

MANAGEMENT COMPANY

On behalf of the Association, the Board contracts with a professional management company to advise and assist the Board in carrying out its duties. The management company, in turn, contracts out various maintenance and repair work to service companies specialized in their respective fields, as selected by the Board. Unless expressly directed by the Board, the management company will not address issues outside the scope of association responsibilities. Monthly association fees are collected and deposited directly in the Association's account through a bank lock box. With Board authorization, Association bills are then paid out of this same account.

A primary responsibility of the management company is to receive and process homeowner and resident requests with respect to the maintenance of Association common areas. The management company will then contact any necessary service company. The Association will not be responsible for any unauthorized work by a service company.

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DELINQUENT ASSESSMENTS AND LATE CHARGES

Assessments are due by the first of each month. Any assessment payment not received at the management company by the 15th of the month will incur a late charge of \$10. If an account becomes forty-five (45) days delinquent, the Association will send, by certified mail, a notice of intent to file a lien, which shall demand payment and notify the homeowner that if payment is not received within ten (10) days, the Association may file a lien by recording a notice of delinquency against the property. If the account is not brought current within thirty (30) days from the date the lien was placed, the Association may foreclose the lien or pursue any other means of collection authorized by the CC&Rs or State or Federal Law.

DESIGN STANDARDS

The Board has established Design Standards to ensure that the appearance of the community is maintained. The current standards are maintained at the Association office and are available, at no cost, upon request. Prior to starting any work, you must obtain architectural approval. Please be advised that unauthorized alterations, improvements or any other construction are subject to enforcement action as outlined by the CC&Rs.

GUESTS

Guests must abide by all Guidelines in force at the time. Residents/homeowners are responsible for the conduct and actions of their guest(s), until the guests have exited the common area of the Association. Further, guests shall also comply with these Guidelines; including, but not limited to, the Guidelines relating to noise as defined below.

RESIDENTIAL USE

All Residential Lots, except common maintenance areas and association property, shall be known and described as Residential Lots and shall be used for no purpose other than residential purposes. (Section 7.1)

COMMERCIAL USE

No Residential Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purpose. If merely incidental to the use of the Residential Lot as a residence, certain professional or administrative occupations may be allowed subject to all provisions outlined in Section 7.1 of the CC&Rs.

RENTAL OF DWELLING

1. A homeowner shall be entitled to rent or lease his/her Residential Lot, subject to the restrictions contained in the CC&Rs. (Section 7.1)
2. Any rental or leasing agreement shall be in writing and shall provide that the lease or rental agreement is subject to the CC&Rs, the Community Bylaws, Community Articles and the Community Design Standards, Community Guidelines & Regulations, and shall provide that any failure to comply with any provisions of the said documents shall be a default under the terms of the rental or lease agreement.
3. No homeowner may lease such homeowner's Residential Lot or improvements thereon for hotel, motel or transient purposes. Any lease which is either for a period of fewer than thirty (30) days or pursuant to which the lesser provides any services normally associated with a hotel, shall be deemed to be for transient or hotel purposes and will be considered in violation of the CC&Rs.
4. Any homeowner who shall lease his or her Residential Lot shall be responsible for assuring compliance by such homeowner's lessee with the CC&Rs, the Community Articles, Community Bylaws and the Community Association Guidelines & Regulations.
5. Homeowners cannot retain the right to use common area facilities if their tenants are given those rights.

SIGNS

1. All signs shall be in conformance with the Design Standards. (Section 7.19)
2. No sign or billboard of any kind shall be displayed to the public view on any Residential Lot, community common maintenance area or association property with the exceptions noted in the CC&Rs, Section 7.19.
3. A homeowner may display not more than one "For Sale" or "For Lease" sign per Residential Lot, or any other action in compliance with California Civil Code Section 713.
4. Such sign may only be displayed on a Residential Lot, in a window or on a standard metal stake or "L-Bracket" hanging mechanism with a sign not to exceed 18" x 24".
5. Additional signs or flags customarily used for open houses may be used on the Residential Lot provided they are installed immediately before the open house and removed immediately after the expiration of the advertised time frame.
6. No signs or flags may be placed in outside of Residential Lots in common maintenance areas or association property of the La Costa Oaks Community Association.

NUISANCES: ODOR, NOISE, HAZARDS & WASTE

No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere within a Residential Lot. No odor shall be permitted to emanate from any Residential Lot which is unsanitary or offensive to any neighboring property or residents. No noise or any other nuisance shall be permitted which is found to be unreasonably offensive or detrimental to other residents. Residents are encouraged to refer to Section 7.2 of the CC&Rs for further clarification.

TEMPORARY STRUCTURES

No trailer, mobile home, tent, shack or other outbuilding shall be kept upon any Residential Lot, association property or community common area or in any street within the La Costa Oaks Community Association with the express prior written approval of the Architectural Committee. This provision includes temporary contractor trailers or building supplies of any kind. The Declarant and Merchant Builders are expressly exempt from this provision. (Section 7.12)

GARAGES

1. No garage door shall be permitted to remain open except for ingress and egress or other temporary purpose. (Section 7.16)
2. No pad or space adjacent to the garage or any other portion of a Residential Lot other than a driveway shall be used for the parking of any vehicles whatsoever.
3. All garages shall be enclosed and have doors for the entrance of vehicles. Garage modifications are expressly prohibited unless all provisions and conditions of Section 7.16 are met.
4. Garages shall be used for the parking of vehicles and not for living use or similar purposes normally reserved for living spaces (i.e., playroom, game room, recreation room, etc.). Garages may be used for storage of personal items only to the extent that such storage does not prevent the parking of all vehicles owned by the resident solely within the garages. Only residents with more vehicles than garage space may be allowed to use individual driveways or streets for parking other than on a temporary basis.
5. No hazardous materials shall be stored in any garage.
6. No repairs or restoration of any motor vehicle, boat, trailer, aircraft or other vehicle or equipment shall be conducted anywhere within the Association other than wholly within the confines of a garage; however, any repairs that continue for a period longer than sixty (60) days within a year period shall be deemed storage and shall be prohibited.

