

# NEW RESIDENTS WELCOME







# THE OAKS

Community Association

5607 Jackson Valley Road | Lone, CA 95640 | 209-274-6056 | office@theoaksione.com

## ***Welcome New Homeowners and Tenants to TOCA (The Oaks Community Association)!***

The Oaks is a planned community, managed in accordance with our Governing Documents, the Davis-Stirling Common Interest Development Act and the Brown Act.

On behalf of the Association and our Board of Directors, we'd like to extend our warmest welcome and hope that this brief overview helps you navigate a small part of your new Community.

As a member of TOCA, you are welcome, and encouraged to attend, the monthly open ***Board meetings which are typically held on the second Wednesday of each month at 6:00 p.m. at the Clubhouse.*** The exception to this would be if the date interferes with a holiday or special meetings. Dates are posted on our website ([www.theoaksione.com](http://www.theoaksione.com)). These dates are also in our newsletters - The Acorn, which is mailed to you monthly, and The Oak Leaf, which you can pick up in the newspaper stand by the mailboxes each month. We also post sandwich-board signs in front of the office when key activities are occurring as an easy reminder.

You will also find the CC&R's, Rules & Regulations, By-Laws, etc. under "***more***", "***Governing Documents***" on the website, as well as past issues of newsletters, meeting minutes, forms and more on the various tabs at the top of the website. ***Whether you are an Owner or a Tenant, it is important to familiarize yourself with these documents so that you don't unknowingly incur fines or other unwanted or unforeseen issues.*** All Lot owners are subject to annual assessments.

We also operate various committees that are dedicated to improving the quality of life and our HOA (Homeowners Association) within our community. We count on everyone's participation to keep our committees working, fun and help improve quality of life in the community. Volunteers are always needed to bring fresh ideas and assistance, so if you would like to get to know your neighbors or want to help improve your community, we hope you will get involved and come to the monthly meetings, as well as participate in Community Events.

Should you require any additional information or have any questions, please feel free to contact the office, via e-mail or by telephone.

**Please fill out the noted forms and bring, mail or email them to the office at your earliest convenience** so that we have the information we need to manage and communicate with all owners and tenants. **These forms are required before we issue access codes, keys, gate remotes, etc.**

One important thing is to note, ***you must submit a Design Review application to the Board of Directors before any construction, work, or changes are made to the exterior of your home or lot.*** Applications are available on our website under "***Documents and Forms***." This information is subject to change, so always check the website for current documents.

The operations of our Association are conducted by the Board of Directors with the assistance of our General Manager and staff. Please make note of the following contact information:



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Name	Phone Number	Email Address
Susan Cook – General Manager	209-274-6056 + Dail 9	<a href="mailto:gm@theoaksone.com">gm@theoaksone.com</a>

## Helpful information:

### Mail:

- Your mailbox is # \_\_\_\_\_
- Your mailing address is your street address. You do not need to include your lot number in your mailing address, but **PLEASE INCLUDE LOT#** with all checks, inquiries, etc.
- You should have received your mailbox key(s) from the prior owner or landlord, otherwise you will need to contact the Post Office or a locksmith to have the lock changed.

### Trash Service:

- Republic Service call 209.274.2237

### Pool & Spa:

- A key is required for pool access (you can get it from the office with a \$15 deposit)
- The pool and spa are open year- round. No LIFEGUARD on Duty.
- Pool & spa hours:
  - 9:00 am – 10:00 pm is open 14 years and older without supervision.
- See pool area rule posting for more

### Gates:

- Your gate code is 5 \_\_\_\_\_
- At all times the gate will be closed, except during windstorms and special events, and you will need an access code or gate remote to gain entrance.
- Gate remotes are available in the office and require a \$40.00 deposit each, which will be refunded when you bring the remote(s) to the office during normal hours on move out.  
*NOTE: If your remote is not working properly, check the batteries; if it still is not working, please bring it to the office.*
- You will be issued an access code by the office. **DO NOT SHARE** your access code with anyone other than registered residents living with you.
- To open the gates from the drive-up keypad, Push 5, then your four-digit access code.
- To open the gates from the walk-up keypad, Push #, then your four-digit access code.
- Visitors: Your visitors can contact you via the walk-up keypad. Visitors need to use the directory to locate your name, then push “call”. When you receive a call from the directory, push “9” to open the gates for your visitors.

