

*Oak Park Calabasas
Condominium Association*



Rules and Regulations

Revised and Amended
December 2007

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Introduction

The Board of Directors of Oak Park Condominium Association has reviewed and adopted the following Rules and Regulation effective November 19, 2007. These rules supersede in their entirety any other versions of Rules and Regulations that have previously been published.

These Rules and Regulations along with their enforcement procedures have a two-fold purpose. **Firstly**, they are intended to create a pleasant and congenial living environment for all resident and their guests. **Secondly**, they help to implement the purposes of our condominium association, as stated by the Supreme Court of California.

The Court recognized that the overall function of condominium associations is to “protect and enhance the project and its economic value”. The Court declared that these associations may adopt regulations on the behavior of their residents, that are sufficiently stringent to protect and enhance property values. According to the Court, condominium associations need not tolerate residents, or their guests, who damage property, injure others, or who are otherwise disruptive.

The Board of Directors considers it essential that all members of the association and their tenants familiarize themselves with these Rules and Regulations. The Board of Directors is committed to ensure these Rules and Regulations are adhered to. Your cooperation in supporting the following rules will contribute significantly to the protection of the rights and privileges of all.

General Community Rules

1. Owners who purchase or rent out a unit in Oak Park must, within two weeks of move-in, complete a **resident registry** form, which is available at the Club House.
2. Radios, stereos, televisions and other video and **audio devices** within or outside the living units should be kept at undisturbing listening levels at all times. Musical instruments may be played only from 9:00 AM until 9:00 PM.
3. Aluminum foil, paper, sheets, or other unattractive **window coverings** as substitutes for window shades, blinds, or drapes are prohibited. Unsightly **door mats** are also prohibited.
4. **Notices** limited to sale lease or rent, up to 60 words in length, may be displayed in the central directory located in the main entrance; contact the management company for placement. One **real estate sign** is permitted in one window of each unit. No **unauthorized** notices or signs are to be posted in the common areas. Any **exceptions** require management company permission.
5. No resident or owner shall, at his own expense or otherwise, make any **alteration**, addition, or modification to the building where his unit is located, or to any part or portion of the common area, without the prior written approval of the Association.
6. Interior heating and A/C **filters** should be changed, and dryer **vents** cleared, and **fire alarms** checked, by all residents twice per year.
7. The Association's **insurance** does not cover residents for their **personal liability** or for the value of the contents within their units or other storage areas. Residents and owners must obtain their own homeowners insurance.

Other Common Area Rules

8. No one is permitted to borrow or remove any **Association property**, equipment or furniture from the common areas.
9. No one is permitted on the **roofs** of buildings or carports, or on walls, fences, or patio/balcony railings. **Antennas** and roof **A/C** units and other devices may not be erected or serviced without prior approval by the management company.
10. No one shall (even temporarily) **shut off** power or water to other units for any reason. Contact the management company to permit and schedule any necessary outages.
11. No work of any kind, including electrical, shall be done upon the **exterior building walls** or common areas by any resident. All such work is solely the responsibility of the Association.
12. No one shall tamper with or attempt to adjust any **operating equipment**, timer, valve, electrical, gas or water connection in the common areas.
13. **Holiday** decorations are permitted only in season, for a period not to exceed two weeks before and after the holiday date. Any perishable items (pumpkins, etc.) must be removed promptly (to discourage animal pests).
14. No **decorations**, xmas lights, lawn ornaments, statues, feeders, etc., are permitted in the common areas.
15. Due to the fire hazard, use of decorative or scented **candles** is forbidden. For emergencies, use battery-powered lights instead of candles.

Permitted Activities

16. No **ball playing**, bike riding, skate boarding, roller skating, or similar activity is permitted on the condominium grounds. This includes entry areas, sidewalks, driveways, grassy areas, or any other open spaces. The unit owner will be responsible for any liability and or damage incurred.
17. No **picnicking** is permitted on condominium grounds. Only propane or electric **barbecues** (no charcoal or briquettes) may be used on patios or balconies. Damage or discoloration caused by the owner/resident will be charged to the homeowner by the Association.
18. No **loitering** or door-to-door **solicitations** are allowed in the complex.
19. **Seating** is allowed only in designated areas, where benches or chairs are provided.
20. In accord with city ordinances, **smoking** is prohibited in the common areas.
21. **Shopping carts** must not be left on the premises; return them immediately.
22. No chalking of pavements, tagging, or other **graffiti** will be tolerated.
23. **Laundry** hours are from 7:00 AM to 11:00 PM daily. User cooperation is essential to maintain clean laundry rooms. Laundry users must close and lock the door after each use. (This discourages loss of clothing as well as outside persons using our laundry facilities.) Remove clothes promptly at end of cycle.
24. **Keys** to the common area (laundries, club house, pool and other gates) must not be given or loaned to non-residents. There will be a \$50 charge for the replacement of lost or missing common area keys.

