



LA COSTA OAKS  
COMMUNITY  
ASSOCIATION

COMMUNITY GUIDELINES

**Version 2022.02**



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## Changes

#	Description	Approved	Effective
2022.01	<b>3.1.11.</b> Prohibiting Private Instruction in common area facilities.	25 SETP 2018	08 OCT 2018
2022.01	<b>Section 4</b> - Update Election Rules in accordance with SB 323.	28 JAN 2020	28 JAN 2020
2022.02	<b>3.1.11.</b> Amended Private Instruction in common area.	21 JUNE 2022	21 JUNE 2022



## Section 1 Overview

### 1.1 Introduction

The key to community living is the Community Design Standards (Design Standards) are a guide for the members of the La Costa Oaks Architectural Committee (AC) and the La Costa Oaks homeowners, who are members of the La Costa Oaks Community Association (Community Association). It is hoped that these Design Standards will increase homeowner awareness of the ways in which the integrity of the La Costa Oaks Community (La Costa Oaks) is preserved and the responsibilities the homeowners must assume in this process. The standards address exterior improvements for which homeowners most commonly submit applications and are not intended to be all-inclusive. The key to community living is the full cooperation of all members. By honoring the premise and purpose of the Guidelines, each member is assured the peaceful enjoyment of the benefits of the community. Without an effort from each member to be a conscientious neighbor and a respectful member of the community, disharmony will invariably occur. By taking a moment to familiarize yourself and members of your family with these guidelines, you will enhance the community living experience for yourself and for your neighbors. Thank you.

Pursuant to the authority granted to it in the CC&Rs of Covenants, Conditions and Restrictions (CC&Rs) and the Bylaws, the Board of Directors has established the following guidelines which are in part taken directly from the CC&Rs. The success of any community is founded on the principles of common decency, respect, and consideration for the basic rights of neighbors. These Guidelines will serve as a ready reminder and reference of the various obligations of all members of the community.

Provisions for these Guidelines, and the authority for enforcement, are contained in the CC&Rs and the Bylaws which were given to you when you bought your home. These Guidelines are intended as a supplement to the CC&Rs, not a replacement. All provisions of the CC&Rs not referenced in this document remain in full effect and must be adhered to by all homeowners and residents. It is the responsibility of each homeowner to make their guests, residents, and tenants aware of the restrictions of the governing documents. However, it is the homeowner, as a member of the Association, who remains responsible for the conduct of residents, tenants, and guests. Many homeowners include in their lease/rental agreement a termination and/or eviction clause in the event of a violation of the Association's CC&Rs, Bylaws, or Guidelines by the tenant.

The Board of Directors establishes and enforces these Guidelines, manages the financial affairs of the Association, and oversees the operation and maintenance of the Association facilities and the Common Area. In each of these areas, the Board is assisted by a contracted management company.

This document may be changed by the Board periodically as needed.

#### **A NOTE ABOUT NEIGHBOR RELATIONS:**

Many homeowners assume that the Association will serve as their communication tool in terms of potential conflict with neighbors. Living in a community does not absolve any homeowners of their



responsibilities as individuals, nor does the presence of an association release governmental agencies of their responsibilities.

If you have a problem with your neighbor, talk with them first- treat them as you would wish to be treated. The Association cannot send them a letter simply because you don't want to approach them about something that may be bothering you. Hopefully, you and your neighbor will live in your new home for a long time - it is to both of your benefit to establish common ground and an easy method of communication.

If you see someone breaking the law, call the police. If a dog is barking, call Animal Control. The Association is not a private police force and is limited to enforcement options by the laws of California.

In order to be fair and equitable to all homeowners, violations will not be acted upon unless duly noted by management, a board member or witnessed by the homeowners of two separate residences. There are no exceptions. Thank you, in advance, for your courtesy and respectful treatment of others.

## 1.2 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 \\ill then contact any necessary service company. The Association will not be responsible for any unauthorized work by a service company.

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## 1.3 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 ma) 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.



