the Board with respect to said alleged violations, delinquencies or deficiencies, which notice and opportunity to be heard shall be in the same manner in regard to Section 3 of Article V above.

Section 5. Limitations of Board and Association Liability. Neither the Association, its Board or any member or officer thereof, nor any of them, shall be liable to any owner, Association member, or any licensee, permittee or tenant of any Association member or owner for any failure to provide any service or perform any duty, function or responsibility designated or provided in this Declaration or the Bylaws to be performed by the same, or for injury and/or damage to persons or property caused by fire, explosion, the elements or by another owner or person in the project or resulting from electricity, water, rain, dust or sand which may leak or flow from any project property or from any pipes, drains, conduits, appliances or equipment, or from any other place or cause unless caused by the willful misconduct of the person or entity seeking the benefit of this limitation of liability.

Section 6. Indemnification. The Association and each owner thereof will indemnify, hold harmless and defend the Board (and each member thereof) and the officers of the Association (and each of them) against all expenses, claims, and liabilities, including but not limited to, attorneys fees, costs and expenses and damages, reasonably incurred by such person or persons in connection with any proceeding to which he may be a party, by reason of his being or having been a Board member or officer of the Association, except in such cases where he has committed a willful misfeasance or malfeasance in the performance of his duties.