### Utilities:

- Utilities are sub-metered for gas, electricity, and water. All billing (assessments, fines, storage rental fees, etc.) are added to your monthly utility bill.
- Utilities are charged at the same rate as PG&E and Jackson Valley Irrigation District charge to us. The Electric is solar and each lot is given 7500kwh a year at 10.6¢ kwh. We invoice on the 1<sup>st</sup> and meters are read on the 15<sup>th</sup> & 16<sup>th</sup> of each month. Please make sure meters are accessible (gates, etc. unlocked). We



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will have a sign in front of the clubhouse announcing the meter reading days, which are always the 15<sup>th</sup> and 16<sup>th</sup> of every month.

- The Oaks has its own wastewater treatment plant that processes all sewer waste, so please be aware of the limitations of what can be put down the septic system (noted on our website). The Facility Fee (Fac Fee) on your monthly invoice reflects some of our costs for this service.
- You will pay The Oaks directly for all utilities; Gas, Electricity, Water, and Sewer (Facility Fee). You can pay at the office, drop payment in the drop box on wall outside the office, via online portal, or pay through your bank using bill pay. A convenience fee will be charged on all credit card payments.
- Please contact the office immediately with any problems with your utilities.

## **Miscellaneous:**

- If you are a Tenant, you typically need the Owners signature/authorization for most forms, etc.
- The Clubhouse is available for rental, \$25.00 a day, with a \$200.00 refundable deposit.
- We do have limited Storage Rental Spaces available across the street. You will find the application form on the website but call the office for vacancies or to be wait listed first.
- The pond is open to the Community (supervision is required for children under 14).

We hope that this gives you a simple overview of how to initially navigate and enjoy The Oaks. We look forward to getting to know you further. If you have any further questions, ideas, or other things to note, please do not hesitate to contact us.

Sincerely,  
The Oaks Management and Board of Directors

*Note: All information, fees, etc. are subject to change, so please always check the website for current documentation, fees, Governing Documents, etc.*





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## HOUSEHOLD PROFILE

Date: \_\_\_\_\_

Lot#: \_\_\_\_\_

Property Address: \_\_\_\_\_

Name(s) of Owner(s) Reflected on Title: \_\_\_\_\_

Property is    Owner Occupied    ☐    Renter Occupied    ☐    2nd Family Home    ☐

Additional Names of ADULTS Household Members: \_\_\_\_\_

Names and Birthdates of all Minor CHILDREN in Household: \_\_\_\_\_

PRIMARY MAILING ADDRESS to which Notices from the Association are to be Delivered: \_\_\_\_\_

\*\*Primary Phone Number: \_\_\_\_\_ Primary Email Addresses: \_\_\_\_\_

Secondary Phone Number: \_\_\_\_\_ Secondary Email Address: \_\_\_\_\_

☐ Yes, include my primary email for community information and residential account correspondence.

☐ \*\*Yes, include my primary number when receiving text messages from TOCA to communicate events, urgent notifications, and community news. Reply "STOP" at any time to opt-out.

Vehicle Information: (Please list all vehicles within the household)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License #: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License #: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ License #: \_\_\_\_\_

List all Pets - Type, Breed, Color, Name (2 pet limit): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship to Owner: \_\_\_\_\_

Emergency Contact Phone #: \_\_\_\_\_

☐ Membership List: Per CA Civil Code, Owners can request an Owner's (membership) list from Management. Should you wish for your information to be removed from this list, please check this box.

Civil Code requires Owners to annually provide written notice to the association of their preferred delivery method and a secondary delivery method. If a member fails to provide this form annually, the last mailing address provided in writing by the member, or if none, the property address shall be deemed to be the address to which notices are to be delivered.

\*\*\*Any subsequent changes to the information on this form, must be submitted to Management using this form\*\*\*

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SUBMIT COMPLETED FORM TO: [office@theoaksione.com](mailto:office@theoaksione.com)



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## CC&Rs & Rules & Regulations Acknowledgement

This is to serve as notice that I have received a copy of The Oaks Community Association's Rules & Regulations and CC&Rs. I agree that I have read and will abide by all park rules.

**Owner Name:** \_\_\_\_\_

**Park Address:** \_\_\_\_\_ **Lot:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# **RULES & REGULATIONS**

**ADOPTED (8/14/2024)**

## **Introduction**

The “Rules and Regulations” have been created and adopted by the Oaks Community Association per August 14, 2024, Board Meeting in order to administer the Governing Documents and ensure a safe, comfortable living environment for the residents of The Oaks. Nothing in these “Rules and Regulations” is intended to conflict with applicable State or local enactments or the provisions of the Association’s Governing Documents (CC&Rs).