#### 1.4 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.



## Section 2 General Guidelines

### 2.1 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.

### 2.2 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)

### 2.3 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.

### 2.4 Rental Dwelling

2.4.1 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)

2.4.2 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.

2.4.3 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.

2.4.4 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.

2.4.5 Homeowners cannot retain the right to use common area facilities if their tenants are given those rights.

### 2.5 Signs

2.5.1 All signs shall be in conformance with the Community Design Standards. (Section 4.22)

2.5.2 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.

2.5.3 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.



- 2.5.4 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".
- 2.5.5 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.
- 2.5.6 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.

## 2.6 Nuisance: 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.

## 2.7 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)

## 2.8 Garages

- 2.8.1 No garage door shall be permitted to remain open except for ingress and egress or other temporary purpose. (Section 7.16)
- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 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.
- 2.8.5 No hazardous materials shall be stored in any garage.
- 2.8.6 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.

## 2.9 Vehicles

- 2.9.1 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)

- 2.9.2 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.
- 2.9.3 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.
- 2.9.4 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.
- 2.9.5 "For Sale" signs on vehicles parked within the La Costa Oak Community are not permitted.
- 2.9.6 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.
- 2.9.7 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.
- 2.9.8 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.

## 2.10 Pets

- 2.10.1 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 Lot as long as the total number of pets does not exceed four (4).
- 2.10.2 Dogs, like other potential sources of noise in the Community, are governed by these Guidelines as they relate to noise.
- 2.10.3 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.
- 2.10.4 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.





2.10.5 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.

2.10.6 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.

## 2.11 Noise

2.11.1 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.

2.11.2 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.

2.11.3 Residents are encouraged to contact the City of Carlsbad Police Department for excessive noise or other civil disturbances.

## 2.12 Unsightly Items

2.12.1 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)

2.12.2 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.

## 2.13 Antennas

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

## 2.14 Window Covering

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.

## 2.15 Trash/Refuse

2.15.1 Trash and refuse must be placed in cans, plastic bags or other appropriate containers.

2.15.2 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 pickup.

## 2.16 Landscaping

2.16.1 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.



2.16.2 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.

## 2.17 **Website**

The community website is a great resource for members of the community to obtain documents and other relevant information regarding the community. The website is located at [www.lacostaoakshoa.org](http://www.lacostaoakshoa.org). Solicitation of the membership is not permitted on the community website.



## Section 3 The Oaks Club

### 3.1 Swim Club

**NO LIFEGUARD ON DUTY.** The La Costa Oaks Community Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. Use the pool at your own risk. In accordance with California State Law, no child under the age of 14 is permitted in the Swim Club area unless accompanied by an adult resident (18 years of age or older) and under constant supervision at all times.

- 3.1.1 Operation Hours: 6:00 a.m. to 10:00 p.m. (Monday, Wednesday, Friday); 5:00 a.m. to 10:00 p.m. (Tuesday, Thursday, weekends). All gates must remain closed and locked at all times
- 3.1.2 Swim Club use is for La Costa Oaks residents and their accompanied guests.
- 3.1.3 Guest Policy is four (4) guests' maximum per household. All residents and guests must park on the street. No off-street parking is provided.
- 3.1.4 All swimmers must shower before entering the pool. Proper swim attire is required.
- 3.1.5 Noise or music should not be so loud as to disturb your neighbors.
- 3.1.6 Infants and toddlers are required to wear diapers with plastic pants or swim diapers before entering the pool or wading pool. Disposable diapers are not allowed.
- 3.1.7 Trees must be planted minimum of three (3) feet from property lines and buildings. The following activities or items are not permitted in the pool, wading pool or pool areas.
  - (a) No diving
  - (b) No pets
  - (c) No glass
  - (d) No bicycles, skateboards, scooters, or skates
  - (e) No running, pushing or horseplay
  - (f) No squirt guns or other water projecting devices
  - (g) No alcoholic beverages
  - (h) No smoking
  - (i) No large flotation devices
- 3.1.8 No eating food or drinking in the pool or wading pool. No hard balls, tennis balls, rocks or coins permitted in the water.
- 3.1.9 Pool safety equipment is for emergency use only. Homeowners responsible for damage to pool equipment or furnishings will be required to immediately refund the Association for losses related to the damage. Access privileges may be immediately revoked.
- 3.1.10 Use of the facilities by the entire household may be suspended for violation of these Guidelines. Non-resident violators are subject to trespass laws enforced by the Carlsbad Police Department.
- 3.1.11 Current residents of the La Costa Oaks Community in good standing are permitted to receive swim instruction at the community pool facilities using a private instructor. An adult resident shall admit, accompany, and be solely responsible for the instructor's actions while on La Costa Oaks property.



