

# Oaknoll Condominium Association, Inc.

Age Restrictions, if any



**CondoCerts**

Age Restrictions: Section 4525(a)(2)

There is an age restriction within Oaknoll Condominium Association, Inc. Please see Article V, Section 5.6 and Article VI of the Declarations.

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel. The Association and its agents make no representations about the purpose or effect of these documents and the information they contain.

# Oaknoll Condominium Association, Inc.

Annual Budget Report or Summary  
Including Reserve Study



**CondoCerts**

**Oaknoll Condominium Association  
Budget for the Fiscal Year 2025-2026  
From April 1, 2025 to March 31, 2026**

	<b>Monthly per unit</b>
Monthly Assessments	\$560
<b>Operating Costs - 2025-2026</b>	
Landscaping including trees	\$200,000
Landscaping - non contract items	\$25,000
Irrigation Repairs	\$15,000
Pet waste stations/bags	\$3,000
Pool & Spa maintenance	\$10,000
Pool & Spa supplies and repairs	\$10,000
Elevator Contract Maintenance	\$31,000
Elevator Repairs/Testing/License	\$15,000
Janitorial Service Contract	\$56,000
Janitorial Service - 3-story bldg (floors and trash chutes)	\$2,500
Janitorial Supplies	\$5,000
General Repairs	\$25,000
Repairs - Stairs/Landings	\$5,000
Balcony and Patio repairs	\$10,000
Roof Repairs	\$20,000
Gutter repairs	\$3,000
Interior Repairs - Emergency	\$25,000
Carport repairs	\$5,000
Golf Cart Repair/maint	\$2,500
Lighting & Elect repair	\$10,000
HVAC Maint & Rep	\$2,500
Gas	\$20,000
Elec	\$75,000
Water	\$130,000
Sewer	\$1,200
Telephone	\$10,000
Answering Service	\$1,800
Website Support	\$1,000
Satellite TV & Internet	\$325,000

**Oaknoll Condominium Association  
Budget for the Fiscal Year 2025-2026  
From April 1, 2025 to March 31, 2026**

Fed Income Tax	\$23,000
State Income tax	\$8,000
Payroll tax	\$22,000
Payroll processing	\$7,500
Other taxes and licenses	\$1,500
<b>TOTAL FIXED EXPENSES</b>	<u><u>\$826,000</u></u>

COMBINED TOTAL EXPENSES	\$2,394,700
Monthly reserve contribution @ \$35000 mo	\$420,000
<b>Total Annual expenses as budgeted</b>	<u><u>\$2,814,700</u></u>

Divided by 12 months = monthly income needed	\$234,558
Divided by 419 units = monthly dues	\$560

# Oaknoll Condominium Association, Inc.

Approved Changes to Assessments



**CondoCerts**

Approved changes to assessments: Section 5300 and 4525 (a)(4),(8)

Approved changes to assessments may be found in Demand Statement.

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Articles of Incorporation



**CondoCerts**

# STATE OF CALIFORNIA



## OFFICE OF THE SECRETARY OF STATE

I, **EDMUND G. BROWN JR.**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the RECORD on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

JUL 11 1973



*Edmund G. Brown Jr.*

Secretary of State

6/23/73

684724

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California

JUL 10 1973

EDMUND G. BROWN, Secretary of State

By BILL HOLDEN  
Deputy

ARTICLES OF INCORPORATION  
OF

KLINGBEIL TOWNE HOMEOWNERS ASSOCIATION

ARTICLE I

The name of the corporation (hereinafter called the "Association") is KLINGBEIL TOWNE HOMEOWNERS ASSOCIATION.

ARTICLE II

The principal office for the transaction of the business of the Association is located in Ventura County, State of California.

ARTICLE III

This Association is organized pursuant to the General Nonprofit Corporation Law of the State of California.

ARTICLE IV

PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific primary purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Common Area and the Association Property, and operation of certain common facilities for the benefit of members

now or hereafter located within that certain property described as:

Lots 8 to 18 inclusive, 25 and 26  
Tract No. 2289, in the City of Thousand  
Oaks, county of Ventura, state of  
California, as per map recorded in  
book 62 page 64 of Maps, in the office  
of the county recorder of said county.

plus any additional property added by annexation in accordance with the Declaration referred to hereinbelow, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose.

In furtherance of said purposes, this Association shall have power to:

(a) perform all of the duties and obligations of the Association as set forth in that certain "Declaration Establishing a Plan of Condominium Ownership", hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Recorder of the County of Ventura, State of California;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and

other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real and personal property in connection with the affairs of the Association;

(d) borrow money, and only with the assent (by vote or written consent) of two-thirds (2/3) of each class of members mortgage, pledge, deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that, except as otherwise

permitted by the Declaration, any merger, consolidation or such annexation shall have the assent by vote of two-thirds (2/3) of each class of members or by the written consent of all of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the General Nonprofit Law of the State of California by law may now or hereafter have or exercise.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided interest in any condominium unit which is subject to covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership is appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, defined in Article V above, with the exception of the Declarant (as defined in the Declaration) and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

Class B. The Class B member shall be The Klingbeil Construction Company ("Declarant"), and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total Class A votes then existing equal the total Class B votes then existing; provided, however, that Class B voting rights shall be restored upon annexation of additional property resulting in addition of units.

(2) the expiration of ten (10) years from the date hereof; or

(3) the expiration of three (3) years after the date of the latest issuance by the Department of Real Estate, State of California of a Final Subdivision Public Report with respect to a portion of the property.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of six (6) Directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of temporary directors until the selection of their successors are:

Charles Slutskin                    473 Jackson Street  
San Francisco, Ca.

William G. Brangham                473 Jackson Street  
San Francisco, Ca.

Frances L. Stapleton               473 Jackson Street  
San Francisco, Ca.

Al Debbas                            473 Jackson Street  
San Francisco, Ca.

Edward Eichler                      473 Jackson Street  
San Francisco, Ca.

Robert Cheatham                    111 Sutter Street  
San Francisco, Ca.

At the first annual or special meeting, to be held not later than six (6) months after the sale by Declarant of the first unit, the members shall elect six (6) Directors. They shall elect two (2) for a term of three (3) years, two (2) for a term of two (2) years, and two (2) for a term of one (1) year, and at each annual meeting thereafter, elect two (2) directors for a term of three (3) years.

#### ARTICLE VIII

#### DISSOLUTION

Upon dissolution of the Association, the assets of the Association that are remaining after any distribution to the members in accordance with the Declaration shall be distributed to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.

#### ARTICLE IX

#### AMENDMENTS

Amendment of these Articles shall require the

assent (by vote or written consent) of members representing 75% or more of the voting power.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators and initial six (6) directors of this Association, have executed these Articles of Incorporation this 6 day of June, 1973.

Charles Huffman  
William C. Baumgardner

James J. Knight

Al. Debbas

Shuttle

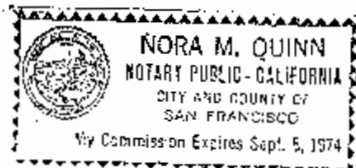
FRUNCE

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SAN FRANCISCO            )

On this 26<sup>th</sup> day of April, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared CHARLES SLUTZKIN, WILLIAM G. BRANHAM, FRANCES L. STAPLETON, AL DEBBAS, EDWARD EICHLER and ROBERT CHEATHAM, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and on the day and year first above written.

Nora M. Quinn  
Notary Public  
State of California



# STATE OF CALIFORNIA



## OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

AUG 11 1975



*March Fong Eu*

Secretary of State

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF

KLINGBEIL TOWNE HOMEOWNERS ASSOCIATION

The undersigned, PAUL Z. ROSE and FAITH BARTON,  
hereby do certify:

I.

That they are the President and Secretary, respectively, of Klingbeil Towne Homeowners Association, a California nonprofit corporation.

II.

That on May 22, 1975 by unanimous written consent given pursuant to Article V Section 5 of the by-laws of the Association, the Board of Directors of the Association duly adopted the following resolutions:

RESOLVED, that Article I of the Articles of Incorporation of Klingbeil Towne Homeowners Association, a California nonprofit corporation, which presently reads as follows:

"The name of the corporation (hereinafter called the "Association") is KLINGBEIL TOWNE HOMEOWNERS ASSOCIATION."

shall be amended to read as follows:

"The name of the corporation (hereinafter called the "Association") is OAKNOLL CONDOMINIUM ASSOCIATION."

RESOLVED, that Article VII of the Articles of Incorporation of Klingbeil Towne Homeowners Association, a California corporation, which presently reads as follows:

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California  
MARCH 2 - 1975  
MARCH 20 1975  
By JAMES E. HARRIS  
Deputy

"The affairs of this Association shall be managed by a Board of six (6) directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of temporary directors until the selection of their successors are:

Charles Slutzkin  
473 Jackson Street  
San Francisco, California

William G. Brangham  
473 Jackson Street  
San Francisco, California

Francis L. Stapleton  
473 Jackson Street  
San Francisco, California

Al Debbas  
473 Jackson Street  
San Francisco, California

Edward Eichler  
473 Jackson Street  
San Francisco, California

Robert W. Cheatham  
111 Sutter Street  
San Francisco, California

"At the first Annual or Special Meeting, to be held not later than six (6) months after the sale by Declarant of the first unit, the members shall elect six (6) directors. They shall elect two (2) for a term of three (3) years, two (2) for a term of two (2) years, and two (2) for a term of one (1) year, and at such Annual Meeting thereafter, elect two (2) directors for a term of three (3) years."

shall be amended to read as follows:

"The affairs of this Association shall initially be managed by a Board of six (6) directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of temporary directors until the selection of their successors are:

Charles Slutzkin  
473 Jackson Street  
San Francisco, California

William Brangham  
473 Jackson Street  
San Francisco, California

Francis L. Stapleton  
473 Jackson Street  
San Francisco, California

Al Debbas  
473 Jackson Street  
San Francisco, California

Edward Eichler  
473 Jackson Street  
San Francisco, California

Robert W. Cheatham  
111 Sutter Street  
San Francisco, California

"From and after the first Annual Meeting, to be held not later than six (6) months after the sale by Declarant of the first unit, the Board shall consist of five (5) directors elected by the members. The members shall elect two (2) directors for terms of three (3) years each and three (3) directors for terms of two (2) years each and at each Annual Meeting thereafter, elect for a term of three (3) years each, successors to any directors whose terms then expire."

### III.

That the Articles of Incorporation provided that an amendment thereto requires the vote or written consent of members representing 75% or more of the voting power of the Association. That said Amendment was approved by the written consent of Owners holding more than 75% of the voting power of the Association, and that the wording of the Amendment to the Articles as set forth in the form of written consent executed by said Owners is the same as that set forth in the Board of Directors' resolution described in Article I hereof.

### IV.

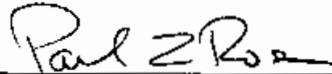
That on May 22, 1975 the Association had members of unequal voting power, and that the total number of votes entitled

to be for or consent to the Amendment is 386.

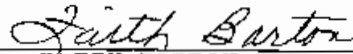
V.

That the number of votes cast for or consenting to the Amendment was 336.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 22nd day of May, 1975.



PAUL Z. ROSE  
President

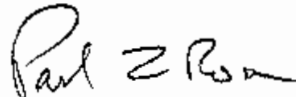


FAITH BARTON  
Secretary

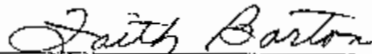
VERIFICATION UNDER PENALTY OF PERJURY

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are of his or her own knowledge true and correct.

Executed at Thousand Oaks, California, on May 22, 1975.



PAUL Z. ROSE  
President



FAITH BARTON  
Secretary

**RECEIPT**

Issuing Certificate of Reservation  
For Corporate Name ..... \$4.00

Special Handling:

REC-179

MAY 13 1975

Cox, et al'  
Julie Caput  
1800 Century Park East Suite 200  
Los Angeles, Ca. 90067

Cox, Casile,  
Nicholson & Weekes

**Nº 06853**



I, MARCH FONG EU, Secretary of State of the State of California, do hereby certify that the name:

OAXNOLL CONDOMINIUM ASSOCIATION

is not one which is likely to mislead the public and is not the same as, and does not resemble, so closely as to tend to deceive the name of a corporation formed under the laws of this State, or the name of a corporation not incorporated under the laws of this State which is authorized to transact intrastate business in this State, or a name which is under reservation, as provided in Section 310 of the Corporations Code of this State, and that this name is hereby reserved for a period of sixty days commencing on the date hereof for the use of the applicant for this certificate.



Issued May 6, 1975

*March Fong Eu*  
Secretary of State

# Oaknoll Condominium Association, Inc.

Assessment and Reserve Funding  
Disclosure Summary



**CondoCerts**

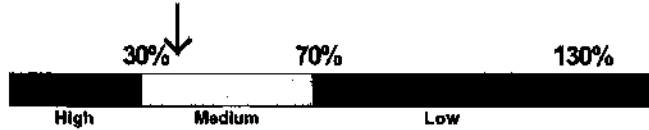
**3- Minute Executive Summary**

**Association:** Oaknoll Condominium Association **Assoc. #: 132-21**  
**Location:** Thousand Oaks, CA **# of Units: 419**  
**Report Period:** April 1, 2020 through March 31, 2021

**Findings/Recommendations as-of: April 1, 2020**

<b>Projected Starting Reserve Balance</b>	<b>\$1,208,855</b>
<b>Current Fully Funded Reserve Balance</b>	<b>\$3,111,405</b>
<b>Average Reserve Deficit (Surplus) Per Unit</b>	<b>\$4,541</b>
<b>Percent Funded</b>	<b>38.9 %</b>
<b>Recommended 2020 Monthly Reserve Contributions</b>	<b>\$38,400</b>
<b>Recommended 2020 Special Assessments for Reserves</b>	<b>\$0</b>
<b>Budgeted Monthly Reserve Contribution Rate</b>	<b>\$25,000</b>

**Reserves % Funded: 38.9%**



**Special Assessment Risk:**

**Economic Assumptions:**

<b>Net Annual "After Tax" Interest Earnings Accruing to Reserves</b>	1.00 %
<b>Annual Inflation Rate</b>	3.00 %

This is a No-Site Visit update based on a prior Reserve Study prepared by Association Reserves, Inc. for your 2019/2020 Fiscal Year. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist (RS #266).

Because your Reserve Fund is (between 30-70%) at 38.9 % Funded, this represents a fair Reserve position. Associations in this range have a Medium risk of Reserve cash-flow problems (such as special assessments and/or deferred maintenance) in the near future.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions.

Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and gradually bring your association closer to the "Fully Funded" (100%) level.

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>General Common Area</b>			
103 Concrete Walkways - Repair	1	0	\$16,450
201 Asphalt - Rem. & Rep. (St. Charles)	25	6	\$59,500
201 Asphalt - Remove & Replace	25	3	\$543,000
202 Asphalt - Seal/Repair (All Streets)	5	0	\$37,000
320 Pole Lights - Replace	30	0	\$165,000
321 Street Lights - Replace	35	2	\$81,000
324 Carport Lights - Replace	20	0	\$5,250
404 Park Benches - Partial Replace	2	0	\$2,800
503 Dog Park Fence - Replace	30	21	\$4,100
505 Vinyl Trash Gates - Replace	30	19	\$12,000
509 Carport Storage Bins - Part. Repair	10	7	\$25,500
787 Security Camera System - Replace	10	8	\$12,100
1001 Backflow Device - Partial Replace	3	0	\$9,250
1003 Irrigation System - Refurbish	15	4	\$23,500
1004 Irrigation Controllers - Replace	20	14	\$64,500
1301 Carport Roofing - Replace (A)	15	1	\$52,000
1301 Carport Roofing - Replace (B)	15	3	\$38,000
1301 Carport Roofing - Replace (C)	15	0	\$124,500
1301 Carport Roofing - Replace (D)	15	9	\$7,800
1301 Carport Roofing - Replace (E)	15	12	\$18,800
1301 Carport Roofing - Replace (F)	15	13	\$8,000
1403 Street Signs - Replace	15	9	\$7,050
1810 Utility Vehicles - Partial Replace	5	3	\$8,200
<b>Clubhouse &amp; Recreation Buildings</b>			
303 HVAC Unit - Replace Condenser (A)	15	0	\$7,950
303 HVAC Unit - Replace Condenser (B)	15	1	\$7,950
303 HVAC Unit - Replace Condenser (C)	15	0	\$7,950
303 HVAC Unit - Replace Condenser (D)	15	3	\$4,650
303 HVAC Unit - Replace Heater (A)	25	10	\$4,150
303 HVAC Unit - Replace Heater (B)	25	11	\$2,050
303 HVAC Unit - Replace Heater (C)	25	0	\$2,300
303 HVAC Unit - Replace Heater (D)	25	13	\$3,050
325 Interior Lights - Replace	10	0	\$3,700
507 Recycle Enclosure Arbor - Replace	20	15	\$12,000
601 Carpeting - Replace	10	6	\$2,400
601 Stained concrete - Repair	40	36	\$5,250
603 Tile Floor - Replace	30	22	\$2,650
603 Tile Flooring - Replace (Exterior)	30	19	\$3,450
603 Tile Flooring - Replace (Interior)	30	1	\$20,050
803 Water Heater - Replace (Clubhouse)	15	0	\$2,550
803 Water Heater - Replace (Rec Bldg)	15	0	\$2,550
903 Furnace - Partial Replace (50%)	10	6	\$13,150
910 Clubhouse/Rec Building - Remodel	10	6	\$47,500
910 Gym Equipment - Replace	10	1	\$8,950
912 Copy Machine - Replace	7	4	\$7,500
930 Fireplace - Replace	20	9	\$2,650

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1110 Interior Surfaces - Repaint	10	0	\$18,150
1304 Tile Roofing - Underlayment	30	16	\$38,500
<b>Pool &amp; Spa Area</b>			
106 Pool Deck Coping - Reseal/Repair	5	0	\$3,700
404 Pool Pumps - Partial Replace	2	0	\$3,500
407 Gas BODs - Replace	10	0	\$3,800
507 Wood Trellis - Replace	20	9	\$7,400
802 Solar Hot Water - Repair	10	2	\$1,000
1202 Pool - Resurface	12	0	\$10,850
1203 Spa - Resurface	6	0	\$4,800
1207 Pool Filters - Replace	12	0	\$2,800
1207 Spa Filter - Replace	12	0	\$1,200
1208 Pool Heater - Replace	10	7	\$4,100
1208 Spa Heater - Replace	10	2	\$3,250
1210 Pool/Spa Pump - Partial Replace	5	0	\$2,000
<b>Residential Buildings</b>			
104 Walkway Decks - Recoat	5	3	\$72,500
107 Walkway Decks - Resurface (1)	20	4	\$86,500
107 Walkway Decks - Resurface (2)	20	5	\$86,500
107 Walkway Decks - Resurface (3)	20	6	\$86,500
108 Balcony Decks - Partial Repairs	1	0	\$15,000
304 Light Fixtures - Replace	25	0	\$48,000
403 Mailboxes - Replace	20	2	\$30,500
503 Iron Fence/Rail - Repair/Replace 20%	10	2	\$18,900
506 Patio Vinyl Fencing - Replace	35	20	\$130,500
517 Wood Surfaces - Partial Replace	15	4	\$189,000
528 Staircases - Partial Replace	40	37	\$115,500
529 Staircases - Partial Repair	10	7	\$10,500
702 Utility Doors - Partial Replace	12	0	\$18,750
707 Trash Chute Doors - Part. Replace	30	0	\$28,200
708 Trash Bins - Replace	40	38	\$40,000
803 Water Heaters - Partial Replace	4	0	\$27,600
1107 Iron Fence/Rail - Repaint	5	0	\$23,000
1111 Interior Surfaces - Repaint	15	4	\$67,000
1115 Stucco - Repaint	15	11	\$228,000
1118 Wood Surfaces - Repaint	5	1	\$180,000
1301 Flat Roofs - Replace	18	4	\$577,000
1304 Tile Roofing - Partial Repair	1	0	\$58,000
1801 Elevators - Modernize (2004)	30	14	\$100,000
1801 Elevators - Modernize (2006)	30	16	\$299,500
1801 Elevators - Modernize (2011)	30	21	\$200,000
1802 Elevator Cab Floors - Remodel	20	9	\$5,350
1802 Elevator Cab Panels - Remodel	20	0	\$82,000
1803 Fire Alarm System - Modernize	20	0	\$83,000
<b>87 Total Funded Components</b>			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

# Oaknoll Condominium Association, Inc.

Assessment Enforcement Policy



**CondoCerts**

Assessment enforcement policy: Section 5310 and 4525 (a)(4)

Assessment enforcement policy may be found in Rules and Regulations, Bylaws, or Demand Statement

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Bylaws



**CondoCerts**

**RESTATED BYLAWS**

**OF**

**OAKNOLL CONDOMINIUM ASSOCIATION,**

**A California Nonprofit Mutual Benefit Corporation**

**TABLE OF CONTENTS**

1. NAME, PURPOSE, PRINCIPAL PLACE OF BUSINESS.....1

    1.1. Name of Corporation.....1

    1.2. Corporation Is Nonprofit and an Association .....1

    1.3. Specific Purpose .....1

    1.4. Principal Place of Business .....1

2. DEFINITIONS.....1

    2.1. Declaration .....1

    2.2. Other Definitions.....1

3. MEMBERSHIP.....2

    3.1. Members of the Association.....2

    3.2. Qualifications, Rights and Privileges, and Obligations of Membership.....2

4. MEMBERSHIP VOTING .....2

    4.1. One Class of Membership .....2

    4.2. Member Voting Rights.....2

        (a) One Vote Per Unit.....2

        (b) Joint Owners .....2

    4.3. Eligibility to Vote.....2

        (a) Good Standing.....2

        (b) Suspension of Voting Rights .....3

    4.4. Manner of Casting Votes.....3

        (a) In General.....3

        (b) No Proxy Voting.....3

        (c) Cumulative Voting.....3

    4.5. Written Ballots .....3

        (a) Meaning of "Written Ballots".....3

        (b) Written Ballots, Generally .....3

        (c) Balloting Time Requirements .....3

        (d) Content of Written Ballots.....4

        (e) Requirements for Valid Member Action by Written Ballot .....4

        (f) Solicitation Rules.....4

        (g) Additional Balloting Procedures.....5

        (h) Notification of Results of Balloting Process.....5

        (i) Prohibition of Revocation.....5

        (j) Conduct of Informational Meetings.....5

    4.7. Majority Vote of Members Represented at Meeting Required for Valid Action.....5

    4.8. Action By Unanimous Written Consent.....5

5. MEMBERSHIP MEETINGS .....	6
5.1. Place of Meeting.....	6
5.2. Annual Meeting.....	6
5.3. Special Meetings .....	6
(a) Persons Entitled to Call Special Meetings .....	6
(b) Procedures for Calling Special Meetings Requested by Members.....	6
5.4. Notice of Members' Meetings.....	6
(a) Requirement That Notice Be Given.....	6
(b) Time Requirements For Notice.....	6
(c) Minimum Requirements Regarding Content of Notice .....	7
(d) Specification Of Certain Significant Actions .....	7
(e) Manner Of Service .....	7
(f) Affidavit Of Mailing.....	7
5.5. Quorum Requirements .....	8
(a) Quorum Requirements Generally .....	8
(b) Effect Of Departure Of Members From Meeting .....	8
5.6. Waiver Of Notice Or Consent By Absent Members.....	8
(a) Waivers And Consents, Generally .....	8
(b) Effect Of A Member's Attendance At A Meeting.....	8
5.7. Record Dates For Member Notice, Voting, and Giving Consents.....	9
(a) Record Dates Established By The Board.....	9
(b) Failure Of Board To Fix A Record Date .....	9
6. MEMBERSHIP RIGHTS .....	10
6.1. Use And Enjoyment Of Common Areas and Association Property By Members And Family .....	10
6.2. Delegation Of Rights To Tenants And Lessees .....	10
6.3. Invitees And Guests .....	10
6.4. Association Rules And Regulations.....	10
6.5. Member Discipline.....	10
(a) Notice of Meeting .....	11
(b) Notice of Discipline .....	11
(c) Termination, Suspension.....	11
7. BOARD OF DIRECTORS .....	11
7.1. General Association Powers.....	11
7.2. Number And Qualification Of Directors.....	11
7.3. Term Of Office.....	11
7.4. Nomination Of Directors.....	11
(a) Candidates Selected By Nominating Committee.....	12
(b) Self-Nomination and Nominations From The Floor.....	12
(c) Petition Procedure.....	12
(d) Good Standing Requirement.....	12
(e) Rules Established By Board.....	12

7.5. Election Of Directors .....	12
(a) Directors Elected At Annual Meeting.....	12
(b) Determination Of Election Results; Succession To Office .....	12
(c) Supervision Of Election Process.....	12
7.6. Vacancies On Board.....	13
(a) Vacancies, Generally .....	13
(b) Resignation Of Directors .....	13
(c) Removal Of Directors By Board.....	13
(d) Removal Of Directors By Members .....	14
(e) Protection Of Cumulative Voting Rights.....	14
(f) Filling Of Vacancies.....	14
(g) Reduction In Number Of Directors .....	14
8. BOARD MEETINGS .....	14
8.1. Place Of Meetings .....	14
(a) Meeting Defined .....	14
(b) Regular And Special Meetings .....	15
(c) Alternative Location By Written Consent .....	15
(d) Emergency Meetings .....	15
8.2. Annual Meeting Of Directors.....	15
8.3. Other Regular Meetings .....	15
8.4. Special Meetings Of The Board.....	15
8.5. Notice Of Board Meetings .....	15
(a) Manner Of Giving Notice To Directors .....	15
(b) Notice Contents.....	16
(c) Members' Rights To Receive Notice Of Board Meetings.....	16
8.6. Attendance By Members; Common Interest Development Open Meeting Act Provisions .....	17
(a) Meetings Generally Open To Members.....	17
(b) Rights Of Members To Speak At Meetings.....	17
(c) Executive Sessions .....	17
(d) Board Meeting Minutes .....	17
8.7. Quorum Requirements .....	17
8.8. Adjournment.....	18
8.9. Protocol At Board Meetings.....	18
9. DUTIES AND POWERS OF THE BOARD.....	18
9.1. Specific Powers .....	18
9.2. Limitations On Powers Of The Board.....	20
(a) Prohibited Actions.....	20
(b) Board Actions Requiring Member Approval.....	20
9.3. Compensation.....	20

10. COMMITTEES.....	21
10.1. Committees Of Directors .....	21
10.2. Meetings And Actions Of Committees .....	21
11. OFFICERS .....	22
11.1. Enumeration Of Officers .....	22
11.2. Election Of Officers .....	22
11.3. Subordinate Officers .....	22
11.4. Removal Of Officers .....	22
11.5. Resignation Of Officers .....	22
11.6. Vacancies .....	22
11.7. President.....	22
11.8. Vice President .....	22
11.9. Secretary.....	23
11.10. Treasurer.....	23
12. MEMBER ASSESSMENT OBLIGATIONS AND ASSOCIATION FINANCES.....	23
12.1. Description Of Assessments To Which Owners Are Subject .....	23
12.2. Checks .....	23
12.3. Operating Account .....	24
12.4. Other Accounts.....	24
12.5. Budgets And Financial Statements .....	24
(a) Budget .....	24
(b) Year-End Report.....	25
(c) Annual Statement Regarding Delinquency/Foreclosure Policy.....	26
(d) Review Of Accounts .....	26
12.6. Required Reserve Studies.....	26
12.7. Notification To Members Regarding Insurance Maintained By The Association.....	26
(a) Scope Of Required Summary Disclosures.....	26
(b) Use Of Policy Declaration Page to Comply with Summary Disclosure Requirements.....	27
(c) Times When Insurance Summaries Must Be Provided .....	27
(d) Notification Of Cancellation.....	27
(e) Manner Of Delivery Of Insurance Summaries And Cancellation Notices.....	27
12.8. Alternative Dispute Resolution (ADR) Disclosure.....	27
12.9. Statement Of Outstanding Charges .....	28
12.10. Annual Notice Regarding Assessments And Foreclosure.....	28
12.11. Disclosure Of Schedule Of Fines Or Other Monetary Penalties.....	28
13. INDEMNIFICATION.....	28
13.1. Indemnification Of Association .....	28
13.2. Indemnification By Association Of Directors And Officers.....	28
13.3. Advancement Of Expenses .....	29
13.4. Insurance .....	29

14. MISCELLANEOUS .....	29
14.1. Inspection Of Books And Records .....	29
(a) Member Inspection Rights .....	29
(b) Adoption Of Reasonable Inspection Rules .....	29
(c) Director Inspection Rights .....	29
14.2. Manager .....	29
14.3. Corporate Seal .....	30
14.4. Parliamentary Procedure .....	30
14.5. Amendment Or Repeal Of Bylaws .....	30
14.6. Delivery Of Notice .....	30
14.8. Construction and Definitions .....	30

**FIRST RESTATED BYLAWS**

**OF**

**OAKNOLL CONDOMINIUM ASSOCIATION,  
a California Nonprofit Mutual Benefit Corporation**

**ARTICLE 1**

**NAME, PURPOSE, PRINCIPAL PLACE OF BUSINESS**

Section 1.1. Name Of Corporation. The name of this corporation is Oaknoll Condominium Association and shall be referred to herein as the "Association."

Section 1.2. Corporation Is Nonprofit And An Association. The Association is a California "nonprofit mutual benefit corporation" organized under California Corporations Code ("Corporation Code") sections 7110, *et seq.* as those statutory provisions may be amended from time to time, and an "association" as that term is defined in section 4080 of the California Civil Code ("Civil Code").

Section 1.3. Specific Purpose. The specific and primary purpose of the Association shall be to operate, repair, maintain and manage the Common Area and Association Property within the Oaknoll Condominium real estate common interest development located in the City of Thousand Oaks, County of Ventura, State of California; to maintain the individual Condominium Units to the extent and in the manner more particularly described in the Declaration; to enforce the terms and conditions of the Declaration and the Rules and Regulations adopted and amended from time to time by the Board of Directors; and to otherwise enhance and promote the use and enjoyment of the Common Areas and Association Property by the Owners in common.

Section 1.4. Principal Place of Business. The principal office of the Association will be located at 300 McCloud Avenue, in the City of Thousand Oaks, County of Ventura, State of California 91360, or at such place within the County as the Board may from time to time designate by resolution.

**ARTICLE 2**

**DEFINITIONS**

Section 2.1. Declaration. The "Declaration" shall mean, collectively, the Restated Declaration of Covenants, Conditions, and Restrictions for Oaknoll Condominium, recorded in the official records of the County of Ventura on August 2, 2016, as Instrument No. 20160802-00108825-0 1/82, as such Declaration may be supplemented, amended, or modified by a duly recorded subsequent declaration or amendment thereto.

Section 2.2. Other Definitions. Capitalized terms that are not separately defined herein shall have the same meanings herein as in the Declaration, and each and every such definition is incorporated by reference as if set forth in full herein.

### ARTICLE 3

#### MEMBERSHIP

Section 3.1. Members of the Association. As set forth in the Declaration, "Member" means every person or entity who owns a Unit in the Association and whose rights as a Member are not suspended pursuant to the Governing Documents.

Section 3.2. Qualifications, Rights and Privileges, and Obligations of Membership. The qualifications, rights and privileges, and obligations of membership in the Association are as set forth in Articles 2 and 3 of the Declaration, all of which are incorporated by reference as if set forth herein in full.

### ARTICLE 4

#### MEMBERSHIP VOTING

Section 4.1. One Class Of Membership. As set forth in Section 2.2(c) of the Declaration, the Association shall have one (1) class of membership consisting of the Owners of Units within the Project.

Section 4.2. Member Voting Rights.

(a) One Vote Per Unit. On each matter submitted to a vote of the Members, whether at a meeting of the membership called and held pursuant to the provisions of these Bylaws or otherwise, each Unit shall be represented by one vote.

(b) Joint Owners. The vote for a Unit must be cast as one even if multiple Owners own the Unit. Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their one vote per Unit shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Unit, it shall thereafter be conclusively presumed for all purposes that the Member was acting with the authority of all the other Owners of record for the Unit.

Section 4.3. Eligibility to Vote.

(a) Good Standing. Only Members in good standing shall be entitled to vote at any membership meeting.

(i) In order to be in good standing, a Member must be current in the payment of all Assessments levied against the Member's Unit(s) and not be subject to any suspension of voting privileges as a result of any disciplinary proceeding conducted in accordance with the Governing Documents.

(ii) A Member's good standing shall be determined as of the record date established in accordance with Section 5.8, below.

(b) Suspension of Voting Rights. In accordance with Civil Code Section 5855, the Association shall be obligated to conduct a hearing in order to suspend a Member's voting privileges on the basis of the nonpayment of Assessments, as set forth in Section 6.5, below.

Section 4.4. Manner of Casting Votes.

(a) In General. Voting at any membership meeting may be by voice or by ballot, provided that all elections for directors must be by secret written ballot in accordance with Section 4.6 below. The Board may set forth additional election rules and regulations in the Rules, so long as the Rules comply with the Declaration and Bylaws, and applicable law.

(b) No Proxy Voting. Proxies are not permitted.

(c) Cumulative Voting. Each Member entitled to vote at any election of directors where more than two (2) positions are to be filled shall have the right to cumulate said Member's votes by giving one (1) candidate a number of votes equal to the number of directors to be elected, multiplied by the number of votes to which the Member is entitled, or by distributing the Member's votes on the same principle among as many candidates as the Member desires. No Member shall be entitled to cumulate votes unless: (i) the candidate's or candidates' name(s) have been placed in nomination before the voting; and (ii) a Member has given notice at the meeting, and before the voting, of the Member's intention to cumulate his or her votes. If any one (1) Member has given such notice, all Members may cumulate their votes for candidates in nomination. Those candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 4.5. Written Ballots.

(a) Meaning of "Written Ballots." A "Written Ballot" is a ballot that is mailed or otherwise distributed to every Member entitled to vote on the matter in advance of an election or meeting, and which complies with this Section. A "Written Ballot" does not include a ballot distributed at a special or regular meeting of Members.

(b) Written Ballots, Generally. Any matter or issue requiring the vote of the Members may be submitted to the Members for approval by Written Ballot without the necessity of calling a meeting of the Members, so long as the requirements for action by Written Ballot set forth in this Section are satisfied. The determination to seek Member approval for Association action in this fashion shall be made by a majority vote of the Board or by Members possessing five percent (5%) of the voting power of the Association signing a written request and delivering this request to the president, vice president, or secretary of the Association. Once the determination is made to seek Member approval by Written Ballot, the Board shall establish a record date (see Section 5.7(a)(iii), hereof) for purposes of determining those Members eligible to cast Written Ballots.

(c) Balloting Time Requirements.

(i) Director Elections. In the case of Written Ballots used in the election of directors, the ballots shall be mailed to all Members who are eligible to vote not more than forty-five (45) days prior to the date set for the election, but no less than thirty (30) days prior to such

date. If the Member elects to return his or her Written Ballot by mail or personal delivery to the address set forth in the solicitation materials for return of the ballots prior to the meeting at which the director election will be held, the Written Ballot must be received no later than the close of business on the second business day prior to the meeting date. If the Member elects to return his or her Written Ballot in person at the meeting, the ballot must be inserted in the ballot box prior to conclusion of the time scheduled for receipt of ballots at the meeting.

(ii) Other Matters. In the case of any other matter or issue submitted to the Members for approval by Written Ballot, the Board shall distribute the Written Ballot to every Member entitled to vote on the matter at least thirty (30) days prior to the final date the ballots are to be received and counted.

(iii) Extension of the Balloting Period. The time fixed for the return of Written Ballots may only be extended if the Board so notifies the Members on the face of the ballot or in the balloting materials originally sent to Members and then for not more than two (2) successive periods of thirty (30) days each. Notwithstanding the foregoing, if a meeting that is scheduled to coincide with culmination of a director election is adjourned without concluding the election process, the time fixed for the return of Written Ballots in the director election shall be extended to the date the adjourned meeting is reconvened.

(d) Content of Written Ballots.

(i) Written Ballots Used for Voting in Director Elections. Written Ballots used in any election of directors shall set forth the names of the candidates whose names have been placed in nomination at the time the ballot is issued (see Section 7.4). The ballot form shall also provide a space where the Member can designate a vote for another (write-in) candidate.

(ii) Written Ballots Used for Voting on Other Matters. Any Written Ballot distributed to the Members to vote on any issue other than the election of directors shall set forth the proposed action and provide an opportunity to specify approval or disapproval of the proposal.

(iii) Specification of Time for Return of Written Ballot. All Written Ballots shall state the time by which the ballot must be received in order to be counted (see subsection (c), above).

(e) Requirements for Valid Member Action By Written Ballot. Membership approval by Written Ballot shall only be valid if: (i) the number of votes cast by ballot within the time established for return of the ballots equals or exceeds the quorum (as specified in Section 5.5) that would have been required to be present at a membership meeting if such a meeting had been convened to vote on the proposal; and (ii) the number of affirmative votes equals or exceeds the number of affirmative votes that would have been required to approve the action at such a meeting.

(f) Solicitation Rules.

(i) Solicitation Rules, Generally. Written Ballots shall be solicited in a manner consistent with the requirements of Section 5.4, below, pertaining to the issuance of notice of

Members' meetings. All solicitations of Written Ballots shall indicate: (A) the number of responses needed to meet the quorum requirement for valid action; (B) the time by which the Written Ballots must be received by the Association in order to be counted; and (C) in the case of any Written Ballots distributed to vote on matters other than the election of directors, the percentage of affirmative votes necessary to approve the measure submitted for membership approval.

(ii) Director Elections. Solicitation materials accompanying Written Ballots distributed in director elections shall advise the Members that their ballots may be returned by mail or personal delivery to the principal office. If a Member attends the membership meeting in person and has not returned the ballot by mail, it will be necessary for the Member to register during the registration period and receive a different form of ballot. The solicitation materials shall set forth the address where Written Ballots can be returned by mail or personal delivery in advance of the meeting at which the election will be held.

(g) Additional Balloting Procedures. If deemed necessary by the Board, the balloting shall be conducted in accordance with such additional procedures, not inconsistent with the provisions of this Section, as may be prescribed by a firm of public accountants of good repute who may also be retained to supervise the secrecy and conduct of the balloting process.

(h) Notification of Results Of Balloting Process. Upon tabulation of the Written Ballots, the Board shall notify the Members of the outcome of the vote within fifteen (15) days following the close of the balloting process and tabulation of the ballots. In the case of an election of directors, the Board shall also notify those Members present at the meeting of the results of the election immediately upon conclusion of the balloting process. If the number of Written Ballots cast with respect to any matter is insufficient to satisfy the minimum quorum requirements for valid action, the Board shall so notify the Members.

(i) Prohibition Of Revocation. Once cast, a Written Ballot may not be revoked.

(j) Conduct Of Informational Meetings. Use of the Written Ballot procedures set forth herein shall not preclude the Association from also conducting informational meetings of the Members or from scheduling a membership meeting to coincide with the culmination of the balloting period. In the case of director elections, the balloting period shall culminate with the annual meeting, or any special meeting, at which the election is scheduled to be held (see subsection (c)(i), above).

Section 4.6. Majority Vote Of Members Represented At Meeting Required For Valid Action. At a meeting, the affirmative vote of a majority of the Members voting on any matter shall be the act of the Members, unless the vote of a greater number is required by the California Nonprofit Mutual Benefit Corporation Law or by the Governing Documents, including the matters indicated in Section 5.5(a)(i) of these Bylaws. In the case of director elections, the candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected to the vacant director positions.

Section 4.7. Action By Unanimous Written Consent. Any action required or permitted to be taken by the Members at a meeting, may be taken without a meeting (and without complying with the formalities of a Written Ballot) if all Members shall individually or collectively con-

sent in writing to the action. If action is taken by written consent, the consent(s) shall be filed with the Association's minutes.

## ARTICLE 5

### MEMBERSHIP MEETINGS

Section 5.1. Place Of Meeting. The meetings of the Members shall be at the offices of the Association within the Project or at such other reasonable place within the County and at such time as may be designated by the Board in the notice of the meeting.

Section 5.2. Annual Meeting. There shall be an annual meeting of the Members within thirty (30) days before or after the anniversary of the prior year's meeting on a date to be determined by the Board, which date shall not be a legal holiday. The date, time and location of the meeting shall be set forth in the notice of meeting sent to the Members in accordance with Section 5.4, below.

#### Section 5.3. Special Meetings.

(a) Persons Entitled To Call Special Meetings. A majority of the Board, the president or five percent (5%) or more of the Members may call special meetings of the Members at any time to consider any lawful business of the Association.

(b) Procedures For Calling Special Meetings Requested By Members. If a special meeting is called by Members other than the Board or the president, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by first-class, certified or registered mail or by telegraphic or other facsimile transmission to the president, any vice president, or the secretary of the Association. The officer receiving the request shall cause notice to be promptly given to the Members entitled to vote, in accordance with the provisions of Section 5.4, below, that a meeting will be held, and the date, time and purpose for such meeting, which date shall be not less than thirty five (35) nor more than ninety (90) days following the receipt of the request. If the notice is not given within the twenty (20) days after receipt of the request, the persons requesting the meeting may give the notice. Nothing contained in this subsection shall be construed as limiting, fixing, or affecting the time when a meeting of Members may be held when the meeting is called by action of the Board or the president.

#### Section 5.4. Notice Of Members' Meetings.

(a) Requirement That Notice Be Given. Notice of all regular and special meetings of the Members shall be sent or otherwise given in writing to each Member who is eligible to vote at the meeting as of the record date for notice established in accordance with Section 5.7, below, and any Mortgagee that has properly requested notice.

(b) Time Requirements for Notice. The notice of membership meetings shall be given in the manner specified in subsection (e) of this Section, not less than ten (10) nor more than ninety (90) days before the date of the meeting. If notice is given by mail and the notice is not

given by first-class, registered or certified mail, the notice shall be given not less than twenty (20) days (nor more than ninety (90) days) before the meeting.

(c) Minimum Requirements Regarding Content of Notice. The notice of any membership meeting shall specify the place, date, and hour of the meeting and: (i) in the case of a special meeting, the general nature of the business to be transacted, and no other business may in that case be transacted; or (ii) in the case of a regular meeting, those matters which the Board, at the time of giving the notice, intends to present for action by the Members; but any proper matter may be presented at the meeting for such action so long as a quorum is present, except as otherwise provided by law, including Corporations Code Sections 7511 and 7512. The notice of any meeting at which directors are to be elected shall include the names of all those individuals who are nominees at the time the notice is given to the Members.

(d) Specification Of Certain Significant Actions. If action is proposed to be taken at any membership meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice or consent states the general nature of the proposal(s):

(i) Removing a director without cause;

(ii) Filling vacancies on the Board under those circumstances where a vote of the Members is required pursuant to Section 7.6(f), below, of these Bylaws;

(iii) Amending the Articles of Incorporation of the Association, these Bylaws or the Declaration in any manner requiring approval of the Members;

(iv) Approving a contract or transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association in which one or more of its directors has a material financial interest;

(v) Approving any change in the Assessments requiring membership approval under the Declaration; or

(vi) Voting upon any election to voluntarily terminate and dissolve the Association.

(e) Manner Of Service. Notice shall be provided as set forth in Section 20.3 of the CC&Rs.

(f) Affidavit Of Mailing. An affidavit of the mailing or other means of giving any notice of any Members' meeting may be executed by the secretary or the assistant secretary of the Association, and if so executed, shall be filed and maintained in the minute book of the Association. Such affidavit shall constitute prima facie evidence that proper notice was given.

Section 5.5. Quorum Requirements.

(a) Quorum Requirements Generally. The following quorum requirements must be satisfied in order to take valid action at any meeting of the Members or by Written Ballot in accordance with Section 4.5, above:

(i) Quorum for Votes on Assessment Increases or the Removal of Directors from Office. In the case of any membership meeting or Written Ballot called or conducted for the purpose of voting on Assessment increases requiring membership approval (see Section 11.6 of the Declaration), or the removal of any director from office, the quorum requirement for valid action on the proposal shall be a majority of the Members.

(ii) Quorum for Valid Action on Other Matters. In the case of a membership meeting or Written Ballot called or conducted for any other purpose, including the election of directors, there shall be no quorum requirement.

(b) Effect Of Departure Of Members From Meeting. The Members present at a duly called or duly held meeting at which a quorum is required and is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

Section 5.6. Waiver Of Notice Or Consent By Absent Members.

(a) Waivers And Consents, Generally. If decisions are made or action is otherwise taken by the Members at a meeting for which proper notice was not given to all Members for whatever reason, the decisions or actions made at that meeting will be valid if, either before or after the meeting, each person entitled to vote who was not present at the meeting consents to the meeting by signing: (i) a written waiver of notice; (ii) a consent to holding the meeting; or (iii) an approval of the minutes. The waiver of notice or consent need not specify the purpose or general nature of business to be transacted at such meeting unless action was taken or is proposed to be taken with respect to any matters specified in Section 5.4(d), above, in which case, the waiver of notice or consent must state the general nature of such matter(s). All such waivers, consents, or approvals shall be filed with the Association records or be made part of the minutes of the meeting.

(b) Effect Of A Member's Attendance At A Meeting. Attendance by a Member at a meeting shall also constitute a waiver of any objections such person may have with respect to notice of that meeting, except when the Member attends the meeting for the sole purpose of objecting at the beginning of the meeting to the transaction of any business due to the inadequacy or illegality of the notice. Attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting which are required to be described therein pursuant to Section 5.4(d), above, if that objection is expressly made at the meeting.

Section 5.7. Record Dates For Member Notice, Voting, And Giving Consents.