VEHICLES

1. No large commercial type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or delivery truck); any recreational vehicle (including, but not limited to, any camper unit, house/car or motor home); any bus, trailer, trailer coach, camp trailer, boat, aircraft or mobile home; any inoperable vehicle or any other similar vehicle; or any vehicle or vehicular equipment, mobile or otherwise, constituting a nuisance shall hereafter be permitted to remain upon the Residential Lot (unless placed or maintained wholly within an enclosed garage) nor permitted to be parked on any street, whether public or private, community common area or association property within the La Costa Oaks Community Association other than for transitory purposes such as loading, unloading or cleaning. (Section 7.16)

2. RV or other commercial vehicle parking may be accommodated by the use of the Association's RV Lot based on availability. Guidelines pertaining to the use and information regarding the availability of the RV Lot can be obtained by contacting the on-site Recreation Office at 760-943-6650.
3. Transitory or "temporary" parking shall be defined as a time frame not to exceed twenty-four (24) hours in duration during any seven (7) day period.
4. Commercial vehicle is defined as any vehicle displaying a company logo, name of phone number of any other truck, trailer or similar vehicle that is not customarily used for family transportation. Such vehicles include flatbed trucks, tractor-trailer rigs, and other such vehicles with storage and/or storage racks not used for normal residential purposes.
5. "For Sale" signs on vehicles parked within the La Costa Oak Community are not permitted.
6. Vehicles should be parked in available garage space first, then parked in the driveway, and then, if necessary, parked in the street for a period not to exceed 72 hours. All provisions outlined in the "Garage" portion of these guidelines shall apply.
7. Vehicles shall adhere to all posted street signs pertaining to speed limit, parking provisions or other pertinent restrictions. In accordance with all residential areas, the speed limit of 25 MPH will apply to all residential streets with the exception of Rancho Santa Fe Road which posts a higher speed limit.
8. No portion of any vehicle may be parked in such a manner as to obstruct or protrude onto any sidewalk, walkway, street or trailhead. Vehicles may *not* be parked in less than standard size driveways in any fashion, including parallel to the garage. All vehicles must be parked parallel to the curb facing the direction of parking – this includes parking in cul-de-sac areas.

PETS

1. No animals, fowl, poultry, fish, reptiles or insects of any kind shall be raised, bred or kept on any Residential Lot, except that dogs, cats or other common household pets may be kept within a residential Residential Lot as long as the total number of pets does not exceed four (4).
2. Dogs, like other potential sources of noise in the Community, are governed by these Guidelines as they relate to noise.
3. The owner of a pet is responsible to remove pet waste from common areas or the property of other residents immediately after being deposited by the pet. Residents are encouraged to carry appropriate clean up supplies while walking pets in the Community.
4. Pets shall be maintained within the owner's control at all times (via leash or other appropriate restraint), enclosed yard or rear/side yard enclosure. Pets may not be maintained in front yards even if such yards include provisions for an "invisible fence." While leashed, pets must be under the control of an individual capable of controlling the pet.
5. Pet owners are required to follow all City, County or State regulations as they pertain to pet ownership. Residents are encouraged to contact the appropriate agency (City of Carlsbad Police Department or Animal Control) for any violation of pet ownership regulations.
6. Pet owners are completely liable to each and every resident for any unreasonable noise or damage to any person, property or common area caused by such pet.

NOISE

1. Residents are responsible for noise emanating from their property and guests. Sources of noise should be abated by 10:00 p.m. and shall not commence any earlier than 7:00 a.m.
2. The most important rule regarding noise or other disturbances is the rule of courtesy. As a general guideline, if noise from a resident's home, pet, stereo, guests or other source, can be heard through the closed windows of a neighbor's home by an objective third person, then the noise is excessive and must be immediately abated.
3. Residents are encouraged to contact the City of Carlsbad Police Department for excessive noise or other civil disturbances.

UNSIGHTLY ITEMS

1. All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Residential Lots and shall not be allowed to accumulate thereon.
(Section 7.11)
2. All clotheslines, refuse containers, wood piles, storage areas, machinery and equipment shall be prohibited upon any Residential Lot unless obscured from view of adjoining streets, Residential Lots, trails, association property or community common area.

ANTENNAS

All antennas and satellite dishes are subject to provisions outlined in the Community Design Standards and Section 7.6 of the CC&Rs.

WINDOW COVERINGS

Curtains, drapes, shutters or other window coverings shall be in colors consistent with the residence and must be installed within sixty (60) days of the close of escrow. Aluminum foil, newspaper or any other contrasting material shall be expressly prohibited at all times.

TRASH/REFUSE

1. Trash and refuse must be placed in cans, plastic bags or other appropriate containers.
2. Containers may not be placed outside for pick up before 6:00 p.m. on the day prior to service and must be removed no later than 9:00 p.m. the evening of the pick up.

LANDSCAPING

1. All privately maintained landscaped areas shall be kept in acceptable condition as determined by the Board of Directors. This includes, but is not limited to, control of leaves and height of grass, weeds, fertilization, irrigation, trimming of plant material and maintenance of hardscape materials.
2. Within six (6) months of close of escrow, each homeowner must submit plans for the improvement of front, rear and side yards to the Architectural Committee and in accordance with the Community Design Standards. Within one year of the close of escrow, all improvements must be installed and approved by the by Architectural Committee or its duly designated representative.