Instruction must not inhibit other residents normal use of the pool facilities. Residents are accountable to ensure any guests, especially nonresident instructors, follow all facility rules.

### 3.2 **Workout Room**

- 3.2.1 Exercise equipment should not be used at any time by children under the age of fourteen (14) at any time, children between the ages of 14 and 18 must be supervised when using the equipment.
- 3.2.2 There is a 30-minute time limit on the use of the machines.
- 3.2.3 Doors must remain closed while TV, and/or air conditioner is on.
- 3.2.4 A towel is required while working out.
- 3.2.5 Equipment must be wiped down after use.
- 3.2.6 No food, smoking or glass containers are allowed.
- 3.2.7 Residents must accompany any guests using the facility.
- 3.2.8 No swimsuits may be worn in the room.
- 3.2.9 Gym shoes and appropriate gym attire must be worn at all times within the facility.
- 3.2.10 Turn off lights, TV, fans and dispose of all trash and make sure doors are locked when leaving.
- 3.2.11 Personal space should be respected at all times. Keep clear of anyone handling, loading, or using the weight equipment.
- 3.2.12 Return equipment to its proper locations.
- 3.2.13 Disrespect towards the exercise equipment will not be tolerated. Do not drop or bang the weights.
- 3.2.14 Music volume/ style must not be offensive to others who are working out.
- 3.2.15 Club card must not be given out under any circumstances.

### 3.3 **The Oaks Club Recreation Room**

The Recreation Room at The Oaks Club can be reserved by residents for private parties. The fireplace and adjacent patio area is included in the Recreation Room reservation if desired, for use at your own risk. The pool area and exercise rooms are not included in the Recreation Room reservation and cannot be reserved for private use. All reservations are on a first-come, first-served basis. Reservations must be made at least 2 weeks in advance.

- 3.3.1 Event must end prior to closing hours at 10:00 p.m. seven (7) days a week. This includes clean-up and post-event inspection.
- 3.3.2 The host of the event (18 years or older) must be in attendance at all times.
- 3.3.3 No wet clothing is permitted in the Recreation Room.
- 3.3.4 No pets allowed are allowed in the Recreation Room.
- 3.3.5 No smoking is allowed in or around the Recreation Room and adjacent areas.
- 3.3.6 The host of the event (18 years or older) must be in attendance at all times.
- 3.3.7 No commercial use of the Recreation Room is permitted.



3.3.8 No furniture is to be removed from the room at any time and must be left in the same configuration as found.

3.3.9 Noise and music must be kept at a reasonable level.

3.3.10 The use of alcoholic beverages is permitted in accordance with California State Law but cannot be sold.

3.3.11 All residents and guests must park on the street. No off-street parking is provided.

3.3.12 Maximum occupancy is 66 persons. Multiple reservations require Board of Directors approval.

**The Board of Directors may withdraw reservation privileges for Guidelines violations at any time.**

3.3.13 **TO RESERVE RECREATION ROOM.** Only the "Owner of Record" is eligible to reserve Recreation Room. Homeowner will be required to:

- a. Sign and complete Recreation Room Reservation Agreement.
- b. Meet all insurance requirements
- c. Post a \$250.00 security deposit payable to La Costa Oaks Community Association/provide valid credit card for incidentals.