(a) Record Dates Established By The Board. For the purpose of determining which Members are entitled to receive notice of any meeting, vote, act by Written Ballot without a meeting or exercise any rights in respect to any other lawful action, the Board may fix, in advance, a "record date" and only Members of record on the date so fixed are entitled to notice, to vote, or to take action by Written Ballot or otherwise, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the Articles of Incorporation, by agreement, or in the California Nonprofit Mutual Benefit Corporation Law. The record dates established by the Board pursuant to this section must be in accordance with the following requirements:

(i) Record Date for Notice of Meetings. In the case of determining those Members entitled to notice of a meeting, the record date shall not be more than ninety (90) days, nor less than ten (10) days before the date of the meeting;

(ii) Record Date for Voting. In the case of determining those Members entitled to vote at a meeting, the record date shall not be more than sixty (60) days before the date of the meeting;

(iii) Record Date for Action By Written Ballot Without Meeting. In the case of determining Members entitled to cast Written Ballots, the record date shall not be more than sixty (60) days before the day on which the first Written Ballot is mailed or solicited; and

(iv) Record Date for Other Lawful Action. In the case of determining Members entitled to exercise any rights in respect to other lawful action requiring Member approval, the record date shall not be more than sixty (60) days prior to the date of such other action.

(b) Failure Of Board To Fix A Record Date. If the Board, for any reason, fails to establish a record date, the following rules shall apply:

(i) Record Date for Notice of Meetings. The record date for determining those Members entitled to receive notice of a meeting of Members, shall be the business day preceding the day on which notice is given, or, if notice is waived, the business day preceding the day on which the meeting is held.

(ii) Record Date for Voting. The record date for determining those Members entitled to vote at a meeting of Members shall be the day of the meeting, or in the case of an adjourned meeting, the day of the adjourned meeting.

(iii) Record Date for Action by Written Ballot Without Meeting. The record date for determining those Members entitled to vote by Written Ballot on proposed Association actions without a meeting shall be the day on which the first Written Ballot is mailed or solicited.

(iv) Record Date for Other Lawful Action. The record date for determining those Members entitled to exercise any rights in respect to any other lawful action shall be Members at the close of business on the day on which the Board adopts the resolution relating thereto, or the sixth (60th) day prior to the date of such other action, whichever is later.

(v) "Record Date" Means as of Close of Business. For purposes of this subsection (b) a person holding a membership as of the close of business on the record date shall be deemed to be the Member of record.

## ARTICLE 6

### MEMBERSHIP RIGHTS

Subject to the provisions hereof and the provisions of the Declaration, the Members shall have the following rights:

Section 6.1. Use And Enjoyment Of Common Areas And Association Property By Members And Family. Each Member and the members of his or her Family who also reside within the Member's Unit shall be entitled to the use and enjoyment of all Common Areas, roads and Association Property within the Project, but not to other Owners' Units nor Common Area designed for the exclusive use of the occupants of adjacent Units.

Section 6.2. Delegation Of Rights To Tenants And Lessees. Each Member shall have the right to assign his or her rights as a Member (other than voting rights and the right to attend meetings) to a Tenant residing within the Member's Unit. Such assignment shall only be effective so long as said Tenant is residing in said Unit and is in compliance with the Declaration and the Association Rules as the same may exist from time to time. At all times the Owner shall remain responsible for compliance by Owner's lessee or Tenant with the provisions of the Governing Documents.

Section 6.3. Invitees And Guests. The invitees and guests of a Member shall have the right to use and enjoy the Common Areas and Association Property within the Project, but not to other Owners' Units nor Common Area designed for the exclusive use of the occupants of adjacent Units. Any such guest or invitee shall be subject to the same obligations imposed on the Owner to observe the rules, restrictions and regulations of the Association as set forth in the Governing Documents. The requirement that an invitee be accompanied by the host Member shall not apply to any ingress or egress by the invitee to or from the Member's Unit.

Section 6.4. Association Rules And Regulations. The right of any person to use and enjoy the Common Areas and Association Property shall at all times be subject to the rules, limitations and restrictions set forth herein, in the Declaration and in the Association's published Rules and Regulations as promulgated by the Board from time to time. With the exception of the right of use of any roads, the Board shall have the right to impose monetary penalties or to temporarily suspend the use and enjoyment of any Common Area and Association Property for the failure of a Member to pay any Assessments when due under the Declaration, or to comply with any other rule or regulation imposed upon such Member, his or her Tenants or guests, pursuant to the Governing Documents; provided, however, that any such suspension shall only be imposed after such person has been afforded the notice and hearing rights as described in the Declaration and Section 6.5, below.

Section 6.5. Member Discipline. Any action to discipline a Member for failure to comply with the Governing Documents must be accomplished pursuant to the following notice and hearing rights:

(a) Notice Of Meeting. When the Board is to meet to consider or impose discipline upon a Member, the Board shall notify the Member in writing, by either personal delivery or first-class mail, at least ten (10) days prior to the meeting. The notification shall contain at a minimum the date, time, and place of the Board meeting; the nature of the alleged violation for which the Member is subject to discipline; and a statement indicating that the Member has a right to attend the meeting and address the Board. The Board shall meet in executive session if requested by the Member being disciplined. The Member shall have the right to attend any meeting held in executive session and may be represented by counsel at said meeting.

(b) Notice Of Discipline. If the Board imposes discipline upon a Member, the Board shall provide the Member with written notice of the disciplinary action within fifteen (15) days.

(c) Termination, Suspension. If the Member is subject to termination or suspension, the Board must comply with any additional requirements of Section 7341 of the Corporations Code or any successor statute.

## ARTICLE 7

### BOARD OF DIRECTORS

Section 7.1. General Association Powers. Subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law (Corporations Code Sections 7110 *et seq.*), the Davis-Stirling Common Interest Development Act (Civil Code Sections 4000, *et seq.*), and any limitations contained in any of the Governing Documents relating to action required to be approved by the Members, the business and affairs of the Association shall be vested in and exercised by, the Board. Subject to the limitations expressed in Section 10.1, below, the Board may delegate the management of the activities of the Association to any person or persons, management company or committee, provided that notwithstanding any such delegation the activities and affairs of the Association shall continue to be managed and all Association powers shall continue to be exercised under the ultimate direction of the Board.

Section 7.2. Number and Qualification of Directors. The Board of Directors shall consist of five (5) individuals who shall be Owners whose memberships are in good standing with all Assessments current and are not subject to any suspension of membership rights. Additional reasons for disqualification for serving on the Board are set forth in Section 4.2 of the Declaration as follows: (a) the Member is a party to an active lawsuit, mediation, alternative dispute resolution or arbitration proceeding against the Association, (b) the Member has been convicted of a felony involving moral turpitude or (c) the Member is uninsurable or unbondable. In the case of any Unit that is in multiple ownership, only one of the co-Owners shall be eligible to serve on the Board at any time.

Section 7.3. Term of Office. The Members shall elect the Board of Directors at the annual meeting of the Members. Directors shall be elected for two (2)-year staggered terms, with three (3) directors being elected one (1) year and two (2) directors being elected in alternate years.

Section 7.4. Nomination of Directors. Individuals can become candidates for election to the Board in any of the following ways:

(a) Candidates Selected by Nominating Committee. At least ninety (90) days prior to the date of any election of directors, the president may appoint a nominating committee to select qualified candidates for election to those positions on the Board held by directors whose terms of office are then expiring. The nominating committee shall consist of a chairperson, who shall be a member of the Board, and two (2) or more Members who may or may not be Board members. The nominating committee shall make its report at least sixty (60) days before the date of the election, and the secretary shall forward to each Member, with the notice of the meeting at which the election is scheduled to take place (see Section 5.4), a list of the nominees. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine but not less than the number of vacancies on the Board to be filled.

(b) Self-Nomination and Nominations from the Floor. Any Member may nominate himself or herself to the Board. Any Member present at a meeting to elect directors may place names in nomination.

(c) Petition Procedure. A person can become a candidate by filing with the secretary a petition in support of his or her candidacy. Candidate petitions must be filed with the secretary no later than forty (40) calendar days and no earlier than sixty (60) calendar days prior to the annual election.

(d) Good Standing Requirement. In order to be eligible for nomination and election to the Board, the Association secretary must certify that the candidate-Member is in good standing with the Association in accordance with Section 4.2 of the CC&Rs. Additionally, the Member may not be a co-Owner of a Unit with another Member of the Board.

(e) Rules Established By Board. The Board may set forth particular Rules for elections so long as said Rules comply with the Declaration and Bylaws, and applicable law.

#### Section 7.5. Election Of Directors.

(a) Directors Elected at Annual Meeting. At each annual meeting of the Members, the Members present shall elect persons to those positions on the Board held by directors whose terms are then expiring. The persons thus elected shall be selected from among those persons nominated pursuant to Section 7.4 above; however, if for any reason an annual meeting is not held or the directors are not elected at any annual meeting, the directors may be elected at any special meeting held for that purpose.

(b) Determination of Election Results; Succession to Office. The candidates receiving the highest number of votes shall be elected as directors and shall take office immediately following their election. In the event there is a tie vote between those candidates who receive the lowest number of votes necessary to qualify the candidate for election, the tie shall be broken by lot.

(c) Supervision of Election Process. At least sixty (60) days prior to the mailing of secret ballots for any vote, the Board shall appoint either one (1) or three (3) independent third parties to serve as inspector(s) of election for such vote. The Board may hire an outside third party to act as an inspector of election. An "independent third party" includes, but is not limited to:

- (i) a volunteer poll worker with the county registrar of voters;
- (ii) a licensee of the California Board of Accountancy;
- (iii) a notary public;
- (iv) a Member of the Association, provided that such Member is not a member of the Board or a candidate for the Board, or related to a member of the Board or a candidate for the Board; and
- (v) a person who is currently employed or under contract to the Association for any compensable services, including, without limitation, the Association's management company.

Section 7.6. Vacancies on Board.

(a) Vacancies, Generally. A vacancy or vacancies in the Board shall be deemed to exist on the occurrence of any of the following: (i) the death, resignation or removal of a director pursuant to subsections (c) and (d) hereof; (ii) an increase of the authorized number of directors; or (iii) the failure of the Members, at any meeting of Members at which any director or directors are to be elected, to elect the number of directors to be elected at such meeting.

(b) Resignation of Directors. Except as provided in this subsection, any director may resign, which resignation shall be effective on giving written notice to the president, the secretary, or the Board, unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

(c) Removal of Directors by Board.

(i) Authority of Board to Remove Directors. The Board shall have the power and authority to remove a director for cause and declare his or her office vacant if he or she: fails to attend three (3) consecutive regular meetings of the Board which have been duly noticed in accordance with California law; remains delinquent or past due on payment of Assessments for in excess of ninety (90) days; remains in violation of the Governing Documents for more than thirty (30) days following notice of violation and provision of opportunity to cure; is uninsurable or unbondable; has been declared of unsound mind by a final order of court; or has been convicted of a felony or crime of moral turpitude.

(ii) Procedures for Removing Directors. The Board may remove a director for cause by giving notice of intent to do so and by following the procedures set forth in Section 5855 of the Civil Code and summarized below.

(A) The Board shall provide notice to the director by at least ten (10) days prior to its meeting to determine removal of a director.

(B) The notification must contain at a minimum the date, time, and place of the meeting, the nature of the alleged cause, and a statement indicating that the director has the right to attend the meeting and address the Board at the meeting.

(C) The Board must meet in executive session if requested by the director who is the subject of the meeting.

(D) If the Board determines to remove the director for cause, the Board shall provide the director with written notification of the removal by either personal delivery or first class mail within fifteen (15) days following the action.

(d) Removal of Directors by Members. A director may only be removed from office prior to expiration of his or her term pursuant to subsections (c) or (e) hereof or by other process of law.

(e) Protection of Cumulative Voting Rights. Unless the entire Board is removed from office, no director may be removed when the votes cast against removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election at which the same total number of votes were cast (or, if such action is taken by Written Ballot, all memberships entitled to vote were voted) and the entire number of directors authorized at the time of the director's most recent election were then being elected.

(f) Filling Of Vacancies. Vacancies on the Board shall be filled by a majority vote of the remaining directors though less than a quorum, or by a sole remaining director unless the vacancy is created through removal of a director in which case the vacancy shall be filled by a vote of the Members. Furthermore, the Members may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors by an election at a duly-held meeting of the Members or Written Ballot.

(d) Reduction In Number Of Directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

## ARTICLE 8

### BOARD MEETINGS

#### Section 8.1. Place Of Meetings.

(a) Meeting Defined. As used in this section "meeting" means either of the following:

(1) A congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item of business that is within the authority of the Board.

(2) A teleconference in which a majority of the members of the Board, in different locations, are connected by electronic means, through audio or video or both. A teleconference meeting shall be conducted in a manner that protects the rights of the Members. Partici-

pation by Board members in a teleconference meeting constitutes presence at that meeting as long as all Board members participating in the meeting are able to hear one another and Members speaking on matters before the Board.

(b) Regular And Special Meetings. Regular and special meetings of the Board may be held at any place within the Project or the County that has been designated from time to time by resolution of the Board and stated in the notice of the meeting. In the absence of such designation, regular meetings shall be held at the principal office of the Association.

(c) Alternative Location By Written Consent. Notwithstanding the above provisions of this section, a regular or special meeting of the Board may be held at any place consented to in writing by all the Board members, either before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting.

(d) Emergency Meetings. Any meeting defined as an "emergency meeting" in Section 8.5(c), below, may be held by teleconference or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at such meeting. Actions taken by the Board by means of a teleconference shall be posted in a prominent place within the Common Area or Association Property in the same manner as actions taken by written consent.

Section 8.2. Annual Meeting Of Directors. Immediately following each annual meeting of Members, the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 8.3. Other Regular Meetings. Ordinarily, regular meetings shall be conducted quarterly or as more often as the Board determines; however, regular meetings can be held as infrequently as every quarter if the Board's business does not justify more frequent meetings. If the Board adopts an annual schedule for the conduct of regular meetings (such as a schedule that calls for regular meetings to be held at a specific time and location on the third Thursday of each month) and that schedule is communicated to all directors at the inception of the year, no further notice of a regular meeting shall be required unless the date, time, or location for a particular regular meeting is changed for any reason, in which case, notice shall be provided to directors in accordance with Section 8.5, below.

Section 8.4. Special Meetings Of The Board. Special meetings of the Board for any purpose may be called at any time by the president or any two (2) directors.

Section 8.5. Notice Of Board Meetings.

(a) Manner Of Giving Notice To Directors.

(i) In the case of any special meeting of the Board, and if the Board has not fixed the time and location for regular meetings and provided each director with the schedule for the conduct of regular meetings, notice shall be communicated to each Board member not less than four (4) days prior to the date of the meeting if notice is given by first-class mail or not less than forty-eight (48) hours before the meeting if notice is delivered personally or by telephone,

including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means.

(ii) Notice of a meeting of the Board need not be given to any director who has signed a waiver of notice or a written consent to the conduct of the meeting or an approval of the minutes of the meeting (whether before or after the meeting) or who attends the meeting without protesting, prior thereto or at the commencement of the meeting, the lack of notice to that director.

(iii) All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association.

(iv) Notwithstanding the foregoing, notice of a meeting need not be given to any director who has signed a written waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof as more particularly provided in Section 8.8, below.

(b) Notice Contents. The notice of any meeting of the Board shall state the time, place, and purpose of the meeting.

(c) Members' Right To Receive Notice Of Board Meetings.

(i) All Members shall be given notice of the time and place of all Board meetings (as defined in Section 8.6(a), below), except for "emergency meetings", at least four (4) days prior to the date of the meeting. This notice to the Members shall be given by posting the notice in a prominent place or places within the Common Area and by mail to any Member who has requested notification of Board meetings by mail (with the notice sent to the address designated by the Member). Notice may also be given by hand delivery to each Unit, by newsletter or similar means of communication, such as e-mail.

(ii) For purposes of this Section 8.5, an "emergency meeting" of the Board means a meeting called by the president or by any two members of the Board under circumstances that could not have been reasonably foreseen, require immediate attention and possible action by the Board, and which of necessity make it impracticable to provide prior notice to the Members as required by the Open Meeting Act (see Section 8.6, below).

(iii) In addition to the foregoing general notice requirements for Members, if a particular Member or Members are scheduled for possible disciplinary action on the agenda for a Board meeting, the Board must provide notice to the subject Member(s) at least ten (10) days prior to the date of the meeting. Any such special notice of possible disciplinary action must contain, at a minimum, the date, time and location of the meeting, the nature of the alleged violation that is the basis of the possible disciplinary action, and a statement regarding the right of the Member(s) to attend the meeting and address the Board concerning the disciplinary matter.

(iv) Except for a meeting that will be held solely in executive session, the notice of the teleconference meeting shall identify at least one physical location so that Members may attend and at least one Board member or person designated by the Board shall be present at that location.

Section 8.6. Attendance By Members: Common Interest Development Open Meeting Act Provisions. The following provisions reflect the California Common Interest Development Open Meeting Act (Civil Code Sections 4090, 4155, 4900-4950, 5000(b)).

(a) Meetings Generally Open To Members. With the exception of executive sessions of the Board (see subsection (b), below) and any meetings conducted by conference telephone, any member of the Association may attend meetings of the Board; provided, however, that non-director Members may only participate in deliberations or discussions of the Board when expressly authorized by a vote of a majority of the directors present at the meeting at which a quorum has been established or by the Board member chairing the meeting. For purposes of the Open Meeting Act, the term "meeting" includes any congregation of a majority of the members of the Board at the same time and place to hear, discuss, or deliberate upon any item of business scheduled to be heard by the Board, except those matters that may be discussed in executive session.

(b) Right Of Members To Speak At Meetings. The Board shall permit any Member to speak at any meeting of the Members or of the Board, except for Board meetings that are held in executive session pursuant to subsection (c), below. Reasonable time limitations can be imposed by the Board or the chairperson of the meeting on presentations or statements by Members and, in the case of Board meetings, the agenda for the meeting can designate a specific time for Member statements and comments.

(c) Executive Sessions. The Board, on the affirmative vote of a majority of the directors present at a meeting at which a quorum has been established, shall be entitled to adjourn at any time for purposes of reconvening in executive session to discuss: (i) litigation in which the Association is or may become a party; (ii) matters relating to the formation of contracts with third parties; (iii) Member discipline; (iv) personnel matters; (v) or to meet with a Member, upon the Member's request, regarding the Member's payment of Assessments. The Board must meet in executive session if requested by a Member who may be subject to a fine, penalty, or other form of discipline and the Member who is the subject of the disciplinary proceeding shall be entitled to attend the executive session. Any matter discussed in executive session shall be generally noted in the minutes of the immediately following Board meeting that is open to the entire membership.

(d) Board Meeting Minutes. The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any meeting of the Board, other than minutes of an executive session, shall be available to the Members within thirty (30) days of the meeting. The minutes, proposed minutes, or summary minutes shall be distributed to any Member upon request and upon reimbursement of the Association's costs in making that distribution.

Section 8.7. Quorum Requirements. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 8.8, below. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law, especially those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) appointment of committees, and (c) indemnification of

directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors below a quorum, if any action taken is approved by at least a majority of the required quorum for that meeting, or such greater number as is required by these Bylaws, the Articles or by law.

Section 8.8. Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of adjournment to any other time or place shall be given prior to the time of the adjourned meeting to the directors who are not present at the time of the adjournment. Except as provided above, notice of adjournment need not be given.

Section 8.9. Protocol At Board Meetings. At each meeting of the Board, the President, or if he or she is absent therefrom, the Vice President, or if he or she is absent therefrom, a director chosen by a majority of the directors present, shall act as chairperson and preside over such meeting. The Secretary, or if he or she is absent, the person (who shall be an Assistant Secretary, if any and if present) whom the Chairperson of such meeting shall appoint, shall act as Secretary of such meeting and keep the minutes thereof.

## ARTICLE 9

### DUTIES AND POWERS OF THE BOARD

Section 9.1. Specific Powers. Without prejudice to the general powers of the Board set forth in Section 7.1, above, and without limitation except as expressly enumerated below, the directors shall have the power to:

(a) Exercise all powers vested in the Board under the Governing Documents and under the laws of the State of California.

(b) Appoint and remove all officers of the Association, the director of operations, general manager or property manager of the Association, if any, and other Association employees (subject to any contractual commitments which may exist); prescribe any powers and duties for such persons that are consistent with law and the Governing Documents; and fix their compensation.

(c) Appoint such agents and employ such other employees, including attorneys and accountants, as it sees fit to assist in the operation of the Association, and to fix their duties and to establish their compensation.

(d) Adopt and establish rules and regulations subject to the provisions of the Declaration, governing the use of the Common Areas, the Association Property and roads within the Project, and the personal conduct of the Members and their guests thereon, and take such steps as it deems necessary for the enforcement of such rules and regulations, including the imposition of monetary penalties and/or the suspension of voting rights and the right to use any Common Areas or Association Property; provided notice and a hearing are provided as more particularly set forth in Section 6.5 of these Bylaws. Rules and regulations adopted by the Board may contain reasonable variations and distinctions as between Owners and Tenants.

(e) Enforce all applicable provisions of the Governing Documents relating to the control, management, and use of the Units, Common Areas, and Association Property and the roads within the Project.

(f) Contract for and pay premiums for fire, casualty, liability and other insurance and bonds (including indemnity bonds) that may be required from time to time by the Association.

(g) Contract for and pay for maintenance, landscaping, utilities, materials, supplies, labor and services that may be required from time to time in relation to the Project.

(h) Pay all taxes, special assessments, and other assessments and charges that are or would become a lien on any portion of the Project.

(i) Contract for and pay for construction or reconstruction of any portion or portions of the Project that have been damaged or destroyed and that are to be rebuilt.

(j) Delegate its duties and powers hereunder to the officers of the Association or to committees established by the Board, subject to the limitations expressed in Section 10.1, above.

(k) Levy and collect Assessments from the Members in accordance with the Declaration, and establish and collect reasonable use charges for any or all of the Common Area or Association Property as the Board may deem necessary or desirable from time to time for the purpose of equitably allocating among the users the cost of maintenance and operation thereof.

(l) Perform all acts required of the Board under the Declaration.

(m) Prepare budgets and maintain a full set of books and records showing the financial condition of the affairs of the Association in a manner consistent with generally-accepted accounting principles, and at no greater than annual intervals prepare an annual financial report, a copy of which shall be delivered to each Member as provided in Section 12.5, below.

(n) Appoint a nominating committee for the nomination of persons to be elected to the Board, and prescribe rules under which said nominating committee is to act, all as more particularly described in Section 7.4, above.

(o) Appoint such other committees as it deems necessary from time to time in connection with the affairs of the Association in accordance with Article 10, below.

(p) Fill vacancies on the Board or in any committee.

(q) Open bank accounts and borrow money on behalf of the Association and designate the signatories to such bank accounts.

(r) Bring and defend actions on behalf of the Members in common or the Association to protect the interests of the Members in common or the Association, as such, so long as the action is pertinent to the operations of the Association, and assess the Members for the cost of such litigation.

(s) Enter any Units as necessary, subject to the notice requirements of the Declaration, in connection with construction, maintenance, or emergency repairs for the benefit of the Unit or any adjoining Unit, the Common Areas, Association Property or the Owners in common.

Section 9.2. Limitations On Powers Of The Board.

(a) Prohibited Actions. The Association is prohibited from taking any of the following actions:

(i) except as otherwise provided in law, or order of the court, or an order pursuant to a final and binding arbitration decision, the Association shall not deny an Owner or occupant physical access to his or her Unit, either by restricting access through the Common Areas to the Owner's Unit or by restricting access solely to the Owner's Unit;

(ii) the Association may not voluntarily assign or pledge the Association's right to collect payments of Assessments or to enforce or foreclose a lien to a third party except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law when acting within the scope of that charter or license as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of the Association to assign any unpaid obligations of a former Member to a third party for purposes of collection; or

(iii) adopt an Association Rule or regulation that arbitrarily or unreasonably restricts an Owner's ability to market the Owner's Unit.

(b) Board Actions Requiring Member Approval. The Board shall not take any of the following actions except with the consent, by vote at a meeting of the Members or by a Member vote conducted by Written Ballot without a meeting pursuant to Corporations Code Section 7513 or any successor statute, of a simple Majority of a Quorum of the Members:

(i) Enter into a contract with a third person wherein the third person will furnish goods or services for the Common Area or the Association for a term longer than two (2) years, subject to the exceptions set forth in the Declaration.

(ii) Incur aggregate expenditures for capital improvements to the Common Areas in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that year.

(iii) Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

(iv) Any other acts that require Member approval pursuant to the Declaration.

Section 9.3. Compensation. Directors, officers, and members of committees shall not be entitled to compensation for their services as such, although they may be reimbursed for such actual expenses as may be determined by resolution of the Board to be just and reasonable. Expenses for which reimbursement is sought shall be supported by a proper receipt or invoice.

## ARTICLE 10

### COMMITTEES

Section 10.1. Committees Of Directors. In addition to the nominating committee appointed and constituted pursuant to Section 7.4(a), above, and the Architectural Committee appointed and constituted pursuant to the Declaration, the Board may, by resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two (2) or more Members (who may also be directors), to serve at the pleasure of the Board. Committees shall have all the authority of the Board with respect to matters within their area of assigned responsibility.

However, no committee, regardless of Board resolution, may:

(a) Take any final action on any matter that, under the California Nonprofit Mutual Benefit Corporation Law, also requires approval of the Members.

(b) Fill vacancies on the Board or on any committee which has been delegated any authority of the Board.

(c) Amend or repeal Bylaws or adopt new Bylaws.

(d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable.

(e) Appoint any other committees of the Board or designate the members of those committees.

(f) Approve any transaction: (i) to which the Association is a party and one or more directors have a material financial interest; or (ii) between the Association and one or more of its directors or between the Association or any person in which one or more of its directors have a material financial interest.

Section 10.2. Meetings And Actions Of Committees. Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of Article 8, above, concerning meetings of directors, with such changes in the context of these Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Unless otherwise provided in the Board resolution establishing the committee, minutes shall be kept of each meeting of any committee and shall be filed with the Association records. The Board may adopt additional rules, not inconsistent with the provisions of these Bylaws, for the governance of any committee.

## ARTICLE 11

### OFFICERS

Section 11.1. Enumeration Of Officers. The officers of the Association shall be a president, a vice president, a secretary and a treasurer. The Association may also have, at the discretion of the Board, one or more assistant secretaries, one or more financial officers, and such other officers as may be appointed in accordance with the provisions of Section 11.3, below. Any person may hold two (2) or more offices, except that neither the secretary nor the treasurer may serve concurrently as president.

Section 11.2. Election Of Officers. The officers of the Association, except such officers as may be appointed in accordance with the provisions of Sections 11.3 and 11.6, below, shall be chosen annually by majority vote of the Board at the annual meeting following the election of the directors or at its first regular meeting following the annual meeting of the Members, and each shall hold his or her office until he or she shall resign or shall be removed or otherwise disqualified to serve, or his or her successor shall be elected and qualified.

Section 11.3. Subordinate Officers. The Board may appoint, and may empower the president to appoint, such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws and as the Board may from time to time determine.

Section 11.4. Removal Of Officers. Any officer may be removed, either with or without cause, by the Board at any regular or special meeting.

Section 11.5. Resignation Of Officers. Any officer may resign at any time by giving written notice to the Board or to the president or to the secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Association under any contract to which the officer is a party.

Section 11.6. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 11.7. President. The president shall be elected by the Board from among the directors. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board, have general supervision, direction and control of the affairs and officers of the Association. The president shall preside at all meetings of the Board, and shall have the general power and duties of management usually vested in the office of president of a corporation, together with such other powers and duties as may be prescribed by the Board or the Bylaws.

Section 11.8. Vice President. The vice president shall be elected by the Board from among the directors. In the absence or disability of the president, the vice president shall perform all the duties of the president and when so acting shall have all the powers of, and be sub-

ject to all the restrictions upon, the president. The vice president shall have such other powers and perform such other duties as from time to time may be prescribed by the Board or the By-laws.

Section 11.9 Secretary. The secretary shall be elected by the Board from among the directors. The secretary shall keep or cause to be kept at the principal office or such other place as the Board may order, a book of minutes of all meetings of directors and Members, with the time and place of holding same, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of Members present at Members' meetings, and the proceedings thereof. The secretary shall keep, or cause to be kept, appropriate current records showing the Members of the Association, together with their addresses. He or she shall give, or cause to be given, notice of all meetings of the Board required by these Bylaws or by law to be given, and he or she shall have such other powers and perform such other duties as may be prescribed by the Board or by these Bylaws.

Section 11.10. Treasurer. The treasurer shall be elected by the Board from among the directors. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books and records shall at all reasonable times be open to inspection by any director or Member. The treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board. He or she shall disburse the funds of the Association as may be ordered by the Board, shall render to the president and directors whenever they request it, an account of all of his or her transactions as treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. If required by the Board, the treasurer shall give the Association a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his or her office and for restoration to the Association of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

## ARTICLE 12

### MEMBER ASSESSMENT OBLIGATIONS AND ASSOCIATION FINANCES

Section 12.1 Description of Assessments to Which Owners Are Subject. Owners are subject to Regular, Special, and Special Individual Assessments that are more particularly described in Article 11 of the Declaration.

Section 12.2. Checks. A management company retained by the Association shall have authority to sign checks for operating expenses of less than Five Hundred Dollars (\$500.00). Checks for operating expenses of Five Hundred Dollars (\$500.00) or more may be signed by the management company, but approval from a Board member is required. All reserve account checks require the signatures of two (2) directors.

Section 12.3. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all Regular and Special Assessments as fixed and determined for all Members. Disbursements from such account shall be for the general need of the Association's operation including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses incurred by the Association in the performance of its duties and responsibilities under the Governing Documents, including, without limitation, repair, maintenance and replacement of those portions of the Project that the Association is obligated to maintain.

Section 12.4. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purposes, including and in accordance with Civil Code Section 4177 reserve accounts for (a) replacement of capital improvements as more particularly set forth in Section 4.9 of the Declaration; or (b) funds received and not yet expended or disposed from either a compensatory damage award or settlement for injury to real or personal property as a result of any construction or design defects. All Association books of account shall be maintained in accordance with generally-accepted accounting principles.

Section 12.5. Budgets And Financial Statements. The following financial statements and related information for the Association shall be regularly prepared and copies thereof shall be distributed to each Member of the Association:

(a) Budget. A pro forma operating budget meeting the requirements of this subsection (a) shall be distributed to Members not less than thirty (30) days or more than ninety (90) days prior to the beginning of the fiscal year. The budget shall include at least the following information:

(i) The Association's estimated revenue and expenses on an accrual basis;

(ii) A summary of the Association's reserves based upon the most recent review or study conducted pursuant to Section 12.6, below, and Civil Code Sections 5550 and 5560, which shall be printed in bold type and include all of the following:

(A) The current estimated replacement cost, estimated remaining life and estimated useful life of each major component of the Project which the Association is obligated to repair, replace, restore or maintain (collectively "Association Capital Projects");

(B) As of the end of the fiscal year for which the reserve study is prepared:

(1) The current estimate of the amount of cash reserves necessary for Association Capital Projects;

(2) The current amount of accumulated cash reserves actually set aside for Association Capital Projects; and

(3) If applicable, the amount of funds received from either a compensatory damage award or settlement to the Association from any person or entity for injuries to real or personal property arising out of construction or design defects and the ex-

penditure or disposition of funds, including the amounts expended for the direct and indirect costs of repair of construction or design defects. Such amounts shall be reported as a separate line item under accumulated cash reserves, under subsection (2), above. In any year in which the Association is obligated to issue a review of its financial statement in accordance with subsection (b), below, in lieu of complying with this subsection (3), the Association may include a statement containing all of the information required by this subsection in such review.

(C) The percentage that the amount of accumulated cash reserves is of the estimated amount of necessary cash reserves calculated under subsection (B), above.

(iii) A statement as to whether the Board has determined or anticipates that the levy of one (1) or more Special Assessments will be required to repair, replace or restore any major component or to provide adequate reserves therefor; and

(iv) A general statement setting forth the procedures used by the Board in calculating and establishing reserves to defray the future costs of repair, replacement or additions to major components of the Project that the Association is obligated to maintain.

In lieu of distributing the complete pro forma operating budget as specified above, the Board may elect to distribute a summary of the budget to the Members (within the time limits provided above), together with a notice that the complete budget is available at the Association's principal office and that copies will be furnished, upon request, to any Member at the Association's expense. This notice shall be presented on the front page of the budget summary in at least 10-point bold type. If a Member requests a copy of the complete budget, the Association shall mail the material, via first class mail, within five (5) days.

(b) Year-End Report. Within one hundred twenty (120) days after the close of the fiscal year, a copy of the Association's year-end report consisting of at least the following shall be distributed to Members:

(i) A balance sheet as of the end of the fiscal year;

(ii) An operating (income) statement for the fiscal year;

(iii) A statement of cash flows for the fiscal year;

(iv) A statement advising Members of the place where the names and addresses of the current Members are located; and

(v) Any information required to be reported under Corporations Code section 8322 or any successor statute requiring the disclosure of certain transactions in excess of Fifty Thousand Dollars (\$50,000.00) per year between the Association and any director or officer of the Association and indemnifications and advances to officers or directors in excess of Ten Thousand Dollars (\$10,000.00) per year.

The annual report shall be prepared in accordance with generally-accepted accounting principles by a licensee of the State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand Dollars (\$75,000.00). If the annual

report is not prepared by such a licensee, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without an audit from the books and records of the Association.

(c) Annual Statement Regarding Delinquency/Foreclosure Policy. In addition to financial statements, the Board shall annually distribute within sixty (60) days prior to the beginning of the fiscal year, a statement describing the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of Regular and Special Assessments including the recording and foreclosing of liens against Members' Condominiums.

(d) Review Of Accounts. On no less than a quarterly basis, the Board of Directors shall:

- (i) Review a current reconciliation of the Association's Operating Accounts;
- (ii) Review a current reconciliation of the Association's reserve accounts;
- (iii) Review the current year's actual reserve revenues and expenses compared to the current year's budget;
- (iv) Review the Association's latest account statements prepared by the financial institution(s) with whom the operating and reserve accounts are lodged; and
- (v) Review the Association's income and expense statement for the operating and reserve accounts.

Section 12.6. Required Reserve Studies. At least once every three (3) years the Board of Directors shall cause a study of the reserve account requirements of the Project to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore, or maintain is equal to or greater than one-half of the gross budget of the Association for any fiscal year. The Board shall also review any reserve study required hereunder on an annual basis and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review. The reserve study required hereunder shall include the minimum requirements specified in Civil Code Sections 5550 and 5560.

Section 12.7. Notification To Members Regarding Insurance Coverage Maintained By The Association.

(a) Scope Of Required Summary Disclosures. In accordance with Civil Code Sections 5300 and 5810 and at the times specified in subsection (c) below, the Association shall prepare and distribute to its Members a summary of the general liability insurance and directors' and officers' liability insurance maintained by the Association. In addition, if the Association also maintains a policy of earthquake or flood insurance, a summary of that insurance shall also be provided to the Members. As to all three (3) types of insurance coverage, the disclosure shall include the name of the insurer and the policy limits of the insurance. In addition, in the case of the Association's general liability insurance, the summary shall also disclose (i) whether the Association consulted with an insurance agent or broker regarding the coverage provided by the

policy and, if so, whether the recommendations of the broker or agent were followed; (ii) the insurance deductible and the person or entity responsible for paying the deductible in the event of a loss; and (iii) whether the policy covers real property improvements of the Association. If the Association maintains earthquake or flood insurance, the summary pertaining to that insurance shall also include information concerning insurance deductibles and the person or entity responsible for paying the deductible in the event of a loss.

(b) Use Of Policy Declaration Page To Comply With Summary Disclosure Requirements. In the case of all three (3) types of insurance, the Association's disclosure obligations may be satisfied by distributing to the Members a copy of the policy declaration page, so long as that page presents the information specified above.

(c) Times When Insurance Summaries Must Be Provided. The summary information required by this Section shall be provided to each Member of the Association at the following times:

(i) With the first newsletter, annual budget or financial disclosure (Section 12.5, above) or other general mailing to all Members by the Association next following the adoption of these Bylaws; and

(ii) With the newsletter, annual budget or financial disclosure or other general mailing to all Members by the Association next following any renewal or replacement of one or more of the insurance policies listed in subsection (a), where there is no lapse of coverage in connection with the renewal or replacement.

(d) Notification Of Cancellation. In addition to distributing the insurance summaries described in subsection (a), above, as soon as reasonably practicable following any cancellation of a policy listed in subsection (a), the Association shall notify its Members of that event, unless the canceled policy is replaced immediately.

(e) Manner Of Delivery Of Insurance Summaries And Cancellation Notices. Any insurance summary or summaries provided in response to the events described in subsections (c)(i) and (c)(ii), above, may be mailed or personally delivered to each Member. If the summaries are mailed, the class of postage used shall be the same as is customarily used to mail the newsletter or other general communication in which the summaries are included. Any notice sent to the Members to advise them of the cancellation and non-renewal of an insurance policy must be sent by first class mail to each Member. All mailings shall be to the Members at their respective addresses as shown in the books and records of the Association.

To the extent one document provides the information required in more than one of the foregoing Sections of this Article, any such requirements listed above may be satisfied by sending the Members the same document.

Section 12.8. Alternative Dispute Resolution (ADR) Disclosure. On an annual basis, the Board shall provide each Member a summary of the provisions of Civil Code Section 5975, which specifically references and includes the language required by the applicable section. The summary shall be provided either at the time the budget required by Section 12.5(a), above, is

distributed or in the manner specified in Corporations Code Section 5016 or any successor statute.

Section 12.9. Statement Of Outstanding Charges. Within ten (10) days following receipt of a written request by an Owner, the Association shall provide the Owner with a written statement setting forth the following information as of the date of the statement: (a) the amount of the Association's current Regular Assessment and Special Assessments (if any), and fees, (b) the amount and nature of any Assessments levied upon the Owner's Unit that are unpaid on the date of the statement; (c) true and correct information regarding late charges, interest, and costs of collection that, as of the date of the statement are or may be made a lien on the Owner's Unit in accordance with Civil Code Section 5740, and (d) any change in the Association's current Regular and/or Special Assessments and fees which have been approved by the Association's Board of Directors, but have not become due and payable as of the date of the statement. The Association may impose a fee for providing the information stated in this Section 12.9, not to exceed the reasonable costs incurred to prepare and reproduce the requested items.

Section 12.10. Annual Notice Regarding Assessments And Foreclosure. As required by Civil Code Sections 4040 and 5730, the Association shall distribute to all Members during the sixty (60)-day period immediately preceding the beginning of the Association's fiscal year, the notice regarding Association assessment authority, foreclosure and other collection remedies that is set forth in Civil Code Section 5730. This notice shall be printed in at least 12-point type.

Section 12.11. Disclosure Of Schedule Of Fines Or Other Monetary Penalties. If the Association adopts a schedule of fines for commonly recurring infractions of the Governing Documents, or any other policy imposing a monetary penalty or a fee on any Member for violation of any Governing Document or the Association Rules, including any monetary penalty relating to the activities of a guest or invitee of a Member, the Board shall distribute the schedule or policy to the Members by either personal delivery or by first-class mail. This distribution obligation shall arise whenever such a schedule or policy is adopted or subsequently amended.

## ARTICLE 13

### INDEMNIFICATION

Section 13.1. Indemnification Of Association. Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his or her Family, guests, invitees or Tenants, to the extent that the damage shall not be covered by insurance. Each Owner shall indemnify, hold harmless, and pay any costs of defense of each other Owner from claims for personal injury or property damage occurring within any portion of the Common Area, provided that this protection shall not extend to any indemnitee whose negligence or willful misconduct caused or contributed to the injury or damage. This Section is not intended to be for the benefit of any insurer and shall not affect nor limit the duty of any insurer to pay any claim which would be payable by said insurer but for this Section.

Section 13.2. Indemnification By Association Of Directors And Officers. The Association shall indemnify its directors and officers as provided in Section 15.3 of the CC&Rs.

Section 13.3. Advancement Of Expenses. To the fullest extent permitted by law and except as is otherwise determined by the Board in a specific instance, expenses incurred by a director or officer seeking indemnification under paragraphs (b) and (c) of this section in defending any proceeding covered by those sections shall be advanced by the Association before final disposition of the proceeding, on receipt by the Association of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Association for those expenses.

Section 13.4. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of its directors and officers against other liability asserted against or incurred by any director or officer in such capacity or arising out of the director's or officer's status as such.

## ARTICLE 14

### MISCELLANEOUS

#### Section 14.1. Inspection Of Books And Records.

(a) Member Inspection Rights. Association records and enhanced Association records (as those terms are defined in Civil Code Section 5200) shall at all times, during reasonable business hours, be subject to the inspection of any Member or his or her duly appointed representative at the offices of the Association for any purpose reasonably related to the Member's interest as such. Member's rights of inspection hereunder shall be exercisable on ten (10) days' prior written demand on the Association, which demand shall state the purpose for which the inspection rights are requested. Inspection rights shall be subject to the Association's right to offer a reasonable alternative to inspection within ten (10) days after receiving the Member's written demand (as more particularly set forth in Corporations Code Sections 8330, *et seq.*).

(b) Adoption of Reasonable Inspection Rules. The Board may establish reasonable rules with respect to: (i) notice of inspection; (ii) hours and days of the week when inspection may be made; and (iii) payment of the cost of reproducing copies of documents requested by a Member.

(c) Director Inspection Rights. Every director shall have an absolute right at any reasonable time to inspect all books, records, documents and minutes of the Association and the physical properties owned by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

Section 14.2. Manager. The Board may, from time to time, employ the services of a manager or director of operations to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of California, and upon such conditions as are otherwise deemed advisable by the Board, the Board may delegate to the manager any of its day-to-day management and maintenance duties and powers under these Bylaws and the Declaration, provided that the manager shall at all times remain subject to the general control of the Board.

Section 14.3. Corporate Seal. The Association may have a seal in circular form having within its circumference the words "Oaknoll Condominium Association, County of Ventura, State of California."

Section 14.4. Parliamentary Procedure. In the event of a question or dispute concerning the procedural aspects of any meetings that cannot be resolved by reference to these Bylaws or applicable law, the matter shall be resolved by reference to any recognized system of parliamentary procedure.

Section 14.5. Amendment or Repeal of Bylaws. Except as otherwise expressly provided herein, these Bylaws may only be amended or repealed, and new Bylaws adopted by the affirmative vote or assent by Written Ballot of a majority of the voting power of the Association; provided that if any provision of these Bylaws requires the vote of a larger proportion or all of the Members, such provisions may not be altered, amended or repealed except by such greater vote, unless otherwise specifically provided herein. Any amendment to these Bylaws shall become effective immediately upon approval by the Members. The secretary of the Association shall certify adoption of any duly approved amendment to these Bylaws and a copy of said certificate and the amendment shall be included in the Association's corporate records.

Section 14.6. Delivery of Notice. Any notice or other document permitted or required to be delivered as provided herein may be delivered as set forth in Section 20.3 of the CC&Rs.

Section 14.7. Construction And Definitions. Unless the context requires otherwise or a term is specifically defined herein, the general provisions, rules of construction, and definitions in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, and singular number includes the plural and the plural number includes the singular. All captions and titles used in these Bylaws are intended solely for the reader's convenience of reference and shall not affect the interpretation or application of any of the terms or provisions contained herein.

CERTIFICATE OF SECRETARY

The undersigned, secretary of the corporation known as Oaknoll Condominium Association, hereby certifies that the above and foregoing Restated Bylaws, consisting of thirty (30) pages, were duly adopted by written ballot of the Members of the Association on July 19, 2016, and that they now constitute the Bylaws of the Association.