Pets

25. Dogs, cats, and other **domestic** pets are allowed in the complex provided they shall not disturb or annoy other residents. No animal may be kept upon any portion of the property either: (a) for commercial purposes; or (b) causing odor or noise that unreasonably disturbs the comfort of any resident.
26. Residents owning pets shall comply with all applicable laws and ordinances, including licensing, tags, leash law, and scooper laws. Any resident owning a pet shall keep it within the unit and shall not allow the pet outside unless the pet is on a **leash** held by a person capable of controlling the pet.
27. No pets are allowed in the pool area, Club House, or laundry rooms at any time.
28. It shall be a violation for the owner or person having charge of control of any dog to permit such dog to defecate and to allow the feces to remain upon any part of the property, including driveways, sidewalks, and lawns, unless that person shall immediately and securely enclose all feces deposited by the animal in a bag, wrapper, or other container and **dispose** of it in a sanitary manner.
29. Both the resident who owns the pet and the owner of the unit are **liable and responsible** for any and all personal injury or property damage caused by the pet.
30. The Association may require **removal** of any pet which creates a nuisance including, without limitation, excessive noise, barking, running loose, creating or contributing to unhealthy private or common area conditions, personal injury, or other damage.

Patios and Balconies

31. **Patios** (first floor) and **balconies** (second floor) are not legally a part of the condominium unit to which they are attached, but are “common areas” whose appearance and use is under the jurisdiction of the Association. The patios and entryways into your home directly reflect the outward appearance of our complex.
32. Except for well maintained doormats, no items shall be placed in **entryways** or under **stairways** – no shoes, bottle containers, boxes, personal item, toys, playground equipment, umbrellas, trash bags, and the like.
33. Acceptable patio and balcony **furniture** is limited to patio, lawn, or other outdoor furniture. Interior furniture, large preschool play equipment and adult exercise equipment are not permitted. Only propane or electric **barbecues** are acceptable (charcoal is not permitted due to discoloration of the patio walls).
34. No unsightly items, including towels, laundry, and the like may be hung anywhere within the patio or balcony area or on the **railings**. No **plants** are permitted on the patio railings (this causes damage to the paint). Dead plants must be removed immediately. Trellises shall not extend above the patio railing.
35. **Sunscreens** are limited to a single roll-up type in beige or natural color that extends the full width of the patio and does not extend below the railing. The Association can arrange at the owner’s expense for installation of an acceptable sunscreen.
36. **Privacy screens** (below the railing) are available from the management company for a nominal fee. No other type of such screening will be allowed.
37. Residents shall not use any part of their property in a way that causes a **nuisance** for their neighbors.
38. Residents shall maintain their entryways, stairs, patios, and balconies in a **clean and orderly** manner.

Traffic, Vehicles, and Parking

39. Vehicles parked illegally in driveways, fire lanes, or visitor or handicapped spaces will be **towed away** at the vehicle owner's expense without notice.
40. The speed limit in the complex is five (5) miles per hour. Stop signs must be observed. Unnecessary blowing of horns is prohibited.
41. No RV, motor home, commercial truck, or boat is permitted in the parking areas. Trailers, campers, or similar vehicles may be parked for no more than 24 hours.
42. No washing or **repair** of cars is permitted anywhere in the complex.
43. No **unlicensed** or unregistered vehicles shall be parked on the property.
44. Parking is only allowed in the **assigned space** for the resident's unit.
45. **Guest parking** is only for guests (visitors), not for residents. Guests must post a notice in the vehicle's front window stating the unit number of the resident being visited.
46. **Handicapped** spaces are intended for loading/unloading, not overnight parking. To avoid towing, a handicapped placard or license plate must be clearly visible.
47. All cars must be parked **face-in**. (This is for safety, and to eliminate fumes from staining the walls when the car is backed in.)
48. Spaces designated by the Association as **leased spaces** are only to be used by the lessee. Contact the management company to lease a space.
49. Carports are not to be used for storage of any kind, except as noted in the next section.