## Section 4 Election Rules

- 4.1.1 **APPLICATION OF RULES:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote.
- 4.1.2 **MEMBERSHIP VOTING:** Pursuant to the Association's governing documents, the Association has one class of membership.
- 4.1.3 **RECORD DATE:** In the absence of a specific resolution of the Board for any given election, the Record Date for determining the right to receive notice and to vote shall be the date that ballots are processed for mailing, and shall include all separate interests reflected in the Association membership list as of such Record Date. Members are responsible for providing their ballot mailing addresses to the Association in advance of each election, and may verify their individual information at any time prior to five (5) days before the Record Date. The voting period and the time at which the polls shall close for any meeting of Members shall be as specified in the solicitation materials or as determined by the Inspector of Election.
- 4.1.4 **DIRECTOR CANDIDATE QUALIFICATIONS:** The Association's property, business and affairs shall be governed and managed by a Board of Directors composed of either five (5) or seven (7) persons, as determined by the Board of Directors pursuant to Section 7.3 of the Association's Bylaws.
- Subject to Civil Code §5105, all candidates for the Board must meet the following qualifications:
- (a) The candidate must be an Owner;
  - (b) If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association;
  - (c) The candidate must be current in the payment of all regular and special assessments;
  - (d) The candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director; and
  - (e) If the Association is aware or becomes aware of a past criminal conviction that would, if the candidate was elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage, the candidate shall be disqualified.
- 4.1.5 **DIRECTOR REQUIREMENTS:** To remain qualified to serve on the Board of Directors, a Director who has been elected to the Board of Directors must (a) be an Owner, and (b) be current in the payment of all regular and special assessments.
- 4.1.6 **NOMINATIONS:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate himself or herself as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated solicitation materials.
- 4.1.7 **DELEGATE ELECTION QUALIFICATIONS:** In order to be eligible to serve as a Delegate, a candidate must be a member of the Association. For those Delegate Districts from which the Members fail to elect a Delegate, the Board of Directors may appoint a Delegate for such Delegate District in accordance with Section 5.4 of the Bylaws.
- 4.1.8 **DELEGATE DISTRICT MEETING BALLOT DISTRIBUTION:** A ballot for a Delegate District Meeting shall be distributed to every Member who is a Member as of any record date established by the Board. The Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot



submitted by a person with general power of attorney for a Member, if valid and returned by the appropriate deadline, shall be counted by the Association.

- 4.1.9 **SOLICITATION MATERIALS:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.
- (a) **CONTENT:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.
- (b) **LIMITATION ON PUBLICATION SPACE MADE AVAILABLE:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.
- 4.1.10 **PROXIES:** The Association will not distribute proxies; however, every member entitled to cast a vote at a meeting of the members shall be entitled to vote either in person, or by proxy. In order to be valid, proxies must satisfy the requirements of California Civil Code Section 5130. The granting of a proxy shall not authorize the retrieval of any ballot previously cast. Ballots, once cast, are final and irrevocable.
- 4.1.11 **AVAILABILITY OF MEETING SPACE:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night” or other such Member meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.
- 4.1.12 **SELECTION OF INSPECTOR(S) OF ELECTION:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.
- (i) An Inspector may be any person or entity other than: (1) a Director; (2) a Candidate; (3) a Director’s relations; or (4) a Candidate’s relations. Any Inspector of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector of Election.
- (ii) The Inspector of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector of Election deems appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election.
- (iii) In the absence of a more specific determination by the Inspector(s) of Election, the Association’s management company shall retain the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies (the “Election Materials”) for a period of three years following the election.



(iv) An inspector of elections shall perform all duties impartially, in good faith, to the best of the Inspector of Election's ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

4.1.13 **MEETING CONDUCT:** Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count, but shall stand at least five feet away from the Inspector(s). No person may harass, cajole or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All association election materials will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector or the meeting chair to leave the meeting to prevent further disruption.

4.1.14 **MEETINGS OF DELEGATES:** Voting by Delegates is not subject to the procedures for voting by Members at meetings of Delegate Districts; rather, such voting shall be conducted in accordance with the CC&Rs and Bylaws.