OAKNOLL CONDOMINIUM ASSOCIATION,  
a California nonprofit mutual benefit corporation

By: Lois A. Robinson  
Lois A. Robinson, Secretary

# Oaknoll Condominium Association, Inc.

CC&Rs



**CondoCerts**

RECORDING REQUESTED BY:

Board of Directors,  
Oaknoll Condominium Association

WHEN RECORDED MAIL TO:

Kelton Lee Gibson, Esq.  
Myers, Widders, Gibson,  
Jones & Feingold, L.L.P.  
5425 Everglades Street  
Ventura, California 93003



20160802-00108825-0 1/82  
Ventura County Clerk and Recorder  
MARK A. LUNN  
08/02/2016 02:28:46 PM  
1092460 \$267.00 CO

---

***FIRST RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
OAKNOLL CONDOMINIUM ASSOCIATION***

**If this document contains any restriction based on 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, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.**

**TABLE OF CONTENTS**

RECITALS ..... 1

1. DEFINITIONS ..... 2

    1.1. Architectural Standards ..... 2

    1.2. Articles ..... 2

    1.3. Assessment ..... 2

    1.4. Association ..... 2

    1.5. Association Property ..... 2

    1.6. Association Rules ..... 2

    1.7. Board of Directors ..... 2

    1.8. Bylaws ..... 2

    1.9. City ..... 2

    1.10. Common Area ..... 3

    1.11. Common Expense ..... 3

    1.12. Common Funds ..... 3

    1.13. Condominium ..... 3

    1.14. Condominium Plan ..... 3

    1.15. County ..... 3

    1.16. Declarant ..... 3

    1.17. Declaration ..... 3

    1.18. Family ..... 4

    1.19. Governing Documents ..... 4

    1.20. Improvement ..... 4

    1.21. Lease ..... 4

    1.22. Lender ..... 4

    1.23. Maintenance and Repair Matrix ..... 4

    1.24. Majority of a Quorum ..... 4

    1.25. Member ..... 4

    1.26. Mortgage ..... 5

    1.27. Original Declaration ..... 5

    1.28. Owner ..... 5

    1.29. Property ..... 5

    1.30. Record ..... 5

    1.31. Regular Assessment ..... 5

    1.32. Single Family Residential Use ..... 5

    1.33. Special Assessment ..... 5

    1.34. Special Individual Assessment ..... 5

    1.35. Tenant ..... 5

    1.36. Unit ..... 5

2. MEMBERSHIP RIGHTS AND PRIVILEGES .....	6
2.1. Member's Ownership Interest.....	6
(a) Ownership Interest, Defined .....	6
(b) Proof of Ownership.....	6
2.2. Membership.....	6
(a) Automatic Membership.....	6
(b) Membership Appurtenant to Units .....	7
(c) One Class of Membership.....	7
(d) No Membership for Security Interests.....	7
(e) No Membership for Tenants .....	7
(f) Transfer of Membership .....	7
(g) Membership Interests of Specific Entities.....	7
(h) Joint Ownership .....	8
2.3. Voting Rights .....	8
2.4. Inspection of Records.....	8
2.5. Ingress, Egress, and Support .....	8
2.6. Easement for Use and Enjoyment of Common Areas and Association Property.....	8
3. MEMBERSHIP OBLIGATIONS .....	9
3.1. Abide by Governing Documents.....	9
3.2. Prohibition against Severance.....	9
3.3. Purchase Subject to Violations.....	9
3.4. Notice of Transfer of Ownership .....	9
3.5. Duty to Maintain Unit.....	9
(a) Maintenance of Components .....	9
(b) Designation of Maintenance, Repair and Replacement Responsibilities .....	9
(c) Member Maintenance of Balcony-Deck Areas and Patio-Yard Areas.....	10
(d) Cabinets, Countertops, and Appliances.....	11
(e) Electrical, Telephone, Security, and Cable.....	11
(f) Carport Storage.....	11
(g) Heating and Air Conditioning.....	11
(h) Improvements .....	12
(i) Interior Walls and Partitions .....	12
(j) Plumbing.....	12
(k) Storage Areas.....	12
(l) Utility Lines.....	12
(m) Wall, Ceiling, and Floor Coverings.....	13
(n) Windows and Doors.....	13
3.6. Water Damage and Mold .....	13
3.7. Supervision and Accountability for Guests .....	13
3.8. Security .....	13
3.9. Obligation to Carry Insurance.....	13
3.10. Activities Affecting Insurance .....	14

3.11. Reimbursement to Association .....	14
3.12. Liability for Mitigation and/or Damage.....	14
<b>4. DUTIES AND AUTHORITY OF THE ASSOCIATION .....</b>	<b>14</b>
4.1. Powers of a Nonprofit Corporation.....	14
(a) Generally.....	14
(b) No Activities that Jeopardize Characterization .....	14
4.2. Board of Directors.....	14
(a) Director Qualifications.....	15
(b) Board and Membership Meetings.....	15
4.3. Enforce Governing Documents.....	15
4.4. Rule Making Power.....	15
4.5. Collection of Common Funds; Payment of Common Expenses.....	15
(a) Collection and Receipt of Common Funds.....	15
(b) Incur and Pay Common Expenses .....	15
4.6. Borrow and Repay Money .....	16
4.7. Assessments .....	16
4.8. Association Maintenance .....	16
(a) General Duty .....	16
(b) Landscaping.....	16
(c) Mail Boxes and Related Facilities .....	16
(d) Perimeter of Patio-Yard Areas and Balcony-Deck Areas .....	16
4.9. Limitations on Capital Improvements.....	16
4.10. Termites and Pests.....	16
4.11. Transfer to Public Agency .....	17
4.12. Real Property Exchange.....	17
4.13. Discharge of Liens .....	17
4.14. Foreclose, Hold Title, and Make Conveyances .....	17
4.15. Commercial Concessions.....	17
4.16. Vendor Contract Limitations.....	17
(a) Public Utility Contract .....	17
(b) Fire and Burglary.....	17
(c) Bulk Cable Service.....	17
(d) Insurance.....	17
4.17. Association's Limited Right of Entry .....	18
4.18. Encroachment of Common Area or Association Property.....	18
4.19. Utility, Cable and Drainage Easements .....	18
(a) The Association's Easements.....	18
(b) Authority to Grant Easements.....	18
(c) Limitation on Granting Easements .....	18
4.20. Storage and Trash Easement .....	18
4.21. Receive Property .....	18
4.22. Limitations on Sale of Property .....	18
4.23. Personal Property of Association.....	19

4.24. Delegation to Manager .....	19
4.25. Designation of Association as Attorney-in-Fact .....	19
<b>5. ARCHITECTURAL IMPROVEMENTS .....</b>	<b>19</b>
5.1. Architectural Committee .....	19
(a) Authority to Appoint Committee .....	19
(b) Compensation .....	19
(c) Conflict of Interest .....	20
5.2. Architectural Standards .....	20
(a) Authority to Adopt, Amend, or Repeal .....	20
(b) Purpose of Architectural Standards .....	20
(c) Conflicts .....	20
5.3. Approval of Improvements .....	20
(a) Requirement of Approval .....	20
(b) Submitting Plans and Specifications .....	21
(c) Limitation on Applicability of Approval .....	21
(d) Conditions and Requests for Modification .....	21
(e) Approval by Default .....	21
(f) Automatic Disapproval .....	21
5.4. Review Fees and Remodeling Agreement .....	21
5.5. Acoustical Limitations .....	21
5.6. Variances .....	21
5.7. Inspection .....	22
5.8. Combining Units .....	22
(a) Board Approval Required .....	22
(b) Indemnification .....	22
(c) Consequences .....	22
5.9. No Right to Divide Units .....	22
5.10. Mechanics' Liens .....	22
5.11. Waiver of Liability .....	22
<b>6. GENERAL RESTRICTIONS .....</b>	<b>23</b>
6.1. Antennas .....	23
6.2. Anti-Time-Share Provision .....	23
6.3. Barbecues .....	23
6.4. Diseases and Insects .....	23
6.5. Exterior Maintenance .....	23
6.6. Flammable Materials .....	23
6.7. Garbage and Storage .....	23
(a) No Accumulation of Rubbish .....	23
(b) Right to Impose Penalties and Fines .....	24
6.8. Harassment .....	24
6.9. Health and Safety Hazards .....	24

6.10. Interior Improvements.....	24
6.11. Laundry .....	24
6.12. Machinery and Equipment.....	24
6.13. Nudity.....	24
6.14. Nuisance.....	24
(a) Generally .....	24
(b) Exfiltration.....	24
(c) Allergies and Sensitivities.....	25
(d) Board's Discretion .....	25
6.15. Obstruction of Common Areas and Association Property.....	25
6.16. Occupancy Restriction .....	25
6.17. Pets .....	25
(a) Pet Limitation.....	25
(b) Liability.....	25
(c) Control .....	25
(d) Additional Rules .....	26
6.18. Quiet Enjoyment .....	26
6.19. Residential Use.....	26
6.20. Roof Restricted Access .....	26
6.21. Sale of Unit .....	27
6.22. Satellite Dishes.....	27
6.23. Signs.....	27
6.24. Spas and Hot Tubs .....	27
6.25. Use of Association Employees.....	27
6.26. Use of Independent Contractors.....	28
6.27. Vehicles and Parking.....	28
(a) Management of Parking.....	28
(b) Carports, Storage Lockers Therein and Assigned Parking.....	28
(c) Parking Spaces .....	28
(d) Restricted Parking.....	28
(d) Commercial Vehicles.....	28
(f) Proper Operating Condition .....	28
(g) Limited Operation.....	28
(h) Motorcycles .....	29
(i) Repair of Vehicles .....	29
(j) Washing of Vehicles.....	29
(k) Fluid Leaks .....	29
(l) Theft or Damage.....	29
(m) Exposure to Weather.....	29
(n) Impeding Access.....	29
(o) Towing.....	29
6.28. Window Coverings.....	29
6.29. Senior Citizen Housing .....	29
(a) Definitions.....	29
(b) Age Restriction Occupancy Requirements.....	30

(c) Termination of Disability .....	30
(d) Termination of Occupant Rights of a Qualified Disabled Resident .....	31
(e) Occupancy by a Permitted Healthcare Resident .....	31
(f) Temporary Residency.....	31
(g) Federal Law Requirements .....	31
(h) Applicable Law and Amendment Requirements .....	32
(i) Age Verification .....	32
(j) Residents Previously Approved.....	32
7. LEASING OF UNITS AND CONTRACT PURCHASERS .....	32
7.1. Delegation of Use, Generally.....	32
7.2. Tenants; Contract Purchasers .....	33
7.3. Leasing .....	33
7.4. Enforcement of Rules.....	33
(a) Member Responsibility .....	33
(b) Association's Right to Take Corrective Actions .....	33
(c) Eviction of Tenant.....	34
7.5. Relinquishment of Common Area Facilities.....	34
7.6. Transfer of Occupancy .....	34
7.7. Member's Duty to Repair Damage .....	34
7.8. Assessment and Collection of Fees.....	34
8. SELLING UNITS.....	34
8.1. Delegation of Rights .....	34
8.2. Governing Documents and Financial Information.....	35
(a) Owner's Delivery of Documents to Buyer .....	35
(b) Association's Obligation to Provide Information; Charges.....	35
8.3. Termination of Obligations .....	35
9. ENFORCEMENT OF GOVERNING DOCUMENTS.....	36
9.1. Association Enforcement Rights.....	36
(a) Monetary Penalties.....	36
(b) Suspend Common Area and Association Property Privileges.....	36
(c) Suspend Voting Rights .....	36
(d) Judicial Enforcement .....	36
9.2. Cumulative Remedies .....	36
9.3. Failure to Enforce Not a Waiver .....	36
9.4. Remedy at Law Inadequate.....	37
9.5. Right of Action against Buyer.....	37
9.6. Attorneys' Fees .....	37

10. ASSOCIATION'S RIGHT OF ENTRY .....	37
10.1. Limited Right of Entry .....	37
10.2. Notice of Entry .....	38
10.3. Avoid Unreasonable Interference .....	38
10.4. Emergency Entry.....	38
10.5. Refusal to Allow Entry.....	38
10.6. Damage Repaired by Association .....	38
10.7. Power to Vacate Unit .....	38
(a) Notice.....	38
(b) Duty to Vacate .....	39
10.8. Entry by Member .....	39
11. LEVY OF ASSESSMENTS.....	39
11.1. Covenant to Pay Assessments .....	39
11.2. Purpose of Assessments, Generally .....	39
11.3. Preparation of Annual Budget; Establishment of Regular Assessments .....	39
(a) Estimated Common Expenses.....	39
(b) Aggregate Regular Assessment .....	40
(c) Failure to Estimate Common Expenses .....	40
11.4. Rules Regarding Regular Assessments.....	40
(a) 20% Limitation .....	40
(b) Equal Allocation of Assessments .....	40
(c) Payable Monthly .....	40
(d) Written Notice.....	40
11.5. Purpose of Special Assessments .....	40
(a) Regular Assessment Insufficient in Amount .....	40
(b) New Capital Improvements .....	41
(c) Major Capital Repair and Reconstruction Projects.....	41
(d) Obligations Imposed by Law .....	41
(e) Other Expenses .....	41
11.6. Rules Regarding Special Assessments.....	41
(a) 5% Limitation .....	41
(b) Uniform Rate of Assessment .....	41
(c) Payment Schedule .....	41
(d) Written Notice.....	41
11.7. Special Individual Assessments .....	41
(a) Damage to Common Area or Association Property .....	42
(b) Expenses Incurred in Gaining Member Compliance.....	42
(c) Required Maintenance of Units .....	42
11.8. Emergency Situations.....	42
(a) Emergencies, Generally .....	42
(b) Emergency Defined .....	42
11.9. Assessment Roll .....	43

11.10. Deposit of Assessments.....	43
11.11. Disbursement of Funds .....	43
(a) Limitation on Disbursement; Discretion.....	43
(b) Signature Requirements.....	43
11.12. Reserves .....	44
(a) Segregated.....	44
(b) Invested.....	44
(c) Two Signatures .....	44
(d) No Reimbursement.....	44
<b>12. ENFORCEMENT OF ASSESSMENTS.....</b>	<b>44</b>
12.1. Liability for Assessments.....	44
12.2. Enforcement Rights.....	45
(a) Late Fees and Interest .....	45
(b) File Suit.....	45
(c) Lien and Foreclose .....	45
(d) Suspend Privileges.....	45
(e) Suspend Voting Rights .....	45
(f) Additional Remedies .....	45
12.3. Priorities .....	45
12.4. Waiver of Objection.....	46
12.5. No Offsets .....	46
12.6. No Exemption by Waiver of Use.....	46
12.7. Waiver of Exemptions.....	46
12.8. Attorneys' Fees .....	46
12.9. Non-Waiver of Assessments.....	46
12.10. Assignment of Rents .....	46
<b>13. INSURANCE .....</b>	<b>47</b>
13.1. Association Insurance .....	47
(a) Direct Physical Loss.....	47
(b) Comprehensive or Commercial General Liability ("CGL") .....	47
(c) Directors and Officers.....	48
(d) Workers' Compensation .....	48
(e) Fidelity Bond.....	48
(f) Employment Practices Liability .....	48
(g) Automobile Liability Insurance.....	48
(h) Boiler and Machinery Insurance.....	48
(i) Umbrella Policy.....	48
(j) Earthquake and Flood Insurance .....	48
13.2. Member Obligation to Carry Insurance .....	48
(a) Member's Duty .....	48
(b) Association Has No Duty to Police .....	49

(c) Deductibles.....	49
(d) Waiver of Claims.....	49
(e) Assignment of Proceeds.....	49
(f) Failure to Carry Insurance.....	49
13.3. Payment of Deductible.....	49
13.4. Management of Claims.....	49
13.5. Liability for Increased Insurance Rates.....	50
13.6. Choice of Contractor.....	50
14. PROTECTION OF LENDERS.....	50
14.1. Furnishing of Information.....	50
14.2. Notice of Destruction or Taking No Priority Over Rights of First Mortgagees.....	50
14.3. Relationship with Assessment Liens.....	50
14.4. Priority of Mortgage Lien.....	50
14.5. Lenders Furnishing Information.....	51
14.6. Curing of Breaches.....	51
14.7. Payment of Taxes and Charges.....	51
14.8. Notice to Association.....	51
14.9. Notice of Unpaid Assessments.....	51
15. LIMITATIONS ON LIABILITY.....	51
15.1. Limited Personal Liability.....	51
(a) Generally.....	51
(b) Bodily Injury.....	51
15.2. Association Not a Security Provider.....	52
15.3. Duty to Defend.....	52
15.4. Limitation of Association Liability for Damage.....	53
15.5. Personal Injury or Property Damage Sustained Within a Unit.....	53
16. DAMAGE OR DESTRUCTION TO IMPROVEMENTS.....	53
16.1. Damage to Common Areas or Association Property.....	53
(a) Cost of Reconstruction.....	53
(b) Automatic Reconstruction.....	53
(c) Membership Approval.....	54
(d) Decision Not to Rebuild.....	54
(e) Elimination of Units.....	54
16.2. Duties of Board during Reconstruction.....	54
16.3. Right of Entry to Assess Damage and Make Repairs.....	55
16.4. Power to Vacate Unit.....	55
16.5. Labor and Materials.....	55
16.6. Interior Unit Damage.....	55

16.7. Damage to Drywall .....	55
16.8. Special Assessment for Reconstruction .....	55
16.9. Encroachment.....	56
17. CONDEMNATION.....	56
17.1. Common Area or Association Property Awards.....	56
17.2. Payment for Condemnation.....	56
17.3. Substantial Taking.....	56
17.4. Revision of Documents.....	56
17.5. Status of Membership .....	56
18. PARTITION OF COMMON AREA.....	57
18.1. Suspension of Right of Partition .....	57
18.2. Distribution of Proceeds upon Partition.....	57
18.3. Power of Attorney.....	57
19. AMENDMENT OF DECLARATION.....	57
19.1. Amendments, Generally.....	57
19.2. Amendment to Conform to Statute .....	58
20. MISCELLANEOUS .....	58
20.1. Term of CC&Rs .....	58
20.2. Attorneys' Fees .....	58
20.3. Notices.....	59
(a) Where to Deliver Notices.....	59
(b) Proper Delivery of Notices .....	59
(c) To Whom to Deliver Notices.....	59
20.4. Headings.....	59
20.5. Liberal Construction.....	59
20.6. Number and Gender .....	60
20.7. Severability .....	60
20.8. No Public Rights .....	60
20.9. Successor Association.....	60
20.10. Conflicting Provisions.....	60

EXHIBIT "A"—Legal Description of the Property

EXHIBIT "B"—Amendments

EXHIBIT "C"—Maintenance and Repair Matrix

**FIRST RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
OAKNOLL CONDOMINIUM ASSOCIATION**

The **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP**, executed by **THE KLINGBEIL CONSTRUCTION COMPANY**, a corporation ("Declarant"), and recorded on July 3, 1973, as Document No. 47361, in Book 4135 at Page 557 in the Official Records of Ventura County, California, and all amendments thereto described in Exhibit "B" hereto which affect the property described and commonly known as **OAKNOLL CONDOMINIUMS** (all, collectively, the "Original Declaration"), is hereby amended and restated in its entirety to read as follows:

**RECITALS:**

A. Declarant was the original owner of that certain real property located in the City of Thousand Oaks, County of Ventura, State of California, which is more particularly described in the attached Exhibit "A", which is attached hereto and incorporated herein by reference. The real property shall be referred to herein as the "Property".

B. The Property was improved by the construction of a residential "condominium project" as that term is defined in Section 4125 of the California Civil Code ("Civil Code"). The Improvements to the Property provide for separate title in each Condominium Unit within the Property, with each Unit having an undivided interest in the Common Areas, as defined herein. The Property contains four hundred nineteen (419) Units.

C. Declarant deemed it desirable to impose a general plan for the development, maintenance, improvement, protection, use, occupancy, and enjoyment of the Property, and to establish, adopt, and impose covenants, conditions, and restrictions upon the Property for the purpose of enforcing, protecting, and preserving the value, desirability, and attractiveness of the Property and the Improvements erected thereon, as set forth in the Original Declaration.

D. Declarant also deemed it desirable for the efficient enforcement, protection, and preservation of the value, desirability, and attractiveness of the Property to create a non-profit mutual benefit corporation, known now as Oaknoll Condominium Association, which was delegated and assigned the powers of administering and enforcing said covenants, conditions, and restrictions.

E. On July 19, 2016, seventy-four.ninepercent (74.9%) of the Members of the Association approved in accordance with California Corporations Code Section 7513, to amend and restate the Original Declaration, all in accordance with the procedures for amendment set forth in the Original Declaration. It was the intention of the Owners to replace the Original Declaration, in its entirety, with the Recordation of this Declaration. The Owners' action to amend and restate the Original Declaration as set forth here-

in and the fact that the requisite percentage of Owners required in the Original Declaration was achieved is attested by the execution of this Declaration by duly-authorized officers of the Association, as required by Section 4270(a) of the Civil Code. As so amended and restated, these easements, covenants, restrictions, and conditions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof, and shall inure to the benefit of each Owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

**1.1. "Architectural Standards"** shall have the meaning set forth in Section 5.2 hereof.

**1.2. "Articles"** means the Association's Articles of Incorporation, which are filed in the Office of the California Secretary of State, and any amendments to the Articles.

**1.3. "Assessment"** means any Regular, Special, Emergency, or Special Individual Assessment made or assessed by the Association against an Owner and the Owner's Condominium in accordance with the provisions of Article 11, below.

**1.4. "Association"** means Oaknoll Condominium Association, a California non-profit corporation (formed pursuant to the Nonprofit Mutual Benefit Corporation Law of the State of California), and its successors and assigns. The Association is an "association" as that term is defined in Section 4080 of the Civil Code.

**1.5. "Association Property"** means Lots 2, 6, 9, 12, 13, 14, 15, 17, 21, 24, 25, 27 and 30 of the Property. The Association Property shall be held for the common use and enjoyment of all the Members, including, but not limited to, administrative, social and recreation building or areas, maintenance buildings and areas and places of amusement.

**1.6. "Association Rules" or "Rules"** means the rules and regulations adopted by the Board of Directors of the Association pursuant to Section 4.4, below, as they may be in effect and amended from time to time.

**1.7. "Board of Directors" or "Board"** means the Board of Directors of the Association.

**1.8. "Bylaws"** means the Association's Bylaws and any amendments to the Bylaws.

**1.9. "City"** means the City of Thousand Oaks, in the County of Ventura, State of California, and the City's various departments, divisions, employees, and representatives.

**1.10. "Common Area"** means the entire Property other than Units and Association Property, as defined in this Declaration or as shown on the Condominium Plan and specifically consists of Lots 1, 3, 4, 5, 7, 8, 10, 11, 16, 18, 19, 20, 22, 23, 26, 28 and 29 of the Property and all Improvements and structures thereon, except for Improvements that are part of a Unit.

**1.11. "Common Expense"** means any use of Common Funds authorized by Section 4.5, below, and the Bylaws, and includes, without limitation: (a) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations, or reconstruction of the Property as incurred or as may be estimated from time to time by the Board; (b) any amounts reasonably required to be set aside as reserves for maintenance, repair, and replacement of the Common Area and Association Property and for nonpayment of any Assessments; and (c) the use of such funds to defray costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents.

**1.12. "Common Funds"** means all funds collected or received by the Association: (a) for use in the maintenance, management, administration, insurance, operation, replacement, repair, addition to, alteration, or reconstruction of all or any portion of the Common Area and Association Property; and (b) for use in discharging any and all of the Association's duties as provided in the Governing Documents, including Section 4.5, below.

**1.13. "Condominium"** means an estate in real property, as defined in Section 4125 of the Civil Code, consisting of an undivided interest as a tenant-in-common in a portion of real property referred to herein as the Common Area, together with a fee interest in space called a Unit, all as shown and described in the Condominium Plan.

**1.14. "Condominium Plan"** means the plan of Condominium recorded on July 3, 1973 in Book 4135, Pages 366 through 449 of Condominium Records of Ventura County and any amendments thereto recorded pursuant to Sections 4285, 4290, and 4295 of the Civil Code with respect to the Property. The Condominium Plan is incorporated herein by reference to the same extent as if it were set forth herein in full.

**1.15. "County"** means the County of Ventura, State of California, and its various departments, divisions, employees, and representatives.

**1.16. "Declarant"** means the original developer of the Project, namely The Klingbeil Construction Company, a corporation.

**1.17. "Declaration"** means this instrument, as it may be amended from time to time. This Declaration may also be referred to herein as the "CC&Rs." The "Original Declaration" means the Declaration of Conditions, Covenants and Restrictions and all amendments thereto amended by this document and described in the preamble to this Declaration.

**1.18. "Family"** means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of persons not so related who maintain a common household in a Condominium Unit. Section 6.16 below imposes regulations on the total number of persons who can occupy a Unit.

**1.19. "Governing Documents"** refers collectively to this Declaration and to the Articles, the Bylaws, and the Association Rules, as these documents may be amended from time to time.

**1.20. "Improvement" or "Improvements"** shall include, without limitation, any building, outbuilding, exterior landscaping, fence, wall, exterior modification of existing structure, internal modification of any Unit involving any roof, bearing wall, or other structural component thereof, and the installation of spas, awnings, antennas, television satellite reception dishes, patio covers, or like features. The term "Improvement" or "Improvements" shall not include any work or Improvement within an Owner's Unit so long as the project does not involve any load bearing wall or breach or entry into the roof or through a perimeter wall of the Unit.

**1.21. "Lease"** means any agreement under which a person is permitted to occupy a Unit for compensation of any kind, including, without limitation, any fee, service, gratuity, or any other consideration while the Owner is not in residence. The term "Leasing" shall include renting or otherwise permitting a person other than an Owner to occupy a Unit for compensation of any kind, including any fee, service, gratuity, or any other compensation while the Owner is not in residence.

**1.22. "Lender"** shall refer to the holder of a first mortgage or deed of trust given by a Member (or his or her predecessor-in-interest), the lien of which mortgage or deed of trust is superior to all other monetary encumbrances except real property taxes and Assessments.

**1.23. "Maintenance and Repair Matrix"** means the Oaknoll Condominium Association Maintenance and Repair Matrix attached hereto as Exhibit "C".

**1.24. "Majority of a Quorum"** means the vote of a majority of the votes cast at a meeting or by written ballot when the number of Members attending the meeting, in person or by proxy, or casting written ballots equals or exceeds the minimum quorum requirement for Member action, as specified in the Bylaws or by statute.

**1.25. "Member"** means every person or entity who owns a Unit in the Association. Rights as a Member may be suspended pursuant to Sections 9.1 and 12.2, below. Membership shall be appurtenant to and may not be separated from the record fee ownership of a Unit and shall not be transferred, encumbered, pledged, alienated, or otherwise separated in any manner, except in connection with the record sale of a fee interest of the Unit to which it is appurtenant. The terms "Member" and "Owner" as defined in Section 1.28 below are synonymous.

1.26. **"Mortgage"** means any security device, including any deed of trust, encumbering all or any portion of the Property. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a Mortgagee in the conventional sense. "First Mortgagee" shall refer to a beneficiary (or its assignee) under a deed of trust with priority over all other Mortgagees and deeds of trust.

1.27. **"Original Declaration"** means the Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership, executed by The Klingbeil Construction Company and recorded on July 3, 1973, as Document No. 4736, in Book 4135 at Page 557 of Official Records of the County and all amendments thereto which are set forth in Exhibit "B" hereto.

1.28. **"Owner"** means any person, firm, corporation, or other entity (including contract sellers, but excluding any person or entity holding such interest merely as security for the payment of a debt or the performance of an obligation) that holds an interest in any Condominium.

1.29. **"Property"** means that certain real property described in Recital A and Exhibit "A" of this Declaration, including all structures and Improvements located thereon, Units, Common Area and Association Property. The terms "Property" and "Project" as used herein are synonymous.

1.30. **"Record"** means, with respect to any document, the recordation or filing of such document in the Office of the County Recorder.

1.31. **"Regular Assessment"** means an Assessment levied against an Owner and the Owner's Condominium in accordance with Section 11.3 below.

1.32. **"Single Family Residential Use"** means occupancy and use of a Unit for single family dwelling purposes in conformity with Section 6.16 of this Declaration and the requirements imposed by applicable state and municipal laws or ordinances, and Association Rules. In no event shall any Unit be occupied by more individuals than permitted by applicable law or the Governing Documents.

1.33. **"Special Assessment"** means an Assessment levied against an Owner and the Owner's Condominium in accordance with Section 11.5 below.

1.34. **"Special Individual Assessment"** means an Assessment levied against an Owner and the Owner's Condominium in accordance with Section 11.7 below.

1.35. **"Tenant" or "Tenants"** means the person(s), entity, or entities that are Leasing a Unit.

1.36. **"Unit"** means the elements of a Condominium that are not owned in common with the other Owners of Condominiums in the Property. Each Unit shall be a separate free-

hold estate consisting of the space bounded by and contained within the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each Unit. Accordingly, the boundaries of each Unit begin at the gypsum, wallboard or other wall surface finishing, plaster, paint, wallpaper, or paneling on the perimeter walls and ceilings of the Unit and include any vinyl, hardwood, or carpet finishing, if any, on the floors of the Unit. The respective elements and the boundaries of each Unit are more particularly described in the Condominium Plan. In interpreting deeds and plans, the existing physical boundaries of a Unit, or of a Unit reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be the Unit's boundaries rather than the description expressed in the deed or plans, regardless of minor variances between the boundaries as shown on the plans or the deed and those of the building containing the Unit and regardless of settling or lateral movement of the building and regardless of minor variations between boundaries shown on the Condominium Plan or in the deed to a Unit and those of the building.

Whenever reference is made to a "Unit," whether in this Declaration, the Condominium Plan, any deed or elsewhere, it shall be assumed that such reference is made to the Unit as a whole, including each of its component elements (including the airspace so encompassed) appurtenant to the Unit. The term "Unit" does not include those areas of the Property that are defined herein as Common Area or Association Property.

## **ARTICLE 2**

### **MEMBERSHIP RIGHTS AND PRIVILEGES**

#### **2.1. Member's Ownership Interest.**

(a) *Ownership Interest, Defined.* The interest of every Owner of a Condominium within the Property shall include the Owner's Unit, the respective undivided interest in the Common Area appurtenant to such Unit, a membership in the Association, and any nonexclusive easements appurtenant to such Unit over the Common Area as described in this Declaration or the Condominium Plan.

(b) *Proof of Ownership.* If the Board requests proof of Record fee ownership of a Unit within the Project, then such proof must be in the form of a Recorded deed or contract for sale.

#### **2.2. Membership.**

(a) *Automatic Membership.* Each Owner of a Condominium shall automatically become a Member of the Association. Sole or joint ownership of a Condominium shall be the only qualification for membership in the Association. Each Owner shall remain a Member until the Owner's ownership interest in all Condominiums in the Property ceases, at which time the Owner's membership in the Association shall automatically terminate.

(b) *Membership Appurtenant to Units.* Membership in the Association is for the benefit of and appurtenant to the Unit to which it relates and may not be separated from the ownership of the Unit.

(c) *One Class of Membership.* The Association shall have one class of membership and the rights, duties, obligations, and privileges of the Members shall be as set forth in the Governing Documents.

(d) *No Membership for Security Interests.* Persons or entities who hold an interest in a Condominium merely as security for performance of an obligation shall not be regarded as Members until such time, if ever, that the security holder comes into title to the Condominium through foreclosure or acceptance of a deed in lieu thereof.

(e) *No Membership for Tenants.* Tenants have the same rights to use the Common Areas as Members and shall have the same duties to follow the Association's Governing Documents, but shall not be Members and shall not have the right to vote.

(f) *Transfer of Membership.* No Owner may transfer, pledge, or alienate in any way the Owner's membership in the Association, except upon the Recorded transfer of the fee interest in the Unit to which it is appurtenant and then only to the transferee of such fee interest. Any attempt to make a prohibited transfer of Membership is void. If any Owner fails or refuses to transfer the membership registered in said Owner's name to the purchaser of the Condominium, the Association shall have the right to Record the transfer upon its books and thereupon any other membership outstanding in the name of the seller shall be null and void.

(g) *Membership Interests of Specific Entities.*

(i) *Trusts.* If the Record fee title to a Unit is held in the name of a trust, the trustees of the trust shall be authorized to exercise the rights and privileges of Association membership on behalf of the trust.

(ii) *Corporations.* If the Record fee title to a Unit is held by a corporation, the president of the corporation as designated in the corporation's minutes shall be authorized to exercise the rights and privileges of Association membership on behalf of the corporation.

(iii) *Partnerships.* If the Record fee title to a Unit is held by a partnership, the managing partner as designated in the partnership agreement shall be authorized to exercise the rights and privileges of Association membership on behalf of the partnership. If no managing partner has been designated in the partnership agreement, then the partnership shall deliver to the Association a written designation of the name of the partner who is authorized, on behalf of the partnership, to exercise the rights and privileges of Association membership.

(iv) *Other Entities.* If the Record fee title to a Unit is held by a legal entity not described above, the majority owner of the entity shall be considered the Owner of the Unit for purposes of membership in the Association and may exercise the rights and privileges of a Member. If there is no majority owner, an owner of the legal entity shall deliver to the Association a written designation of the name of the owner who is authorized, on behalf of the entity, to exercise the rights and privileges of Association membership.

(h) *Joint Ownership.* Where Units are owned by more than one person and/or entity, the Board shall have the right, pursuant to Section 4.4, below to adopt a rule designating the minimum percentage ownership of a Unit to qualify the Owner as a Member for purposes of using any Common Area and Association Property or for determining eligibility to serve as a director. Spouses shall be permitted to aggregate their ownership interests to determine either spouse's percentage ownership of a Unit.

**2.3. Voting Rights.** In all matters submitted for a membership vote, Members shall be entitled to one (1) vote per Unit (regardless of the number of Members having an interest in the Unit), except for those Members whose voting rights have been properly suspended pursuant to the Governing Documents and applicable law.

**2.4. Inspection of Records.** Members shall have the right to inspect records of the Association as provided for in the Bylaws and otherwise by California law.

**2.5. Ingress, Egress, and Support.** Members shall enjoy a nonexclusive easement appurtenant to and for the benefit of their Units for ingress, egress, and support over, across, and through the Common Area and every portion of any Unit required for the structural support of the Unit.

**2.6. Easement for Use and Enjoyment of Common Areas and Association Property.** Members shall have a nonexclusive easement of use and enjoyment of the Common Areas, roads and Association Property, but not to other Owners' Units or Common Area designed for the exclusive use of the occupants of adjacent Units, subject to the rights of the Association as described in the Governing Documents, and subject further to the Association's right to reasonably limit the number of guests of Members. This easement includes the right to enter the Common Areas and Association Property as may be necessary to fulfill their maintenance obligations as described in the Governing Documents, provided that any damage to the Common Areas or Association Property shall be repaired at such Member's sole expense and in a timely fashion.

## **ARTICLE 3**

### **MEMBERSHIP OBLIGATIONS**

**3.1. Abide by Governing Documents.** Members shall be obligated to abide by the Association's Governing Documents and to ensure that their Families, guests, invitees, and Tenants abide by the Governing Documents.

**3.2 Prohibition against Severance.** The common interest portion of a Condominium appurtenant to each Unit is declared to be permanent in character and cannot be altered or severed from other interests in the Project, except as otherwise provided in Articles 17 and 18 below. An Owner's undivided interest in said Owner's Condominium shall be deemed to be conveyed or encumbered together with its respective Unit even though the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

**3.3 Purchase Subject to Violations.** Buyers shall take ownership of Units subject to any violations of the Declaration, Architectural Standards (see Section 5.2 below), or Rules which may exist concerning the Unit whether or not such violations were disclosed by the seller of the Unit and whether or not the Association knew of the violations at the time of sale. Such buyers shall be liable for correcting such violations upon demand by the Association. Assessments, fines, and other charges not secured by a lien on the Unit prior to transfer of title are exempt from this provision.

**3.4. Notice of Transfer of Ownership.** No later than five (5) days after the assignment, sale, quitclaim, or other transfer of their Units, Members shall notify the Association of the name and address of the transferee and the nature of the transfer.

**3.5. Duty to Maintain Unit.**

*(a) Maintenance of Components.* Members shall, at their sole expense, repair, maintain, and replace the components of their Units (including the living areas, patio-yard areas, balcony-deck areas and Improvements to their Units). This duty includes, but is not limited to, the responsibilities set forth below. The term "Unit" shall mean and include all of the below-described ownership interests, except when the context clearly indicates to the contrary. Each Unit includes both the portions of the building's improvements included within the boundaries and air-space so encompassed, but shall not include bearing walls, columns, horizontal supports, vertical supports, floors, roofs, foundations, patio-yard area walls and balcony-deck area walls, fences, steps and railings, chimneys, exterior lighting fixtures, pipes, ducts, flues, conduits, wire and other utility installations, wherever located except the outlets thereof when located within the Unit.

*(b) Designation of Maintenance, Repair and Replacement Responsibilities.* The maintenance, repair and replacement responsibilities of Owners and the Association are further designated in the Maintenance and Repair Matrix, attached as Exhibit "C". To the extent there is any conflict between the provisions of this Declaration and the Maintenance and

Repair Matrix, the Maintenance and Repair Matrix shall control. If any maintenance, repair and replacement obligation is not covered by the Maintenance and Repair Matrix, the provisions of this Declaration shall apply.

(c) *Member Maintenance of Balcony-Deck Areas and Patio-Yard Areas.* Members shall, at their sole expense, have the duty to maintain their respective balcony-deck area or patio-yard area.

(i) *Clean and Sanitary.* Members shall keep their balcony-deck areas or patio-yard areas in a clean and sanitary condition.

(ii) *Damage.* Members shall be liable for any damage to their balcony-deck areas or patio-yard areas caused by the acts, omissions, or willful misconduct of such Members, their Tenants, guests, Families, other invitees, or pets. The Association may cause the damage to be repaired and the expenses related to the repair assessed against the Member by Special Individual Assessment.

(iii) *Right to Inspect and Repair.* To ensure compliance, the Association shall have the right to enter the balcony-deck areas and patio-yard areas to inspect them. Failure by a Member to maintain a balcony-deck area or patio-yard area shall give the Association the right to repair it in accordance with the notice and repair provisions of these CC&Rs. The cost of such repairs shall become an Assessment against the Unit as provided for by these CC&Rs.

(iv) *Alterations.* Members shall not have the right to alter their balcony-deck area or patio-yard area without the prior written approval of the Board. No tile, carpet, artificial turf, or other covering materials are permitted as part of the finished floor of the balcony-deck areas or patio-yard areas. Curtains or drapes of any material may not be hung in front decks.

(v) *Ledges.* No plants or hanging vines shall be permitted to extend over the edge of any balcony-deck area or patio-yard area except as provided for in the Rules. Nor shall any item be placed temporarily or permanently on any ledge except as provided for in the Rules. Laundry, rugs, or other items may not be draped over any balcony-deck area or patio-yard area wall or railing.

(vi) *Dangerous Acts.* No Member shall throw or permit to be swept or thrown from the Unit, or its doors, windows, balcony-deck area or patio-yard area any dirt, water, objects, or other substance of any kind whatsoever.

(vii) *Unightly Objects.* In no event shall unsightly objects (including, but not limited to, laundry, mops, and appliances) be placed or stored on a balcony-deck area or patio-yard area where they may be seen by other Members or by the public in general.

(viii) *Furniture.* Members shall have the right to furnish their balcony-deck areas or patio-yard areas with outdoor furniture as provided for in the Rules.

(ix) *View Obstructions.* No vegetation or other obstruction that unreasonably obstructs the view from any other Unit shall be placed or maintained upon any balcony-deck area or patio-yard area. Any item or vegetation that, in the opinion of the Board, creates an unreasonable view obstruction shall be removed or pruned to the Board's satisfaction.

(x) *Watering Plants.* No Member shall water plants or use water on a balcony-deck area or patio-yard area in such a way as to cause water to drip, spray, pond, or flow onto the balcony-deck area or patio-yard area or windows of another Unit.

(xi) *Weight Limitations.* No Member shall allow the placement of unreasonable weight loads on a balcony-deck area or patio-yard area. The number and size of plants may be regulated by the Rules. No refrigerators, freezers, fire pits, or other appliances shall be permitted on patio-yard areas or balcony-deck areas.

(xii) *Water Damage.* Members shall be responsible for the cost of repairing any damage to their own property, the property of others, and the Common Areas and Association Property resulting from water intrusion from the balcony-deck area or patio-yard area appurtenant to their Units due to waterproofing failures for which the Member is responsible.

(d) *Cabinets, Countertops and Appliances.* Members are responsible for repairing, maintaining, and, if necessary, replacing all cabinets and countertops, and all appliances, including refrigerators, stoves, ovens, dishwashers, garbage disposals, microwaves, washers and dryers, and the like.

(e) *Electrical, Telephone, Security and Cable.* Members are responsible for all telephones, Owner-installed telephone lines, electrical wiring, light fixtures, electrical outlets, circuit breakers, and switches, Owner-installed cable and/or Owner-installed satellite television lines exclusively servicing a single Unit, and all locks, intercom equipment, and security systems. The Association is responsible for existing in-wall telephone and electrical wiring and the Association's central community satellite television system.

(f) *Carport Storage.* Owners must maintain assigned carports and storage lockers therein in a neat and orderly manner, leaving sufficient space to park one (1) car per allotted space. Notwithstanding the foregoing, Owners may store items within the storage locker that is part of their assigned carport, provided that Owners shall not store explosives, fireworks, or highly flammable or highly corrosive materials. Members shall keep their assigned carports hazard-free at all times. Members shall be responsible for insuring vehicles and stored items against loss.

(g) *Heating and Air Conditioning.* Members are responsible for repairing, maintaining, and if necessary, replacing all mechanical equipment, heating equipment, air conditioning equipment, if any, heat exchangers, drip pans, valves, thermostats, compressors, con-

trol equipment, and any other mechanical equipment exclusively servicing the Unit. Members shall be responsible for any damage to the Common Areas caused by their mechanical equipment. If such Member fails or refuses to make repairs, the Association may, but is not obligated to, repair the damage and assess the Member for the cost of the repair.

(h) *Improvements.* Members are responsible for repairing and maintaining all Improvements or alterations to the Unit or appurtenant areas by any current or prior Owner of the Unit, or by any other party other than the Association as part of any remodeling of the Unit, including any changes made to original construction of a Unit by any current or prior Owner. Members shall be responsible for all damage caused by any alteration or modification to original construction.

(i) *Interior Walls and Partitions.* Members must repair and maintain the walls and partitions that are contained inside their individual Units, except that all perimeter walls, party walls between adjoining Units, and any internal load-bearing walls shall be the Association's responsibility.

(j) *Plumbing.* Members are responsible for all plumbing equipment, including plumbing fixtures, toilets, faucets, bathtubs, tub and shower valves, shower pans, drain lines, water lines, angle stops, garbage disposals, water heaters, and similar features that exclusively service their Units, including all exposed drain, and supply lines within the Units. Notwithstanding the foregoing, the Association has the duty to maintain and repair plumbing within party walls.

(k) *Storage Areas.* Members are responsible for storage areas, if any, assigned to their Units, which storage areas may only be used as provided for in the Rules. Under no circumstances may explosives, fireworks, or highly flammable or highly corrosive materials be stored in such areas. Members shall keep their storage areas hazard-free at all times. Members shall supply their own locks to secure their possessions and shall be responsible for insuring stored items against loss.

(l) *Utility Lines.*

(i) Each Member shall have limited easements across the other Units and Common Area for the limited purpose of installing, repairing, or maintaining utility lines that cannot reasonably be serviced from the Member's Unit. Access to Units and Common Areas shall be limited to a reasonable work area for a reasonable time. Except in emergencies, reasonable notice and consent, which may not be unreasonably withheld, to perform such work must be obtained from the affected Owner.

(ii) Immediately after the work is completed, Members shall restore Units and the Common Area to the same or better condition as the Units and Common Area were in prior to the commencement of such work. Such restoration work on the Units and the Common Area shall be done at the sole expense of the Member performing the installation, repair, or maintenance work, and shall be completed in a timely fashion.

(iii) Notwithstanding the foregoing, the Association has the duty to maintain and repair utility lines within party walls.

(m) *Wall, Ceiling and Floor Coverings.* Members must repair and maintain the interior surfaces and coverings of the perimeter walls, floors, and ceilings, including, without limitation, plaster, paint, wallpaper, paneling, fabrics, mirrors, carpets, rugs, linoleum, hardwoods, marble, granite, tile, window coverings, acoustical ceiling covering or any other materials used to decorate the interior surfaces of the Unit.

(n) *Windows and Doors.* Members shall keep clean and in good repair the interior and exterior of the windows of their Units unless the Association has elected to clean the exterior surfaces for all Units. Members shall also be responsible for replacing damaged glass or screens with the same or substantially same material in the color, quality, size, and configuration as specified by the Board.

**3.6. *Water Damage and Mold.*** Each Member, and not the Association, is responsible for water damage and mold infestation to the Member's own Unit, and Common Area caused by (a) the Member or Member's Family, guests, invitees, and Tenants, or (b) plumbing lines and plumbing-related fixtures that the Member is responsible for maintaining. Each Member shall regularly inspect their Unit for plumbing leaks, water accumulation, water intrusion through windows, doors and roofs, and signs of mold. Water damage and/or mold contamination due to leaks not reported to the Association within forty-eight (48) hours of the discovery of the original leak shall be the responsibility of the Member. Members must periodically service and/or replace supply and drain lines to appliances, HVAC equipment, sinks, toilets, and the like in their Units. Members must ensure the proper installation of smitty pans under their water heaters. Members are liable for any damage caused by lack, improper installation, or improper drainage of smitty pans.

**3.7. *Supervision and Accountability for Guests.*** Members shall be liable for the conduct, behavior, and proper supervision of guests residing at or visiting their Units and/or using the Association's Common Areas. Each Member shall be accountable to the remaining Members and the Association for the conduct and behavior of persons residing with or visiting the Member in the Project.

**3.8. *Security.*** Members shall be responsible for their own security and shall take appropriate measures to ensure the security of the persons and property of themselves, their Families, Unit residents, and guests. Members may not rely on any security measures provided by the Association.

**3.9. *Obligation to Carry Insurance.*** Members shall purchase insurance at their sole expense to insure their separate interests as more fully described in Article 13 regarding insurance. The Association may but is not required to and is specifically relieved of any responsibility or liability for policing this provision. Should a Member fail to obtain and keep in place such insurance, the Member, not the Association, shall be liable for all damage to his or her Unit, personal effects and furnishings, the Common Area and Exclusive Use Common

Area that would have been covered by insurance had the Member kept and maintained such coverage, including any deductible.

**3.10. *Activities Affecting Insurance.*** Nothing shall be done or kept in any Unit or within the Common Area that will increase the rate of insurance relating thereto without the prior written consent of the Board. No Owner shall permit anything to be done or kept in said Owner's Condominium or within the Common Area that would result in the cancellation of insurance on any Condominium or any part of the Common Area or would be in violation of any law.

**3.11. *Reimbursement to Association.*** In the event the Association undertakes to provide materials or services that benefit a particular Member, such Member in accepting the materials or services agrees to reimburse the Association for the costs incurred by the Association, which costs shall become a Special Individual Assessment against the Member.

**3.12. *Liability for Mitigation and/or Damage.*** Members shall be liable for expenses incurred by the Association in mitigating damage to the Common Areas, Association Property, Members' Units and Improvements due to damage: (a) from flood, fire, insect or rodent infestation or other similar causes originating from Members' Units; or (b) from the acts, omissions, or negligent or willful misconduct of such Members, or Members' guests, invitees, Tenants, or pets. Such expenses shall become a Special Individual Assessment against such Members and their respective Units.

#### **ARTICLE 4**

##### **DUTIES AND AUTHORITY OF THE ASSOCIATION**

###### **4.1. *Powers of a Nonprofit Corporation.***

(a) *Generally.* The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of California in operating and managing the Property and the Project and in otherwise discharging its responsibilities for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents or otherwise specified by law. The specific powers and rights described herein are not intended to limit this general statement of the Association's authority.