Storage

50. **Small items** may be stored in the outdoor **lockers** in the assigned parking space. Residents are advised that these lockers are not waterproof. Valuable or vulnerable items should not be stored in these lockers. Explosives or flammable materials must not be stored. Lockers should be securely padlocked. Owner will be responsible for any damage caused to storage units.
51. **Large items** (other than permitted vehicles) are forbidden to be stored anywhere in the parking spaces or structures.
52. External storage is available for **bicycles**; ask the management company for a key.
53. Storage of **any other kind** in the common areas is forbidden. Storage is not permitted on patios, balconies, entryways, and or under stairways. This includes bicycles, scooters, skate boards, brooms, mops, pails, play equipment, etc.
54. The Association is **not responsible** for theft or loss or damage to articles stored in the lockers or bike racks or any other common area storage places.

Trash

55. All trash must be put into the **bins**, not left on the ground. (Trash on the ground invites rodents and other scavenging animals.)
56. No **large items** such as sofas, refrigerators, mattresses, furniture, etc., are allowed at the trash sites. (The trash company will not pick them up.) To dispose of such items, call the management company for instructions.
57. If the trash bin closest to the door is full, use the second one. Do not **overload** the bins or leave trash on the ground. If all bins are full, call the management company.
58. Separate all trash that can be **recycled**, and deposit that into the green bins.

Swimming Pool and Spa

59. There is no **life guard** on duty. The **spa**, which is heated to approximately 104 degrees, affects blood pressure, pulse rate and other vital functions. Unsupervised use by children under the age of 14 is prohibited by state law.
60. All life preserving equipment in the pool and spa area is for **emergency** use only, not for play. Any misuse is strictly forbidden.
61. No rough, boisterous or offensive behavior or language will be allowed. Radios and other audio devices may be used in the pool area with ear phones or headsets only.
62. All **guests** must be accompanied by a resident adult. All **children** under 16 years of age must be accompanied by a parent or adult guardian.
63. Absolutely no **glass items** may be brought into the pool area.
64. All personal items and trash must be removed on leaving the area.
65. No rafts, floats, balls, **toys**, or styrofoam devices are permitted except for training flotation devices.
66. No cutoffs or diapers are permitted in the pool/spa. Wear appropriate **swim attire**.
67. The **furniture** must not be abused or removed from the area.
68. Pool **gates** must be closed and locked after entering or exiting. Propping gates open is dangerous, and strictly prohibited.
69. No **diving** or running is permitted in the pool/spa area.

Club House

70. For **reservations**, application forms, and lease agreements, contact the management company.
71. **Children** under the age of 16 must be accompanied by their parent or adult guardian. **Guests** must be accompanied by resident adults.
72. No wet swimsuits, towels, or gear are permitted in the club house.
73. Any social function held in the party area must conform to all Association and legal requirements.
74. The **party area** may be reserved for social purposes, provided that: a reservation is made at least fifteen (15) business days in advance; the resident/owner signs to acknowledge accountability for leaving the premises clean and undamaged; and a refundable security deposit of \$200 is made. A cleaning fee may be withheld from the deposit if justified.
75. **Guests** for parties or other social affairs are required to park on the street, not in the regular visitor parking spaces.

Enforcement of Rules

76. **Complaints** against residents who may not be complying with the Association's Rules and Regulations may be filed by any resident. Complaints must be in writing, and sent to the management company. It is imperative that the complaining person identify the non-compliant person or unit involved in order for the management company to proceed. Please specify the date and time of each incident, and pictures if available.
77. Should there be a **violation** of the Rules and Regulations, the Association will generate a warning letter mailed to the unit owner with a copy to the renter if applicable. If the violation is not corrected, an assessment may be charged. A homeowner receiving a warning or violation notice may **appeal** to the Association in writing.
78. Any resident who violates these rules shall be sent a **warning notice**. For each subsequent violation, a \$100 **assessment** will be imposed against the resident's unit, for each incident.
79. The management company, acting on behalf of the Association, will impose and collect **assessments** for rules violations.
80. The Association has the authority to take legal action to enforce the Rules and Regulations, including recovery of **attorney** fees and costs.
81. It is the responsibility of each homeowner to communicate the Association's Rules and Regulations to their families, **guests and tenants** and to ensure that they are followed.
82. When a **bad check** is issued, the Association will charge the offending resident/owner an additional \$100, plus any applicable late fees.