## Section 5 Enforcement Procedures

### 5.1 Violation Notification Procedure

5.1.1 Violations may come to the attention of the Board through written homeowner complaints (documented by two separate witnesses from separate households) or through visual observations by one or more Board members or by the management company. All homeowner complaints must be submitted in writing (with accompanying witness statement or signature) to the Board in care of the management company, with the complainant's name, address and telephone number, before action will be taken. If a second witness is not available, homeowners may submit a complaint with reasonable proof that an attempt has been made to resolve the matter through verbal or written communication. There will be no exceptions.

5.1.2 With the exception of violations for abuse and trespass of Community Association Property and Common Maintenance Areas, Violations of the governing documents shall be handled as follows:

(a) **FRIENDLY REMINDER**. Upon observation of a violation or receipt of a complainant's letter, the Board may direct the management company to send a Friendly Reminder. The management company may send a written "friendly reminder" to the offending Homeowner of record at the Homeowner's last known address and, if the unit is rented, to the tenant. The Friendly Reminder will describe the general nature of the alleged violation and request correction of the violation by a stated date. Friendly Reminder Notice is a courtesy notice and will not be utilized for egregious violations as determined by the Board of Directors.

(b) **VIOLATION NOTICE**. If the violation is not corrected by the date set forth in the Friendly Reminder, the management company will send a formal written notice of violation to the offending Homeowner of record at the Homeowner's last known address and, if the unit is rented, to the tenant. The Violation Notice will again describe the nature of the violation and request correction of the violation by a stated date. The Violation Notice will also advise that, if the violation is not corrected, the Board may impose monetary fines and penalties and may revoke all membership rights including the use of all facilities at The Oaks Club.

(c) **HEARING NOTICE** If the violation is not corrected by the date set forth in the Violation Notice, the management company will send a Hearing Notice to the Homeowner, inviting the Homeowner to appear before the Board to discuss the alleged violation. The Hearing Notice shall advise the Homeowner of the date and time of the scheduled hearing and of pending enforcement action including, but not limited to, monetary fines and penalties, revocation of membership rights and potential legal action. The Hearing Notice must be sent at least ten (10) days prior to the scheduled hearing.

5.1.3 **HEARING**. Homeowners who do not correct a violation after receiving a Friendly Reminder and Violation Notice will be invited to a Hearing with the Board of Directors. The Hearing will be conducted in an Executive Session of the Board. The Board retains the right to delegate the hearing process to its duly designated Committee.



- 5.1.4 Any determination made by the Board is binding notwithstanding the absence of the Homeowner and/or tenant.
- 5.1.5 If the Homeowner/tenant has corrected the violation, the Board will not impose any monetary fines or penalties and will close the complaint or violation procedure. If the Homeowner/tenant continues to be in violation, the Board will determine what sanctions are appropriate.

## 5.2 Fine Policy

5.2.1 **FINES**. The Board has adopted two fine schedules for violation of the CC&Rs.

- a. For any non-architectural violation, the Board may impose a fine in the amount of \$100.00 and may also rule that additional fines, in accordance with the adopted (graduated) fine schedule stated below, be automatically imposed for each month or for each portion of a month that the violation continues without the need for further hearings on the violation.

**i. Fine Schedule for all Violations of a Non-Architectural Nature**

First violation:	\$100.00
Continued violation after three months:	\$200.00
Continued violation after six months:	\$400.00
Subsequent Fines/Legal Action:	Per Decision of the Board

- b. Due to the importance of compliance with the Community Design Standards, the Board has adopted a separate fine policy for these types of violations. Architectural Violations include, but are not limited to:

- Initiation of improvements without approval
- Failure to submit plans within six (6) months of close of escrow
- Failure to complete improvements within one (1) year of close of escrow
- Violation of any provision contained within the Community Design Standards

**i. Fine Schedule for Architectural Violations**

First violation:	\$200.00
Continued violation after three months:	\$400.00
Continued violation after six months:	\$800.00
Subsequent Fines/Legal Action:	Per Decision of the Board

- c. Due to the community impact caused by homeowners who trespass and damage Community Association Property and Common Maintenance Areas, the Board has adopted an additional fine policy for these types of violations. Please note:

- Homeowners with alleged violations for Community Association Property and Common Maintenance Area trespass and abuse will be called immediately to a hearing. There will be no Friendly Reminder or Violation Notice mailed.
- It is important to note that the fine for trespass and abuse of Community Association Property and Common Maintenance Area may be in addition to any charges for repairing and restoring the damaged community property.



i. **Fine Schedule for Trespass and Abuse of Community Association Property and Common Maintenance Areas**

First Violation:	\$1,000.00
Second Violation:	\$2,500.00
Third & Subsequent Violations:	\$5,000.00

**5.2.2 ADDITIONAL CHARGES.** In addition to fines, the Board may impose on the offending Homeowner additional charges resulting from the violation, including, without limitation, the actual cost to the Association to repair Association property or to correct the violation.

**5.2.3 OTHER PENALTIES.** In addition to monetary fines, for any violation of the Association's governing documents, the Board may determine to suspend the Homeowner's rights and privileges, including, without limitation, the Homeowner's voting rights, the right to use the Association's recreational facilities or any combination thereof.

**5.3 Notice of Discipline**

If the Board imposes discipline on a Homeowner and/or tenant, the Board will provide the Homeowner and/or tenant with written notification of the disciplinary action within 15 days following the action.

**5.4 Continued Violations**

**5.4.1** Following the giving of the Notice of Discipline, the Management Company will verify whether the violation is continuing or reoccurring if the violation is observable.

- (a) If the violation has been corrected, no further fines or penalties shall be imposed, all revoked membership rights will be reinstated and the violation proceeding will be closed.
- (b) If the violation has not been corrected, monetary fines and penalties will continue to be imposed in accordance with the terms decided by the Board and in accordance with the stated Fine Policy.

**5.4.2 NOTICES.** All notices required or sent pursuant to this Enforcement Policy shall be either personally delivered or sent by United States first class mail, postage prepaid, (1) to the offending Homeowner the last known address listed with the Management Company; and (2) to the tenant at the tenant's address within the Association community.

**5.4.3 PAYMENT OF FINES AND CHARGES.** All fines and charges imposed against a Homeowner for a violation of the governing documents will be applied to the offending homeowner's account and will appear on the Homeowner's next statement of account. Any unpaid balances will be subject to additional late fees and charges as set forth on the statement.

**5.5 Appeals**

Each suspended or fined member can appeal disciplinary action within one (1) year of the date of the disciplinary action. An appeal shall be commenced by filing a written Notice of Appeal with the management company. The action imposing the fine or suspension shall then become ineffective until the fine or suspension is reconsidered and approved by the Board of Directors at a regular or special meeting.



## LA COSTA OAKS COMMUNITY ASSOCIATION VIOLATION COMPLAINT FORM

<b>From:</b>
<b>Address:</b>
<b>Phone Number:</b>
<b>Second Witness Name:</b>
<b>Address:</b>
<b>Phone Number:</b>

*If a second witness is not available, then the complaining party may file a complaint with one signature only providing the complaint is accompanied by reasonable proof that an attempt has been made to resolve the issue through verbal or written communication with the violating party.*

**To:** Board of Directors, La Costa Oaks Community Association  
**Subject:** Report of Violation of Association Guidelines/Request for Enforcement

Based on my personal observations, I report the following alleged violation and request appropriate investigation and Board action to enforce the Association Guidelines. I understand that my name and address may not be kept confidential as the party in question has the legal right to question the nature of this complaint.

**Property address of alleged violation:** \_\_\_\_\_  
Carlsbad, CA 92009

Rule (Title and Section)	Specific description of violation (include dates and times, any actions taken by you or other neighbors to notify property homeowner/resident, and what action is necessary for property homeowner to comply with the Guidelines)
_____	
_____	
_____	

**Please mail form to:** ***La Costa Oaks Community Association***  
 c/o Keystone Pacific Property Management  
 16775 Von Karman, Suite 100, Irvine, CA 92606  
 Fax: (949) 833-0919

**Email form to:** [lcomgt@keystonepacific.com](mailto:lcomgt@keystonepacific.com)