(b) *No Activities that Jeopardize Characterization.* Notwithstanding anything contained in this Declaration to the contrary, the Association may not engage in any activity that may jeopardize the nonprofit character of the Association.

**4.2. *Board of Directors.*** Unless provided otherwise in the Governing Documents, the Board shall manage the Association, enforce the Governing Documents, maintain the Common Areas, and administer all other acts of the Association.

(a) *Director Qualifications.* Board Member qualifications shall be set forth in the Bylaws. However, as minimum requirements, only Members in good standing may be elected to and serve on the Board. A Member shall not be in good standing so as to serve on the Board if (i) the Member's rights and privileges have been suspended pursuant to the Governing Documents and applicable law; (ii) the Member is a party to an active lawsuit, mediation, alternative dispute resolution or arbitration proceeding against the Association; (iii) the Member has been convicted of a felony involving moral turpitude; or (iv) the Member is uninsurable or unbondable.

(b) *Board and Membership Meetings.* The Association shall have at least one (1) meeting of its Members each year as provided for in the Bylaws. All such meetings shall be held on dates and at times and locations as provided for in the Bylaws and shall be conducted in accordance with a recognized system of parliamentary procedure selected by the Board and as specified in the Bylaws.

**4.3. Enforce Governing Documents.** The Association's authority to enforce the Governing Documents shall be as provided for in the Governing Documents and as otherwise set forth in applicable law. Such authority includes the right and power to suspend a Member's voting rights and rights to use the recreational facilities for any period, provided that such suspension must be in accordance with the notice and hearing rights set forth in the Association's Bylaws.

**4.4. Rule Making Power.** The Board may, from time to time and subject to the provisions of this Declaration, propose, enact, and amend Rules of general application to the Owners. The Rules may concern, but need not be limited to (a) the use, occupancy, and maintenance of the Project, (b) the general health, welfare, comfort, and safety of residents in the Project, and (c) the interpretation and implementation of the Governing Documents. The Board shall use the procedure set forth in the Bylaws for the adoption, distribution, and amendment of such Rules.

**4.5. Collection of Common Funds; Payment of Common Expenses.**

(a) *Collection and Receipt of Common Funds.* The Association shall have the power to collect and receive the Common Funds and use the Common Funds to pay Common Expenses. The Association shall maintain a bank account for these purposes.

(b) *Incur and Pay Common Expenses.* The Association shall have the power to incur and pay the operational expenses of the Association, which shall include, but not be limited to, legal and accounting services; utilities; insurance; management services; pest control, cleaning, painting, and other such services; maintenance, repair, reconstruction, and replacement of all or any portion of the Common Areas or the personal property acquired by the Association; supplies and materials; and such other services for the use, enjoyment, and protection of the Project and its residents as the Board may determine from time to time are reasonable, proper, or desirable.

**4.6. Borrow and Repay Money.** The Association may borrow and repay monies as needed in connection with the discharge of its duties, and pledge or assign Special Assessment rights as security for the repayment of such borrowed money; provided, however, that any loan in excess of five percent (5%) of the Regular Assessments shall require Membership Approval.

**4.7. Assessments.** The Association shall have the power to establish, fix, and levy Assessments and to enforce payment of such Assessments as more particularly provided in Article 11 below. Any Assessments levied by the Association against its Members shall be levied in accordance with and pursuant to the provisions of this Declaration, and such Assessment shall not exceed the amount necessary to defray the costs for which the fee is levied.

**4.8. Association Maintenance.**

(a) *General Duty.* The Association shall have the duty to maintain and repair the Common Areas and Association Property, except as otherwise provided in this Declaration and the Maintenance and Repair Matrix, Exhibit "C".

(b) *Landscaping.* The Association shall maintain the shrubbery, plants, and other landscaping materials in the Property, except that located in Units or on balcony-deck areas or patio-yard areas, subject to this Declaration.

(c) *Mail Boxes and Related Facilities.* The Association shall maintain, repair, and replace the mail boxes and related facilities that service the Members.

(d) *Perimeters of Patio-Yard Areas and Balcony-Deck Areas.* The Association shall have the duty to maintain, repair and replace the perimeter walls and fencing of patio-yard areas and the perimeter walls and rails of balcony-deck areas. The Association shall have the right to enter upon any patio-yard area or balcony-deck area to carry out this duty.

**4.9. Limitations on Capital Improvements.** The Board may not make capital improvements to the Common Areas or Association Property in any one fiscal year in excess of ten percent (10%) of the Association's budgeted gross expenses for that year without approval of Owners, as set forth in Section 11.5(b), regarding Special Assessments.

**4.10. Termites and Pests.** In addition to any authority provided for by Civil Code Sections 4775, 4785 and 4790, the Board shall have the authority and the duty to (a) treat and/or repair Common Areas and Association Property infested or damaged by insects, rodents, wood-destroying pests, organisms, and micro-organisms, but not damage covered by Section 3.6 dealing with water damage and mold, (b) impose Special Assessments on the membership for the cost of the treatment and/or repairs, and (c) summarily remove residents at the residents' expense to ensure prompt treatment and repairs. Each Owner of a Unit shall bear the costs of any damage to the Unit caused by the presence of wood-destroying pests, organisms, or micro-organisms regardless of the cause.

**4.11. Transfer to Public Agency.** The Association may, upon Membership Approval, dedicate or transfer all or any part of the Common Area or Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association.

**4.12. Real Property Exchange.** Upon Membership Approval, the Association may transfer any part of the Common Area or Association Property to other persons or entities in exchange for real property of equal or greater value.

**4.13. Discharge of Liens.** The Association shall have the power to discharge by payment, if necessary, any lien against the Common Area and Association Property, and assess the cost thereof to the Member or Members responsible for the existence of said lien. Prior to any Board decision to discharge a lien, the Owner shall be given written notice and an opportunity for a hearing before the Board in order to present any defenses that may exist.

**4.14. Foreclose, Hold Title, and Make Conveyances.** The Association shall have the authority to lien and foreclose upon any Unit for non-payment of Assessments, to take title to the Unit, and to assume or otherwise pay off encumbrances, and to acquire, hold title to, lease and convey, with or without consideration, real and personal property, and interests.

**4.15. Commercial Concessions.** The Board may negotiate contracts and grant commercial concessions over portions of the Common Area and Association Property.

**4.16. Vendor Contract Limitations.** The Association shall not enter a contract for services that binds the Association for a period in excess of two (2) years, without Membership Approval, except for the contracts specified below.

(a) **Public Utility Contract.** A contract with a public utility company may exceed two (2) years if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(b) **Fire and Burglary.** The Association may enter a contract for terms up to three (3) years to lease or service burglar and/or fire alarm equipment or provide protective services.

(c) **Bulk Cable Service.** The Association may enter contracts for terms of up to five (5) years to provide cable, internet, satellite communications service, or similar service.

(d) **Insurance.** The Association may enter a contract for prepaid casualty and/or liability insurance if the policies do not exceed three (3) years' duration, provided that the policy/policies permit for short rate cancellation by the insured.

**4.17. Association's Limited Right of Entry.** The Association shall have a limited right to enter any Unit on the Property, as set forth in Section 3.5 and Article 10 of this Declaration.

**4.18. Encroachment of Common Area or Association Property.** If any portion of Common Area or Association Property encroaches upon the Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

**4.19. Utility, Cable and Drainage Easements.**

(a) *The Association's Easements.* The Association is granted easements to enter onto Units as is necessary or prudent to (i) install, repair, and maintain Common Area or Association Property utility lines and (ii) install, operate, and maintain transmission lines and other facilities for a community television system, high-speed internet lines, community security systems, or other similar systems, provided that any damage to a Member's Unit shall be repaired at the Association's expense and in a timely fashion.

(b) *Authority to Grant Easements.* The Board may grant easements and rights of way in, under or through the Common Areas and Association Property for the purpose of constructing, erecting, operating, or maintaining utilities and similar services.

(c) *Limitation on Granting Easements.* As required by Sections 4202(a)(4) and 4600 of the Civil Code, granting any Member an easement for exclusive use of any portion of the Common Areas or Association Property requires approval of the membership. However, the Association shall have the power to make grants permissible under Section 4600 of the Civil Code, including but not limited to the right to make grants for the purpose of (i) transferring the burden of management and maintenance of any Common Area that is generally inaccessible and not of general use to the membership at large of the Association; accommodating a disability; and installing and using an electric vehicle charging station in an Owner's designated carport (in compliance with Civil Code Sections 4600(b)(3)(H) and 4745). The Association also has the power to assign carports and parking pursuant to Section 6.27 of this Declaration.

**4.20. Storage and Trash Easement.** An easement for the purpose of the placement and storage of trash and refuse collection containers is hereby reserved to the Association as designated by the Board.

**4.21. Receive Property.** The Board may receive property on behalf of the Association.

**4.22. Limitations on Sale of Property.** During any fiscal year, the Board shall not sell property owned by the Association having an aggregate market value in excess of five percent (5%) of the Association's budgeted gross expenses for that year without membership approval.

**4.23. Personal Property of Association.** The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

**4.24. Delegation to Manager.** The Board may delegate any of its duties, powers, or functions to any qualified person or management company to act as manager, provided however, that the manager shall act at the direction and supervision of the Board.

**4.25. Designation of Association as Attorney-in-Fact.** The Association is hereby irrevocably appointed as the attorney-in-fact for the Owners of each and every Unit to: (a) manage, control, and deal with the interest of such Owners in the Common Area and Association Property so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder; (b) institute, defend, settle, or intervene in litigation, arbitration, mediation, or administrative proceedings on behalf of the Owners pursuant to Civil Code Section 5980; (c) deal with the Property upon its destruction or obsolescence as hereinafter provided; and (d) to deal with and handle insurance and insurance proceeds, as provided in Article 13 below, and condemnation and condemnation awards, as provided in Article 17 below. The acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Association as the Owner's attorney-in-fact as provided above.

## **ARTICLE 5**

### **ARCHITECTURAL IMPROVEMENTS**

#### **5.1. Architectural Committee.**

**(a) Authority to Appoint Committee.** The Board of Directors shall have the authority to appoint an Architectural Committee in accordance with the Association Bylaws.

(i) If the Board does not appoint an Architectural Committee, the Board shall automatically be deemed the Architectural Committee.

(ii) If the Board appoints an Architectural Committee, it shall be composed of one (1) to five (5) persons. Architectural Committee members shall serve at the discretion of the Board. In the event of the death, incapacity, or resignation of any member of the Architectural Committee, a successor shall be appointed by the Board.

**(b) Compensation.** Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to their duties as Architectural Committee members. However, in its sole discretion, the Board or Architectural Committee may retain the professional services of architects, engineers, contractors, or other qualified professionals to assist in the evaluation and processing of architectural Improvement or alteration applications. The cost of such consultants and any related expenses shall be charged to those Owners submitting plans for alterations and/or Improvements to their Units.

(c) *Conflict of Interest.* No director or Architectural Committee member may participate in the decision-making process of any architectural submittal made by that director, Architectural Committee member, or members of the director's or Architectural Committee member's family. Moreover, no director or Architectural Committee member may participate in the decision-making process of an architectural submittal that will result in a monetary benefit to the director, Architectural Committee member, or members of the director's or Architectural Committee member's family, or any company in which the director, Architectural Committee member, or members of the director's or Architectural Committee member's family have a financial interest.

## 5.2. *Architectural Standards.*

(a) *Authority to Adopt, Amend, or Repeal.* The Board may adopt, amend, and repeal architectural standards ("Architectural Standards"), so long as the standards meet the minimum requirements set forth in this Declaration. If the Board appoints an Architectural Committee, the Committee may recommend Architectural Standards for adoption by the Board.

(b) *Purpose of Architectural Standards.* The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth (i) the criteria and procedures for the review and approval of proposed Improvements, and (ii) guidelines for Architectural Standards (including, but not limited to, placement of any modification, color schemes, exterior finishes, materials, and similar features that are recommended or required for use in connection with the Project).

(c) *Conflicts.* If there is a conflict between the Architectural Standards and this Declaration, the provisions of this Declaration shall prevail.

## 5.3. *Approval of Improvements.*

(a) *Requirement of Approval.* No Improvement of any kind shall be made in or to any Unit, Common Area or Association Property unless the plans and specifications showing the nature, color, kind, shape, height (including front, side, and rear elevations), materials, and location of the same have been submitted to the Architectural Committee and then approved in writing by the Board as to quality of workmanship and materials, harmony of external design, and location in relation to surrounding structures, setback lines and topography, and finish grade elevation. If a Committee is appointed pursuant to Section 5.1, above, it shall make a recommendation to the Board for approval or rejection, which recommendation must be confirmed or rejected by the Board at its next regularly scheduled meeting, but in no event later than sixty (60) days following action by the Committee. No approval shall be required for any interior non-structural changes as to color, permitted floor and wall coverings and the like, said Improvements being within the sole discretion of the Owner of the particular Unit.

(b) *Submitting Plans and Specifications.* Plans and specifications shall be submitted to the secretary of the Association or the chairman of the Architectural Committee by personal delivery or first-class mail.

(c) *Limitation on Applicability of Approval.* Plans and specifications approved by the Board are not approved for engineering design or building code specifications. Members shall be responsible for ensuring compliance with applicable fire and building codes, ordinances, and specifications. Any construction, repair, modification, or alteration of any Improvement requiring the issuance of a building permit shall be submitted by the Member to the appropriate governmental entity for review, approval, and inspection.

(d) *Conditions and Requests for Modification.* Approval by the Board can contain conditions or requests for modification of particular aspects of the Owner's plans and specifications. In the event of a conflict in the conditions of approval imposed by the governmental entity and the Board, the more restrictive conditions shall control.

(e) *Approval by Default.* If the Board fails to approve or disapprove such design and location within forty-five (45) days after proper plans and specifications have been submitted to it, the request shall be deemed to have been approved, except for any portion of the improvement or alteration that violates any provision of the Governing Documents, or state or local codes or ordinances.

(f) *Automatic Disapproval.* If the Improvements, additions, alterations, or modifications, as executed, are different than those approved, such Improvements, additions, alterations, or modifications shall be deemed disapproved. The Member must promptly correct the nonconforming items to comply with the Architectural Standards, the Board's approvals, and applicable building codes and any other governmental requirements.

**5.4. Review Fees and Remodeling Agreement.** The Board may establish a schedule of fees that may be charged to the submitting party to defray any costs incurred by the Association, including architectural or consultant fees, legal fees, and expenses for reviewing plans. In addition, the Board may require Members to sign a remodeling agreement.

**5.5. Acoustical Limitations.** All flooring shall meet or exceed a Field Impact Insulation Class ("FIIC") rating of not less than 55 dB. However, all floors approved by the Board and installed prior to the approval of this Declaration are grandfathered but shall be brought into compliance whenever the flooring is replaced.

**5.6. Variances.** The Board of Directors shall be entitled to allow reasonable architectural variances if the Board determines that the variance will not: (a) constitute a material deviation from the overall plan and scheme of development within the Project or Association Property, (b) result in a material detriment, or (c) create a nuisance with respect to the Common Area or any other Member. The granting of a variance by the Board shall in no event be deemed a variance or waiver as to any other Member or Unit, nor shall any variance affect the applicability or enforceability of any provision of this Article in respect to any other Unit.

**5.7. Inspection.** The Association shall have the right but not the obligation to periodically inspect any Improvements of which plans were approved by the Board. Members shall allow inspection and any Improvements may be halted and the Member fined if inspection is not allowed. Such inspections do not relieve a Member from the duty to comply with the Architectural Standards and all applicable building and fire codes.

**5.8. Combining Units.**

(a) *Board Approval Required.* No Member may combine adjoining Units without prior written approval of the Board; submission of plans prepared and signed by an architect, including structural plans signed by a qualified licensed engineer; building permits; and certificates of insurance from contractors performing the work, who must be licensed for such work.

(b) *Indemnification.* Members who combine Units shall hold harmless, indemnify and defend the Association and its officers, directors, Architectural Committee members, employees, and agents against all claims for injuries, loss, or damage to persons or property related to or arising from the work performed.

(c) *Consequences.* Combining Units shall have the following consequences: (i) the percentage interest in the Common Area allotted to the combined Units shall be equal to the sum of the percentage interests in the Common Area of each of the combined Units; (ii) the Assessments due and owing on the combined Units shall be equal to the sum of the Assessments levied against each of the respective Units so combined; and (iii) the Owner of the combined Units shall continue to have the same number of votes assigned to the Units before they were combined.

**5.9. No Right to Divide Units.** No Member shall have the right to divide any Unit; provided, however, that once two (2) or more Units have been combined, the Owner of such combined Units may seek written approval of the Board to divide the Units and thereby restore them to their original dimensions and footprint.

**5.10. Mechanics' Liens.** Members shall ensure that no lien is placed against any other Unit, or against the Common Areas for labor or material furnished to their Units. If a lien is placed against other Members' Units, and the responsible Member does not immediately cause the removal of the lien, the Association or co-Owner of the particular Unit may, after written notice to the responsible Member, pay the amounts necessary to have the lien removed and levy a Special Individual Assessment against the responsible Member.

**5.11. Waiver of Liability.** Neither the Architectural Committee or its members nor the Association or its officers, directors, employees, or agents shall be liable for any damage, loss, or prejudice suffered or claimed on account of the Architectural Committee's, any Architectural Committee member's or Board's approval or disapproval of any plans, drawings or specifications, or the conformance of the construction with the approved plans.

## **ARTICLE 6**

### **GENERAL RESTRICTIONS**

**6.1. Antennas.** No antennas for transmitting or receiving radio signals or any other form of electromagnetic radiation may be installed except as provided in the Association's Rules, its Architectural Standards, and applicable law.

**6.2. Anti-Time-Share Provision.** No Owner shall be permitted to lease a Unit for any temporary, transient, or hotel purposes. No Owner may lease less than the entire Unit. Any lease must be for a minimum of one (1) year.

**6.3. Barbecues.** There shall be no exterior fires whatsoever except barbecue fires. The hours of operation, type of equipment, and rules regarding barbecue usage shall be established in the Association Rules. Residents shall take reasonable precautions to minimize smoke from entering other Units.

**6.4. Diseases and Insects.** No Owner shall permit any condition or thing to exist upon or within the Owner's Unit which shall induce, breed, or harbor infectious plant diseases, rodents, or noxious insects.

**6.5. Exterior Maintenance.** There shall be no exterior painting or maintenance of building structures housing Units by or on behalf of the Owners thereof, or any person holding thereunder, nor repair or replacement of original roofs or utility laterals by said persons, it being the intention hereunder that such items be maintained and replaced by the Association in conjunction with the latter's maintenance of the Common Areas and Association Property in order to preserve the external harmony and uniform appearance of the Property. Nothing herein shall be construed as preventing an Owner from maintaining common household plants located entirely within the Owner's Unit or patio-yard areas or balcony-deck areas, except as otherwise limited by this Declaration and the Rules.

**6.6. Flammable Materials.** Under no circumstances may explosives, fireworks, or highly flammable or highly corrosive materials be stored or used by Members or their Families members, Tenants, invitees, or guests at any place on the Property.

**6.7. Garbage and Storage.**

*(a) No Accumulation of Rubbish.* No rubbish, trash, or garbage shall be allowed to accumulate on the Property and any trash created by an Owner's use of the Owner's Unit shall be stored entirely within appropriate covered disposal containers located within said Unit. Owners shall deposit their accumulated trash only within the Property's community disposal containers maintained by the Association. No disposal containers will be allowed in the Common Area or Association Property except as maintained by the Association.

(b) *Right to Impose Penalties and Fines.* Any extraordinary accumulation of rubbish, trash, garbage, or debris shall be removed promptly from the Property to a public dump or trash collection area by the Owner or Tenant at the Owner's or Tenant's expense. Storage of personal property shall be maintained within each Unit. There shall be no woodpiles or storage piles accumulated in any area outside of a Unit unless the same are screened from view by neighboring Units, Common Areas and Association Property. The Association shall be entitled to impose reasonable fines and penalties for collection of garbage and refuse which is disposed of in any manner inconsistent with this Section.

**6.8. Harassment.** Members shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Tenants, residents, guests, occupants, invitees, management, or vendors, or their agents or employees.

**6.9. Health and Safety Hazards.** Members shall not permit conditions that constitute a health, safety, or fire hazard to exist at any place on the Property.

**6.10. Interior Improvements.** No Owner shall undertake any action or work interior that will impair the structural soundness or integrity of the Owner's Unit or an adjoining Unit or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely affect the other Units or their Owners.

**6.11. Laundry.** No exterior clothesline shall be erected or maintained. There shall be no drying or laundering of clothes on the balcony-deck areas, fences, patio-yard areas, or other areas in any manner that is visible from any neighboring Unit, the Common Area or the Association Property.

**6.12. Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Unit by any Owner, except such machinery or equipment as is usual or customary in connection with the use and maintenance of a Unit or appurtenant structures within the Property.

**6.13. Nudity.** Public displays of nudity are prohibited on the Property.

**6.14. Nuisance.**

(a) *Generally.* 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.

(b) *Exfiltration.* Any "exfiltration" (air flow outward through a wall, building envelope, window, or similar passageway) of any noxious odor, smoke, or the like, including, but not limited, to tobacco smoke, from a Unit, whether through windows, doors, vents, or

other means such as Owners' patios or decks is prohibited. It is the responsibility of the Member causing such exfiltration to prevent it.

(c) *Allergies and Sensitivities.* Residents with allergies or sensitivities must, at their own expense, take precautions to protect themselves against common-place levels of noise, odors, dust, smoke, gases, pollen, or other environmental pollutants.

(d) *Board's Discretion.* Because a nuisance is largely subjective, the Association is not obligated to become involved in disputes where the alleged nuisance causes mere inconvenience rather than substantial interference. If, in the Board's opinion, a nuisance exists, the Board may send "cease and desist" letters or, following due process as provided for by law, the Rules, and the Bylaws, impose fines, suspend privileges, take legal action, or seek any other remedy provided for by law and/or this Declaration.

**6.15. Obstruction of Common Areas or Association Property.** No portion of the Common Area or Association Property shall be obstructed or used for other than its intended purpose, except as designated by the Board.

**6.16. Occupancy Restriction.** The maximum number of persons who can reside in any Unit is two (2) persons per bedroom plus one (1) additional person. For purposes of this restriction, "reside" shall mean the use, residency, or occupancy of any Unit by any person for more than thirty (30) consecutive days or more than sixty (60) aggregate days, whether or not consecutive, in any one (1) calendar year.

**6.17. Pets.**

(a) *Pet Limitation.* Members' rights to keep, breed, or maintain usual domestic dogs, cats, fish, and birds as household pets, including the reasonable number of pets per Unit, shall be provided for in the Rules. However, no animals shall be kept, bred, or maintained upon the Property for commercial purposes.

(b) *Liability.* Every Member shall be liable for any injury to person or damage to persons or property caused by any pet brought or kept within the Project by the Member or Member's Family, guests, invitees, or Tenants. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, Tenants, and contract purchasers for any damage or injury to persons or property caused by any pet.

(c) *Control.*

(i) No pets shall be allowed in the Common Area or Association Property, except as may be permitted by the Association Rules, provided that no household pet shall be left chained or otherwise tethered in the Common Area or Association Property.

(ii) No dog shall enter the Common Area or Association Property except while on a leash that is held by a person capable of controlling it. All dogs shall be leashed and under the control of a person at all times the dog is outside a Unit and on the Property. The Association may cause any unleashed dog found outside a Unit or within the Common Areas or Association Property to be removed to a pound or animal shelter under the jurisdiction of the County.

(iii) Pet owners shall be responsible for the prompt and thorough removal and appropriate disposal of pet wastes deposited by their pets on the Property.

(d) *Additional Rules.* The Board shall have the right to establish and enforce additional rules defining in a uniform and nondiscriminatory manner what constitutes a "reasonable number" of pets, depending on such criteria as size, disposition, maintenance requirements, and/or noise, and imposing standards for the reasonable control and keeping of pets in, upon, and around the Property to ensure that the same do not interfere with the quiet and peaceful enjoyment of the Property by the other Owners. The Rules adopted by the Board may, in the Board's sole discretion, limit the right to maintain dogs, cats, and other pets that are likely to be within the Common Areas or Association Property from time to time, to Owners; provided, however, that any such rule shall not affect the rights of any lessee under a lease agreement in effect at the time the rule is adopted.

**6.18. Quiet Enjoyment.** No one may engage in any abusive or harassing behavior or any form of intimidation or aggression, whether verbal or physical, against other Members, Tenants, residents, guests, invitees, members of the Board, or the Association's management, employees, agents, or vendors. Because the breach of quiet enjoyment is largely subjective, the Board may choose to act only against egregious breaches. In the event the Association chooses not to act on a complaint of breach of quiet enjoyment, or the complaining party believes the Association's action is not sufficient, such party may take legal action to enforce this provision against other residents but specifically waives the right to take action against the Association and its officers, directors, employees, and agents in their handling of the party's complaint.

**6.19. Residential Use.** Members shall not use or permit their Unit or any portion of it to be occupied or used for any purpose other than as a private residential dwelling. Notwithstanding the foregoing, a Unit may be used as a combined residence and office by residents thereof, so long as such use is otherwise in compliance with the Governing Documents, governmental rules, regulations, or requirements and does not interfere with the quiet enjoyment by other residents of their Units and such use does not involve the entry of guests or invitees or the use of the Project's water, sewer, or other services.

**6.20. Roof Restricted Access.** Members and their Families, Tenants, residents, guests, employees, and agents are prohibited from entering onto the roofs without the prior written consent of the Board.

**6.21. Sale of Unit.** Governance of open houses, brokers' caravans, and other matters relating to the sale of a Unit shall be provided for in the Rules.

**6.22. Satellite Dishes.** Satellite dishes may only be installed as provided for in the Rules, Architectural Standards, and applicable law.

**6.23. Signs.** No sign or billboard of any kind (including, but not limited to, commercial signs) shall be displayed to the public view on the Property, except for:

- (a) Directional signs established by the Association;
- (b) Such signs as may be required for legal proceedings or notices;
- (c) One (1) identification sign designating the particular Unit, subject to the approval of the Association;
- (d) During the time of construction of any improvement, one (1) job identification sign not larger than eighteen (18) inches by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet;
- (e) Signs advertising Units "for sale", "for lease", or exchange, or which advertise directions to the Property, which signs shall be of customary and reasonable dimensions and of a professional type and dignified appearance, and do not adversely affect public safety, including traffic safety. Signs for sale may be placed by the Association's Sign Coordinator in the "Homes for Sale" board at the front of the Property;
- (f) Signs supporting, opposing or endorsing a political candidate, election proposition or political view, which signs shall be of customary and reasonable dimensions, not to exceed three (3) square feet in size, and do not adversely affect public safety, including traffic safety. All such signs shall be removed no later than ten (10) days following any election to which they relate; and
- (g) Noncommercial signs, posters, flags, or banners otherwise permitted by law, except that under no circumstances may a noncommercial sign or poster exceed three (3) square feet in size or a noncommercial flag or banner exceed fifteen (15) square feet in size.

**6.24. Spas and Hot Tubs.** No spa or hot tub may be installed in any Unit or in any patio-yard area or on any balcony-deck area without the written approval of the Board. Such installations shall meet the sound rating requirements specified by the Board.

**6.25. Use of Association Employees.** Members may hire off-duty Association employees to perform work. However, the use of off-duty employees shall be at the employing Member's expense. Such Member shall be responsible for workers' compensation and payroll deductions for that employee and provide proof thereof to the satisfaction of the Association. In no event shall the Association be liable for the acts or omissions of or injuries to

employees hired by Members during the course and scope of services being offered to Members.

**6.26. Use of Independent Contractors.** Members may use independent contractors to perform work in their Units, subject to the Board's approval pursuant to Article 5. Such contractors shall be licensed and insured, including such insurance coverage as may be adopted into the Rules.

**6.27. Vehicles and Parking.**

(a) *Management of Parking.* The Association shall manage and control the use of all parking on the Property.

(b) *Carports, Storage Lockers Therein and Assigned Parking.* Carports are part of the Association Property and are not part of the Owners' Units. The Association shall have the sole power to assign Owners the use of one (1) carport and storage locker therein per Unit, the location of which shall be determined by the Board. As the Property is a senior citizen project where there may be a number of residents with limited mobility, the Association cannot guarantee it will be able to provide assigned parking within reasonable proximity or access to any particular Unit.

(c) *Parking Spaces.* The Board may from time to time assign the exclusive right to use of parking spaces to particular Units. Reassignment of these spaces shall be based upon the mutual written consent of Owners whose assignments will be changed; provided that the Board may reassign spaces subject to applicable notice and hearing provisions if there is no consent.

(d) *Restricted Parking.* Only the following types of vehicles may be parked or stored in carports and parking spaces: automobiles, trucks, vans, motorcycles, or mopeds. Vehicles shall be parked completely within the carport or parking space. No recreational vehicle, camper, boat, recreational water craft, trailer, or any other similar vehicle is permitted in any portion of the Property or in any carport or parking space.

(e) *Commercial Vehicles.* Commercial vehicles which are over 3/4 ton or create a hazard or nuisance are prohibited on the Property, except the Association may allow contractors' vehicles on site subject to reasonable rules and regulations.

(f) *Proper Operating Condition.* All vehicles on the Property shall be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, or appearance. All vehicles shall carry current registration and shall be insured.

(g) *Limited Operation.* The engines of vehicles shall not be allowed to operate on the Property except as may be necessary to move the vehicle into or out of the parking areas.

(h) *Motorcycles.* Motorcycles must be configured so as to provide as quiet an operation as is reasonably possible.

(i) *Repair of Vehicles.* No Member shall construct, repair, or service any vehicle within any portion of the Property, except for emergency repairs to the extent necessary for the movement of the vehicle to a proper repair facility.

(j) *Washing of Vehicles.* Vehicles may not be washed or detailed on the Property except as provided for by the Board in the Rules or in designated areas. The Association, its officers, directors, committee members, employees, and agents shall not be liable for any loss or damage to person or property arising out of the washing or detailing of such vehicles.

(k) *Fluid Leaks.* Members must keep the Property, including carports, free of fluids such as oil, radiator coolant, brake fluid, and power steering fluid. Members who fail to do so may be fined or specially assessed for the cost of cleaning the affected areas.

(l) *Theft or Damage.* The Association shall not be liable for any loss or damage suffered by any Member or guest by reason of theft of or damage to any vehicle or vehicle contents, unless caused by the Association's intentional misconduct or gross negligence.

(m) *Exposure to Weather.* All vehicles parked on the Property may be exposed to varying degrees of sun, rain, wind, or other weather conditions.

(n) *Impeding Access.* No vehicle shall be parked in such a manner so as to impede or prevent ready access to any door, gate, entrance, or exit.

(o) *Towing.* For vehicle-related violations, an offending vehicle may be towed by the Association at the Member's expense pursuant to the requirements of California Vehicle Code Section 22658 or any applicable succeeding regulation or statute.

**6.28. Window Coverings.** Appropriate window coverings must be installed on windows at all times. The color of such window coverings shall be in harmony with the exterior of the structure. No window may be covered by paint, aluminum foil, newspapers, bed sheets, cardboard, blankets, or other similar items.

**6.29. Senior Citizen Housing.**

(a) *Definitions.* For purposes of this Section 6.29, the following terms shall have the following definitions:

(i) *Cohabitants.* Persons living together as husband and wife or persons who are domestic partners within the meaning of California Family Code Section 297, or any successor statute.

(ii) *Permitted Healthcare Resident.* A person hired to provide live-in, long-term, or terminal healthcare to a Senior Citizen or a family member of the Senior Citizen providing that care. The care must be substantial in nature and must provide assistance with necessary daily activities, medical treatment, or both.

(iii) *Qualified Disabled Resident.* A disabled person or person with a disabling illness or injury who is a child or grandchild of the Senior Citizen or a Qualified Permanent Resident who needs to live with the Senior Citizen or Qualified Permanent Resident because of the disabling condition, illness, or injury. A "disabled" person means a person with a disability as defined in California Civil Code Section 54(b). A "disabling injury or illness" means an illness or injury that results in a condition meeting the definition of disability in California Civil Code Section 54(b).

(iv) *Qualified Permanent Resident.* A person who satisfies both of the following requirements: (a) the person was residing with the Senior Citizen before the Senior Citizen's death, hospitalization, or other prolonged absence or before the dissolution of marriage with the Senior Citizen; and (b) the person is age forty-five (45) or older (in accordance with Section 6.29(i)); was the spouse of the Senior Citizen, was a Cohabitant with the Senior Citizen, or was providing the primary physical or economic support to the Senior Citizen.

(v) *Senior Citizen or Qualifying Resident.* A person age fifty-five (55) or older.

(b) *Age Restriction Occupancy Requirements.* The Property is designed to provide housing for Senior Citizens and is intended to qualify as a senior citizen housing development within the meaning of California Civil Code Section 51.3(b)(4). On commencement of occupancy of a Unit, at least one (1) resident must be a Senior Citizen who intends to reside in the Unit as his or her primary residence on a permanent basis. All other residents must qualify under one (1) of the following categories: (i) the resident is age forty-five (45) or older; (ii) the resident is the spouse of the Senior Citizen; (iii) the resident and the Senior Citizen are Cohabitants; (iv) the resident is providing the primary physical or economic support to the Senior Citizen; (v) the resident is a Qualified Disabled Resident; or (vi) the resident is a Permitted Healthcare Resident. On the death or dissolution of marriage or on hospitalization or other prolonged absence of the Senior Citizen, a Qualified Permanent Resident or Qualified Disabled Resident may continue to reside in the Unit as a permanent resident. This shall not apply to a Permitted Healthcare Resident.

(c) *Termination of Disability.* For anyone who is a Qualified Disabled Resident and the disabling condition ends and the Qualified Disabled Resident does not otherwise qualify to reside in the Unit under Section 6.29(b), the Board may require the formerly disabled resident to cease residing in the Project on receipt of six (6) months' written notice; the Board may, however, allow the person to remain a resident for up to one (1) year after the disabling condition ends.

(d) *Termination of Occupant Rights of a Qualified Disabled Resident.* The Board may take action to prohibit or terminate the occupancy by a person who is a Qualified Disabled Resident solely because of a disability if the Board, based on credible and objective evidence, finds that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided that the action to prohibit or terminate the occupancy may be taken only after satisfying each of the following conditions:

(i) The Board gives reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged and reasonable notice to the co-resident parent or grandparent of that person; and

(ii) The Board gives due consideration to the relevant, credible, and objective information provided at the hearing. The evidence shall be taken and held in a confidential manner under a closed session by the Board to preserve the privacy of the affected person. The affected person(s) 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.

(e) *Occupancy by a Permitted Healthcare Resident.* A Permitted Healthcare Resident may occupy a Unit during any period that the Permitted Healthcare Resident is actually providing live-in, long-term, or terminal healthcare to the Senior Citizen for compensation. Compensation shall include provisions of lodging and food in exchange for care. A Permitted Healthcare Resident shall be entitled to continue his or her residency if the Senior Citizen is absent from the Unit on satisfaction of each of the following conditions:

(i) The Senior Citizen became absent owing to hospitalization or other necessary medical treatment and expects to return to the Unit within ninety (90) days after the date the absence began; and

(ii) The absent Senior Citizen or an authorized person acting for the Senior Citizen submits a written request to the Board stating that the Senior Citizen desires that the Permitted Healthcare Resident be allowed to remain in order to be present when the Senior Citizen returns to reside in the Unit.

(f) *Temporary Residency.* Nothing in this Section shall prohibit the temporary residency of any person under age fifty-five (55) as a guest of the Senior Citizen or Qualified Permanent Resident. "Temporary residency" shall mean occupancy of a Unit for no more than sixty (60) days in any consecutive twelve (12)-month period.

(g) *Federal Law Requirements.* The Project is also intended to qualify as "housing for older persons" exempt from the age restriction prohibition in the Federal Fair Housing Amendments Act of 1988 as amended by the Housing for Older Persons Act of 1995 (the "Acts"). To meet the requirements of the Acts, at least eighty percent (80%) of the occupied Units must be occupied by at least one (1) person age fifty-five (55) or older; and the Association shall:

(i) Publish and adhere to policies and procedures that demonstrate an intent by the Association to provide housing for persons age fifty-five (55) or older; and

(ii) Adopt and implement procedures for the periodic verification of compliance with the age restrictions, including procedures for routinely determining the occupancy of each Unit, including the identification of whether at least one (1) occupant is a Senior Citizen. The procedures shall provide for regular updates at least once every two (2) years.

(h) *Applicable Law and Amendment Requirements.* The provisions in this Section 6.29 are intended to comply with the housing for Senior Citizen requirements in Civil Code Section 51.3 and the housing for older persons exemption under the Acts in effect as of the date this Declaration was recorded in the records of the County. In the event of any conflict between this Section 6.29 and applicable law regulating age restrictions in senior housing developments, the applicable law shall control. If the applicable law is subsequently modified or amended in any manner, this Section 6.29 shall automatically be considered modified and amended in a like manner as necessary to remain in compliance with applicable laws.

(i) *Age Verification.* In order to verify the ages of persons seeking to qualify hereunder for residency, the Board shall require proof of age by driver's license or other official documentation prior to occupancy of a Unit or at any time thereafter. Failure to provide such proof upon request will be deemed to be an admission by the person to whom the request was made that he or she does not qualify.

(j) *Residents Previously Approved.* Any resident who was previously approved by the Board to reside on the Property who no longer meets the age restriction occupancy requirements following the adoption of this Declaration shall be permitted to reside in the Unit for which his or her residency was previously approved until the soonest of the following events, upon which he or she shall no longer reside on the Property unless otherwise meeting the age restriction occupancy requirements:

(i) Two (2) years after the recordation of this Declaration; or

(ii) If the resident is a Tenant and not an Owner, the date of expiration of the Lease under which the resident occupies the Unit.

## **ARTICLE 7**

### **LEASING OF UNITS AND CONTRACT PURCHASERS**

**7.1. Delegation of Use, Generally.** Any Owner may delegate, in accordance with and subject to the Governing Documents, the Owner's rights to use and enjoy the Common Area and Association Property to the Owner's Family members or Tenants.

**7.2. Tenants; Contract Purchasers.** Each Owner shall notify in writing the secretary of the Association or the Association's managing agent of the names of any Tenants or contract purchasers of the Owner's Unit. Each Owner shall also notify in writing the secretary of the Association or managing agent of the names of all persons who have been delegated any rights of use and enjoyment of the Property and the relationship that each such person bears to the Owner. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of Owners. No delegation of rights of use and enjoyment by an Owner shall relieve an Owner from liability for payment of Assessments, or other monetary obligations to the Association, or compliance with the Governing Documents. Any Lease or contract of sale shall be in writing and shall require performance and compliance with the Governing Documents, which provision shall be for the express benefit of the Association and each Owner as third party beneficiaries. The Association and each Owner shall have a right of action directly against any Tenant or contract purchaser of an Owner, as well as against the Owner, for non-performance of any of the provisions of the Governing Documents, to the same extent that such right of action exists against such Owner. Failure by an Owner to take legal action against Tenants or contract purchasers, including the institution of proceedings in unlawful detainer for violation of the Governing Documents within ten (10) days after receipt of written demand to do so from the Association, shall entitle the Association to pursue any and all remedies against the Tenant or contract purchaser that such Owner may take, including the right to evict. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be paid by the Owner.

**7.3 Leasing.** The Board may adopt reasonable rules and regulations limiting and restricting, but not prohibiting (except as provided herein), the Leasing of Units. The restrictions may include establishing a minimum length of the Lease, establishing a maximum number of persons residing on a Unit and other restrictions to be determined. Owners may expressly consent to be subject to a restriction or amendment to the Governing Documents that prohibits the Leasing of his or her Unit. Prior to Leasing a Unit, an Owner shall provide the Association with verification of the date the Owner acquired title to the Unit and the name and contact information of the prospective Tenant or the prospective Tenant's representative. A copy of any Lease, and any modification or extension thereof, shall be provided to the Association prior to occupancy of a Unit by any Tenant, along with an executed abidance agreement in a form approved by and/or acceptable to the Board.

**7.4. Enforcement of Rules.**

*(a) Member Responsibility.* Members shall provide the Tenant with copies of the Rules and shall be responsible for ensuring their Tenants' compliance with the Governing Documents.

*(b) Association's Right to Take Corrective Actions.* In the event that any Tenant fails to honor the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems appropriate under the circumstances in order to preserve the quiet enjoyment of other Owners and residents within the Project. Without limiting the foregoing, the Association's actions may include suspension of the Tenant's privileges to

use the Common Area and/or Association Property, or the imposition of fines and penalties against such Owner.

(c) *Eviction of Tenant.* Members shall immediately evict any Tenant who commits criminal acts in the Project such as drug-related activity, vandalism, violence or threats of violence against others; becomes a nuisance; or the like. If a Member fails to immediately evict a Tenant for violations enumerated in this Article or other violations of the Governing Documents, the Association, as an express assignee of the Member and as a third party beneficiary of any rental agreement, is authorized to pursue eviction on its own and on the Member's behalf. The Member upon whose behalf eviction is prosecuted agrees to defend and indemnify the Association from any cost, attorneys' fees, and liability incurred in doing so. Any attorneys' fees and costs incurred by the Association in doing so shall immediately be reimbursed to the Association by the Member and, if not paid, shall be subject to a Special Individual Assessment against the Member or other method of collection as authorized by law.

**7.5. Relinquishment of Common Area Facilities.** Any Member residing offsite and whose Unit is occupied by other residents automatically relinquishes the right to use the Association's Common Area facilities to the Unit's residents until the Member retakes possession of the Unit. However, an Owner who Leases or rents his or her Unit shall retain the right to enter the Property and the Owner's Unit to perform all the functions and responsibilities common to landlords.

**7.6. Transfer of Occupancy.** Members living offsite shall promptly provide the Association with the names of all Unit residents or Tenants, and any change in occupancy, along with a copy of any rental or Lease agreement and a fully-executed compliance agreement as may be required by the Rules.

**7.7. Member's Duty to Repair Damage.** Members shall promptly repair any damage to the Common Areas or Association Property caused by their Tenants or Tenants' family, guests, invitees, or pets.

**7.8. Assessment and Collection of Fees.** The Association may assess and collect from Members reasonable fees, as determined by the Board, to defray the costs associated with move in and move out by Members and their Tenants, but not exceeding the amount necessary to defray the cost for which it is levied.

## **ARTICLE 8**

### **SELLING UNITS**

**8.1. Delegation of Rights.** An Owner who is selling his or her Unit pursuant to a contract of sale must delegate, in accordance with the Governing Documents, the Owner's membership rights, including voting rights, and rights of enjoyment to the Common Area and Association Property to the Owner's contract purchaser/vendee.

**8.2. Governing Documents and Financial Information.**

(a) *Owner's Delivery of Documents to Buyer.* As soon as practicable before transfer of title or the execution of a real property sales contract with respect to any Unit, the Owner thereof must give the prospective purchaser the documents delineated in Section 4525 of the Civil Code, which documents include, but are not limited to:

- (i) a copy of the Governing Documents;
- (ii) a copy of the Association's most recent financial statement distributed in accordance with Section 5300 of the Civil Code;
- (iii) a true statement in writing from an authorized representative of the Association as to: (A) the amount of any unpaid Assessments, together with information relating to late charges, attorneys' fees, interest, and costs of collection which, as of the date the statement is issued, are or may become a lien on the Unit being sold ("delinquency statement"); (B) the amount of the Association's current Regular and Special Assessments and fees; (C) any monetary fines or penalties levied upon the Owner's interest and unpaid on the date of the statement; (D) a copy or summary of any notice previously sent to the Owner pursuant to Civil Code Section 5855 that sets forth any alleged violations of the Governing Documents that remains unresolved at the time of the request; and (E) any change in the Association's current Regular and Special Assessments and fees that have been approved by the Board but have not become due and payable as of the date the information is provided.

(b) *Association's Obligation to Provide Information; Charges.* In order to carry out the intent and purpose of this provision, the Association shall, within ten (10) days of the mailing or delivery of a request therefor, provide the Owner with a copy of the documents specified in the above subparagraph. For this service, the Association shall be entitled to impose a reasonable fee, which shall not exceed the Association's reasonable cost to prepare and reproduce the requested items.

**8.3. Termination of Obligations.** Upon the conveyance, sale, assignment, or other transfer of a Condominium to a new Owner, the transferor-Owner shall remain liable for all Assessments and obligations, including those arising from the Owner's violation(s) of the Governing Documents, levied prior to the date of recording of the deed evidencing the transfer. However, the transferor-Owner shall not be liable for any Assessments levied with respect to such Condominium after the date of recording of the deed evidencing the transfer, and upon such recording all Association membership rights possessed by the transferor by virtue of the ownership of the Condominium shall automatically cease.

## **ARTICLE 9**

### **ENFORCEMENT OF GOVERNING DOCUMENTS**

**9.1. Association Enforcement Rights.** In addition to any other rights described in this Declaration and without waiving the Association's right to institute other enforcement measures, and subject to the notice and hearing provisions in the Rules, Bylaws, and applicable law, the Governing Documents may be enforced by the Association by any or all of the following ways, as may be appropriate:

(a) *Monetary Penalties.* The Board may assess a Member reasonable monetary penalties for violations of the Governing Documents by the Member or the Member's Family, Unit residents, Tenants, or guests. Such Member shall be liable for all costs of collection, including reasonable attorneys' fees (including attorneys' fees reasonably incurred prior to or without engaging in litigation), court costs, and related expenses.

(b) *Suspend Common Area and Association Property Privileges.* Subject to the notice and hearing provisions set forth in the Governing Documents and applicable law, the Board may suspend the Common Area and Association Property privileges of Members and their families, residents, Tenants, and guests for failure by any of the above to comply with the Governing Documents. Any such suspension shall be for a period of time not to exceed thirty (30) days for any non-continuing violation. For continuing violations, the suspension may be imposed for as long as the violation continues. Regular, Special, and Special Individual Assessments shall continue to accrue and shall be due and payable notwithstanding the suspension of membership rights and privileges.

(c) *Suspend Voting Rights.* Subject to the notice and hearing provisions set forth in the Governing Documents and applicable law, the voting rights of a Member may be suspended for continuing violations of the Governing Documents. Once suspended, a Member's voting rights shall remain suspended until such continuing violation is cured.

(d) *Judicial Enforcement.* A lawsuit for damages and/or injunctive relief may be filed, whether or not the relief sought is for negative or affirmative action.

**9.2. Cumulative Remedies.** The respective rights and remedies, provided by the Governing Documents or by law or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, of any other such rights or for the same or different failures of the Members or others to perform or observe any provision of these CC&Rs.

**9.3. Failure to Enforce Not a Waiver.** Failure by the Association; Board; any Member; any officer or agent of the Association, Board, or Member; or any other person entitled to enforce the Governing Documents to enforce the same shall in no event be deemed a waiver of the right of such person or of any other person entitled to enforce the Governing Documents to enforce the same thereafter. Such failure shall not result in or impose any lia-

bility upon the Association, Board, or any other person entitled to enforce the Governing Documents. Waiver or attempted waiver of any provision of this Declaration with respect to any Unit shall not be deemed a waiver as to any other Unit, nor shall the violation of any provision hereof with respect to any Unit or Units affect the applicability or enforceability of any provision of this Declaration with respect to any other Unit.

**9.4. Remedy at Law Inadequate.** Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default, or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges, or equitable servitudes contained in this Declaration is inadequate and that the failure of any Owner, Tenant, occupant, or user of any Condominium Unit or any portion of the Common Area or Association Property, to comply with any provision of any of the Governing Documents, as amended from time to time, may be enjoined by appropriate legal proceedings instituted by any Owner, the Association, its officers or Board of Directors, or by their respective successors in interest. Without limiting the generality of the foregoing, the result of every act or omission whereby any of the land use regulations contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable against every such act or omission.

**9.5. Right of Action against Buyer.** Failure by a Member to correct Unit violations prior to the transfer of title to the Unit shall give the Association the right to enforce compliance against the buyer.

**9.6. Attorneys' Fees.** In the event any party initiates any action or proceeding to enforce or interpret the Governing Documents or California law relating to the Project, the prevailing party shall be awarded reasonable attorneys' fees and costs, including reasonable experts' fees.

## **ARTICLE 10**

### **ASSOCIATION'S RIGHT OF ENTRY**

**10.1. Limited Right of Entry.** During reasonable hours and subject to the notice requirements contained in this Article, the Association's representatives, employees, and vendors may enter Units, Common Areas, and Association Property to perform the Association's obligations under this Declaration, including, but not limited to, the duty to: (a) construct, inspect, and perform maintenance or repairs to the Common Areas or Association Property; (b) remove any Improvement that is erected or constructed by an Owner or Tenant in violation of Article 5; (c) make necessary repairs that an Owner has failed to perform that, if left undone, will pose a threat or nuisance to, or cause an unreasonable interference with (i) portions of the Project that the Association is obligated to repair or maintain; or (ii) the rights of other Owners; (d) mitigate damages; or (e) inspect the Unit to ensure compliance with the Governing Documents. Such persons, acting in good faith, shall not be liable for trespass.

**10.2. Notice of Entry.** The Association shall give at least forty-eight (48) hours' written notice to the Member, and if applicable, Tenant, stating the purpose for the entry and the time of the entry. Notice may be personally delivered or mailed to the occupants of the Unit and to the Member's address of record, if different from the Unit's address, unless the Member has specified in writing a different location for notice to be sent.

**10.3. Avoid Unreasonable Interference.** The right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use, and enjoyment of the Member or resident of such Unit.

**10.4. Emergency Entry.** Notwithstanding the foregoing, in an emergency situation, the Board shall make a good faith effort to give notice but if it is not feasible to seek permission, or if permission is refused, the Board or its authorized representative may enter the Unit and shall not be subject to liability to the Member or occupant and no trespass or other wrongful act shall be deemed to have been committed by reason of such entry. If it is necessary for the Association to damage or destroy property to gain access to the Unit the Member shall have no right of action against the Association or its representatives. However, the Association shall repair the damage if the emergency did not originate in the Unit.

**10.5. Refusal to Allow Entry.** In the event the resident refuses to allow entry for any reason authorized in these CC&Rs, the Association shall have the right to assess against the Member all expenses, including reasonable attorneys' fees (regardless of whether legal proceedings are instituted), incurred by the Association arising from the resident's refusal to allow entry. Such fees and expenses shall become a Special Individual Assessment against the Member and shall be fully enforceable by all means provided for in these CC&Rs, including lien and foreclosure.

**10.6. Damage Repaired by Association.** Any damage caused by the Association shall be promptly repaired by the Association.

**10.7. Power to Vacate Unit.** If necessary, the Board has the authority to vacate a Unit to make repairs to any area of Association responsibility or treat wood-destroying pests or organisms, or other pest infestations and micro-organisms. The costs of temporary relocation during the repair and maintenance of any areas within the responsibility of the Association shall be borne by the Owner of the separate interest affected. Any lost rent or income resulting from vacating a Unit shall be borne by the Member and not by the Association. However, the Association shall have the duty to diligently make repairs so as to return occupancy as quickly as possible.

(a) **Notice.** The Board shall give notice of the need to temporarily vacate a Unit to residents and Members not less than fifteen (15) days prior to the date of the relocation. The notice shall state the reason for the temporary relocation, the date and time of the repairs, and the anticipated date and time of completion of repairs. Notice shall be either by: (i) personal delivery, or (ii) first-class mail at the address shown on the books of the Association.

(b) *Duty to Vacate.* Members shall ensure that residents vacate their Units. In the event any Member fails to cause the residents to vacate, the Association shall have the right to levy Special Individual Assessments against the Member for all expenses and attorneys' fees incurred by the Association for removing such residents from the Unit as well as any additional costs caused by the delay.

**10.8. Entry by Member.** Each Member shall permit other Members, and their representatives, to enter his or her Unit to perform installations, alterations, or repairs to the mechanical or electrical services to a Unit if (a) requests for entry are made in advance; (b) entry is made at a time reasonably convenient to the Member whose Unit is being entered; and (c) the entered Unit is left in substantially the same condition as existed immediately preceding such entry. Any damage to the Unit caused by entry shall be repaired by the entering Member.

## **ARTICLE 11**

### **LEVY OF ASSESSMENTS**

**11.1. Covenant to Pay Assessments.** Each Owner of one or more Condominium Units, by acceptance of a deed or other conveyance therefor (whether or not it shall be so expressed in such deed or conveyance), covenants and agrees to pay to the Association any Regular Assessments, Special Assessments; and Special Individual Assessments in accordance with this Article.

**11.2. Purpose of Assessments, Generally.** Each Assessment made in accordance with the provisions of this Declaration is hereby declared and agreed to be exclusively for the following purposes: (a) to promote the recreation, health, safety, and welfare of individuals residing within the Property; (b) to promote the enjoyment and use of the Property by the Owners and their Families, Tenants, invitees, licensees, and guests; (c) to provide for the repair, maintenance, replacement, and protection of the Common Area and Association Property; and (d) to enforce and ensure compliance with the Governing Documents.

#### **11.3. Preparation of Annual Budget; Establishment of Regular Assessments.**

(a) *Estimated Common Expenses.* Not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of the Association's fiscal year, the Board shall estimate the total amount required to fund the Association's anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement, or additions to the Common Facilities) by preparing and distributing to all Members a budget satisfying the requirements of the Bylaws. If the Board fails to distribute the budget for any fiscal year within the time period specified in the first sentence of this Article, the Board shall not be permitted to increase Regular Assessments for that fiscal year unless the Board first obtains the Members' prior approval in accordance with Section 11.4(a), below.

(b) *Aggregate Regular Assessment.* The total annual expenses estimated in the Association's budget (less projected income from sources other than Assessments) shall become the aggregate Regular Assessment for the next succeeding fiscal year.

(c) *Failure to Estimate Common Expenses.* If, for any reason, the Board of Directors fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year, together with any Special Assessment made pursuant to Section 11.5, below, for that year, shall be assessed against each Owner and each Owner's Condominium Unit on account of the then current fiscal year.

**11.4. Rules Regarding Regular Assessments.** The Board's authority to levy Regular Assessments shall be subject to the provisions set forth in this subparagraph.

(a) *20% Limitation.* Pursuant to Sections 5605 and 5610 of the Civil Code, the Board shall not, without the approval of Members constituting a quorum, casting a majority of the votes, impose a Regular Assessment that is more than twenty percent (20%) greater than the Regular Assessment for the immediately preceding fiscal year. Quorum for the purposes of this provision means more than fifty percent (50%) of the Members of the Association.

(b) *Equal Allocation of Assessments.* Except as otherwise expressly provided elsewhere in this Declaration, Regular and Special Assessments levied by the Board shall be allocated equally among all Units subject to the Assessment.

(c) *Payable Monthly.* Regular Assessments shall be payable by each Member against whom assessed in twelve (12) equal monthly installments on the first day of each calendar month (commencing with the date on which the person or entity becomes a Member and prorated to that date) or at such other dates and in such other installments as the Board shall determine.

(d) *Written Notice.* Written notice of any increase in Regular Assessments shall be sent by first-class mail to each Member not less than thirty (30) days nor more than sixty (60) days prior to the increased Assessment becoming due.

**11.5. Purpose of Special Assessments.** Subject to the membership approval requirements set forth in Section 11.4(a), the Board of Directors shall have the authority to levy Special Assessments against the Owners and their Condominium Units for the following purposes:

(a) *Regular Assessment Insufficient in Amount.* If, at any time, the Regular Assessment for any fiscal year is insufficient in amount due to extraordinary expenses not contemplated in the budget prepared for said fiscal year, then the Board shall levy and collect a Special Assessment, applicable to the remainder of such year only, for the purpose of defraying, in whole or in part, any deficit which the Association may incur in the performance of its duties and the discharge of its obligations hereunder.

(b) *New Capital Improvements.* The Board may levy Special Assessments for additional capital Improvements within the Common Area or Association Property (*i.e.*, Improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, existing Improvements). The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, and replacement repair of the Common Area or Association Property through Regular Assessments (including the funding of reasonable reserves) and to maintain adequate insurance on the Common Area and Association Property.

(c) *Major Capital Repair and Reconstruction Projects.* As more particularly provided in Section 11.6 below, the Board shall be entitled to levy a Special Assessment to fund uninsured major repairs or reconstruction of Common Areas or Association Property, subject to the membership approval requirements of Section 11.6.

(d) *Obligations Imposed by Law.* The Board shall be entitled to levy a Special Assessment to fund any obligation imposed by law.

(e) *Other Expenses.* The Board shall be entitled to impose a Special Assessment for any other expenses approved by the Membership or determined to be necessary for emergency situations as defined in Civil Code Section 5610, and as set forth in Section 11.8, below.

**11.6. Rules Regarding Special Assessments.** The Board's authority to levy Special Assessments shall be subject to the provisions set forth in this subparagraph.

(a) *5% Limitation.* Pursuant to Civil Code Sections 5605 and 5610, the Board shall not, without the approval of Members, constituting a quorum, casting a majority of the votes, impose a Special Assessment that is more than five percent (5%) of the budgeted gross expenses of the Association for such fiscal year. Quorum for purposes of this provision means more than fifty percent (50%) of the Members of the Association.

(b) *Uniform Rate of Assessment.* Special Assessments shall be fixed at a uniform rate for all Units.

(c) *Payment Schedule.* Special Assessments shall be payable by each Member against whom assessed: (i) monthly, or (ii) at such dates and in such installments as the Board shall determine.

(d) *Written Notice.* Written notice of Special Assessments shall be sent by first-class mail to each Member not less than thirty (30) days nor more than sixty (60) days prior to the Assessment becoming due.

**11.7. Special Individual Assessments.** In addition to the Special Assessments levied against all Owners in accordance with Section 11.6 above, the Board may impose Special Individual Assessments against an Owner in any of the circumstances described in subpara-

graphs (a) through (c) below; provided, however, that no Special Individual Assessments may be imposed against an Owner pursuant to this Section until the Owner has been afforded the notice and hearing rights to which the Owner is entitled, and, if appropriate, has been given a reasonable opportunity to comply voluntarily with the Governing Documents. Subject to the foregoing, the actions and circumstances giving rise to liability for Special Individual Assessments include the following:

(a) *Damage to Common Area or Association Property.* In the event that any damage to, or destruction of, any portion of the Common Area or Association Property is caused by the willful misconduct or negligent act or omission of any Owner, or the Owner's Family member, Tenants, guests, servants, employees, licensees, or invitees, the Board shall cause the damage or destruction to be repaired or replaced, and all costs and expenses incurred by the Association in connection therewith (to the extent not compensated by insurance proceeds) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(b) *Expenses Incurred in Gaining Member Compliance.* In the event that the Association incurs any costs or expenses to: (i) accomplish the payment of delinquent Assessments; (ii) perform any repair, maintenance, or replacement to any portion of the Property that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion; or (iii) otherwise bring the Owner and/or the Owner's Unit into compliance with any provision of the Governing Documents, the amount incurred by the Association (including title company fees, accounting fees, court costs, and reasonable attorneys' fees) shall be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(c) *Required Maintenance of Units.* If any Unit is maintained so as to become a nuisance, structural, fire, or safety hazard for any reason, including, without limitation, the accumulation of trash, the Association shall have the right to enter said Unit, correct the condition and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner.

#### **11.8. Emergency Situations.**

(a) *Emergencies, Generally.* In emergency situations, the Board may increase Regular Assessments beyond twenty percent (20%) or impose Special Assessments above five percent (5%) as provided for by law, including in accordance with Civil Code Section 5610.

(b) *Emergency Defined.* For purposes of this Section, an emergency situation is any of the following:

- (i) an extraordinary expense required by an order of a court;
- (ii) an extraordinary expense necessary to repair or maintain the Common Areas, Association Property, or any portion of the Units that the Association is obligated to maintain where a threat to personal safety is discovered; or
- (iii) an extraordinary expense necessary to repair or maintain the Common Areas, Association Property, or any portion of the Units that the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget; provided, however, that prior to the imposition or collection of an Assessment under this subsection (iii), the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, which resolution shall be distributed to the Members together with the notice of Assessment.

**11.9. Assessment Roll.** The Assessment roll (which may be maintained in the form of a computer printout) shall show, for each Unit, the name and address of the Owner of Record, all Regular, Special, and Special Individual Assessments levied against each Owner and the Owner's Unit, and the amount of such Assessments that have been paid or remain unpaid. The Assessment roll shall be maintained and available with the records of the Association and shall be open for inspection at all reasonable times by each Owner or the Owner's authorized representative for any purpose reasonably related to the Owner's interest as a property Owner or as a Member of the Association.

**11.10. Deposit of Assessments.** All Assessments received or collected by the Association shall be promptly deposited into federally-insured bank accounts clearly designated in the Association's name.

**11.11. Disbursement of Funds.**

(a) *Limitation on Disbursement; Discretion.* The proceeds of each Assessment shall be used only for the purpose for which such Assessment was made, and such funds shall be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the requirement of which such Assessment was levied, such surplus may, in the Board's discretion, be: (i) returned proportionately to the contributors thereof; (ii) reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded; or (iii) credited proportionately on account of the Owners' future Regular Assessment obligations.

(b) *Signature Requirements.* All checks, drafts, or other orders for payment of money issued by or in the name of the Association shall require two (2) signatures, one by the President or the Treasurer, and the second by another director or the manager of the As-

sociation. In the absence of the President or Treasurer, any other director may be a co-signer. Notwithstanding the foregoing, routine disbursements up to a dollar value set by the Board may be paid by the managing agent without counter-signature by the Board. However, all reserve account withdrawals or transfers shall require approval by the Board and signatures by two (2) directors.

**11.12. Reserves.** The reserve funds, which are designated for the repair, restoration, replacement, or maintenance of Improvements for which the Association is responsible, and any related litigation, must comply with the provisions set forth below.

(a) *Segregated.* The reserve funds must be received in trust by the Board, set aside, and segregated from the other monies and not commingled with the Association's operating account.

(b) *Invested.* The reserve funds must be invested in low-risk investments. Reserves shall be deposited in financial institutions that are authorized to do business in California and carry FDIC insurance or equivalent private insurance such as insurance placed through the Securities Investor Protection Corporation (SIPC). Alternatively, the Association may deposit funds with brokerage houses or institutions that are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance.

(c) *Two Signatures.* Reserve funds may only be withdrawn from the reserve account only upon approval by the Board and the signature of two (2) members of the Board.

(d) *No Reimbursement.* All contributions to the reserves as well as interest earned are for the benefit of the Association and not for the benefit of any individual Member. As such, contributions and interest are not refundable to Members when they cease to be Members of the Association.

## **ARTICLE 12**

### **ENFORCEMENT OF ASSESSMENTS**

**12.1. Liability for Assessments.** Assessments, together with charges, interest, costs, and attorneys' fees (regardless of whether legal proceedings are instituted), shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. In addition, Members shall be personally liable for any and all Assessments provided for by these CC&Rs, together with any accompanying late charges, interest, costs, attorneys' fees (regardless of whether legal proceedings are instituted), and penalties as may be authorized under these CC&Rs. In a voluntary conveyance of a Unit by a Member, the buyer shall be jointly and severally liable with the seller for all unpaid Assessments, late charges, interest, costs, and penalties up to the time of the grant or conveyance without prejudice to the buyer's right to recover from the seller the amounts paid by the buyer.

**12.2. Enforcement Rights.** Any Assessment made in accordance with these CC&Rs shall be the separate debt of each Member against whom the same is assessed. In addition to any other rights provided for by law or described in these CC&Rs, the Board has the right to collect delinquent Assessments as follows:

(a) *Late Fees and Interest.* Unpaid Assessments shall be deemed delinquent fifteen (15) days after they are due and shall be subject to (i) a late charge of ten percent (10%) or Ten Dollars (\$10.00), whichever is greater, which may not be imposed more than once on any delinquent payment, and (ii) interest at the rate of twelve percent (12%) per annum, which may commence thirty (30) days after the Assessment becomes due.

(b) *File Suit.* The Association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the Member's Unit for the delinquent Assessment. In any action to collect delinquent Assessments, late charges or interest, the prevailing party shall be entitled to costs and reasonable attorneys' fees. If such costs and fees are awarded to the Association, they shall become a Special Individual Assessment against the Member and shall be fully enforceable by all means provided for in these CC&Rs, including lien and foreclosure.

(c) *Lien and Foreclose.* In accordance with Civil Code Sections 5650, *et seq.*, a delinquent Assessment or installment, together with any late charges, interest, costs, attorneys' fees, and penalties shall become a lien on the Unit upon the recordation of a "Notice of Delinquent Assessment" in the Office of the County Recorder. The Board may enforce any Assessment lien against a Unit by filing an action for judicial foreclosure or by non-judicial foreclosure. The Association, through its Board, may bid on the Unit at the sale, and may hold, lease, mortgage, and convey the acquired Unit.

(d) *Suspend Privileges.* Subject to the notice and hearing provisions set forth in the Bylaws, privileges may be suspended until such time as delinquent Assessments, fees and fines, including any accumulated penalties, interest, and costs of collection have been paid in full.

(e) *Suspend Voting Rights.* Subject to the notice and hearing provisions set forth in the Bylaws, voting rights of a Member may be suspended if the Member is more than sixty (60) days delinquent in paying any Assessment, fee, or fine. Once suspended, a Member's voting privileges shall remain suspended until such time as the delinquency, including any accumulated late charges, interest, and costs of collection, have been paid in full.

(f) *Additional Remedies.* The remedies provided in this Section shall be in addition to and not in substitution for any other rights and remedies which the Association may have.

**12.3. Priorities.** When a notice of delinquent Assessment has been recorded, such notice shall constitute a lien on the Unit prior and superior to all other liens or encumbrances Recorded subsequent thereto except: (a) all taxes, bonds, assessments, and other levies

which, by law, would be superior thereto; and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value; provided, however, that such subordination shall apply only to the Assessments that have become due and payable prior to the transfer of such property pursuant to the exercise of a power of sale or a judicial foreclosure involving a default under such first Mortgage or other prior encumbrance.

**12.4. Waiver of Objection.** Each Member vests in and delegates to the Board or its duly-authorized representative the right and power to bring all actions at law or lien foreclosures, whether judicially or by power of sale, or otherwise, against any Member or Members for the collection of delinquent Assessments in accordance herewith, and expressly waives any objection to the enforcement in accordance with these CC&Rs of the obligation to pay Assessments as set forth in these CC&Rs.

**12.5. No Offsets.** All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, (a) a claim that the Association is not properly exercising its duties and powers as provided in these CC&Rs; (b) a Member has made or elects to make no use of the Common Areas; (c) any construction or maintenance for which the Association is responsible has not been performed; or (d) any construction or maintenance for which the Association is responsible has not been performed to a Member's satisfaction.

**12.6. No Exemption by Waiver of Use.** Members may not exempt themselves from liability for Assessments nor release their Units from liens and charges by waiver of their use and enjoyment of the Project or by abandonment of their Units or through non-use of any membership privileges.

**12.7. Waiver of Exemptions.** Members, to the fullest extent permitted by law with respect to liens created pursuant to these CC&Rs, waive the benefit of any exemption, homestead, or redemption laws of the State of California in effect at the time any payment of any Assessment becomes delinquent, and shall be deemed to be estopped to raise exemptions or redemptions in any action or proceeding to enforce or foreclose such liens.

**12.8. Attorneys' Fees.** Any reasonable attorneys' fees and costs incurred by the Association in the enforcement of its Assessment rights against a Member may be levied against that Member by the Board as a Special Individual Assessment which may be collected in any manner provided for by these CC&Rs or by law.

**12.9. Non-Waiver of Assessments.** If the Board fails to approve a budget or fix the Assessments for the current year, the budget and Assessments from the preceding year shall continue until a new budget is approved and new Assessments are fixed.

**12.10. Assignment of Rents.** Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any Lease or agreement or otherwise for the use

or occupancy of any or all parts of any Unit owned by the Owner, now existing or hereafter made for the purpose of collecting all Assessments due the Association pursuant to this Declaration which are in default. The Association hereby confers on each Owner the authority to collect and retain the rents and other monies derived from any such Lease or agreement as they become due and payable; provided, however, that the Association, at its sole discretion, may revoke such authority at any time, upon written notice to the Owner of a default in the payment of any Assessment due hereunder. Upon revocation of such authority the Association may, pursuant to court order or by court appointed receiver, collect and retain such monies, whether past due and unpaid or current.

### **ARTICLE 13**

#### **INSURANCE**

**13.1. Association Insurance.** The Association shall obtain and maintain policies of insurance as described below. So as to keep premiums at a reasonable level and to ensure the insurability of the Association, the Board shall establish appropriate deductibles and make business decisions as to which losses shall be submitted to the Association's insurance carrier.

(a) *Direct Physical Loss.* Loss or damage by fire or other risks covered by the standard "special form" policy (or its equivalent) on all Common Area Improvements. The amount of such insurance shall be not less than one hundred percent (100%) of the aggregate full insurable value, meaning actual replacement value. The coverage shall be written on a blanket basis with an agreed value endorsement and an inflation guard endorsement. In addition, and if available, the Board shall purchase:

(i) "Building Ordinance" coverage (or its equivalent) to cover any increased costs of construction following a covered loss which may be imposed due to changes in building codes or ordinances;

(ii) "Maintenance Fees Receivable" coverage (or its equivalent) to cover the loss from unpaid or uncollected Assessments resulting from a covered property loss;

(iii) "Demolition and Debris Removal" endorsement in the amounts adequate to cover demolition and debris removal costs; and

(iv) Such other endorsements which the Board may deem necessary or reasonable.

(b) *Comprehensive or Commercial General Liability ("CGL").* The Association shall maintain one or more CGL policies which shall provide appropriate liability limits for injury or death to one or more persons in any one accident or occurrence. The Association shall carry coverage in amounts that meet or exceed those called for in Section 5805 of the Civil Code.

(c) *Directors and Officers.* The Association shall purchase directors and officers errors and omissions insurance which shall provide appropriate liability limits insuring directors, officers, committee members, and management employees. The Association shall carry coverage in amounts that meet or exceed those called for in Civil Code Section 5800.

(d) *Workers' Compensation.* The Association shall carry workers' compensation and employer's liability insurance as may be appropriate.

(e) *Fidelity Bond.* The Association shall maintain blanket fidelity bond coverage for all directors, officers, committee members, and employees of the Association handling funds of the Association or third party property. In the event the Association has delegated some or all of the responsibility for the handling of funds to a management agent, the management agent shall also be required to maintain blanket fidelity bond coverage for those persons handling or responsible for funds of the Association.

(f) *Employment Practices Liability.* If the Association has employees, it should, depending on cost and availability, purchase employment practices liability coverage.

(g) *Automobile Liability Insurance.* If appropriate, the Association shall purchase non-owned and hired automobile coverage and garage-keepers legal liability coverage.

(h) *Boiler and Machinery Insurance.* If appropriate, the Association shall purchase insurance for the loss or damage to or as a result of boilers, pressure vessels, and pressure pipes.

(i) *Umbrella Policy.* In addition to appropriate levels of insurance for all of the above, the Association may carry an umbrella policy for its public liability and property damage, directors' and officers' liability, and workers' compensation policies.

(j) *Earthquake and Flood Insurance.* The Association may purchase appropriate levels of earthquake or flood insurance if such insurance is available and approved by the Board or the membership. In the event the Board has decided not to purchase earthquake insurance for the Association's Improvements, that decision must be made as part of the Board's annual insurance disclosure to the membership.

### **13.2. Member Obligation to Carry Insurance.**

(a) *Member's Duty.* At their sole expense, Members shall purchase the following insurance with sufficient coverage to cover any loss they might incur:

(i) *real property and personal property coverage* which insures their Units' Improvements and contents against damage or loss;

(ii) *premises liability* which includes protection for bodily injury and property damage;

(iii) *loss of use* which protects a Member for additional living expenses should the Member's Unit become uninhabitable due to a covered loss;

(iv) *loss assessment coverage* which protects against Special Assessments due to a loss which exceeds the Association's master policy limits; and

(v) *automobile insurance*, if Members operate vehicles that are driven across or stored in the Project, in amounts to be determined by the Board in its reasonable discretion. Members shall require all Tenants and other residents to keep and maintain insurance to the same extent on all vehicles operated, driven or stored on the Project.

(b) *Association Has No Duty to Police.* The Association may but is not required to and is specifically relieved of any responsibility or liability for policing this provision.

(c) *Deductibles.* Each Member shall be responsible for any deductible expense under the Member's respective insurance policy.

(d) *Waiver of Claims.* Members waive their claims against the Association to the extent such claims are covered under insurance which Members are required to carry under this Article, regardless of whether Members actually carry such insurance.

(e) *Assignment of Proceeds.* If any loss intended to be covered by the Association's insurance occurs and the proceeds payable are reduced because of a Member's insurance coverage, that Member shall assign such insurance proceeds to the Association, to the extent of the reduction. The Board shall apply those proceeds to the same purposes as the reduced proceeds received by the Association.

(f) *Failure to Carry Insurance.* A Member's failure to carry and maintain sufficient insurance shall relieve the Association from any responsibility to pay for or reimburse the Member for any damage or obligation that otherwise would have been covered by the Member's insurance.

**13.3. Payment of Deductible.** If a loss occurs as a result of the negligence or breach of these CC&Rs by a Member or Member's Family, guests, invitees, Tenants, or pets, or as a result of a failure of a portion of the Unit or its Improvements within a Member's care, custody, or control, and the loss results in a payment by the Association's insurance, that Member shall pay the Association's deductible, if any.

**13.4. Management of Claims.** The Board and not individual Members shall determine which claims, if any, shall be submitted to the Association's insurance carrier. The Board may take into account the Association's claim history, the amount of the deductible, the apparent merit of the claim, and similar factors, and make a business decision regarding which claims are submitted and which ones are not. In the event a Member makes an unauthorized claim against the Association's insurance that results in an increase in the Associa-

tion's insurance premiums, the amount of the increase shall be assessed against the Member and the Member's Unit as a Special Individual Assessment.

**13.5. Liability for Increased Insurance Rates.** In the event any act or omission of any Member or Member's Family, guests, invitees, Tenants, or pets causes an increase in the cost of the Association's insurance, the amount of the increase shall be assessed against the Member and the Member's Unit as a Special Individual Assessment.

**13.6. Choice of Contractor.** With respect to any repairs for which proceeds of insurance are paid or are payable to the Association, the Board shall designate the contractor to perform the repairs to the Common Areas or Association Property. Individual Members shall be responsible for overseeing repairs done to their respective Units.

## ARTICLE 14

### PROTECTION OF LENDERS

**14.1. Furnishing of Information.** Each Lender shall, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, to the same extent as the Owner would be entitled to do so, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association, and (c) receive written notice of all meetings of the Association and/or the Board and be permitted to designate a representative to attend all such meetings.

**14.2. Notice of Destruction or Taking No Priority Over Rights of First Mortgagees.** Nothing in these CC&Rs shall give a Member or any other party priority over any rights of First Mortgagees of Units pursuant to their Mortgages in the case of a distribution to Members of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Areas. Additionally, if any Unit or any portion of a Unit is made the subject matter of any condemnation or eminent domain proceeding, no provision herein shall entitle the Member or any other party to priority over a First Mortgagee of a Unit with respect to any distribution to such Unit of the proceeds of any award or settlement.

**14.3. Relationship with Assessment Liens.** Any lien that the Association may have on any Unit for the payment of Assessments shall be subordinate to the lien or equivalent security interest of any Lender with a first trust deed or Mortgage on the Unit made in good faith and for value, and no such lien shall in any way impair the obligation or the priority of such trust deed or Mortgage unless the Lender shall expressly subordinate its interest, in writing, to such lien.

**14.4. Priority of Mortgage Lien.** No breach of any provision of these CC&Rs or the enforcement of any lien created herein shall affect, impair, defeat, or invalidate the lien of any Mortgage or deed of trust made in good faith and for value, but these CC&Rs shall be binding upon any Member whose title is derived through foreclosure or trustee's sale or otherwise.

**14.5. Lenders Furnishing Information.** A Lender is authorized to furnish information to the Board concerning the status of any loan encumbering a Unit.

**14.6. Curing of Breaches.** A Lender who acquires title to any Unit pursuant to the remedies provided in the mortgage, through foreclosure of the mortgage, by deed in lieu of foreclosure, or otherwise shall not be obligated to cure any breach of these CC&Rs that is incurable or of a type that is not practical or feasible to cure. For the purpose of this Article, if a Lender acquires title by a deed in lieu of foreclosure, then delinquent Assessments owed on that Unit by a previous Member shall not be an incurable breach or a breach that is not practical or feasible to cure and an Assessment lien on that Unit shall not be rendered invalid or unenforceable by virtue of the Lender's receipt of title to that Unit.

**14.7. Payment of Taxes and Charges.** Lenders may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Areas. Lenders making such payments shall be owed immediate reimbursement from the Association.

**14.8. Notice to Association.** A Member who mortgages a Unit shall notify the Association through the manager, if any, or the President of the Board in the event there is no manager, the name and address of the Mortgagee, and the Association shall maintain such information in its books and records. Any such Owner shall likewise notify the Association as to the release or discharge of any such Mortgage.

**14.9. Notice of Unpaid Assessments.** The Association shall, at the request of a Mortgagee of a Unit, report any unpaid Assessments due from the Owner of such Unit.

## **ARTICLE 15**

### **LIMITATIONS ON LIABILITY**

#### **15.1. Limited Personal Liability.**

(a) *Generally.* No officer, director, committee member, or employee of the Association shall be personally liable for any loss, injury, or damage to persons or property for any act or omission if the act or omission was performed in good faith, within the scope of the person's duties for the Association, was not self-dealing, and did not constitute intentional misconduct or gross negligence. Without limiting the generality of the foregoing, this limitation of liability shall apply to such matters as the establishment of the Association's annual financial budget, the funding of the Association capital replacement and reserve accounts, repair and maintenance of the Common Areas, and enforcement of the Governing Documents.

(b) *Bodily Injury.* No person who suffers bodily injury (including, without limitation, emotional distress or wrongful death) as a result of the tortious act or omission of a vol-

unteer member of the Board or volunteer officer of the Association shall recover damages from such Board member or officer if all of the following conditions are satisfied:

- (i) The Board member or officer owns no more than two (2) Units;
- (ii) The act or omission was performed within the scope of the volunteer Board member's or officer's Association duties;
- (iii) The act or omission was performed in good faith;
- (iv) The act or omission was not willful, wanton, or grossly negligent; or
- (v) The Association maintained and had in effect at the time the act or omission occurred and at the time a claim is made general liability insurance with coverage of at least five hundred thousand dollars (\$500,000).

The payment of actual expenses incurred by a Board member or officer in the execution of such person's Association duties shall not affect such person's status as a volunteer Board member or officer for the purposes of this Section. The provisions of this subsection (b) are intended to reflect the protections accorded to volunteer directors and officers of community associations pursuant to Civil Code Section 5800. In the event that the aforementioned Civil Code Sections are amended or superseded by another, similar provision of the California statutes, this subsection (b) shall be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor Civil Code provision.

**15.2. Association Not a Security Provider.** The Association may, from time to time, provide measures of security in the Project. However, the Association is not a provider of security and shall have no duty to provide any security in the Project. The obligation to provide security lies with each Member individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. This limitation on liability shall include, but not be limited to, any loss or damage suffered by reason of theft of or damage to any article or thing which is placed or stored in or on any portion of the Common Area.

**15.3. Duty to Defend.** The Association shall indemnify, defend, and advance reasonable attorneys' fees and costs to its officers, directors, committee members, and employees against all expenses and liabilities reasonably incurred by such person(s) in connection with any proceeding (including, but not limited to, alternative dispute resolution proceedings) to which they may be a party by reason of having been an officer, director, committee member, or employee of the Association. However, the Association may recover its attorneys' fees and costs from, and shall not be liable for any judgments or other liabilities for, those persons who are adjudged to have acted in bad faith or in gross negligence in the performance of their duties.

**15.4. Limitation of Association Liability for Damage.** Neither the Association nor its officers, directors, committee members, employees, or agents shall be responsible to any Member or Member's Family, guests, invitees, or Tenants for any loss or damage to person or property suffered by reason of water, fire, smoke, explosion, electricity, dust, sand, insect, or rodent infestation, or any other source unless there is clear and convincing evidence the damage or loss was caused by the gross negligence or willful misconduct of the Association's officers, directors, committee members, employees, or agents.

**15.5. Personal Injury or Property Damage Sustained Within a Unit.** The following provisions shall apply if any person sustains personal injury or property damage within a Unit and the injury or damage results in a claim against the Association or any of its officers, directors, committee members, Members, agents, or employees. The Owner of the Unit where the injury or damage occurred shall (a) fully indemnify and hold harmless the Association, or any officer, director, committee member, Member, agent, or employee against whom such claim or suit is brought, and (b) defend at the Member's own cost and expense any resulting litigation against said parties; provided that there shall be no obligation to defend or indemnify any party whose gross negligence or willful misconduct was the cause of the injury or damage.

## **ARTICLE 16**

### **DAMAGE OR DESTRUCTION TO IMPROVEMENTS**

**16.1. Damage to Common Areas or Association Property.** In the event any portion of the Common Areas or Association Property is partially or totally destroyed by fire, earthquake, or other casualty, the following provisions shall apply.

(a) *Cost of Reconstruction.* As soon as practical, the Board shall: (i) obtain bids from at least two (2) reputable contractors, licensed in California and insured, which bids shall set forth in detail the work required to reconstruct the damaged or destroyed portions of the Common Areas or Association Property to substantially the same condition as they existed prior to such damage and the itemized cost of such work (subject to any increased building standards then in effect), and (ii) determine the amount of all insurance proceeds and reserves available to the Association for the purpose of effecting such reconstruction.

(b) *Automatic Reconstruction.* If the cost to reconstruct the Common Areas or Association Property (minus the deductible and the value of any insurance proceeds due the Association) is less than or equal to three (3) times the amount of the total annual operating budget of the Association for the current fiscal year, the Board, without a vote of the membership, shall cause the Common Areas or Association Property to be reconstructed to substantially the same condition as existed prior to such damage (subject to any increased building standards then in effect). Such reconstruction shall be completed as promptly as practical. Notwithstanding any other provision, the Board shall have the authority, without a vote of the membership, to levy a Special Assessment against the membership to provide the

funds necessary for such reconstruction and/or for repayment of any monies borrowed by the Association for such reconstruction.

(c) *Membership Approval.* If the Board determines that the cost to reconstruct the Common Areas or Association Property (minus the deductible and the value of any insurance proceeds due the Association) is an amount greater than three (3) times the total annual operating budget of the Association for the current fiscal year, then the Common Areas or Association Property shall be reconstructed unless a majority of the membership, by ballot or at a special meeting called for such purpose, votes not to reconstruct the damaged or destroyed Common Areas or Association Property.

(d) *Decision Not to Rebuild.* In the event the membership votes not to rebuild the Common Areas or Association Property, then the following provisions shall apply:

(i) *Right of Partition Revived.* Immediately upon the recordation of such a certificate, the right of partition suspended by this Declaration shall be revived.

(ii) *Revised Subdivision Map.* The Board shall, as soon as practical, cause to be prepared, filed, and/or recorded any revised subdivision map, Condominium Plan or other documents, reports, schedules, or exhibits necessary to show the changed or altered status of the Project, including, without limitation, the elimination of all or part of one (1) or more of the Units as a result of such damage.

(iii) *Distribution of Insurance Proceeds.* The Board shall distribute the insurance proceeds available for such reconstruction together with any other sums otherwise available to the Association for such purpose to the Owners affected, less costs for clearing the debris, collecting insurance proceeds, and any other expenses necessary as a result of the damage or destruction, proportionately according to an appraised fair market value of the Units affected (as of a date immediately prior to destruction or condemnation). Such payment shall be subject to rights of Mortgagees holding Mortgages encumbering Units and all unpaid Assessments together with any interest charges. Appraisers hired by the Board to appraise the Units affected will be paid a reasonable fee by the Association.

(e) *Elimination of Units.* In the event of the elimination of all of a Unit, the Unit shall cease to be part of the Project and the Owner of the Unit shall cease to be a Member of the Association.

**16.2. Duties of Board during Reconstruction.** If reconstruction is undertaken, the Board shall (a) enter into a written contract with a contractor who is licensed and insured for such repair, reconstruction, and restoration; (b) disburse insurance proceeds available for the work along with funds collected by reason of Assessments in appropriate progress payments; and (c) take all steps necessary to ensure the commencement and completion of such repair, reconstruction, and restoration in a lawful, workmanlike manner at the earliest possible date.

**16.3. Right of Entry to Assess Damage and Make Repairs.** Representatives of the Association, contractors, engineers, workmen, or any other persons designated by the Board shall have the right and authority to enter any Unit, Common Areas, or Association Property after such casualty to determine the extent of damage and to make repairs as provided for under the "Right of Entry" provisions contained in this Declaration.

**16.4. Power to Vacate Unit.** If necessary, the Board has the authority to vacate a Unit to make repairs as provided for under the "Right of Entry" provisions contained in Section 4.17 and Article 10.

**16.5. Labor and Materials.** In determining whether the plans for a reconstructed building are in substantial conformance with the Condominium Plan, the Board may take into consideration the availability and expense of the labor and materials in the original construction of the Building. If such labor or material is not available or is prohibitively expensive at the time of reconstruction, the Board may permit the substitution of other labor or material as it deems proper and may make upgrades and changes in materials and construction as the Board deems proper.

**16.6. Interior Unit Damage.** Restoration and repair of any damage caused by fire, earthquake, or other casualty to (a) the interior of any individual Unit, (b) personal property, furniture, furnishings and decorations contained within a Unit, or (c) any Improvements which were added to the Unit by any present or prior Unit resident or Member shall be made by and at the individual expense of the current Unit Owner. The repairs, restoration, and reconstruction shall be completed as promptly as practical and in a lawful and workmanlike manner. If the work is of a nature that would normally require approval by the Association, the Member shall seek approval as provided for in these CC&Rs.

**16.7. Damage to Drywall.** In the event of damage to the plaster and drywall inside or adjacent to a Unit, the Association shall only be liable for the replacement of drywall on the perimeter walls of the Unit which, in the estimation of the Board, suffered sufficient damage to require replacement. The Association shall not be liable for repainting the walls or replacing wall coverings of any kind. The restoration and repair of all other interior walls shall be at the sole expense of the Member. Damage to perimeter walls which does not require replacement of the drywall (e.g., buckled joint tape, hairline fractures of the drywall) shall be the responsibility of the individual Member. The Member shall be responsible for the restoration and repair of all finished surfaces which includes, but is not limited to, painting and wallpapering.

**16.8. Special Assessment for Reconstruction.** In the event the proceeds of insurance obtained by the Association are paid to any Mortgagee of a Unit and by reason of such payment, the insurance proceeds are not made available to the Association as trustee or otherwise to effect any repair, reconstruction, or restoration of any damage and/or destruction to all or any portion of the Project as provided in these CC&Rs, the amount of such proceeds not made available shall be assessed and charged to and against the Member and the Member's Unit as a Special Individual Assessment. The Special Individual Assessment shall be

made by written notification from the Board to the Member or Members against whom made.

**16.9. Encroachment.** In the event a building is partially or totally destroyed, and then rebuilt, Members agree that minor encroachments of the Common Areas or Association Property on Units or of Units on the Common Areas or Association Property or on other Units shall be permitted and that valid easements for the encroachments shall exist. Such encroachments shall not be considered to be encumbrances either on the Units or the Common Areas or Association Property.

## **ARTICLE 17**

### **CONDEMNATION**

**17.1. Common Area or Association Property Awards.** In the event that an action in eminent domain is brought to condemn all or any portion of the Property, the Association shall represent the Members in all proceedings, negotiations, or settlements. Awards for the acquisition of all or part of the Common Area or Association Property shall be paid to the Board, as trustee, for deposit into the Association's reserves or for distribution to the Members. Where the Units are not valued separately by the condemning authority or by the court, distribution to the Members shall be in accordance with their percentage interests.

**17.2. Payment for Condemnation.** In the event that an action in eminent domain is brought to condemn all or any portion of one (1) or more Units, the award made for such taking shall be payable to the respective Owners of the Units subject to: (a) the rights of Mortgagees holding Mortgages covering such Units and (b) all unpaid Assessments of each Member taken together with interest charges. The Board shall have no responsibility for the restoration of a Member's personal property taken as a result of condemnation.

**17.3. Substantial Taking.** If there is a taking of more than fifty percent (50%) of the Property and more than fifty percent (50%) of the total voting power of the Association elects to terminate, the Members may terminate the legal status of the Property and, if necessary, bring a partition action under Civil Code Section 4610. The proceeds from the partition sale, less any costs or fees incurred, shall be distributed to the Members and their respective Mortgagees in accordance with their percentage interests, where the Units are not valued separately by the condemning authority or by the court.

**17.4. Revision of Documents.** In the event of any condemnation of a part of the Property, the Board shall, as soon as practical, cause to be prepared, filed, and/or recorded a revised subdivision map, Condominium Plan or other documents, reports, schedules, or exhibits necessary to show the changed or altered status of the Property.

**17.5. Status of Membership.** In the event a Unit is taken in condemnation, the Unit shall cease to be part of the Property and the affected Member shall cease to be a Member of the Association.

## **ARTICLE 18**

### **PARTITION OF COMMON AREA**

**18.1. Suspension of Right of Partition.** Except as expressly provided in this Article, a Member shall have no right to partition or divide the Member's ownership of the Common Area. Partition of the Common Area can be had on a showing that the conditions to such partition as stated in Article 16 (relating to damage or destruction) or in Article 17 (relating to condemnation), above, or in Civil Code Section 4610 have been met. Nothing in this Declaration shall prevent partition of a co-tenancy in a Condominium.

**18.2. Distribution of Proceeds upon Partition.** Proceeds of the sale of property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees as their interests appear in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Owners' Condominiums determined by independent appraisal, but as of a date immediately prior to the event giving rise to the right of Owners to partition the Common Area.

**18.3. Power of Attorney.** Each of the Owners irrevocably appoints the Association as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire Property, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Property may be had under Civil Code Section 4610 and under the circumstances authorizing partition under this Declaration. The power of attorney shall: (a) be binding on all Owners, whether they assume the obligations under this Declaration or not; (b) be exercisable by a majority of the Board acting on behalf of the Association, subject to obtaining the prior approval by vote or written consent of seventy-five percent (75%) of the Owners and seventy-five percent (75%) of all institutional First Mortgagees; and (c) be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under Section 4610 of the Civil Code. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

## **ARTICLE 19**

### **AMENDMENT OF DECLARATION**

**19.1. Amendments, Generally.** This Declaration may be amended in any respect or revoked only upon the approval or the deemed consent (as approved by *Fourth La Costa Owners Association v. Seith* (2008) 159 Cal.App.4<sup>th</sup> 563), as described below, of Owners constituting more than fifty percent (50%) of the Owners. However, if any provision of this Declaration requires a greater or lesser percentage of the voting rights of Owners in order to take affirmative or negative action under such provision, the same percentage of Owners shall be required to amend or revoke such provision. If the consent or approval of any governmental authority, Mortgagee or other person, firm, agency or entity is required under this

Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall be valid unless such consent or approval is obtained, as described below. Any amendment or revocation of this Declaration shall be effective after (i) the affirmative vote or consent of the percentage of Owners and of any governmental authority, Mortgagees or other persons, firms, agencies or entities required by this Declaration has been obtained or given; (ii) that requisite vote has been certified in a writing executed and acknowledged by the president, secretary or other duly-authorized officer of the Association; and (iii) that writing has been recorded in the office of the County Recorder.

For the purposes of this Section 19.1, an addition or amendment shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. Any Member or institutional First Mortgagee who receives a written request delivered by certified or registered mail, with a "return receipt" requested, to consent to or approve actions, additions or amendments requiring consent or approval under this Section 19.1 who does not submit a written negative response to the requesting party within thirty (30) days after such receipt will be deemed consented to or approved such request.

**19.2. Amendment to Conform to Statute.** If at any time a provision in these CC&Rs contradicts current law according to a written opinion of the Association's legal counsel, the Board will have the authority, on the unanimous approval of the directors and without approval of the Members, to amend that provision, but only to the extent necessary to render the provision compliant with applicable law.

## **ARTICLE 20**

### **MISCELLANEOUS**

**20.1. Term of CC&Rs.** These CC&Rs shall continue in full force and effect for a term of sixty (60) years from the date of their recordation, after which time they shall be automatically extended for successive periods of twenty (20) years unless within six (6) months prior to the expiration of the initial term or any twenty (20)-year extension period a written agreement executed and acknowledged by at least fifty percent (50%) of the Members is placed on Record in the office of the County Recorder terminating the effectiveness of these CC&Rs.

**20.2. Attorneys' Fees.** In any action or arbitration, the prevailing party shall be entitled to recover any reasonable attorneys' fees and costs incurred in the enforcement of the Governing Documents, or in determining the rights or duties under the Governing Documents. If awarded against a Member, such attorneys' fees and costs may be levied against that Member by the Board as a Special Individual Assessment which may be collected in any manner provided for by these CC&Rs or by law.

**20.3. Notices.**

(a) *Where to Deliver Notices.* Any communication or notice of any kind permitted or required herein may be delivered as provided in these CC&Rs and shall be in writing and may be served, as an alternative to personal service, by mailing same as follows:

To a Member: To the street address of the Unit or at such other address as a Member may designate in writing to the Association.

To the Association: To the address of the manager or the Board president.

(b) *Proper Delivery of Notices.*

(i) Pursuant to Section 4040 of the Civil Code, the legal methods of individual notice will include (A) first-class mail postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier to the recipient at the address last shown on the books of the Association; and (B) email, facsimile, or other electronic means, if the recipient has consented in writing to that method of delivery (which consent the recipient can revoke in writing at any time).

(ii) Pursuant to Section 4045 of the Civil Code, the legal methods of general notice include the aforementioned methods of notice; inclusion in a billing statement, newsletter, or similar document; posting the printed document in a prominent location accessible to all Members if the location has been designated for that purpose; inclusion in the Association's television broadcasting, if applicable; provided that if the Association must provide general notices by individual delivery if a Member so requests.

(iii) Pursuant to Section 4050 of the Civil Code, if a document is delivered by mail, delivery is complete upon deposit into the U.S. mail. If a document is delivered by electronic means, delivery is complete at the time of transmission.

(c) *To Whom to Deliver Notices.* Personal service of a notice or demand to one of the co-Owners of any Condominium, to any general partner of a partnership which is the Owner of Record of any Condominium, or to any officer or agent for service of process of a corporation which is the Owner of Record of any Condominium, shall be deemed delivered to all such co-Owners, to such partnership, or to such corporation, as the case may be.

**20.4. Headings.** The headings contained in these CC&Rs are for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction of any term or provision of these CC&Rs.

**20.5. Liberal Construction.** The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the use, operation, and maintenance of the Project.

**20.6. Number and Gender.** Whenever the context so requires, the singular number includes the plural, the plural includes the singular, the masculine gender includes the feminine and/or neuter and the neuter gender includes the masculine and/or feminine.

**20.7. Severability.** The provisions of these CC&Rs and any other Governing Document shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

**20.8. No Public Rights.** Nothing contained in these CC&Rs shall be deemed to be a gift or dedication of all or any portion of the Project to the general public or for any public use or purpose whatsoever.

**20.9. Successor Association.** In the event the Association as a corporate entity is dissolved, a nonprofit, unincorporated association shall without further action automatically succeed to all the rights and duties of the corporation. The affairs of the unincorporated association shall continue to be governed by these CC&Rs, the Bylaws, Architectural Standards, and the Rules as well as any applicable law.

**20.10. Conflicting Provisions.** Pursuant to Civil Code Section 4205,

(a) To the extent of any conflict between the Governing Documents and the law, the law shall prevail.

(b) To the extent of any conflict between the Articles of Incorporation and the CC&Rs, the CC&Rs shall prevail.

(c) To the extent of any conflict between the Bylaws and the Articles of Incorporation or CC&Rs, the Articles of Incorporation or CC&Rs shall prevail.

(d) To the extent of any conflict between the Rules and the Bylaws, Articles of Incorporation, or CC&Rs, the Bylaws, Articles of Incorporation, or CC&Rs shall prevail.

**CERTIFICATION**

WE CERTIFY this 25<sup>th</sup> day of July, 2016 that this Restated Declaration of Covenants, Conditions and Restrictions has been duly approved and adopted by the Association's membership.

OAKNOLL CONDOMINIUM ASSOCIATION,  
a California nonprofit mutual benefit corporation

By: Phyllis J. Belisle  
President, Phyllis J. Belisle

By: \_\_\_\_\_  
Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

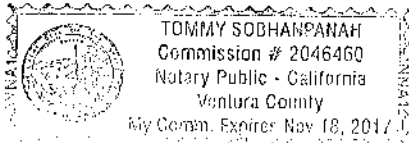
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of Ventura )
On 7/25/16 before me, Tommy Sobhanpanah, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Phyllis J. Beliste
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Certification Document Date: 7/25/16
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Phyllis J. Beliste
[ ] Corporate Officer Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

Signer's Name:
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing:

**CERTIFICATION**

WE CERTIFY this 22 day of July, 2016 that this Restated Declaration of Covenants, Conditions and Restrictions has been duly approved and adopted by the Association's membership.

OAKNOLL CONDOMINIUM ASSOCIATION,  
a California nonprofit mutual benefit corporation

By: \_\_\_\_\_  
President

By: Lois A. Robinson  
Secretary, Lois A. Robinson

**ACKNOWLEDGMENTS**

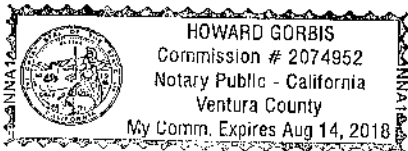
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA )  
                                  )  
COUNTY OF VENTURA )

On 7/22, 2016, before me, Howard Gorbis, a Notary Public, personally appeared Leis A. Robinson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS** my hand and official seal.



Howard Gorbis  
Notary Public

**EXHIBIT "A"**  
**Legal Description of the Property**

Lots 1 through 30 of Tract 2289, in the City of Thousand Oaks, County of Ventura, State of California as recorded in Book 62, Pages 64-71, inclusive, of maps, official records of Ventura County.

***HISTORY OF THE PROPERTY***

1. The Original Declaration recorded on July 3, 1973, as Document No. 47361, in Book 4135 at Page 557 in the Official Records of the County of Ventura included Lots 8-18, inclusive, and Lots 25 and 26.
2. Declaration of Annexation, dated April 14, 1978, recorded on April 18, 1978 as Document No. 37894 in Book 5096, Pages 732-738, Official Records of Ventura County. (Lots 19, 20, 21, 22, and 24 of Tract 2289)
2. Declaration of Annexation, dated September 25, 1978, recorded on April 13, 1979 as Document No. 037609 in Book 5367, Pages 382-388, Official Records of Ventura County. (Lots 23, 27, and 28 of Tract 2289)
3. Declaration of Annexation, dated September 25, 1978, recorded April 13, 1979 as Document No. 037910 in Book 5367, Pages 389-396, Official Records of Ventura County. (Lots 29 and 30 of Tract 2289)
5. Declaration of Annexation, dated April 25, 1979, recorded on June 13, 1979 as Document No. 062034 in Book 5413, Pages 758-765, Official Records of Ventura County. (Lots 1, 2, 3, 4, 5, 6 and 7 of Tract 2289)

**EXHIBIT "B"**  
**Amendments**

1. Amendment to Declaration Establishing a Plan of Condominium Ownership, dated January 22, 1975 and recorded on April 21, 1975 as Document No. 24034 in Book 4393, Pages 691-712, Official Records of Ventura County.
2. Second Amendment to Declaration Establishing a Plan of Condominium Ownership, dated May 22, 1975 and recorded on August 7, 1975 as Document No. 52766 in Book 4443, Pages 52-72, Official Records of Ventura County.
3. Amendment of the Declaration of Covenants, Conditions and Restrictions of Oaknoll Condominium Association recorded July 19, 1985 as Document No. 076715 in the Official Records of Ventura County.
4. Fourth Amendment to Declaration Establishing a Plan of Condominium Ownership, dated July 18, 2012 and recorded on July 31, 2012 as Document No. 20120731-00133838 in the Official Records of Ventura County.

**EXHIBIT "C"**

**Maintenance and Repair Matrix**

**Oakknoll Condominium Association  
Maintenance and Repair Matrix - based upon Declaration of Covenants, Conditions and Restrictions\***

HOA      Owner      Owner to clean, perform routine maintenance and keep in a safe, sanitary and attractive condition.

**I. LANDSCAPING AND EXTERIOR AREAS:**

All landscaped areas outside residential structures, except decks area and enclosed patios	X	
Carpport structures and storage lockers	X	X
Concrete walkways throughout common areas leading up to units	X	
Clubhouse, pool, spa, pool area and all related equipment, structures, fixtures and furniture	X	
Dog park	X	
Drainage of unit patios enclosed by stucco walls, including maintaining, cleaning, unclogging and keeping clear drains inside unit patios and drains through stucco		X
Drainage outside residential structures, not including decks and patios enclosed by stucco walls, etc.	X	
Entry decks to 2nd story units, landings and staircases	X	
Exterior staircases	X	
Fences and project surrounding walls	X	
Fire extinguisher in common areas	X	
Hallways and staircases in 3 story buildings	X	
Hallway and walkway lighting in 3 story buildings	X	
Hallway paint in 3 story buildings	X	
Hallway fire alarm systems in 3 story buildings	X	
Irrigation system in landscaped areas outside residential structures, except deck areas and unit patios enclosed by stucco walls	X	
Landscaping and irrigation on decks and inside unit patios		X
Plants - replacements, trimming and maintenance in landscaped areas outside residential structures, except deck areas and unit patios	X	
Potted plants on decks and in unit patios	X	X
Soil clearance from foundations	X	
Storm drains	X	
Private streets, driveways, and parking areas, including asphalt and concrete surfaces	X	
Trash enclosures	X	

**II. HOMES - PAINTING:**

All exterior surfaces of residential structures, including trim and walls	X	
All interior surfaces	X	
Deck railing & caps	X	X
Entry Doors - exterior surface	X	
Entry Doors - interior surface	X	X
Exterior trim caulking	X	

\*UNLESS otherwise noted, all duties include maintenance, repair and replacement.

**Oakknoll Condominium Association  
Maintenance and Repair Matrix - based upon Declaration of Covenants, Conditions and Restrictions\***

Owner to clean, perform routine  
maintenance and keep in a safe,  
sanitary and attractive condition.

**III. HOMES - EXTERIOR:**

	HOA	Owner
Building and unit address numbers	X	
Chimney caps	X	
Deck drains - keeping clear and unclogged		X
Deck surface cleaning		X
Deck systems, including framing, flashing, railings, wall assemblies and waterproof coating systems (maintenance and repair, including deck coating)	X	
Deck systems owner or resident caused damage		X
Doorbell switch button		X
Front entry door hardware, weather stripping and locks		X
Entry door (except inside surface paint)	X	
Exterior wall assemblies, including plaster, lath, building paper, wood trim, wall cavities, insulation and drywall	X	
Concrete foundations	X	
Framing of residential structures and structural hardware	X	
Owner installed shade structures and awnings, and gutters and downspouts attached thereto		X
Patios, including concrete	X	
Pergolas and similar decorative wood structures	X	
Rain gutters and downspouts (except owner installed gutters and downspouts attached to owner installed shade structures and awnings)	X	
Rain gutter and downspout cleaning	X	
Roof systems, including tile and flat roofs, underlayment, flashing, sheathing and framing	X	
Sidewalks - adjoining streets	X	
Sidewalks and landings - landings leading to and between units	X	
Stairways, wood, railings and entry	X	
Trash enclosures	X	
Trim boards	X	
Utility closet doors	X	
Utility closets	X	
Walls - bearing	X	
Walls - deck, upstairs	X	
Walls - patios	X	
Window and sliding glass door frames (except owner installed replacement windows and sliding glass doors)	X	

**Oakknoll Condominium Association  
Maintenance and Repair Matrix - based upon Declaration of Covenants, Conditions and Restrictions\***

*Owner to clean, perform routine  
maintenance and keep in a safe,  
sanitary and attractive condition.*

	HOA	Owner
Window and sliding glass door - glass	X	
Window and sliding glass door - hardware (except owner installed replacement windows)	X	X
Window and door screens	X	
Windows and sliding glass door - flashing (except owner installed replacement windows)	X	X
Windows and sliding glass doors - owner installed replacement windows, sliding glass doors and door frames	X	

**ST. CHARLES UNITS:**

Garage doors, hardware, openers and equipment	X	
Wrought iron gates and decorative trim		
Skylights	X	

**IV. HOMES - INTERIORS:**

Air conditioning and heating systems - All components servicing units		X	
Attic spaces	X		
Cabinets	X	X	
Ceiling coverings (including acoustic sprayed surfaces)	X		
Ceiling/floor cavity between units	X		
Ceiling molding			
Chimneys, fireplaces and flues		X	
Countertops - Kitchen, bath		X	
Doorbells		X	
Drywall - Perimeter walls	X		X
Drywall - Non-perimeter walls		X	
Floor coverings		X	
Front entry doors	X		X
Front door frames entry	X		
Front door hardware and locks		X	
House furnishings/furniture		X	
Interior doors (including hardware)		X	
Interior lighting		X	
Paint, wallpaper		X	
Patio door hardware		X	
Slab floors, concrete	X		X
Walls - between Units		X	
Wall coverings		X	
Wall studs - interior walls (as part of original construction)			
Wall studs - interior walls (as part of owner-modified construction)	X		

**Oakroll Condominium Association  
Maintenance and Repair Matrix - based upon Declaration of Covenants, Conditions and Restrictions\***

Owner to clean, perform routine  
maintenance and keep in a safe,  
HOA Owner sanitary and attractive condition.

**V. HOMES - PLUMBING, ELECTRICAL AND MECHANICAL**

Air conditioning systems (all components, including compressors, cooling, ducting and electrical)			
Air conditioning - cost of moving out or relocating necessary to make roof repairs	X	X	X
Air conditioning - cost of repair or to replace air conditioning components damaged during moving to make roofing repairs, which damage is due to age of equipment and would not have occurred absent age of equipment		X	
Alarm systems		X	
Appliances		X	
Cable, satellite, Internet and related owner-installed systems		X	
Cable and satellite system—central community satellite television system		X	
Central heating - furnace and air conditioning units	X		
Central heating - vents, pipes to roof or outside walls		X	
Drain lines from water heater/water heater smitty pans and lines leading to exterior		X	
Dryer vent cleaning, maintenance and repair from entry into interior walls to outside		X	
Electrical circuit breakers		X	
Electrical outlets, fixtures and sockets		X	
Electrical and telephone wiring—original in-wall systems	X		
Electrical and telephone wiring—owner-installed		X	
Exterior light bulb replacement, patio, deck or adjacent to front doors		X	
Exterior light fixtures	X		
Exterior spigots	X		
Intercom systems		X	
Kitchen and bathroom fans		X	
Kitchen and bathroom fan vents to roof		X	
Light switches		X	
Phone, internet, cable hookups and wiring		X	
Range hood, fans and vents		X	
Satellite dishes		X	
Security systems		X	
Sinks		X	
Smoke detectors/CO2 detectors		X	
Thermostat/temp. control		X	
Toilets		X	
Vents and fans in bathrooms		X	
Water conditioners		X	
Water, drain and sewer lines from unit walls extending into units		X	
Water filtration systems		X	
Water heater pressure relief valves		X	
Water heater smitty pans		X	

**Oaknoll Condominium Association  
Maintenance and Repair Matrix - based upon Declaration of Covenants, Conditions and Restrictions\***

Water heaters  
Water pressure regulators

	Owner to clean, perform routine maintenance and keep in a safe, sanitary and attractive condition.	
HOA	Owner	
	X	

**VI. OTHER:**

Damage caused by owners' or owners' tenants' negligence, abuse or other damage to HOA responsibility components other than by ordinary wear and tear  
Owner added accessories  
Standard maintenance and repair from everyday wear and tear  
Temporary relocation expenses due to repairs of any nature, including wood destroying pests and organisms

	X	
	X	
	X	

# Oaknoll Condominium Association, Inc.

Current Unaudited Financial Documents



**CondoCerts**

16-Sep-24  
08:45 AM

OAKNOLL CONDOMINIUM ASSOCIATION  
BALANCE SHEET  
AUGUST 31, 2024

OAK-OAKNOLL (150)  
FYE - MARCH

A S S E T S

OPERATING FUNDS

1102 BANC OF CA INSURANCE HOLDI 122,666.62  
1106 BANC OF CALIFORNIA-FIRE 8,400.83  
1108 BANC OF CALIFORNIA 278,070.71

#1000964047  
#1002715181  
#1000964039

**TOTAL OPERATING FUNDS**

**409,138.16**

RESERVE FUNDS

1440 BANC OF CALIFORNIA 129,924.80  
1785 CITY NATIONAL BANK CD 209,961.02  
1791 CITY NATIONAL BANK-CD 205,528.52  
1792 CITY NATIONAL BANK 242,088.78  
1793 CITY NATIONAL BANK 687,677.58

#1000964054 0.01%  
4.07% 04/22/24  
750200516 4.40% 09/30/24  
#31748364 2.75%  
#BHS-304760 5.04%

**TOTAL RESERVE FUNDS**

**1,475,180.70**

OTHER ASSETS

1280 ACCOUNTS RECEIVABLE 135,645.95-

**TOTAL ASSETS**

**1,748,672.91**

L I A B I L I T I E S

2101 KEY CARD DEPOSITS 10,732.02

**TOTAL LIABILITIES**

**10,732.02**

RESERVE FUNDS 1,475,180.70  
OPERATING FUND BAL-YEAR END 379,197.62  
REVENUE OVER EXPENSES 116,437.43-

**TOTAL EQUITY**

**1,748,672.91**

16-Sep-24  
08:45 AM

OAKNOIL CONDOMINIUM ASSOCIATION  
BALANCE SHEET  
SUBSIDIARY SCHEDULE  
AUGUST 31, 2024

OAK-OAKNOIL (150)

Current

Balance

16-Sep-24  
08:45 AM

OAKNOLL CONDOMINIUM ASSOCIATION  
INCOME STATEMENT  
FOR THE FIVE MONTHS ENDING AUGUST 31, 2024

OAK-OAKNOLL (150)

ACTUAL	CURRENT PERIOD		ACTUAL	YEAR TO DATE		ANNUAL BUD
	BUDGET	VARIANCE		BUDGET	VARIANCE	
	REVENUE					
.00	205,258.00	205,258.00-	821,240.00	1,026,290.00	205,050.00-	2,463,096.00
450.00	.00	450.00	1,950.00	.00	1,950.00	.00
.00	.00	.00	125,700.00	.00	125,700.00	.00
49.00-	.00	49.00-	862.00	.00	862.00	.00
.00	.00	.00	248,250.40-	.00	248,250.40-	.00
25.00	.00	25.00	225.00	.00	225.00	.00
25.00	.00	25.00	5,266.01-	.00	5,266.01-	.00
1,189.52	.00	1,189.52	6,822.74	.00	6,822.74	.00
200.00	.00	200.00	1,665.00	.00	1,665.00	.00
69.00	.00	69.00	274.00	.00	274.00	.00
<b>1,909.52</b>	<b>205,258.00</b>	<b>203,348.48-</b>	<b>705,222.33</b>	<b>1,026,290.00</b>	<b>321,067.67-</b>	<b>2,463,096.00</b>
<b>TOTAL INCOME</b>						
<b>EXPENSES</b>						
OPERATING COSTS						
.00	20,000.00	20,000.00	93,862.53	100,000.00	6,137.47	240,000.00
.00	1,250.00	1,250.00	573.61	6,250.00	5,676.39	15,000.00
1,589.75	.00	756.42-	1,979.84	4,166.65	2,186.81	10,000.00
.00	833.33	250.00	1,077.41	1,250.00	1,172.59	3,000.00
635.00	666.67	31.67	1,270.00	3,333.35	2,063.35	8,000.00
.00	833.33	833.33	3,000.00	4,166.65	1,166.65	10,000.00
.00	2,500.00	1,250.00	12,429.45	12,500.00	70.55	30,000.00
.00	1,250.00	1,250.00	.00	6,250.00	6,250.00	15,000.00
.00	4,583.33	4,583.33	13,334.73	22,916.65	9,581.92	55,000.00
.00	416.67	416.67	627.72	2,083.35	1,455.63	5,000.00
.00	208.33	208.33	.00	1,041.65	1,041.65	2,500.00
.00	2,083.33	2,083.33	8,557.84	10,416.65	1,858.81	25,000.00
.00	416.67	416.67	3,012.00	2,083.35	928.65-	5,000.00
.00	1,666.67	1,666.67	250.00	8,333.35	8,333.35	20,000.00
.00	416.67	416.67	.00	2,083.35	1,833.35	3,000.00
.00	250.00	250.00	.00	1,250.00	1,250.00	3,000.00
.00	2,083.33	2,083.33	13,253.38	10,416.65	2,836.73-	25,000.00
.00	208.33	208.33	327.56	1,041.65	714.09	2,500.00
.00	833.33	833.33	2,504.73	4,166.65	4,166.65	10,000.00
.00	833.33	833.33	.00	1,661.92	1,661.92	10,000.00
.00	208.33	208.33	1,571.19	8,333.35	6,762.16	20,000.00
.00	1,666.67	1,666.67	24,208.71	31,250.00	7,041.29	75,000.00
.00	6,250.00	6,250.00	29,290.78	41,665.25	12,374.47	99,996.00
107.60	8,333.05	8,225.45	.00	500.00	500.00	1,200.00
.00	100.00	100.00	5,634.67	4,166.65	1,468.02-	10,000.00
986.04	833.33	152.71-	581.20	500.00	81.20-	1,200.00
.00	100.00	100.00	104,422.21	127,083.35	22,661.14	305,000.00
26,170.74	25,416.67	754.07-	32,418.51	31,250.00	1,168.51-	75,000.00
6,448.91	6,230.00	198.91-				

OAKNOLL CONDOMINIUM ASSOCIATION  
INCOME STATEMENT  
FOR THE FIVE MONTHS ENDING AUGUST 31, 2024

ACTUAL	CURRENT PERIOD		ACTUAL	YEAR TO DATE		ANNUAL BUD
	BUDGET	VARIANCE		BUDGET	VARIANCE	
1,570.00	1,666.67	96.67	13,366.00	8,333.35	5,032.65-	20,000.00
.00	1,250.00	1,250.00	800.00	6,250.00	5,450.00	15,000.00
1,495.00	1,875.00	380.00	9,079.00	9,375.00	296.00	22,500.00
.00	500.00	500.00	3,757.45	2,500.00	1,257.45-	6,000.00
460.00	1,250.00	790.00	12,793.12	6,250.00	6,543.12-	15,000.00
.00	250.00	250.00	1,617.00	1,250.00	367.00-	3,000.00
.00	83.33	83.33	.00	416.65	416.65	1,000.00
.00	100.00	100.00	.00	500.00	500.00	1,200.00
.00	208.33	208.33	1,223.35	1,041.65	181.70-	2,500.00
.00	208.33	208.33	.00	1,041.65	1,041.65	2,500.00
.00	.00	.00	182.47	.00	182.47-	.00
<b>39,463.04</b>	<b>98,133.03</b>	<b>58,669.99</b>	<b>397,881.46</b>	<b>490,665.15</b>	<b>92,783.69</b>	<b>1,177,596.00</b>
<b>TOTAL OPERATING COSTS</b>						
ADMINISTRATION						
.00	833.33	833.33	5,154.25	4,166.65	987.60-	10,000.00
.00	166.67	166.67	85.01	833.35	748.34	2,000.00
114.57	333.33	218.76	1,291.00	1,666.65	375.65	4,000.00
.00	83.33	83.33	300.60	416.65	116.05	1,000.00
.00	250.00	250.00	.00	1,250.00	1,250.00	3,000.00
.00	23,333.33	23,333.33	77,281.99	116,666.65	39,385.26	280,000.00
211.70	583.33	371.63	2,288.87	2,916.65	627.78	7,000.00
3,200.00	2,083.33	1,116.67-	28,527.51	10,416.65	18,110.86-	25,000.00
.00	83.33	83.33	.00	416.65	416.65	1,000.00
.00	416.67	416.67	4,250.00	2,083.35	2,166.65-	5,000.00
1,020.23	833.33	186.90-	4,196.34	4,166.65	29.69-	10,000.00
.00	208.33	208.33	50.00	1,041.65	991.65	2,500.00
.00	291.67	291.67	.00	1,458.35	1,458.35	3,500.00
<b>4,546.50</b>	<b>29,499.98</b>	<b>24,953.48</b>	<b>123,424.97</b>	<b>147,499.90</b>	<b>24,074.93</b>	<b>354,000.00</b>
<b>TOTAL ADMINISTRATION</b>						
FIXED COSTS						
.00	330,000.00	330,000.00	241,974.75	330,000.00	88,025.25	330,000.00
.00	11,833.33	11,833.33	27,491.88	59,166.65	31,675.07	142,000.00
637.00	583.33	53.67-	8,040.00	2,916.65	5,123.35-	7,000.00
.00	250.00	250.00	23,917.00	1,250.00	22,667.00-	3,000.00
156.38	166.67	10.29	8,184.38	7,351.03-	843.35	2,000.00
.00	1,833.33	1,833.33	7,062.32	9,166.65	2,104.33	22,000.00
.00	333.33	333.33	2,893.30	1,666.65	1,226.65-	4,000.00
.00	125.00	125.00	40.00	625.00	585.00	1,500.00
<b>793.38</b>	<b>345,124.99</b>	<b>344,331.61</b>	<b>319,603.33</b>	<b>405,624.95</b>	<b>86,021.62</b>	<b>511,500.00</b>
<b>TOTAL FIXED COSTS</b>						
<b>44,802.92</b>	<b>472,758.00</b>	<b>427,955.08</b>	<b>840,909.76</b>	<b>1,043,790.00</b>	<b>202,880.24</b>	<b>2,043,096.00</b>
<b>TOTAL EXPENSES</b>						
RESERVE FUND ALLOCATION						



# Oaknoll Condominium Association, Inc.

Design Documents



**CondoCerts**

# Oaknoll Condominium Association

300 McCloud Avenue, Thousand Oaks, CA 91360  
Office: (805)495-8111 Fax: (805)495-0352 Email: Oaknoll@verizon.net

## ARCHITECTURAL MODIFICATION REQUEST

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Tentative Start Date \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Proposed Project \_\_\_\_\_

Permission is limited to the item(s) specifically noted on this document and is hereby granted upon the following terms and conditions. Failure to adhere to the stated intent will void authorization and subject the applicant to penalties.

1. Descriptions, sketches and/or specifications are required and shall be attached to and made part of this request.
2. Any planting shall not interfere with designed operation of sprinkler heads or hinder landscape maintenance.
3. Any installation must not alter existing construction design or the function thereof.
4. If the installation is to be done by private contractors, the contractor must submit evidence of Workers Compensation coverage, liability insurance and automobile insurance.
5. All work done must comply with all existing state, city, and county laws, ordinances and regulations, and Oaknoll governing documents.
6. All work will be subject to inspection by the Association. The owner and contractor will be held responsible for any deviations of the above description and will be required to make necessary corrections at the owner's expense.
7. The homeowner acknowledges that the approved installation, when completed and although forming a part of the common elements, will not be subject of any insurance coverage or any loss prevention or indemnification coverage by the Association.
8. The homeowner acknowledges that the responsibility to repair and maintain the installation rests solely with the owner and does not and will not become the responsibility of the Association.
9. The homeowner, by the execution and acceptance of this Permit agrees to release and forever discharge the Oaknoll Homeowners Association from all obligations, controversies, suits, actions, causes of actions, trespasses, variances, damages, claims or demands, in law or in equity the resident ever had, nor has or hereafter can, shall or may have against the Association upon or by reason of any damage to the above installation occurring in any manner whatsoever.
10. Homeowner shall be required prior to granting approval to reimburse Oaknoll HOA for any costs incurred or to be incurred in the sole discretion of Oaknoll HOA for outside services related to the processing of the application, including, but not limited for architectural, engineering, design, contracting, legal, document preparation or copying costs

**SPECIAL NOTICE REGARDING HVAC UNIT INSTALLATIONS:** Installation of all new Heating/Air Conditioning units requires the installation of new 4x4 sleepers; new sleepers shall be made of "pressure treated lumber or made of a poly-vinyl/wood substitute (such as "Trex") and have sound dampening devices under all 4 corners. Installation to include earthquake strapping. The HOA office will examine the roof prior to installation as well as conduct a final inspection once work is complete. Owner is responsible for any damage to the building roof, stucco, or structure as a result of HVAC installation. All old equipment and debris must be removed from roof and hauled away. In addition, evidence of insurance for all contractors and sub-contractors to include a copy of the building permit from the City of Thousand Oaks must be submitted before the new unit is installed.

Approval \_\_\_\_\_ Date \_\_\_\_\_

Denial/Reason for denial \_\_\_\_\_ Date \_\_\_\_\_

Additional comments \_\_\_\_\_

Homeowner signature \_\_\_\_\_ Date \_\_\_\_\_

# Oaknoll Condominium Association, Inc.

Emergency Assessment



**CondoCerts**

Emergency Assessment Section 4525(a)(4)

Emergency Assessment may be found in Demand Statement

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Financial Statement Review



**CondoCerts**

**OAKNOLL CONDOMINIUM ASSOCIATION**

**FINANCIAL STATEMENTS AND  
SUPPLEMENTARY INFORMATION**

**YEAR ENDED MARCH 31, 2020**

# OAKNOLL CONDOMINIUM ASSOCIATION

## TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT .....	1 - 2
FINANCIAL STATEMENTS	
Balance Sheet .....	3
Statement of Revenues and Expenses and Changes in Fund Balances .....	4
Statement of Cash Flows .....	5
Notes to Financial Statements .....	6 - 8
SUPPLEMENTARY INFORMATION	
Supplementary Schedule of Operating Fund Expenses .....	9
Supplementary Schedule of Future Major Replacements .....	10 - 12

**SCOTT KRIVIS & COMPANY**

CERTIFIED PUBLIC ACCOUNTANT  
20700 VENTURA BOULEVARD, SUITE 234  
WOODLAND HILLS, CA 91364  
(818) 594-7200 \* (818) 594-0372 FAX

**Independent Auditor's Report**

To the Board of Directors  
Oaknoll Condominium Association

We have audited the accompanying financial statements of Oaknoll Condominium Association which comprise the balance sheet as of March 31, 2020, and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

## **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Oaknoll Condominium Association as of March 31, 2020, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## **Report on Supplementary Information**

Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Operating Fund Expenses, on page 9 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Corporation's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

## **Disclaimer of Opinion on Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the information on future major repairs and replacements of common property on pages 10 through 12 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted in inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Scott Krivis & Company

Woodland Hills, CA  
June 18, 2020

**OAKNOLL CONDOMINIUM ASSOCIATION**

**BALANCE SHEET  
MARCH 31, 2020**

	OPERATING FUND	RESERVE FUND	TOTAL
<b>ASSETS</b>			
Cash and Cash Equivalents	\$164,524	\$1,091,243	\$1,255,767
Assessments Receivable, Net	9,940		9,940
Prepaid Expenses	163,432		163,432
<b>TOTAL ASSETS</b>	<b>\$337,896</b>	<b>\$1,091,243</b>	<b>\$1,429,139</b>
<b>LIABILITIES</b>			
Accounts Payable	\$16,802		\$16,802
Prepaid Assessments	34,156		34,156
Income Taxes Payable		2,151	2,151
<b>TOTAL LIABILITIES</b>	<b>50,958</b>	<b>2,151</b>	<b>53,109</b>
<b>FUND BALANCES</b>	<b>286,938</b>	<b>1,089,092</b>	<b>1,376,030</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$337,896</b>	<b>\$1,091,243</b>	<b>\$1,429,139</b>

See Independent Auditor's Report

The accompanying notes are an integral part of these financial statements.

**OAKNOLL CONDOMINIUM ASSOCIATION**

**STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED MARCH 31, 2020**

	<u>OPERATING FUND</u>	<u>RESERVE FUND</u>	<u>TOTAL</u>
<b>REVENUES</b>			
Assessments	\$1,638,362	\$125,000	\$1,763,362
Interest		14,546	14,546
Application Fees	6,075		6,075
Escrow Fees	5,830		5,830
Laundry Fees Collected	16,757		16,757
Miscellaneous Income	12,318		12,318
<b>TOTAL REVENUES</b>	<b>1,679,342</b>	<b>139,546</b>	<b>1,818,888</b>
<b>EXPENSES</b>			
Operating	992,293		992,293
Administrative	612,392		612,392
Reserve Expenditures:			
Backflow		4,190	4,190
Balcony		2,690	2,690
Bathrooms		625	625
Carport Roofing		28,055	28,055
Fences		3,550	3,550
Heating & Air Conditioning		23,978	23,978
MailBoxes		18,825	18,825
Office Equipment		1,357	1,357
Outside Decks		37,571	37,571
Outside Stairways		8,615	8,615
Plumbing		6,413	6,413
Pool and Spa		4,648	4,648
Roofs		20,790	20,790
Security		1,851	1,851
Streets & Sidewalks		2,475	2,475
Stucco Repair		2,400	2,400
Trash		14,700	14,700
Tree Trimming/Removal		4,635	4,635
Water Heaters		6,650	6,650
Income Tax Expense		2,151	2,151
<b>TOTAL EXPENSES</b>	<b>1,604,585</b>	<b>195,059</b>	<b>1,800,754</b>
Excess (deficiency) of revenues over expenses	74,657	(56,523)	18,134
Beginning fund balances	212,281	1,145,615	1,357,896
<b>ENDING FUND BALANCES</b>	<b>\$286,938</b>	<b>\$1,089,092</b>	<b>\$1,376,030</b>

See Independent Auditor's Report

The accompanying notes are an integral part of these financial statements.

## OAKNOLL CONDOMINIUM ASSOCIATION

### STATEMENT OF CASH FLOW FOR THE YEAR ENDED MARCH 31, 2020

	OPERATING FUND	RESERVE FUND	TOTAL
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Excess (Deficiency) of revenues over expenses	\$74,657	(\$56,523)	\$18,134
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided (used) by operating activities:			
Reserve Expenditures		-	0
(Increase) Decrease in Current Assets:			
Assessments Receivable	(5,588)		(5,588)
Prepaid Expenses	(25,705)		(25,705)
Increase (Decrease) in Current Liabilities:			
Accounts Payable	12,691		12,691
Prepaid Assessments	12,864		12,864
Income Taxes Payable		2,151	2,151
<b>NET CASH PROVIDED (USED) BY</b>			
<b>OPERATING ACTIVITIES</b>	<b>68,919</b>	<b>(54,372)</b>	<b>14,547</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Reserve Expenditures		-	-
<b>NET CASH USED BY INVESTING ACTIVITIES</b>			
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
<b>NET CASH FLOWS PROVIDED (USED) BY</b>			
<b>FINANCING ACTIVITIES</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>68,919</b>	<b>(54,372)</b>	<b>14,547</b>
<b>CASH - BEGINNING OF YEAR</b>	<b>95,605</b>	<b>1,145,615</b>	<b>1,241,220</b>
<b>CASH - END OF YEAR</b>	<b>\$164,524</b>	<b>\$1,091,243</b>	<b>\$1,255,767</b>
<b>SUPPLEMENTAL DISCLOSURE:</b>			
Income Taxes Paid		\$0	\$0

See Independent Auditor's Report.

The accompanying notes are an integral part of this financial statement.

**OAKNOLL CONDOMINIUM ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
MARCH 31, 2020**

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES**

- A. Oaknoll Condominium Association, incorporated in the state of California on July 1, 1973, is an Association organized and operated to provide for the management, maintenance and care of Association property and common areas. The Association is a planned residential development of 419 units located in Thousand Oaks, CA. In addition to such duties, the Association maintains architectural control, enforces its protective restrictions, and promotes the general welfare of the community comprising the Association.
- B. The Association maintains its books and records on the cash basis of accounting. For these financial statements, adjustments have been made to convert the Association's records to the accrual basis of accounting. As a result, revenues are recognized when earned, and expenses are recognized when incurred.
- C. The Association is a not-for-profit organization, which employs a fund method of accounting. The fund method properly accounts for restrictions on the expenditures resulting from actions of the Board of Directors or the Association voting membership.

These financial statements separate funds into two classes. The first is the operating fund; these are funds whose disposition is at the discretion of the Board of Directors and the property manager and are generally used for operating expenses. The second is the restricted Reserves; these are to be used for replacement of common area expenditures and capital improvements and may be lent to the operating fund, to be repaid within one year, for general operating purposes.

It is the Association's policy that any excess funds at the end of the operating year will be allocated to the following year or held as additional funds for the replacement of Association assets.

- D. The Association's checking and money market accounts, as well as its primary accounting records were maintained by the Oaknoll Condominium Association.
- E. Association members are subject to monthly assessments of \$350 for the fiscal year ending March 31, 2020 and will remain \$350 for the fiscal year ending March 31, 2021. The assessment receivable balance as of March 31, 2020 represents monthly assessments, late fees, fines, and other charges due from the homeowners. The Association uses the allowance method to account for uncollectible assessments. As of March 31, 2020, the Association has reserved \$0 for uncollectible accounts.

**OAKNOLL CONDOMINIUM ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
MARCH 31, 2020**

**NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

- F. For purposes of the Statement of Cash Flows, the Association considers all money market accounts and certificates of deposit to be cash equivalents.
- G. The Association has used estimates in the preparation of the financial statements to be in conformity with generally accepted accounting principles. Actual results could differ from those estimates.
- H. Real property and common areas acquired by the original homeowners from the developer are not capitalized on the Association's financial statements. Although these properties are owned by the Association, the assets are not recognized under generally accepted accounting principles, as the Association will not, in the ordinary course of business, dispose of the property. Common areas are restricted to use by Association members, their tenants, and guests.

**NOTE 2 – REPLACEMENT RESERVES**

The Association's governing documents require that funds be accumulated for future major repairs and replacements. Accumulated funds are held in separate accounts and are generally not available for expenditures for normal operations. A formal independent reserve study determines the adequacy or deficiency of the association's actual reserves compared to the calculated reserve requirement. Actual replacement costs and major improvements are utilized to determine the optimum reserve requirement. A reserve study update was conducted by Association Reserves, Inc. on December 4, 2019 for the period ending March 31, 2021. The total replacement cost of reserve items is \$4,499,100 and the ideal reserve funding is \$3,111,407. As of March 31, 2020, the balance in the reserves was \$1,091,243 in money market accounts and certificates of deposit to fund future replacements with 35% of the ideal reserves funded. The additional funding needed so that the ideal reserves are fully funded is \$2,020,164.

Funds are being accumulated in the replacement fund based on estimated future costs for repairs and replacements of common property components. Actual expenditures and investment income may vary from the estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right, subject to membership approval, to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available.

**OAKNOLL CONDOMINIUM ASSOCIATION  
NOTES TO FINANCIAL STATEMENTS  
MARCH 31, 2020**

**NOTE 3 – INCOME TAXES**

The Association files income taxes on a fiscal year end. The Association has elected to be taxed as a homeowners' association under the provisions of Section 528 of the Internal Revenue Code. Accordingly, for Federal tax purposes the Association has taxable income of \$5,419 and a Federal income tax liability of \$1,626, for the year ended March 31, 2020. The Association has recorded an income tax payable for this tax liability as of March 30, 2020.

The Association has been granted a Section 23701 (t) exemption by the State of California. Any income from sources other than membership dues, fees, and assessments (exempt-function income) is taxable if it exceeds \$100 per year. The Association has non-exempt function income of \$5,945. State income tax liability on this income is \$526. The Association has recorded an income tax payable for this tax liability as of March 31, 2020.

**NOTE 4 – CREDIT RISK**

The Association maintains bank accounts at financial institutions, whose balances exceed the federally insured amount of \$250,000 per institution. The balance as of March 31, 2020 that exceeds the insured limit is \$203,451.

**NOTE 5 – LEGAL**

The Association is involved in various legal claims and actions in the normal course of its activities. Based upon counsel and the board's opinion, the outcome of such matters is not expected to have a material effect on the Association's financial position.

**NOTE 6 – DATE OF MANAGEMENT'S REVIEW**

In preparing the financial statements, the Association has evaluated events and transactions for potential recognition or disclosure through June 18, 2020, the date that the financial statements were available to be issued.

# OAKNOLL CONDOMINIUM ASSOCIATION

## SUPPLEMENTARY SCHEDULE OF OPERATING FUND EXPENSES FOR THE YEAR ENDED MARCH 31, 2020

### OPERATING EXPENSES

Cleaning	\$36,829
Cable TV	228,523
Electricity	65,537
Elevator Repair & Maintenance	26,320
Exterminating & Repairs	61,482
Gas	11,151
General Repair & Maintenance	110,244
Landscaping & Gardening	173,135
Lighting Repairs & Maintenance	11,318
Miscellaneous Expense	4,073
Pet Waste Stations	2,640
Plumbing Repairs & Maintenance	17,662
Pool Repairs & Maintenance	12,240
Roof Repairs & Maintenance	25,200
Rubbish Removal	64,348
Security	16,344
Telephone and Intercom	11,246
Transportation & Golf Cart	3,079
Water & Sewer	110,922

**TOTAL OPERATING EXPENSES** **992,293**

### ADMINISTRATIVE EXPENSES

Accounting Service	12,889
Accounting & Tax Preparation	4,250
Bad Debt	1,496
Insurance	254,893
Miscellaneous Expense	3,330
Office Expense	21,405
On Site Personnel & Maintenance Personnel	226,602
Other Taxes & Licenses	594
Payroll Taxes	17,471
Postage	4,718
Professional Fees	61,923
Website	2,821

**TOTAL ADMINISTRATIVE EXPENSES** **612,392**

**TOTAL OPERATING FUND EXPENSES** **\$1,604,685**

See Independent Auditor's Report

The accompanying notes are an integral part of these financial statements.

## OAKNOLL CONDOMINIUM ASSOCIATION

### SUPPLEMENTARY SCHEDULE OF FUTURE MAJOR REPLACEMENTS MARCH 31, 2020

COMPONENT	ESTIMATED EXPIRED LIFE	EXPECTED REPLACEMENT COSTS	IDEAL RESERVES FUNDED	CURRENT RESERVES
<b>RESERVE FUND BALANCE</b>				<b>\$1,091,243</b>
<b>General Common Area</b>				
Concrete Walkways - Repair	1/1	\$10,450	\$10,450	
Asphalt - Remove & Replace	19/25	543,000	477,840	
Asphalt - Rem & Rep (St. Charles)	22/25	59,500	45,220	
Asphalt - Seal/Repair (All Streets)	5/5	37,000	37,000	
Pole Lights - Replace	30/30	185,000	185,000	
Street Lights - Replace	33/35	81,000	76,371	
Carport Lights - Replace	20/20	5,250	5,250	
Park Benches - Replace	2/2	2,600	2,600	
Dog Park Fence - Replace	9/30	4,100	1,230	
Vinyl Trash Gates - Replace	11/30	12,000	4,400	
Carport Storage Bins - Replace	3/10	25,500	7,650	
Security Camera System - Replace	10/10	12,100	12,100	
Backflow Devices - Partial Replace	3/3	9,250	9,250	
Irrigation System - Refurbish	11/15	23,500	17,233	
Irrigation Controllers - Replace	6/20	64,500	19,360	
Carport Roofing - Replace (A)	14/15	52,000	48,533	
Carport roofing - Replace (B)	12/15	38,000	30,400	
Carport Roofing - Replace (C)	15/15	124,500	124,500	
Carport Roofing - Replace (D)	6/15	7,800	3,120	
Carport Roofing - Replace (E)	3/15	18,800	3,760	
Carport Roofing - Replace (F)	2/15	8,000	1,067	
Street Signs - Replace	6/15	7,050	2,820	
Utility Vehicles - Partial Replace	2/5	8,200	3,280	
<b>Clubhouse &amp; Recreation Buildings</b>				
HVAC Unit - Replace Condenser (A)	15/15	7,950	7,950	
HVAC Unit - Replace Condenser (B)	14/15	7,950	7,420	
HVAC Unit - Replace Condenser (C)	15/15	7,950	7,950	
HVAC Unit - Replace Condenser (D)	12/15	4,650	3,720	
HVAC Unit - Replace Heater (A)	15/25	4,150	2,490	
HVAC Unit - Replace Heater (B)	14/25	2,050	1,148	
HVAC Unit - Replace Heater (C)	25/25	2,300	2,300	
HVAC Unit - Replace Heater (D)	12/25	3,050	1,464	
Interior Lights - Replace	10/10	3,700	3,700	
Recycle Enclosure Arbor - Replace	5/20	12,000	3,000	
Carpeting - Replace	4/10	2,400	960	
Stained Concrete - Repair	4/40	5,250	525	
Tile Floor - Replace (Interior)	8/30	2,650	707	
Tile Flooring - Replace (Exterior)	11/30	3,450	1,265	
Tile Floor - Replace	29/30	20,050	19,382	
Water Heater/Tank Rep (Clubhouse)	15/15	2,550	2,550	
Water Heater/Tank Rep (Rec Bldg)	15/15	2,550	2,550	
<b>Sub Total</b>		<b>1,433,750</b>	<b>1,197,505</b>	<b>1,091,243</b>

See Independent Auditor's Report

The accompanying notes are an integral part of these financial statements.

## OAKNOLL CONDOMINIUM ASSOCIATION

### SUPPLEMENTARY SCHEDULE OF FUTURE MAJOR REPLACEMENTS MARCH 31, 2020

COMPONENT	ESTIMATED EXPIRED LIFE	EXPECTED REPLACEMENT COSTS	IDEAL RESERVES FUNDED	CURRENT RESERVES
<b>Sub Total Carry forward</b>		<b>1,433,750</b>	<b>1,197,505</b>	<b>1,091,243</b>
<b>Clubhouse &amp; Recreation Buildings (Continued)</b>				
Furniture Partial Replace (50%)	10/10	13,150	13,150	
Clubhouse/Rec Building - Remodel	4/10	47,500	19,000	
Gym Equipment - Replace	9/10	8,950	8,055	
Copy Machine - Replace	3/7	7,500	3,214	
Fireplace - Replace	11/20	2,650	1,458	
Interior Surfaces - Repaint	10/10	13,150	13,150	
Tile Roofing - Underlayment	14/30	38,500	17,967	
<b>Pool &amp; Spa Area</b>				
Pool Deck/Coppling - Reseal/Repair	5/5	3,700	3,700	
Pool Furniture - Partial Replace	2/2	3,500	3,500	
Gas BBQs - Replace	10/10	3,300	3,300	
Wood Trellis - Replace	11/20	7,400	4,070	
Solar Hot Water - Repair	8/10	1,000	800	
Pool - Resurface	12/12	16,850	16,850	
Spa - Resurface	6/6	4,800	4,800	
Pool Filters - Replace	12/12	2,650	2,650	
Spa Filter - Replace	12/12	1,200	1,200	
Pool Heater - Replace	3/10	4,100	1,230	
Spa Heater - Replace	8/10	3,250	2,600	
Pool/Spa Pump - Partial Replace	5/5	2,200	2,200	
<b>Residential Buildings</b>				
Walkway Decks - Recoat	2/5	72,500	29,000	
Walkway Decks - Resurface (1)	16/20	86,500	69,200	
Walkway Decks - Resurface (2)	15/20	86,500	64,875	
Walkway Decks - Resurface (3)	14/20	86,500	60,550	
Balcony Decks - Partial Repairs	1/1	15,800	15,800	
Light Fixtures - Replace	25/25	48,000	48,000	
Mailboxes - Replace	18/20	30,500	27,450	
Iron Fence/Rail - Repair/Replace 20%	8/10	18,900	15,120	
Patio Vinyl Fencing - Replace	15/35	130,500	55,929	
Wood Surfaces - Partial Replace	11/15	189,000	138,600	
Staircases - Partial Replace	3/40	115,500	8,663	
Staircases - Partial Repair	3/10	10,500	3,150	
Utility Doors - Partial Replace	12/12	15,750	15,750	
Trash Chute Doors - Part. Replace	30/30	25,200	25,200	
Trash Bins - replace	2/40	40,000	2,000	
Water Heaters - Partial Replace	4/4	27,500	27,500	
Iron Fence/Railing - Repaint	5/5	23,000	23,000	
<b>Sub Total</b>		<b>2,641,250</b>	<b>1,950,186</b>	<b>1,091,243</b>

See Independent Auditor's Report

The accompanying notes are an integral part of these financial statements.

## OAKNOLL CONDOMINIUM ASSOCIATION

### SUPPLEMENTARY SCHEDULE OF FUTURE MAJOR REPLACEMENTS MARCH 31, 2020

COMPONENT	ESTIMATED EXPIRED LIFE	EXPECTED REPLACEMENT COSTS	IDEAL RESERVES FUNDED	CURRENT RESERVES
<b>Sub-Total Carry forward</b>		2,641,250	1,950,186	1,091,243
<b>Residential Buildings (Continued)</b>				
Interior Surfaces - Repaint	11/15	67,000	49,133	
Stucco - Repaint	4/15	226,000	60,267	
Wood Surfaces - Repaint	4/5	180,000	144,000	
Flat Roofs - Replace	14/18	577,000	448,778	
Tile Roofing - Partial Repair	1/1	58,000	58,000	
Elevators - Modernize (2004)	16/30	100,000	53,333	
Elevators - Modernize (2006)	14/30	299,500	139,767	
Elevators - Modernize (2011)	9/30	200,000	60,000	
Elevator Cab Floors - Remodel	11/20	5,350	2,943	
Elevator Cab Panels - Remodel	20/20	82,000	82,000	
Fire Alarm System - Modernize	20/20	63,000	63,000	
<b>Total</b>		<b>\$4,499,100</b>	<b>\$3,141,407</b>	<b>\$1,091,243</b>

See Independent Auditor's Report

The accompanying notes are an integral part of these financial statements.

# Oaknoll Condominium Association, Inc.

Insurance Declaration Pages



**CondoCerts**



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

2/5/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

<b>AGENCY</b> United Agencies, Inc 100 N. First Street, Suite 210 Burbank, CA 91602		<b>PHONE</b> (A/C. No. Ext.) 818-643-2304		<b>COMPANY</b> Lexington Insurance Company 99 High Street Floor 23 Boston, MA 02110	
<b>FAX</b> (A/C. No.) 818-643-2313		<b>E-MAIL ADDRESS:</b> cvllfameal@unitedagencies.com			
<b>CODE:</b>		<b>SUB CODE:</b>			
<b>AGENCY CUSTOMER ID#:</b> OAKNCON-01		<b>LOAN NUMBER</b>		<b>POLICY NUMBER</b> 019761057-00	
<b>INSURED</b> Oaknoll Condominium Association 300 McCloud Ave Thousand Oaks CA 91360		<b>EFFECTIVE DATE</b> 02/01/2025		<b>EXPIRATION DATE</b> 02/01/2026	
				<input type="checkbox"/> <b>CONTINUED UNTIL TERMINATED IF CHECKED</b>	
<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>					

## PROPERTY INFORMATION

**LOCATION/DESCRIPTION**  
Residential Condo HOA, 419 Units- located in Thousand Oaks, CA

**Breakdown of Property Coverage Carriers & limits:**  
 Lexington Insurance Co: Policy #019761057-00 Limit: \$2,500,000 part of \$5,000,000  
 Westchester Surplus Lines Ins Co: Policy #D39209536 001 Limit: \$2,500,000 part of \$5,000,000  
 Arch Specialty Insurance Co: Policy #ESP1055947-00 Limit: \$5,000,000 excess of \$6,000,000  
 See Attached...

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Building limit Building Ordinance or Law: Coverage A Ordinance or Law coverages: B & C (combined) Wind/Hail Cause of Loss: Special Form including theft Valuation: Replacement Cost	\$50,000,000 Included in Bldg Limit 5,000,000	100,000


## REMARKS (including Special Conditions)

Subject to all policy terms, conditions and exclusions. 30 days NOC except 10 for non-payment of premium.  
 RE: Oaknoll Condominium Association: 419 Units, located in Thousand Oaks, CA  
 Verification of Insurance.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

<b>NAME AND ADDRESS</b>  Oaknoll Condominium Assoc. 300 McCloud Ave. Thousand Oaks, CA 91360	<input type="checkbox"/> <b>MORTGAGEE</b>	<input type="checkbox"/> <b>ADDITIONAL INSURED</b>
	<input type="checkbox"/> <b>LOSS PAYEE</b>	
<b>LOAN #</b>		
<b>AUTHORIZED REPRESENTATIVE</b> 		

**DESCRIPTIONS Continued.**

**LOCATION/DESCRIPTION:**

Evanston Insurance Co: Policy #MKLV5XPR002805 Limit: \$5,000,000 part of \$15,000,000 excess of \$10,000,000  
Kinsale Insurance Co: Policy #0100347538-0 Limit: \$5,000,000 part of \$15,000,000 excess of \$10,000,000  
Nautilus Insurance Co: Policy #ZB453N25A000 Limit: \$5,000,000 part of \$15,000,000 excess of \$10,000,000  
Homeland Insurance Co: Policy #795028498 Limit \$25,000,000 excess of \$25,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
United Agencies, Inc  
100 N. First Street, Suite 210  
Burbank CA 91502

CONTACT NAME: Candy Villarreal  
PHONE (A/C No, Ext): 818-643-2304 FAX (A/C No): 818-643-23123  
E-MAIL: cvillarreal@unitedagencies.com  
ADDRESS: cvillarreal@unitedagencies.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Philadelphia Indemnity Insurance Company	18058
INSURER B: Homestate Insurance Company	17221
INSURER C: Admiral Insurance Company	24856
INSURER D:	
INSURER E:	
INSURER F:	

INSURED  
Oaknoll Condominium Association  
300 McCloud Ave  
Thousand Oaks CA 91360

OAKNOLL-01

## COVERAGES

CERTIFICATE NUMBER: 2021562873

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD'L INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>C</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:		CA000056924-01	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/CP AGG \$ 2,000,000 \$
<b>D</b> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		CA000056924-01	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b> <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		PRP-253288001-01-2192814	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Prod/Comp Ops/Agg \$ 10,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b> Director/Fideliy Directors & Officers Lib		PCAC017882-0323 PCAP037845-0323	2/1/2025 2/1/2025	2/1/2026 2/1/2026	Limit/Deductible Aggregate/Retention 2,000,000/10,000 1,000,000/10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Subject to all policy terms, conditions and exclusions. 30 days NOC except 10 for non-payment of premium  
 RE: Oaknoll Condominium Association: 419 Units, located in Thousand Oaks, CA  
 Verification of Insurance.

## CERTIFICATE HOLDER

Oaknoll Condominium Assoc.  
300 McCloud Ave.  
Thousand Oaks CA 91360

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Oaknoll Condominium Association, Inc.

Minutes of Regular Board Meetings



**CondoCerts**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
February 18, 2025**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, February 18, 2025. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to approve the agenda as presented. Ms. Belisle seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

President Davis reported on the board's activities this past month. She also provided background information regarding our 2026 budget and property and liability insurance.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the January 2025 general session minutes. Ms. Davis seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of January 31, 2025.

Operating Funds:	\$ 167,462.10
Reserve Account:	\$ 1,582,524.63
Accounts Receivable:	<u>\$ - 92,196.50</u>
Total Assets:	\$ 1,842,183.23

**MANAGER'S REPORT**

Ms. Belisle provided an update on several maintenance issues. Oaknoll maintenance team processed 142 maintenance requests since last month. During the heavy rains, 16 roof leaks were reported and we in the process of being repaired.

**LEGAL UPDATE**

President Davis reported that there was no news regarding the one remaining lawsuit.

Oaknoll Condominium Association  
Regular Session Board Meeting  
February 18, 2025

## **CONTRACTS/BID REVIEW AND APPROVAL**

### **New Bids**

- MR Roofing – 255 Sequoia #34 - \$9,970.00 (Reserves)  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**
- MR Roofing – 460 Arbor Lane, #203 - \$5,600 (Reserves)  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**
- MR Roofing – 769 Birchpark, #205 - \$1,580.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- MR Roofing – 801 Pinetree – third floor by elevator - \$4,880.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- MR Roofing – Carports 144-145 - \$5,200.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- Creative Lighting – Replacement street light for 351 Chestnut - \$6660.46 (Res.)  
**Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried unanimously.**
- General Construction - 290 Sequoia, #14 – Drywall repair - \$4,895.  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**
- Republic Elevators - Load Testing - \$2,745.  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**

### **Ratifications**

- Old Town Rooter – 324 Chestnut, hydrojet & cleanout - \$2,745.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**

### **NEW/OLD BUSINESS**

The Board voted to lien account #150-024903. **Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried.**

### **NEW RESIDENCY APPLICATIONS**

There was one new owner last month. The current percentage of owner-occupied units remains at 63%.

### **OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:55pm.  
The next Regular Session Meeting is Tuesday, March 18, 2025.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
January 21, 2025**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, January 21, 2025. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to approve the agenda as amended. Ms. McCusker seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

President Davis reported on how the board has been managing the complex since the departure of our general manager.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the November 2024 general session as amended. Ms. Davis seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of October 31, 2024.

Operating Funds:	\$ 138,705.70
Reserve Account:	\$ 1,581,654.62
Accounts Receivable:	<u>\$ - 97,725.55</u>
Total Assets:	\$ 1,818,085.87

Ms. Belisle introduced a proposed 2026 budget. Insurance premiums are increasing significantly due to our loss ratio as well as general market conditions. The proposed budget calls for monthly dues of \$560 per member and a special assessment to be determined. **Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried.**

**MANAGER'S REPORT**

Ms. Belisle provided an update on a variety of activities that have occurred since the last meeting.

Oaknoll Condominium Association  
Regular Session Board Meeting  
January 21, 2025

## **LEGAL UPDATE**

President Davis reported that there was no news regarding the two remaining lawsuits.

## **CONTRACTS/BID REVIEW AND APPROVAL**

### **New Bids**

- MR Roofing – Pinetree Carport - \$7,200
  - One West Construction – Pinetree Carport - \$4,750.00
- Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**

### **Ratifications**

Dunbar Plumbing – 200 Oakleaf – Main sewer line - \$2,375

Dunbar Plumbing – 291 Sequoia – slab leak - \$2,084.44

Moorpark Electric – replace Zinsco panel - \$2,748.72

AAA Pools – Chlorinator replacement - \$1,000.60

Power Machinery – maintenance cart charger - \$1,400.09

BrightView Landscaping – 291 Sequoia - \$1022.11

BrightView Landscaping – irrigation repair - \$848.00

**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**

## **NEW/OLD BUSINESS**

Ms. Belisle advised the board that there are three water heaters that are over 15 years old and need to be replaced. She will obtain bids.

## **NEW RESIDENCY APPLICATIONS**

There were four new residents last month - three renters and one owner. The current percentage of owner-occupied units remains at 63%.

## **ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

## **FACILITY USE REQUESTS**

There were no facility use requests.

## **OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

## **HEARINGS**

Hearings were to be held in the Executive meeting.

## **ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:36pm. The next Regular Session Meeting is Tuesday, February 18, 2025.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
February 20, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, February 20, 2024. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President

**BOARD MEMBERS NOT PRESENT**

Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to add an item to the agenda and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

There was no President's Report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the January 2024 general session as presented. Mr. Laschi seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. Belisle presented the unaudited monthly financial report as of January 31, 2024.

Operating Funds:	\$ 528,758.84
Reserve Account:	\$ 1,563,703.40
Accounts Receivable:	<u>\$ - 78,904.05</u>
Total Assets:	\$ 2,171,366.29

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- Over 150 maintenance items were performed last month.
- Carport construction continues. Footings have been poured. Construction is on schedule.
- Termite heat treatment for the remaining three buildings on Chestnut Hill has been scheduled in March, which the preparatory meeting to be held on March 5.

Oaknoll Condominium Association  
Regular Session Board Meeting  
February 20, 2024

## LEGAL UPDATE

There was no update on the legal items.

## COMMITTEE REPORTS

- Landscape Committee – Ms. Belisle reported that the committee hasn't met for a few weeks as it awaits the completion of several projects including modification of irrigation at 424 Arbor Lane and continued upgrades at 254 Sequoia.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend. The Super Bowl Party was a bust. March social will be on St. Paddy's Day.
- Building Captains – Carol Chipman reports she still has one building without a captain.

## CONTRACTS/BID REVIEW AND APPROVAL

### Ratification

- Brightview Landscaping – 200 Oakleaf, hedge removal - \$1819.51
  - McCulloch Builders – Demo and trash removal, downed eucalyptus tree - \$3,657.00
  - McCulloch Builders – Emergency carport repair - \$3,657.00
  - Precision Environmental – Heat treatments, 324, 348, and 351 Chestnut Hill - \$14,987. Each building
- Ms. Belisle moved to approve all expenses; Mr. Laschi seconded and the motion carried.**

### New Bids

- Robbins Security Systems – CCTV – multi-purpose room - \$1,397.00  
**Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**
- Brightview – Stump grind and new landscaping install 254 Sequoia - \$4,297.06  
**Ms. Belisle moved to approve the bid; Mr. Laschi seconded and the motion carried.**
- Brightview – 424 Arbor Lane irrigation mod/ 254 Sequoia install new plants - \$4,191.54  
**Ms. Belisle moved to approve the bid; Ms. Edwards seconded and the motion carried.**

## NEW/OLD BUSINESS

- No new business.

## NEW RESIDENCY APPLICATIONS

There are three new residents, two owners and one renter. The current percentage of owner-occupied units is 64%.

## ARCHITECTURAL MODIFICATION REQUESTS

None at this time.

## FACILITY USE REQUESTS

There were no facility use requests.

## OPEN FORUM

An open forum was held, where members were given an opportunity to address the Board.

## HEARINGS

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:04pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, March 19, 2024.

Submitted by:

---

Wendy Edwards, Secretary

Date

**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
March 19, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, March 19, 2024. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:34pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager; Kurt Dansby, Athens Services and an associate

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to approve the agenda as presented. Ms. Edwards seconded the motion and the motion carried unanimously.**

**GUEST SPEAKER**

Kurt Dansby spoke to the audience about the bulk pick-up program. Oaknoll had temporarily suspended monthly bulk pick-ups in hopes of finding a better drop-off location. Since the city has not approved the plan to expand the existing trash enclosure, the board agreed to designate an area in the clubhouse parking lot where large, discarded items can be dropped off for pick-up the first Monday of each month. Large items can be dropped at this location during the weekend immediately prior to the pick-up date. Flyers will be distributed to advise the residents of this new plan.

**PRESIDENT'S REPORT**

There was no President's Report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the February 2024 general session as presented. Ms. McCusker seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. Belisle presented the unaudited monthly financial report as of February 29, 2024.

Operating Funds:	\$ 418,432.61
Reserve Account:	\$ 1,574,879.84
Accounts Receivable:	<u>\$ -109,925.95</u>
Total Assets:	\$ 1,883,386.50

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

Oaknoll Condominium Association  
Regular Session Board Meeting  
March 19, 2024

- Carport construction continues with framing starting this week.
- Termite heat treatment for the remaining three buildings on Chestnut Hill begins this week with building 351. The remaining two buildings will be completed in the following weeks.

Terry also addressed several major strategic planning items:

- Termite treating 2-story buildings
- Roof replacement
- EV charging stations
- Tree removal
- Wood repair and repainting buildings

### LEGAL UPDATE

There was no update on the legal items.

### COMMITTEE REPORTS

- Landscape Committee – Ms. Belisle reported that the committee met the previous week and is shifting its focus to the many trees that have been identified that are in danger of falling.
- Activities – Following the death of Tony Laschi, Carol Chipman reported that she will continue to offer monthly bingo sessions and invites others to join her.
- Building Captains – Carol Chipman reports she still has one building without a captain.

### CONTRACTS/BID REVIEW AND APPROVAL

#### Ratification

- One West Construction – 255 Sequoia, #16 – Emergency Drywall - \$3,140
  - One West Construction – 751 Birchpark #105 – Emergency Drywall - \$3,150
  - McCulloch Builders – Emergency carport repair - \$3,454.50
  - McCulloch Builders – Emergency roof repair 224 Oakleaf, #207 - \$6,382
- Ms. Belisle moved to approve the first two expenses: Ms. McCusker seconded and the motion carried.**
- Ms. Belisle moved to approve the second two expenses: Ms. Edwards seconded and the motion carried.**

#### New Bids

- Precision Environmental – Heat Treatment for 324 Chestnut Hill Ct - \$14,987.
  - Precision Environmental – Heat Treatment for 351 Chestnut Hill Ct - \$14,987.
  - Precision Environmental – Heat Treatment for 348 Chestnut Hill Ct - \$14,987.
- Ms. Belisle moved to approve all three bids; Ms. Edwards seconded and the motion carried.**

### NEW/OLD BUSINESS

- No new business.

### NEW RESIDENCY APPLICATIONS

There are four new residents, two owners and two renters. The current percentage of owner-occupied units fell to 63%.

### ARCHITECTURAL MODIFICATION REQUESTS

None at this time.



**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
April 23, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, April 23, 2024. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:35pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to approve the agenda as presented. Ms. McCusker seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

There was no President's Report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the March 2024 general session as presented. Ms. Belisle seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of March 31, 2024.

Operating Funds:	\$ 343,137.58
Reserve Account:	\$ 1,617,644.78
Accounts Receivable:	<u>\$ - 41,451.05</u>
Total Assets:	\$ 2,002,233.41

Ms. McCusker also reported that a CD will be reissued at an increased rate of 4.65%.

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- Pool resurfacing is back on schedule. Should reopen on May 8
- Carport A is ready for paint and will be completed in a few weeks

**LEGAL UPDATE**

There was no update on the legal items.

**COMMITTEE REPORTS**

There were no committee reports this month.

Oaknoll Condominium Association  
Regular Session Board Meeting  
April 23, 2024

**CONTRACTS/BID REVIEW AND APPROVAL**

**New Bids**

- BrightView Landscaping – Additional landscape items - \$3,474.17  
**Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried.**
- BrightView Landscaping – Sod replacement at 324 Chestnut Hill - \$6,410.00  
The board had been provided two estimates – one for Bermuda Grass and a more expensive bid for St. Augustine grass. The Bermuda Grass bid was selected.  
**Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried.**
- McCulloch Builders – Roof repair, carports 40-45 - \$6,532.00  
This is a reserve expense. **Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**

**NEW/OLD BUSINESS**

- Options for earthquake insurance renewal were presented. **Ms. Belisle moved to approve a 17.5% deductible at a cost of \$149,182 annually. Ms. Edwards seconded and the motion carried.**

**NEW RESIDENCY APPLICATIONS**

There are four new residents, two owners and two renters. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 6:57pm to be followed by a candidate townhall.

The next Regular Session Meeting is Tuesday, May 21, 2024.

Submitted by:

---

Wendy Edwards, Secretary \_\_\_\_\_ Date  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
May 21, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, May 21, 2024. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:31pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to approve the agenda as presented. Ms. McCusker seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Belisle referenced a Facebook page that had been created by two residents. She provided the social media guidelines as cited in the Davis Stirling Act and requested that the site's administrator follow those guidelines.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the April 2024 general session as presented. Ms. Belisle seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of April 30, 2024.

Operating Funds:	\$ 300,477.87
Reserve Account:	\$ 1,422,545.64
Accounts Receivable:	<u>\$ - 5,216.01</u>
Total Assets:	\$ 1,827,326.06

Ms. Belisle presented the balance sheet for fiscal year end 2024 which indicated a budget surplus and advised that this surplus will be rolled over to the reserve account.

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- Pool resurfacing is complete, but the pool cannot be heated until June 3.
- New pool umbrellas and two new lounge chairs have been purchased.
- Carport A is complete, except for the roof. Paving is being done this week.
- Someone is removing the lightbulbs from the fixtures in the 3-story buildings. This presents a safety hazard. Residents are asked to be on the lookout for the culprit.

Oaknoll Condominium Association  
Regular Session Board Meeting  
May 21, 2024

## LEGAL UPDATE

There was no update on the legal items.

## COMMITTEE REPORTS

- Bingo is scheduled for the following Saturday.
- Buildings Captains – one moved out; one new one identified
- Landscaping Committee will meet the first week in June following completion of several open projects.

## CONTRACTS/BID REVIEW AND APPROVAL

### New Bids

- BrightView Landscaping – Tree removal - \$16,512.00  
This bid was for the removal of the first 10 of over 100 trees that have been identified as needing to be removed.  
**Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**
- Home Depot – Two new grills for barbecue area - \$2,000  
This is a reserve expense. **Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**
- USPS – replacement mailboxes for St. Charles - \$1,012  
**Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried.**

## NEW/OLD BUSINESS

- The board voted to lien account #150-03700-3
- The board reviewed a request from Athens Services to eliminate one of the weekly recycling pickups. They declined, stating that two weekly pickups are necessary.

## NEW RESIDENCY APPLICATIONS

There are three new residents, all owners. The current percentage of owner-occupied units remains at 63%.

## ARCHITECTURAL MODIFICATION REQUESTS

None at this time.

## FACILITY USE REQUESTS

There were no facility use requests.

## OPEN FORUM

An open forum was held, where members were given an opportunity to address the Board.

## HEARINGS

Hearings were to be held in the Executive meeting.

## ADJOURNMENT

There being no further business, the Open Session meeting was adjourned at 7:18pm.  
The next Regular Session Meeting is Tuesday, June 18, 2024.

Submitted by:

---

Wendy Edwards, Secretary

Date

**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
June 18, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, June 18, 2024. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:31pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer; Wendy Edwards, Member-at-large

**NOT PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to approve the agenda as presented. Ms. Belisle seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Davis addressed the membership and provided information regarding membership rights and responsibilities. She requested that residents refrain from calling maintenance personnel on their personal cell phones off hours and instead use the emergency number for issues such as roof leaks or plumbing problems. All other issues should be reported by initiating a work order online or emailing or calling the office.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the minutes of the May 2024 general session as presented. Ms. McCusker seconded and the motion carried unanimously.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of May 31, 2024.

Operating Funds:	\$ 223,889.58
Reserve Account:	\$ 1,422,859.13
Accounts Receivable:	<u>\$ -108,544.95</u>
Total Assets:	\$ 1,538,203.76

**Ms. McCusker called for a vote to lien account #016703. Ms. Davis seconded and the motion carried.**

**MANAGER'S REPORT**

Mr. Shorten was unable to attend the meeting but provided updates on several ongoing items in the community:

Oaknoll Condominium Association  
Regular Session Board Meeting  
June 18, 2024

- Carport B – residents are asked to return to their carport starting tonight. Roofing still needs to be completed.
- Spa blower will be installed Friday.
- Multiple plumbing issues were handled this month and maintenance is hydro-jetting mainlines.
- Secondary termite treatment is planned for the following week.
- All residents are reminded to register their vehicles at the office.

#### **LEGAL UPDATE**

There was no update on the legal items.

#### **COMMITTEE REPORTS**

- Bingo is being rescheduled due to a competing event. Will be held on the 29<sup>th</sup>.
- Buildings Captains – No report was provided
- Landscaping Committee will meet the last week in June following completion of several open projects.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- BrightView Landscaping – Mulch - \$2,514.54  
**Ms. Davis moved to approve; Ms. Edwards seconded and the motion carried unanimously.**
- National Deck – Resurface balcony 786 Birchpark, #201 - \$2,000  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**

##### **Ratifications**

- Dunbar Plumbing – 255 Sequoia #15 - \$2,850  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**
- BrightView Landscaping – Cobble for Arbor Lane - \$2,757.69  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**

#### **NEW/OLD BUSINESS**

- Ms. Davis reminded attendees of the 4<sup>th</sup> of July barbecue, held from noon to 2pm on the fourth. Sign-up sheet will be available in the office. Also, please advise the office if you are expecting visitors to view the fireworks. A list of approved guests will be provided to security.

#### **NEW RESIDENCY APPLICATIONS**

There were no new residents last month. The current percentage of owner-occupied units remains at 63%.

#### **ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

#### **FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:00pm.  
The next Regular Session Meeting is Tuesday, July 23, 2024.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
July 23, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, June 23, 2024. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Wendy Edwards, Member-at-large

**OTHERS PRESENT**

Terry Shorten, Director of Operations

**NOT PRESENT**

Kathy McCusker, Treasurer

**APPROVAL OF AGENDA**

**Ms. Davis added an item to the agenda and made a motion to approve the agenda as amended. Ms. Belisle seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Davis addressed the membership regarding the recent audited financial statements and other issues. She proposed the idea of a monthly breakfast social where residents could gather over coffee and donuts.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the minutes of the June 2024 general session as presented. Ms. Edwards seconded and the motion carried unanimously.**

**TREASURER'S REPORT**

Mr. Fasulo presented the monthly balance sheet as of June 30, 2024.

Operating Funds:	\$ 496,300.73
Reserve Account:	\$ 1,458,478.43
Accounts Receivable:	<u>\$ - 13,340.95</u>
Total Assets:	\$ 1,941,438.21

Oaknoll Condominium Association  
Regular Session Board Meeting  
July 23, 2024

## MANAGER'S REPORT

Mr. Shorten provided updates on several ongoing items in the community:

- Carport B – Roof has been approved by city and will be installed next week.
- Carport C - Same.
- Maintenance responded to 130 service requests since last meeting
- Sidewalk grinding has been completed.
- Game room will get a facelift:
  - Carpet seam cleaned
  - Walls painted
  - New pool cur rack
  - Possibly new pool table cover
- Lights in the pool will be replaced

## LEGAL UPDATE

President Davis provided an update on the four on-going lawsuits.

## COMMITTEE REPORTS

There were no committee reports at this time.

## CONTRACTS/BID REVIEW AND APPROVAL

### New Bids

- BrightView Landscaping – 427 Arbor Lane - \$9,419.23  
**Ms. Belisle reported that the onsite crew can perform the demo portion of this project and proposed a not-to exceed budget of \$7000 be approved. Ms. Davis moved to approve; Ms. Edwards seconded and the motion carried unanimously.**
- Warren Company – Pool lights - \$2,250  
**Mr. Fasulo moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- Dunbar Plumbing – Water pressure regulator, 788 Pinetree - \$1779.75  
**Ms. Davis moved to approve; Ms. Edwards seconded and the motion carried unanimously.**

## NEW/OLD BUSINESS

There was no new or old business to discuss.

## NEW RESIDENCY APPLICATIONS

There were four new residents last month – three owners and one renter. The current percentage of owner-occupied units remains at 63%.

## ARCHITECTURAL MODIFICATION REQUESTS

None at this time.

## FACILITY USE REQUESTS

There were no facility use requests.

**OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 8:05pm. The next Regular Session Meeting is Tuesday, August 20, 2024.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Condominium Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
August 20, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, August 20, 2024. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:31pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer; Wendy Edwards, Member-at-large

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to add an item to the agenda and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Davis spoke to the members about a recurring maintenance problem with people flushing wipes and other inappropriate items down the toilet. She also announced that Carol Chipman was stepping away from editing the OAKNOWLEDGE newsletter and asked if anyone would like to take on that responsibility. Also, the building captain program is being discontinued. She encouraged residents to look out for their neighbors in emergency situations rather than relying on one person in the building to communicate to all residents.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the minutes of the July 2024 general session as presented. Ms. Edwards seconded and the motion carried, with Ms. McCusker abstaining as she was not present at that meeting.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of July 31, 2024.

Operating Funds:	\$ 228,980.06
Reserve Account:	\$ 1,491,904.09
Accounts Receivable:	<u>\$ - 87,355.55</u>
Total Assets:	\$ 1,808,239.70

Oaknoll Condominium Association  
Regular Session Board Meeting  
August 20, 2024

## MANAGER'S REPORT

Mr. Shorten provided updates on several ongoing items in the community:

- Carport B – roofing will occur in August
- Carport A – horizontal slats will be installed to close in the backs of the carports
- Balcony repairs are ongoing.
- Major plumbing repairs were caused by residents flushing wipes and other objects down the toilets.
- Water test on 1023 St. Charles is schedule for next week.

## LEGAL UPDATE

There was no update on the legal items.

## CONTRACTS/BID REVIEW AND APPROVAL

### New Bids

- BrightView Landscaping – DG Along Tuolumne - \$39,600.58
- BrightView Landscaping – DG Along McCloud - \$51,434.61  
These bids prompted discussion about the trip and fall lawsuit, caused by trees on city property. It was agreed that Oaknoll would put the City on notice that we do not maintain the parkway property including the trees and will not be held responsible for them. No action was taken on these bids.
- BrightView Landscaping – Planter at 224 Oakleaf - \$2,675.20  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**

### Ratifications

- Dunbar Plumbing – 460 Arbor Lane, Pressure regulator - \$1,565.25  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**
- Herbert & Sons electric – 291 Sequoia - Meter repair - \$2,660  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- Insight Environmental - 324 Chestnut, #16 – asbestos testing - \$600  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**
- Burns Environmental - 324 Chestnut, #16 – asbestos abatement - \$3,850  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**
- ServPro - 324 Chestnut, #16 – Water damage - \$2,138.19  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**

## NEW/OLD BUSINESS

There was no new business at this time.

## NEW RESIDENCY APPLICATIONS

Oaknoll Condominium Association  
Regular Session Board Meeting  
August 20, 2024

There were four new residents last month; two owners, two renters. The current percentage of owner-occupied units remains at 63%.

#### **ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

#### **FACILITY USE REQUESTS**

There were no facility use requests.

#### **OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

#### **HEARINGS**

Hearings were to be held in the Executive meeting.

#### **ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:20pm. The next Regular Session Meeting is Tuesday, September 17, 2024.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
September 17, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, September 17, 2024. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to approve the agenda as amended. Ms. Belisle seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Davis announced the resignation of Wendy Edwards. She advised attendees that future board meetings will be held in person only; there will be no online option due to ongoing technical difficulties. She also implored residents to respond to fire alarms and not just ignore them, referencing a recent event at 291 Sequoia where an alarm sounded and residents simply ignored it.

**SECRETARY'S REPORT**

Ms. Davis identified a necessary correction in the minutes as presented. **Ms. Belisle moved to approve the August 2024 general session as amended. Ms. McCusker seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of August 31, 2024.

Operating Funds:	\$ 304,987.05
Reserve Account:	\$ 1,513,306.10
Accounts Receivable:	<u>\$ - 73,418.05</u>
Total Assets:	\$ 1,891,711.20

Oaknoll Condominium Association  
Regular Session Board Meeting  
September 17, 2024

## MANAGER'S REPORT

Mr. Shorten provided updates on several ongoing items in the community:

- Carport B – roofing still on hold waiting for TO City Planning approval
- Carport A – a plan to close in the areas between the storage bins has been approved and will be implemented this coming week
- Balcony repairs are ongoing.
- Spa heater was recently replaced.
- Maintenance will conduct roof inspections in advance of the rainy season
- A new computer was ordered for the office to replace one that was failing
- Several issues have occurred at 290 Sequoia which prompted the installation of cameras throughout the building

## LEGAL UPDATE

President Davis announced that one of the four lawsuits had been settled.

## CONTRACTS/BID REVIEW AND APPROVAL

### New Bids

- DGM Home Solutions – 254 Sequoia, #24 Balcony repair - \$4,588.50  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**

### Ratifications

- Perfect Connections – Fire alarm bells replaced at 291 Sequoia - \$3,185.32  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**
- Perfect Connections – Fire alarms replaced at all 30story buildings - \$10,155.70  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**
- DGM Home Solutions – 224 Oakleaf - roof repair - \$6,072.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- National Deck & Stair – 224 Oakleaf, #205 - Balcony repair - \$2,554.00  
**Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried unanimously.**

## NEW/OLD BUSINESS

The board acknowledged receipt of notice from The Cleaning Lady Janitorial Service of a \$60 per month increase.

## NEW RESIDENCY APPLICATIONS

There were three new residents last month - all owners. The current percentage of owner-occupied units remains at 63%.

## ARCHITECTURAL MODIFICATION REQUESTS

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:03pm. The next Regular Session Meeting is Tuesday, October 15, 2024.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
October 15, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, October 15, 2024. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to approve the agenda as presented. Ms. McCusker seconded the motion and the motion carried unanimously.**

**PRESIDENT'S UPDATE**

Ms. Davis provided several updates to the board.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the September 2024 general session. Ms. Davis seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of September 30, 2024.

Operating Funds:	\$ 303,295.22
Reserve Account:	\$ 1,529,591.66
Accounts Receivable:	<u>\$ - 87,329.05</u>
Total Assets:	\$ 1,920,215.93

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- Carport C – roofing to be complete this week
- Carport B – roofing still in city's hands
- 131 work orders completed last month
- Cost to heat the pool through the winter months is approx. \$500/month
- We are soliciting bids for a new pool service

Oaknoll Condominium Association  
Regular Session Board Meeting  
October 15, 2024

- Roofs and gutters have been cleaned
- Athens Services has requested to change the date for the compost pick-up from Monday to Wednesday.

### **LEGAL UPDATE**

President Davis announced that there has been no change to the remaining three lawsuits. She also reported that we have obtained a Workplace Violence Restraining Order against a resident.

### **CONTRACTS/BID REVIEW AND APPROVAL**

#### **New Bids**

- DGM Home Solutions – 324 Chestnut Hill, Roof repair - \$8,314.50  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.** This will be paid from reserves.
- Savel Architects – 1023 St. Charles, Water test report - \$5,825.00  
**Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried unanimously.**

#### **Ratifications**

- Burns Environmental – 351 Chestnut Hill #24, Asbestos Abatement - \$3850.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- Burns Environmental – 351 Chestnut Hill #34, Asbestos Abatement - \$3350.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- Dolphin Pools – New pool filter - \$2,332.39  
**Ms. Davis moved to approve; Ms. McCusker seconded and the motion carried unanimously.**
- Dolphin Pools – New pool heater - \$6,395.00  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**
- BrightView Landscaping – Broken main line & Valve - \$2,547.39  
**Ms. Davis moved to approve; Ms. Belisle seconded and the motion carried unanimously.**

### **NEW/OLD BUSINESS**

- The board acknowledged receipt of notice from Cornwall Security that their prices will increase as of January 2025.
- Ms. Belisle provided an overview of a proposed plan to revitalize the dog park.
- The Board agreed to discontinue heating the pool through the winter months, specifically November through February.

### **NEW RESIDENCY APPLICATIONS**

There was one new resident last month – an owner. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:07pm. The next Regular Session Meeting is Tuesday, November 19, 2024.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
November 19, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, November 19, 2024. Ms. Davis, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Mary Davis, President; Joe Fasulo, Vice President; Phyllis Belisle, Secretary; Kathy McCusker, Treasurer

**NOT PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Davis made a motion to approve the agenda as amended. Ms. Belisle seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Davis reported that we have received a notice of non-renewal from our insurance carrier, Philadelphia Insurance. Our agent will begin to look for alternatives.

**SECRETARY'S REPORT**

**Ms. Belisle moved to approve the October 2024 general session as amended. Ms. Davis seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the monthly balance sheet as of October 31, 2024.

Operating Funds:	\$ 102,540.39
Reserve Account:	\$ 1,556,095.54
Accounts Receivable:	<u>\$ - 80,305.15</u>
Total Assets:	\$ 1,739,095.54

**MANAGER'S REPORT**

In Mr. Shorten's absence, Ms. Belisle provided an update on various landscaping activities as well as the EV charging stations.

Oaknoll Condominium Association  
Regular Session Board Meeting  
November 19, 2024

**LEGAL UPDATE**

President Davis reported that there was no news regarding the two remaining lawsuits.

**CONTRACTS/BID REVIEW AND APPROVAL****New Bids**

- DGM Home Solutions – 424 Arbor Lane - \$4,380.00  
**Ms. Belisle moved to approve; Ms. Davis seconded and the motion carried unanimously.**
- General Constructions Clean Up, Inc.- 324 Chestnut Hill, #16 - \$3,455.00  
**Ms. Davis moved to approve: Ms. McCusker seconded and the motion carried.**

**Ratifications**

- Grayson termite & Pest Control – 769 Birchpark Circle, #103 - \$1,945  
**Ms. Davis moved to approve: Ms. Belisle seconded and the motion carried unanimously.**

**NEW/OLD BUSINESS**

Ms. Davis reminded attendees of the annual Holiday Party to be held in the clubhouse on December 7 from 12-2pm. Sign-up in the clubhouse.

**NEW RESIDENCY APPLICATIONS**

There were four new residents last month - three owners and one renter. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

An open forum was held, where members were given an opportunity to address the Board.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:18pm. The next Regular Session Meeting is Tuesday, January 21, 2025.

Submitted by:

---

Phyllis Belisle, Secretary  
**Oaknoll Homeowners Association**

Oaknoll Condominium Association  
Regular Session Board Meeting  
November 19, 2024

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
January 16, 2024**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, January 16, 2024. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:31pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to add an item to the agenda and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

There was no President's Report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the November 2023 general session as presented. Mr. Laschi seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of October 31, 2023.

Operating Funds:	\$ 553,287.86
Reserve Account:	\$ 1,622,719.29
Accounts Receivable:	<u>\$ - 69,598.01</u>
Total Assets:	\$ 2,245,931.20

Ms. Belisle presented the proposed budget for fiscal year 2024-2025. This budget calls for an increase in monthly dues to \$490, plus a one-time special assessment of \$300 in order to pay the 40% increase in our umbrella insurance policy. **Ms. Belisle moved we approve the budget and special assessment: Ms. Edward seconded and the motion carried.**

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- Construction has begun on the carport area at the end of Arbor Lane. The builder proposes a 4-month completion timeline. Residents whose cars are displaced may park on the street.

Oaknoll Condominium Association  
Regular Session Board Meeting  
January 16, 2024

- Termite heat treatment is scheduled for 327 Chestnut Hill on January 23, 291 Sequoia on January 24<sup>th</sup> and 286 Oakleaf on January 25<sup>th</sup>.
- He has presented three competitive bids to replaster the pool. They will be voted on tonight. This process should close the pool for about four weeks.
- A large eucalyptus tree just fell across a carport at the end of Pinetree damaging the roof. He will contact an arborist to assess the eucalyptus trees in the community due to three recent events where trees have completely fallen.

#### **LEGAL UPDATE**

Ms. Belisle provided an update on the following items:

- Civil Rights complaint has been closed.
- Dog bite lawsuit is still active. No news at this time.
- Cross complaint with City of Thousand Oaks regarding trip and fall – landscaping expert has examined the suspect tree and shrub. Has determined that the Oaknoll shrub has approximately a 1-5% chance of having caused the accident.
- Complete the interrogatory phase of the Herrod vs. Oaknoll case (worker collecting electronic waste claims to have fallen through a stairway landing at 427 Arbor Lane.)

#### **COMMITTEE REPORTS**

- Landscape Committee – Hedge removal on Arbor Lane and select areas of Oakleaf was completed. New plantings are in; cobble in place in most areas. Remainder will be completed next week. Phase II of ivy removal on Sequoia and Chestnut Hill has identified additional areas where ivy has become invasive and must be removed or cut back.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend. January social is on the 19<sup>th</sup>.
- Building Captains – Carol Chipman reports she still has buildings without captains.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **Ratification**

- Brightview Landscaping – emergency tree removal - \$2,420
  - Brightview Landscaping – Mulch for ivy removal areas - \$7,601.18
  - Bernardo Gonzales – Tree damage to car - \$2,000
- Ms. Belisle moved to approve all three expenses: Ms. Edwards seconded and the motion carried.**

##### **New Bids**

- McCulloch Builders – 324 Chestnut Hill Roof Repair - \$7,808.50
- Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**
- **Bids to replaster the pool**
  - MD&D Pools - \$32,725
  - Aqua Creations - \$39,985
  - The Warren Company - \$35,460
- **Ms. Belisle moved to approve the bid from the Warren Company; Mr. Laschi seconded and the motion carried.**

#### **NEW/OLD BUSINESS**

- Athens Bulk Pickup – Board discussed options to meet the City requirement to provide monthly bulk item pickup. No decision was reached.
- The board reviewed the notice of conditional renewal from Philadelphia Insurance

- The board considered the request for reimbursement for hotel expenses totaling \$330.29 from a resident. Request denied.
- February will be a virtual meeting. There will be board presence in the clubhouse as well as online.

**NEW RESIDENCY APPLICATIONS**

There are four new residents, two owners and two renters. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

- Residents asked questions and advised of an ongoing issue with their internet.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:20pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, February 20, 2024.

Submitted by:

---

Wendy Edwards, Secretary  
**Oaknoll Homeowners Association**

Date

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
November 28, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, November 28, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to add an item to the agenda and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

There was no President's Report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the October 2023 general session as presented. Mr. Laschl seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of October 31, 2023.

Operating Funds:	\$ 540,105.77
Reserve Account:	\$ 1,568,599.06
Accounts Receivable:	<u>\$ - 60,547.93</u>
Total Assets:	\$ 2,187,252.76

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- He has solicited bids to replaster the pool and spa. Will be done in January/February timeframe.
- He has received bids to rebuild and repair the carports damaged in the fire on Arbor Lane. They have been added to this agenda for decision. Much planning and communication will be needed to manage all the cars during the construction period.
- Heat treatment for three 3-story buildings is being scheduled for January.
- The elevator at 324 Chestnut Hill has been having a series of mysterious issues. Republic Elevator has been called out 9 times in the past month.

Oaknoll Condominium Association  
Regular Session Board Meeting  
November 28, 2023

- Following Smartaira's work on the internet and DirecTV issues, there are still problems occurring throughout the community. Residents are advised to reboot their modems and their devices to try to correct problems.

#### **LEGAL UPDATE**

Ms. Belisle provided an update on the following items:

- Civil Rights mediation was unsuccessful. Case has been returned to investigators.
- Dog bite lawsuit is still active. No news at this time.
- City of Thousand Oaks is considering countersuing Oaknoll for a resident's trip and fall accident on city sidewalk adjacent to the community.
- Worker picking up discarded electronics as part of an advertised program, claims to have fallen through a stair landing at 427 Arbor Lane. Is suing us for \$3.5 million.

#### **COMMITTEE REPORTS**

- Landscape Committee – Conducted 'walk-about' meeting last week on Arbor Lane and Birchpark. Approved removal of older, over-grown hedges that require frequent trimming to keep them off the sidewalks. Suggested trimming of lipstick salvias around the bench area between 427 and 463 Arbor Lane. Also, suggested trimming of plantings along Tuolumne with efforts to leave mulch in place.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend. No social in December. Holiday Party is December 16, 2-4. Sign up in Clubhouse.
- Building Captains – Carol Chipman reports she still has buildings without captains.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- BrightView Landscaping – Annual contract renewal. - \$17,274  
Multiple competitive bids were presented. Only BrightView offered a seasonal alternative with two men/5 days a week during the winter; three men/5 days a week the remainder of the year. **Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**
- BrightView Landscaping – Hedge removal on Arbor Lane - \$24,503.17  
As Manager Shorten reported, older, overgrown hedges will be removed and replaced by smaller plantings or cobble. **Ms. Belisle moved to approve; Ms. McCusker seconded and the motion carried.**
- BrightView Landscaping – Ivy removal throughout - \$11,744.48  
**Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**
- National Deck and Stair – Balcony repair at 255 Sequoia #31 - \$2,420  
**Ms. Belisle moved to approve; Mr. Laschi seconded and the motion carried.**
- H&H Construction – Carport rebuild and repair, including three carports and all asphalt - \$503,207.00 **Ms. Belisle moved to approve; Mr. Laschi seconded and the motion carried.**

##### **Ratifications**

- McCulloch Builders – Roof repair for 291 Sequoia #22 - \$7,406
- BrightView Landscaping – Emergency tree removal - \$3,480
- Ventura Pest – Inspection for wood damage - \$3,990  
**Ms. Belisle moved to approve all three invoices; Ms. Edwards seconded and the motion carried.**

**NEW/OLD BUSINESS**

- Bylaws election update. The election failed. **Ms. Belisle moved to approve minutes from both election dates – October 14 and November 11. Ms. Edwards Seconded and the motion carried.**
- Heat treatment vs. fumigation for the remaining buildings was discussed. Consensus was to move forward with heat treatment for all. Starting with 327 Chestnut Hill, 286 Oakleaf and 291 Chestnut Hill in January.
- Virtual meetings are now allowed under California State Law. Will try it out in February of 2024.
- Bulky item pickup will be discontinued. The City has failed to approve our proposed design to expand the existing trash area to accommodate large items. As such, items continue to be left at the curb. This makes it difficult to access the trash bins as well as creating an unpleasant, trashy appearance to the community.
- Plans to install three EV charging stations in the clubhouse parking lot are still in the works. Awaiting a second bid before moving forward.

**NEW RESIDENCY APPLICATIONS**

There are four new residents, all owners. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

- Residents asked a few questions.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:40pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, January 16, 2024.

Submitted by:

---

Wendy Edwards, Secretary  
Oaknoll Homeowners Association

Date

Oaknoll Condominium Association  
Regular Session Board Meeting  
November 28, 2023

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
October 17, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, October 17, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager; Dana Stangel, Taranga Ranch

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to approve the agenda as presented. Ms. Edwards seconded the motion and the motion carried unanimously.**

**GUEST SPEAKER**

Dana Stangel presented a slide show and presentation about coyotes and how to safely live with them.

**PRESIDENT'S REPORT**

President Belisle reported that the election to amend the bylaws had been attempted on Saturday, October 14. There was not a quorum present in the number of votes submitted. As such, the election has been extended to November 11 at 3:00.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the September 2023 general session as presented. Mr. Laschi seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of September 30, 2023.

Operating Funds:	\$ 503,061.14
Reserve Account:	\$ 1,568,691.22
Accounts Receivable:	<u>\$ - 67,134.05</u>
Total Assets:	\$ 2,138,886.45

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- All carports have been painted by our maintenance personnel, saving the community thousands of dollars.

Oaknoll Condominium Association  
Regular Session Board Meeting  
October 17, 2023

- Uneven concrete is being ground down. We recently approved the purchase of a grinder allowing our maintenance personnel to do this vs. an \$80,000 bid from outside contractor.
- Replacement carport design has been approved it is out to bid with four general contractors.
- Wood trim has been inspected on the six buildings that have been treated for termites. He will review the list to determine what can be repaired internally and what needs to be contracted out.
- He has obtained a second bid for termite heat treatment. The board will review it tonight.
- The plans to expand the trash enclosure to accommodate bulk items have been challenged by the city for a number of reasons, delaying this project.
- Re-paving of St. Charles Place will be done November 7-9 and paid by the city.

#### **LEGAL UPDATE**

Ms. Belisle provided an update on the following items:

- Civil Rights mediation was unsuccessful.
- Mediation for 1023 St. Charles Place was unsuccessful.
- Angela Bevilacqua, wife of former board member Ron Crull, has re-opened her lawsuit for a dog bite.

#### **COMMITTEE REPORTS**

- Landscape Committee – Bettyanne Sessing reported for the committee. She spoke about the committee's plans to protect our trees and soil by using mulch and retaining organic materials like leaves where possible. She also provided a humane rat trap she had purchased from Amazon.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend. This month's social will be on October 27. Food will be provided by Smartaira and there will be a costume contest
- Building Captains – Carol Chipman reports she still has buildings without captains.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- New Systems Exterminating - \$17,345
- Precision Environmental - \$14,987 – termite heat treatment  
**Ms. Belisle moved to approve the bid from Precision Environmental to be used at 327 Chestnut Hill Court: Ms. Edwards seconded and the motion carried.**
- BrightView Landscaping – 424 and 427 Arbor Lane - \$2,462.13 and \$2,353.01  
These bids were presented together as plants are being moved from 427 to 424. **Ms. Belisle moved to approve; Mr. Laschi seconded and the motion carried.**

##### **Ratifications**

- One West Construction – Replacement carport storage box - \$3,400  
**Ms. Belisle moved to approve the bid as it will be reimbursed by resident's insurance: Ms. Edwards seconded and the motion carried.**

**NEW/OLD BUSINESS**

- Date for Holiday Party was selected – December 16.

**NEW RESIDENCY APPLICATIONS**

There are five new residents, two renters and three owners. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

- Residents asked a few questions.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:50pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, November 28, 2023.

Submitted by:

---

Wendy Edwards, Secretary	Date
<b>Oaknoll Homeowners Association</b>	

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
September 19, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, September 19, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager; Jeremy Foster, Precision Environmental

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to approve the agenda as presented. Mr. Laschi seconded the motion and the motion carried unanimously.**

**GUEST SPEAKER**

Jeremy Foster from Precision Environmental spoke to the audience regarding the process of heat treatment to eradicate termites.

**PRESIDENT'S REPORT**

President Belisle spoke about the bylaw amendment election and provided an explanation regarding the effort to remove cumulative voting.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the August 22, 2023 general session as presented. Mr. Laschi seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of August 31, 2023.

Operating Funds:	\$ 482,491.64
Reserve Account:	\$ 1,536,785.44
Accounts Receivable:	<u>\$ - 55,697.55</u>
Total Assets:	\$ 2,074,974.63

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- Carport update: The design was approved by the city. He will begin to obtain contractor bids for construction.
- Maintenance continues to paint and repair/replace wood for carports. They are also repainting rusted stair railings.

Oaknoll Condominium Association  
Regular Session Board Meeting  
September 19, 2023

- Mr. Shorten announced that the City of Thousand Oaks had agreed to cover the entire cost of repaving St. Charles Place saving the Association approximately \$30,000.
- Ventura Pest is conducting a review of wood trim on the three-story buildings, starting with those that have been fumigated. This is in response to complaints that wood trim is badly damaged.
- Mr. Shorten has obtained four competitive landscaping bids that the Board will review at tonight's meeting.

#### **LEGAL UPDATE**

Ms. Belisle provided an update on the following items:

- Civil Rights complaint is still pending.
- Mediation for 1023 St. Charles Place has been scheduled for October 13.

#### **COMMITTEE REPORTS**

- Landscape Committee – Ms. Belisle reported on behalf of the committee. They are eager to review the landscape bids.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend. Also reported that monthly social was sparsely attended.
- Building Captains – Carol Chipman reports she just found a new building captain but still has buildings without captains.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- Brucar Locksmith – combination lock for laundry room at 351 Chestnut – \$1497.99  
Following discussion, this topic was tabled.
- AWS – All Valley Washers – Annual contract renewal  
**Ms. Belisle moved to approve the proposal: Ms. Edwards seconded and the motion carried.**
- Precision Environmental – Heat treatment - \$14,987  
**Following discussion, the topic was tabled.**
- BrightView Landscaping – annual contract renewal – several options  
Options were presented for a two-man crew four days a week and five days a week.  
**Decision is tabled pending additional discussion.**
- Enhanced Landscape Management – \$12,124 – for two-man crew, five days a week
- Stay Green - \$21,500 for a three-man crew, five days a week
- AVS - \$28,800 – three-man crew, five days a week  
Following discussion of the four landscape bids, the board requested more information and references for each. The topic will be discussed again at October's meeting

##### **Ratifications**

- Home Depot – Grinder - \$2,165.81  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**
- Ventura Pest – wood trim review - \$200 per building  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**

**NEW/OLD BUSINESS**

- There was no new or old business to discuss.

**NEW RESIDENCY APPLICATIONS**

There are five new residents, three renters and two owners. The current percentage of owner-occupied units remains at 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

- There was one question about the election.

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:53pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, October 17, 2023.

Submitted by:

---

Wendy Edwards, Secretary  
**Oaknoll Homeowners Association**

Date

Oaknoll Condominium Association  
Regular Session Board Meeting  
September 19, 2023

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
August 22, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, August 22, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

Ms. Belisle made a motion to add **Committee Reports** to the agenda and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.

**PRESIDENT'S REPORT**

There was no President's report.

**SECRETARY'S REPORT**

Ms. Edwards moved to approve the minutes of the July 18, 2023 general session as presented. Mr. Laschi seconded and the motion carried.

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of July 31, 2023.

Operating Funds:	\$ 422,424.80
Reserve Account:	\$ 1,498,452.92
Accounts Receivable:	<u>\$ - 13,345.95</u>
Total Assets:	\$ 1,907,531.77

**MANAGER'S REPORT**

Mr. Shorten provided updates on several ongoing items in the community:

- New admin, Alejandra Coronado, has been hired to replace Renee.
- Carport update: The design was submitted to the city.
- Maintenance team completed 213 items. Also painted and performed wood repair/replacement for 65 carports. They are also repainting rusted stair railings.
- He and Ms. Belisle met with Robert Cervantes, claims adjuster for Philadelphia Insurance, to provide data to support our defense of Dale's claims re: 1023 St. Charles Place. Mediation is pending.

Oaknoll Condominium Association  
Regular Session Board Meeting  
August 22, 2023

- Terry is currently accepting bids for wood replacement and painting for residential buildings.

#### **LEGAL UPDATE**

No news at this point regarding civil rights claim or pending mediation request.

#### **COMMITTEE REPORTS**

- Landscape Committee – Suzanne Hoffert reported on behalf of the committee. They have been frustrated by BrightView's failure on several fronts and request that the Board go out to bid for a replacement landscaper.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend. Also reported that monthly social was sparsely attended. September's social will be a luau, sponsored by Smartaira.
- Building Captains – Carol Chipman reports she still has buildings without captains.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- BrightView Landscape – turf removal at 254 Sequoia Court, Native Garden - \$9626  
**Ms. Belisle moved to approve: Ms. Edwards seconded and the motion carried.**
- BrightView Landscape annual service agreement  
**Ms. Belisle moved to table the bid: Ms. McCusker seconded and the motion carried.**
- Good Suite – New Sharp Copier  
**Ms. Belisle moved to approve leasing the new model at a cost of \$250.29 per month: Ms. Edwards seconded and the motion carried.**

##### **Ratifications**

- Brightview, DG path at 460 Arbor Lane, 105 - \$2,995.00  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**
- Ventura Pest – 248 Oakleaf, #105 – block rodent access points - \$1,850  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**
- The E & C Company – Engineering for replacement carport - \$5,500  
**Ms. Belisle moved to approve the bid: Mr. Laschi seconded and the motion carried.**
- Herbert and Sons, Elec. – replacement electrical boxes throughout - \$15,116  
**Ms. Belisle moved to approve the bid: Mr. Lashi seconded and the motion carried.**

#### **NEW/OLD BUSINESS**

- A problem with bird feeders using bird seed was discussed. The seeds drop from the feeders and attract rodents. As a result, the Board is requesting that no bird feeders other than hummingbird feeders be permitted in the community.

- Coyotes have become a problem in the community. There are a couple of what appear to be young pups who visit the community during the day. Their scat has been found on streets, carports, and sidewalks leading up to residential buildings. They have become a nuisance and are a danger to residents and their pets. Coyote control was discussed, including trapping and relocating them, or just hiring someone to kill them. The audience agreed that killing them wasn't an option. All residents are cautioned to be on alert.
- The date for the annual rummage sale was announced – October 21. Residents are urged to call the office to reserve a table at no cost.
- Alternatives to chemical termite tenting and fumigation are being investigated. Manager Shorten has obtained bids for tenting and heat treating the buildings, and for injecting poison directly into the walls, which would require drilling into the interior and exterior walls of units. He will invite the representative from the heat-treatment company to our next meeting.

#### **NEW RESIDENCY APPLICATIONS**

There are five new residents, all owners. The current percentage of owner-occupied units has increased to 63%.

#### **ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

#### **FACILITY USE REQUESTS**

There were no facility use requests.

#### **OPEN FORUM**

- There were several resident comments

#### **HEARINGS**

Hearings were to be held in the Executive meeting.

#### **ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:20pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, September 19, 2023.

Submitted by:

---

Wendy Edwards, Secretary

Date

**Oaknoll Homeowners Association**

Oaknoll Condominium Association  
 Regular Session Board Meeting  
 August 22, 2023

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
July 18, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, July 18, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager and Rick Pefia, Ventura Pest

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to add one item to Bid Approval and to approve the agenda as amended. Mr. Laschi seconded the motion and the motion carried unanimously.**

**GUEST SPEAKER**

Rick Pefia from Ventura Pest was present to discuss actions they are taking to address the rodent situation. He reported that they are servicing all bait traps once a week vs. monthly and have added bait traps in locations that have reported an increase in activity. He advised the audience of steps we can take to help prevent rodent infestation: remove bird feeders, don't feed rabbits and squirrels, don't leave any food or water on patios, clear patios of clutter.

**PRESIDENT'S REPORT**

There was no President's report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the June 20, 2023 general session as presented. Mr. Laschi seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of June 30, 2023.

Operating Funds:	\$ 496,300.73
Reserve Account:	\$ 1,458,478.43
Accounts Receivable:	<u>\$ - 13,340.95</u>
Total Assets:	\$ 1,941,438.21

**MANAGER'S REPORT**

Mr. Shorten provided updates on multiple ongoing items in the community:

- He has been conducting interviews to replace Renee, our admin assistant who leaves August 4.

Oaknoll Condominium Association  
Regular Session Board Meeting  
July 18, 2023

- All elevators have been inspected by the state.
- The cross complaint from the city for a trip and fall has been withdrawn.
- Maintenance has marked areas on sidewalks throughout the community that are uneven and may cause a resident to trip. He has obtained a bid from a contractor to \$86,000 to grind down these areas. As a result, we will invest in a grinder and do it ourselves.
- Staff completed 113 work orders this month.
- Carport update: The design is being evaluated by City Public Works and Zoning, then goes to Building Safety. Will take several more weeks. May be able to pull permits by October.

#### **LEGAL UPDATE**

Ms. Belisle announced that she has been personally named in a Civil Rights complaint regarding our plans to fumigate the building at 327 Chestnut Hills. Also, we have received a demand from Dale Menagh for Alternative Dispute Resolution regarding his remodel at 1023 St. Charles.

#### **COMMITTEE REPORTS**

- Landscape Committee – The committee met the previous day to review open items. Will meet with BrightView next week to discuss irrigation, ongoing maintenance issues, and enhancement projects.
- Activities – Board Member, Tony Laschi, reported on bingo and encouraged more people to attend.
- Building Captains – Carol Chipman reports she still has buildings without captains, and several captains have resigned.
- Neighborhood Watch – There was no report. As such, this committee will be disbanded.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- Republic Elevator - \$1975.00 and \$4,944  
**Ms. Belisle moved to approve: Ms. Edwards seconded and the motion carried.**
- BrightView, enhancement at 427 Arbor Lane - \$5,093.01  
**Ms. Belisle moved to approve the bid: Ms. McCusker seconded and the motion carried.**
- One West, emergency drywall repair – 463 Arbor Lane, #105 \$3,400  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**

##### **Ratifications**

- Brightview, 751 Birchpark, #104/204 – holly removal - \$1,290.85  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**
- Brightview, annual renewal, Smart Controllers - \$3,600  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**

#### **NEW/OLD BUSINESS**

Communications regarding a recent accident where a resident drove through her carport storage bid. Bid from One West construction for \$3,400 was presented. **Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**

Oaknoll Condominium Association  
Regular Session Board Meeting  
July 18, 2023

**NEW RESIDENCY APPLICATIONS**

There are 4 new residents, two owners and two renters. The current percentage of owner-occupied units has increased to 63%.

**ARCHITECTURAL MODIFICATION REQUESTS**

None at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

- There were several resident comments

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:45pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, August 22, 2023.

Submitted by:

---

Wendy Edwards, Secretary

Date

**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
June 20, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, June 20, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President.

**OTHERS PRESENT**

Terry Shorten, General Manager and Mike Goodwin, Designer

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to add one item to Bid Approval and to approve the agenda as amended. Mr. Laschi seconded the motion and the motion carried unanimously.**

**GUEST SPEAKER**

Mike Goodwin provided an update on the design for the replacement carport. He has been in preliminary discussions with City Planning and presented a proposed plan to the Board. He estimates it will take 4-6 weeks to obtain City planning and safety approval. He will provide building material choices for Board approval next week.

**PRESIDENT'S REPORT**

There was no President's report.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the May 16, 2023 general session as presented. Mr. Laschi seconded and the motion carried.**

**TREASURER'S REPORT**

Ms. Belisle presented the unaudited monthly financial report as of May 31, 2023.

Operating Funds:	\$ 452,837.46
Reserve Account:	\$ 1,437,543.23
Accounts Receivable:	\$ - 23,457.00
Total Assets:	\$ 1,866,923.69

**MANAGER'S REPORT**

Mr. Shorten provided updates on multiple ongoing items in the community:

- He is continuing to work with the architect and designer regarding the replacement carport design
- Republic Elevators has inspected all elevators
- He continues to work with ChargePoint regarding EV charging stations.

Oaknoll Condominium Association  
Regular Session Board Meeting  
June 20, 2023

- Management completed 175 maintenance requests since Mary 10.
- Admin Assistant, Renee Metcalf has given notice. She will leave in early August.

#### **LEGAL UPDATE**

Ms. Belisle announced that Oaknoll had been named in a cross-complaint from the City of Thousand Oaks regarding a trip and fall accident. No information at this time as to the location of this accident. Also, Dale Menagh has obtained legal counsel regarding this remodel at 1023 St. Charles Place.

#### **COMMITTEE REPORTS**

- Landscape Committee – There was no landscape committee report. The committee will meet the following Monday to receive an update from BrightView.
- Activities – Board Member, Tony Laschi, reported on the July 4<sup>th</sup> Barbecue and announced a date for bingo for July. There will be no social.
- Building Captains – Carol Chipman reports she still has buildings without captains, and several captains have resigned.
- Neighborhood Watch – There was no report.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- Herbert and Sons, Carport Lighting - \$473.00  
**Ms. Belisle moved to approve the bid to install additional lighting at the fire gate entrance on Oakleaf: Mr. Laschi seconded and the motion carried.**
- BrightView, Irrigation Controllers, 300 McCloud - \$1,832.98  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**

#### **NEW/OLD BUSINESS**

There was no new business at this time.

#### **NEW RESIDENCY APPLICATIONS**

There are 7 new residents, three owners and four renters. The current percentage of owner-occupied units remains at 62%.

#### **ARCHITECTURAL MODIFICATION REQUESTS**

Tony Laschi and Carol Chipman presented a request to pave the walkway in the butterfly garden. This item was tabled after discussion.

#### **FACILITY USE REQUESTS**

There were no facility use requests.

#### **OPEN FORUM**

- There were several resident comments

#### **HEARINGS**

Hearings were to be held in the Executive meeting.

#### **ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:39pm to continue to Executive Session.

Oaknoll Condominium Association  
Regular Session Board Meeting  
June 20, 2023

The next Regular Session Meeting Is Tuesday, July 18, 2023.

Submitted by:

---

Wendy Edwards, Secretary                      Date  
**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
May 16, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, May 16, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:30pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; and Kathy McCusker, Treasurer.

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

Ms. Belisle made a motion to add one item to Bid Approval and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.

**TOWNHALL**

Tony Laschi led a townhall/meet the candidate session with Ara Mergian joining from Michigan via Facetime.

**PRESIDENT'S REPORT**

Ms. Belisle thanked everyone who participated in the recall election of Ron Crull. He was recalled from the board effective May 5 by a vote of 201 for recall vs. 22 against.

**SECRETARY'S REPORT**

Ms. Edwards moved to approve the minutes of the April 18, 2023 general session as presented. Ms. McCusker seconded and the motion carried.

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of April 30, 2023.

Operating Funds:	\$ 349,290.15
Reserve Account:	\$ 1,414,663.01
Accounts Receivable:	<u>\$ - 5,055.50</u>
Total Assets:	\$ 1,758,897.66

**MANAGER'S REPORT**

Mr. Shorten provided updates on multiple ongoing items in the community:

- Termite tenting of 291 Sequoia is scheduled for later this week
- Carport design should be available first week of June

Oaknoll Condominium Association  
Regular Session Board Meeting  
May 16, 2023

- DirecTV carrier, Smartair, plans major Infrastructure upgrade in June to provide higher speed internet. Also, DirecTV is offering a special of \$4.75 for HBO, Showtime and Cinemax for five years.

#### **LEGAL UPDATE**

There was no legal update at this time.

#### **COMMITTEE REPORTS**

- Landscape Committee – There was no landscape committee report.
- Activities – Board Member, Tony Laschi, reported on the May 5 social.
- Building Captains – Carol Chipman has assumed the role of Coordinator of the captains and reports all but two buildings now have captains.
- Neighborhood Watch – There was no report.

#### **CONTRACTS/BID REVIEW AND APPROVAL**

##### **New Bids**

- McCulloch Builders - Carports 141 – 143 on Oakleaf Re-roof - \$10,246.50  
**Ms. Belisle moved to approve the bid; Ms. Edwards seconded and the motion carried. This will be paid from reserves.**
- McCulloch Builders - Carports 137 – 140 on Oakleaf Re-roof - \$11,822.00  
**Ms. Belisle moved to approve the bid; Ms. Edwards seconded and the motion carried. This will be paid from reserves.**
- Wayne Nakamura – Decorative fencing along McCloud from entry - \$4,995  
**Ms. Belisle moved to approve; Mr. Laschi seconded and the motion carried.**
- Darringer Construction – Pillars for decorative fence on McCloud - \$10,000  
**Ms. Belisle moved to approve; Ms. Edwards seconded and the motion carried.**

##### **Ratifications**

- Darringer – Carport #335 concrete patch - \$3,150  
**Ms. Belisle moved to approve; Mr. Laschi seconded and the motion carried.**

#### **NEW/OLD BUSINESS**

- The board reviewed a request from a resident to install a gutter along the roof over his balcony.
- Board reviewed DirecTV offer for three channel upgrades. **Ms. Belisle moved to approve the offer of \$4.75 per unit for five years; Mr. Laschi seconded and the motion carried.**

#### **NEW RESIDENCY APPLICATIONS**

There are two new residents, one owner and one renter. The current percentage of owner-occupied units remains at 62%.

#### **ARCHITECTURAL MODIFICATION REQUESTS**

No requests at this time.

#### **FACILITY USE REQUESTS**

There were no facility use requests.

Oaknoll Condominium Association  
Regular Session Board Meeting  
May 16, 2023

**OPEN FORUM**

- A resident questioned the fact that there is no cumulative voting in the upcoming election

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 8:15pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, June 20, 2023.

Submitted by:

---

Wendy Edwards, Secretary

Date

**Oaknoll Homeowners Association**

**THE MINUTES OF THE REGULAR SESSION  
BOARD OF DIRECTORS MEETING  
OAKNOLL CONDOMINIUM ASSOCIATION  
April 18, 2023**

**CALL TO ORDER**

The following are the Minutes of the Meeting of the Board of Directors of the **Oaknoll Condominium Association**, held on Tuesday, April 18, 2023. Ms. Belisle, President, stated that a **Quorum** was present and called the meeting to order at 6:31pm.

**BOARD MEMBERS PRESENT**

Phyllis Belisle, President; Wendy Edwards, Secretary; Tony Laschi, Vice President; Kathy McCusker, Treasurer and Ron Crull, Member-at-large

**OTHERS PRESENT**

Terry Shorten, General Manager

**APPROVAL OF AGENDA**

**Ms. Belisle made a motion to add two items to New Business and to approve the agenda as amended. Ms. Edwards seconded the motion and the motion carried unanimously.**

**PRESIDENT'S REPORT**

Ms. Belisle reported on a HOA Presidents' Council meeting she attended the previous Saturday. This is a newly formed group chaired by a HOA President from a Westlake Village community. The focus of this meeting was on increasing insurance rates in California. The group covers approximately 38 HOAs in California Assembly District 42. Our Representative Jacqui Irwin was present along with a representative from the California Insurance Commission. The discussion focused primarily on hardening communities against wildfire, as catastrophic losses from fire have been the primary driver of higher premiums. The Landscape Committee will get involved to assure our community follows Ventura County Firesafe Guidelines.

**SECRETARY'S REPORT**

**Ms. Edwards moved to approve the minutes of the March 21, 2023 general session as presented. Mr. Laschi seconded and the motion carried; Ron Crull voted no.**

**TREASURER'S REPORT**

Ms. McCusker presented the unaudited monthly financial report as of March 31, 2023.

Operating Funds:	\$ 314,952.81
Reserve Account:	\$ 1,400,552.44
Accounts Receivable:	<u>\$ -10,575.50</u>
Total Assets:	\$ 1,704,929.75

Ms. McCusker reported that this was the fiscal year-end 2023 report. We ended the year approximately \$114,000 over budget, which was a result of our increased liability insurance premium.

Oaknoll Condominium Association  
Regular Session Board Meeting  
April 18, 2023

### MANAGER'S REPORT

Mr. Shorten provided updates on multiple ongoing items in the community:

- The deck and railing at 1023 St. Charles have been completed
- The deck at 1003 St. Charles is in the process of being restored, but is delayed due to leak testing
- 291 Sequoia is next up for termite tenting in May
- Burned out carport area will be surveyed on April 28 allowing to move forward with a final design concept
- Water savings in March were approximately \$2000 due to heavy rains
- Maintenance crew and management will begin to examine exterior wood trim which is showing age to identify areas that need to be replaced and/or repainted

Ron Crull provided an update on the carport replacement project.

### LEGAL UPDATE

There was no legal update at this time.

### COMMITTEE REPORTS

- Landscape Committee – Member Suzanne Hoeffert provided a thorough report of the committee's purpose, challenges and goals.
- Activities – Board Member, Tony Laschi, said Saturday bingo drew a larger crowd. The more who come, the bigger the winnings. May social will be Cinco de Mayo.
- Building Captains – Ron provided a list of issues from St. Charles.
- Neighborhood Watch – Ron Crull provided a report from chair, Ara Mergian.

### CONTRACTS/BID REVIEW AND APPROVAL

#### New Bids

- 286 Oakleaf - Pine tree removal , BrightView - \$4,760.00  
**Ms. Belisle moved to approve the bid: Ms. Edwards seconded and the motion carried.**

#### Ratifications

- Emergency tree removal – St. Charles – Brightview - \$1,540  
**Ms. Belisle moved to approve; Mr. Laschi seconded and the motion carried.**
- 751 Birchpark, #107 – Shrub removal and replacement – Brightview - \$1,867.89  
**Ms. Belisle moved to approve: Ms. Edwards seconded and the motion carried.**
- 1023 St. Charles – Handrail replace – Nakamura Iron Works - \$4,995.00  
**Ms. Belisle moved to approve: Ms. Edwards seconded and the motion carried.**
- New pool pump – Warren Pool service - \$2,575  
**Ms. Belisle moved to approve: Ms. Edwards seconded and the motion carried.**
- Arbor Lane Carport Survey – Clemons Land surveying - \$2,560  
**Ms. Belisle moved to approve: Mr. Crull seconded and the motion carried.**

### NEW/OLD BUSINESS

- The board reviewed photos of several areas of rotted exterior wood trim and discussed the need to address the issue throughout the community.
- The board reviewed a proposal to renew our earthquake insurance coverage. To counter increasing premiums, it is recommended we increase our deductible. The issue was tabled for further discussion at the executive meeting.

**NEW RESIDENCY APPLICATIONS**

There are six new residents, four owners and two renters. The current percentage of owner-occupied units remains at 62%.

**ARCHITECTURAL MODIFICATION REQUESTS**

No requests at this time.

**FACILITY USE REQUESTS**

There were no facility use requests.

**OPEN FORUM**

Residents spoke on the following topics:

- A resident expressed concern about eucalyptus trees whose roots she claims are causing the sidewalk to heave. She also doesn't think we should continue to spend so much on landscaping.
- A resident expressed disgust about the recall letter
- Carol Chipman, newsletter editor, volunteered to become the facilitator of the Building Captain Network

**HEARINGS**

Hearings were to be held in the Executive meeting.

**ADJOURNMENT**

There being no further business, the Open Session meeting was adjourned at 7:44pm to continue to Executive Session.

The next Regular Session Meeting is Tuesday, May 16, 2023.

Submitted by:

---

Wendy Edwards, Secretary

Date

Oaknoll Homeowners Association

Oaknoll Condominium Association  
Regular Session Board Meeting  
April 18, 2023

# Oaknoll Condominium Association, Inc.

Notices of Violation



**CondoCerts**

Notice of Violation Sections 5855 and 4525(a)(5)

Notice of Violation may be located in Demand Statement.

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Other Unpaid Obligations of Seller



**CondoCerts**

Other unpaid obligations of seller: Section 5675 and 4525(a)(4)

Other unpaid obligations of seller may be found in Demand Statement

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Preliminary List of Defects



**CondoCerts**

Preliminary list of defects Sections 4525(a)(6), 6000 and 6100

There is no Preliminary list of defects documents available for this association.

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel. The Association and its agents make no representations about the purpose or effect of these documents and the information they contain.

# Oaknoll Condominium Association, Inc.

Regular Assessment



**CondoCerts**

Regular Assessment Section 4525(a)(4)

Regular Assessment may be found in Demand Statement

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Rental Restrictions



**CondoCerts**

Rental Restrictions: Section 4525(a)(9)

There are restrictions on renting with Oaknoll Condominium Association, Inc. Please see Article V, Section 5.6 and Article VI of the Declarations

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel. The Association and its agents make no representations about the purpose or effect of these documents and the information they contain.

# Oaknoll Condominium Association, Inc.

Residency Application



**CondoCerts**

# Oaknoll Condominium Association, Inc.

300 McCloud Avenue, Thousand Oaks, CA 91360  
805-495-8111

## Residency Application 2023

### SPECIAL NOTES:

Oaknoll is an age restricted community. The primary resident **MUST be at least 55 years of age and capable of living independently, except as permitted by law.** In order to verify compliance with the age restriction, **ALL applicants (owners and renters) MUST personally deliver the application directly to the Oaknoll office. All applicants MUST bring** their driver's license, California ID or Passport, with current photograph, to the Oaknoll Office at the time the application is submitted.

Oaknoll is **NOT** an Assisted Living facility. The Association **DOES NOT** provide assistance in any form to any resident for **any** reason.

This form **MUST be returned by the APPLICANT with a signed lease agreement** to the Oaknoll Condominium Association office. **Please call the office to make an appointment AT LEAST seven (7) days prior** to the expected move-in date. The Governing Documents of the Association require the Board of Directors to review and approve **ALL applicants BEFORE the applicant takes possession of a unit.** *The processing fee is due at the time the form is submitted.* Incomplete forms are **AUTOMATICALLY DENIED.**

Expected move-in date: \_\_\_\_\_ \$150.00 Processing fee paid: \_\_\_\_\_

Address of unit: \_\_\_\_\_ Carport #: \_\_\_\_\_

Unit to be: Owner-Occupied: \_\_\_\_\_ Leasing: \_\_\_\_\_

#1 Resident's name: \_\_\_\_\_ email: \_\_\_\_\_

Home phone #: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Cell phone #: \_\_\_\_\_

#2 Resident's name: \_\_\_\_\_ email: \_\_\_\_\_

Cell phone #: \_\_\_\_\_

Home phone #: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Cell phone #: \_\_\_\_\_

#3 Resident's name: \_\_\_\_\_ email: \_\_\_\_\_

Home phone #: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

If you are leasing, are you related to the owner? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If "Yes", what is your relationship? (Parent, Grandparent, sibling?): \_\_\_\_\_

I do \_\_\_\_\_ do not \_\_\_\_\_ want my phone number published in the resident directory.

#1 Vehicle: \_\_\_\_\_  
Make Model Color License # Oaknoll Sticker #

#2 Vehicle: \_\_\_\_\_  
Make Model Color License # Oaknoll Sticker #

Pet: \_\_\_\_\_  
Species/breed Weight License # Rabies Vaccination date

Pet: \_\_\_\_\_  
Species/breed Weight License # Rabies Vaccination date

### IN CASE OF EMERGENCY, CONTACT:

NAME PHONE # RELATIONSHIP

NAME PHONE # RELATIONSHIP

**NOTE:** ALL information submitted shall be used for office business ONLY.

*\*Please note, owners and residents shall be jointly and severally liable for any damage to common areas including elevators, stairways, walkways and railings which occur during move-in & move-out.*

(over)

## Buying as an Off-site Owner:

Owner(s) Name(s): \_\_\_\_\_ Please print \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Please print \_\_\_\_\_

## Resident Statement

I/We \_\_\_\_\_, as new residents at Oaknoll  
Condominium Association (Oaknoll), residing at \_\_\_\_\_,  
\_\_\_\_\_

hereby confirm that **I am capable of living independently in every manner, to the extent the law requires,** and agree to comply with all Oaknoll By-laws, Ground Rules, Covenants, Conditions & Restrictions (CC&R's). **I/We understand that failure to do so will result in penalties, including but not limited to monetary and loss of use of common area facilities,** as designated by the Board of Directors of Oaknoll.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## Landlord Statement

I/We \_\_\_\_\_, as property owners at Oaknoll  
Condominium Association (Oaknoll), unit # \_\_\_\_\_, hereby  
\_\_\_\_\_

Confirm that **the above noted applicant is capable of living independently in every manner, to the extent the law requires,** and certify that I/we have provided our tenants with a copy of the Oaknoll CC&R's and Ground Rules and made every effort to ensure they understand all Oaknoll policies. Furthermore, I/We understand that as owners, I/We are ultimately responsible for any violations of the Governing documents that occur and are subject to any penalties, including, but not limited to monetary penalties designated by the Board of Directors of Oaknoll.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing address: \_\_\_\_\_ Please print \_\_\_\_\_

Phone #: \_\_\_\_\_ Alt. #: \_\_\_\_\_ E-mail \_\_\_\_\_  
Please print

## Office Use:

Proof of age verified: \_\_\_\_\_ Date: \_\_\_\_\_

Office staff signature  
Office #805-495-8111

Board of Directors APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

Board member's signature

# Oaknoll Condominium Association, Inc.

Rules and Regulations



**CondoCerts**

# Oaknoll Condominium Association

300 McCloud Ave., Thousand Oaks, CA 91360 Office: 805-495-8111 Fax: 805-495-0352  
[oaknoll@verizon.net](mailto:oaknoll@verizon.net) [oaknollcondos.frontsteps.com](http://oaknollcondos.frontsteps.com)

---

TO: Oaknoll Homeowners Association Members  
FROM: Oaknoll Board of Directors  
DATE: September 27, 2022  
SUBJECT: Adopted revised Rules and Regulations

At its meeting on September 20<sup>th</sup> the Board adopted the revised Rules and Regulations that had been approved and distributed to the members in August.

The changes include the following sections:

- Pets
- Smoking
- Parking Enforcement
- Occupancy and Leasing Guidelines

As stated previously, the need for these revisions arises out of enforcement issues that management and the board have experienced. By strengthening our Rules as reflected in the revisions, our goal is to continue to protect the quality of life we all value at Oaknoll.

# 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; July 21, 2020. **Current revision: August 16, 2022.**

### 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 ¼" 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 and **owned by residents** 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 **online and** 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 at their expense after approval of their application for residency. 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. ***All dogs kept on the property whether as a permanent resident or temporarily overnight must be approved by management. Proper documentation must be provided to verify the dog's vaccination status.***
2. 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.
3. 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.
4. 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.

5. 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.
6. 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**

***Oaknoll aspires to become a smoke-free community.*** 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. Under no circumstance shall smoking be permitted upon the balcony or patio of any Unit. ***Smoking inside the units is likewise prohibited except for those residents who reside here at the time of this ruling. (August 16, 2022)*** If at any time local or state law prohibits smoking in Units or allows the Association to ***totally*** 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. ***Residents must register their cars with the office. No more than two cars per unit may be registered to park on Oaknoll property. All registered cars must be operable and currently licensed and registered. Storage of vehicles owned by non-residents is prohibited.***
3. 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.
4. 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 **seventy-two (72)** hours.

5. No inoperable, unlicensed, noisy, or smoky vehicles, or vehicles that pose a visual nuisance, may be parked, left or abandoned in any **carport**, guest parking space, on Arbor Lane Court or in any other portion of the Common Area.
6. Parking in the clubhouse parking lot is limited to 24 hours. After 24 hours, the vehicle may be cited and towed.
7. 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.
8. 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.
9. 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, right to use the Facilities, and satellite TV and internet service***) 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.
9. ***Each Owner is obligated to inspect their Unit on an annual basis to identify potential maintenance and repair issues, regardless of whether the Unit is leased or Owner-occupied. Owners of tenant-occupied Units shall ensure Owners' entry into the Unit complies with State law concerning tenants' rights."***

**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. 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.
2. Upon transfer, the transferor-Owner remains liable for all Charges levied against the Owner of the Unit and/or the Unit by the Association.
3. 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.
4. 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.

# Oaknoll Condominium Association, Inc.

Settlement Notice Regarding Common Area Defects



**CondoCerts**

Settlement notices regarding common area defects: Section 4525(a)(6), (7) and 6100

There are no settlement notices for common area defects.

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Special Assessment



**CondoCerts**

Preliminary list of defects Sections 4525(a)(6), 6000 and 6100

There is no Preliminary list of defects documents available for this association.

These documents are being provided to you at the request of (the owner) in compliance with Civil Code section 4525. If you have any questions about the information contained in these documents, please contact the owner or your own legal counsel.

# Oaknoll Condominium Association, Inc.

Welcome Packages



**CondoCerts**

# Oaknoll Condominium Association

300 McCloud Ave., Thousand Oaks, CA 91360 Office: 805-495-8111 Fax: 805-495-0352  
[oaknoll@verizon.net](mailto:oaknoll@verizon.net)

---

Dear Resident,

On behalf of the Oaknoll Condominium Association, we welcome you to your new home at Oaknoll. It is our hope you will enjoy the pleasant atmosphere that has been geared toward quality senior living.

Please take a few moments to read the enclosed information sheet and documents. We are confident you will find every effort is made to maintain an appealing and desirable environment for our residents.

Our on-site management staff and your Board of Directors are available to answer your questions, concerns and requests. Please contact our office during regular business hours, 9:00 A.M. to 3:00 P.M., Monday through Friday. You may also leave a message on our 24-hour voicemail and your call will be returned as soon as possible.

Sincerely,

Your Board of Directors

# Oaknoll Condominium Association

300 McCloud Avenue, Thousand Oaks, CA 91360

(805) 495-8111 Fax: (805) 495-0352

[Oaknoll@verizon.net](mailto:Oaknoll@verizon.net) [Oaknollcondos.com](http://Oaknollcondos.com)

---

Oaknoll is a 419-unit condominium complex sitting on 27 acres. Designed for independent living for seniors 55 years and older, the complex is centrally located in Thousand Oaks in close proximity to The Oaks Mall, Janss Marketplace, and local strip malls containing several supermarkets. In addition, local transportation services can easily provide rides to the Goebel Senior Center, Thousand Oaks Library and other locations.

Amenities include an exercise room with treadmills, ellipticals, weights etc.; Billiards room; pool and patio area with BBQ; a library; TV lounge with seating that includes a fireplace; a large dining area complete with kitchen. Three-story buildings have common laundry rooms, while two-story buildings have in-unit laundry. All units are provided basic satellite TV & Internet.

Please be aware Oaknoll condominiums are individually owned; i.e. all sales and leasing are handled directly by the owner or through their qualified real estate agent for both sales and leasing. Units for sale or lease may be posted on the front of the clubhouse. Our office provides on-site management for day-to-day operations only. The management office does not have access to the units.

The Oaknoll Condominium Association is a recognized non-profit corporation, governed by an elected Board of Directors. The regular Association assessments are \$350.00 per month for all homeowners. A list of items covered by the fees is available in the management office.

Residency applications are available in the management office and are required to be submitted at least seven (7) days before the expected move-in date.

# Oaknoll Condominium Association

## New Resident Move-In Details

**Office Hours:** Monday through Friday, 9:00 A.M. to 3:00 P.M.

**Clubhouse Hours:**

Weekdays Open	M-F	8am-4pm
With Access Card	M-F	6am-11pm
	S-S	8am-11pm

**Trash & Recycling : services provided by G.I. Industries 805-522-9400**

### **Recycling**

- Break down all boxes and have movers remove from complex
- Leftover boxes post move in must be broken down and left at Recycling Dumpster as you exit community prior to Clubhouse on your right
- Collection days are Monday & Friday
- Building dumpsters are for household trash only which needs to be **bagged and tied**

### **Large Trash Items**

- When disposing of furniture, appliances, or other large items you are required to schedule a pick-up from **G.I. Industries at (805) 522-9400** who will remove them at **no charge**. Or you may hire a private contractor to remove them. Do not leave such items in the common area or anywhere in the complex.

### **Mailboxes and Keys**

- Each unit has one through the seller or landlord
- Key replacement is a unit owner's responsibility]
- If you do not have a key or the lock is broken, contact the US Post Office (USPS)
- Closest USPS: Janss Marketplace. Hours 10-5 **(805) 494-9047**

### **Laundry Room**

- 2 slots/week per Unit
- Contact the Office for assignment in an open time slot
- Please do not use other residents' time even if they are not using it, except by permission
- Please be respectful of your neighbors and refrain from using the laundry during off hours

**Utility Companies, Misc. & Emergency Numbers** can be found in your Resident directory

### **Internet/TV Connections**

#### **Roof Access Notification to Office**

- If you require access to the roof, electrical boxes or water valves please call the office during weekday office hours to schedule. Please plan ahead. This is not considered an emergency during after-hours.

#### **Issues**

- If you experience problems: before calling for service make sure remotes are set to cable, not antenna or auxiliary. Also please determine if the outage is isolated to your unit or if others in your building are experiencing a similar problem

## **Rules and Regulations**

- The Rules and Regulations are featured in the Oaknoll Resident Directories which are available in the Management Office if you have not received with your Move in Packet

## **HOA Board Meetings**

- Scheduled once a month at 6:30 p.m. Clubhouse Dining Room
- Reminder Notices are posted in each building & Clubhouse one week prior

## **Bulletin Boards**

- One is at the entrance for Oaknoll Calendar of Events & General Oaknoll Information
- The other is located near the Restrooms with Resident Services offered and Community Activities.
- At each Building: General Oaknoll Postings are placed here for your information

## **Common Area Maintenance**

Please let the Office know of issues regarding the below categories during office hours or leave a message after hours or email us. You can complete a Resident Service Request & drop it off.

**In or near each building** (elevators, hallways, walkways, stairs & laundry room)

### **Landscaping**

- Requests or concerns (trimming, etc.) must be submitted to the Management Office.
- Broken sprinklers must be called in to the office as soon as they are noted. Sprinklers running more than 30 minutes or gushing water on weekends should be called in to the Emergency number. Residents are responsible for the care of their own personal patio areas.

## **Within Your Unit by Owner**

### **Home Improvements**

Applications must be submitted to the Management Office for approval on all exterior modifications and any interior modifications. This includes heating and air conditioning, window replacements, screen door replacement, etc. The Owner must complete an "Architectural Modification Request" & receive approval before work begins. All construction trash must be removed from the complex by the contractor and not placed in Association dumpsters.

### **Within Your Unit**

#### **Pest Control**

- Service is provided by Ventura Pest Control. Building exteriors are serviced monthly
- If you suspect termites please call the Management Office to schedule an Inspection.

### **Plumbing**

#### **Garbage Disposals**

- Only use disposals for soft waste. Hard or high volume waste can clog lines and will have to be cleared at residents' expense.

#### **Hot Water Heaters**

- Residents are responsible for the maintenance and replacement of their hot water heaters
- Regularly check (at least once a year) for signs of leakage or replace by a professional at least every five years.

## **Parking Regulations**

- Please DO NOT Park in red zones! They should be kept for emergency personnel. Please observe a 10-minute maximum time for parking in yellow loading zones. (After ten minutes, vehicles are subject to towing).
- **Guest Parking** is in front of the buildings for short-term guest parking ONLY. Residents should not use. Each unit is assigned a carport space. Please use your assigned space and keep the guest parking open for guests and contractors who may be in the community. Guests staying overnight or for an extended period must obtain a parking pass from the office. Ask the office about Overflow parking options.
- Overnight guest parking is allowed on a short-term basis (one to three nights) with a parking pass. Passes are available in the Management Office.

## **Pet Control**

Oaknoll Condominium Association Rules and Regulations require for Dogs:

- All licensing and vaccination papers need to be submitted to the office on a yearly basis
- Must be on a leash when taken outside a resident's unit and when animals relieve themselves in the common area. The owner is responsible for clean-up. Failure to clean up will result in a fine or in the declaration that the dog is a nuisance and must be removed from Oaknoll.

## **Security Patrol**

Cornwall Security Services, Inc. patrols the entire complex 4 times a night for parking enforcement and patrols the grounds for suspicious activities, monitors after hour pool activity and locks the Clubhouse. Reports are sent to the Management Office daily. Warning tickets are authorized and Towing can occur if needed.