These “Rules and Regulations apply to all lot owners, residents, tenants and guests, and may be amended and modified from time to time by the Board of Directors of the Association pursuant to Civil Code Section 4360. These rules are not intended to be all-inclusive. Matters not covered herein shall be handled in accordance with the Governing Documents and at the discretion of the Board of Directors.

## **I. GENERAL RULES**

1. All residents in the park must be registered with the office within 30 days, including all household members, pets and vehicles. Residents, or Landlords/Owners not ensuring this is done for any of their Tenants, are subject to a \$25.00 a month fine after hearing until registration is fully completed and submitted to the office. All Residents are responsible for providing any registration updates to the office within 10 days of when any prior information becomes inaccurate (for example, residents need to be added, removed, vehicles added/removed, pets added/removed, etc.). Again, should updated registration information is not provided to the office within 30 days of the changes occurring, Residents and Landlords are subject to a \$25.00 per month fine after hearing until updated registration information is provided to the office. All tenant information must be signed off by Owner as well.
2. All public laws and ordinances shall be obeyed, and no acts shall be committed which would constitute a violation, or place the Association in violation, of any of these laws or ordinances.
3. Activity or behavior that causes a disturbance, nuisance, or otherwise disrupts the quiet enjoyment of another is prohibited.
4. Any activity or use of a separate lot that could cause an increase in premium or cancellation of any insurance policy is prohibited.
5. No commercial business other than a small in-home business shall be conducted within the community.
6. “For Sale” signs are limited in size as permitted by law. Only 1 (one) sign is allowed on each property.
7. Christmas lights and any other holiday decorations shall be installed no more than 30 days before the holiday and removed within 15 days after the holiday.
8. Littering anywhere in the community is not permitted.
9. Loitering in the streets is prohibited at all times.

10. All reasonable requests or instructions from staff or employees of the Oaks shall be adhered to.
11. Members using or renting the facilities, including the clubhouse, pool, spa, and RV storage area, must be members in "Good Standing" and current (not more than sixty (60) days delinquent) in the payment of any bills to The Oaks (utilities, RV storage, assessments, etc.).
12. Quiet time in the community are the hours from 10:00 PM to 8:00 AM. Please keep noise to a minimum during this time.

## **II. VEHICLES and PARKING**

1. All vehicles used by owners and or, tenants or guests within the community must be currently registered with the Department of Motor Vehicles and registered with The Oaks Community Association within 30 days of becoming a resident or purchasing a new vehicle.
2. Only motor vehicles as defined by the Motor Vehicle Code shall be parked in a designated parking area on individual lots or community parking areas.
3. All Vehicles operated in The Oaks shall meet registered state Vehicle Code requirements for public street operation, be driven only by a licensed driver, have minimum required insurance, or better, and adhere to all public road laws.
4. Vehicles that are inoperative or not currently registered with the Department of Motor Vehicles shall not be parked anywhere in the community visible from the street.
5. The speed limit for all vehicles in the community is 10 (ten) miles per hour.
6. Major repairs on vehicles, RVs, boats, etc., are not permitted within the community or the RV Storage area.
7. Car Washing may be done in your driveway for your personal vehicles and Members must use a hose nozzle at all times to conserve and to control water run-off into the street.
8. Trailers, campers, boats, etc., shall not be parked on a lot if visible from the street or visible from a neighbor's property.
9. Parking on the street in areas with curbs painted red is prohibited.
10. Overflow Parking" marked by green curb in front of spaces, is intended STRICTLY for overflow Anyone not adhering to these rules is subject to parking fines.
11. "Overflow Parking" shall be limited to a maximum of ONE Overflow vehicles only in ONE parking spaces per household unless prior approval is granted by the Association Management/Office.
12. Overflow Parking, GREEN CURB, shall not be used for longer than 72 hours without obtaining prior approval from the Association Management/Office. Moving a vehicle from one space or lot to another does not restart that 72-hour clock.
13. Parking in front of the mailboxes is limited to 15 minutes.
14. Short Term Parking, WHITE CURB, is limited to 4 hours maximum and intended for use such as while Members are using the Clubhouse and Pool areas.

15. DO NOT PARK in the ORANGE CURB spaces to the right of the office (while facing the office) Monday thru Friday from 6 a.m. to 6 p.m., these spaces are utilized by the office staff.
16. Office, Maintenance and Security staff and vehicles are not subject to any parking or vehicle restrictions during business use due to the nature of their jobs.
17. Parking spaces are color-coded as follows:
  - a. GREEN - Overflow Parking
  - b. WHITE - Common Area Short-Term Parking (maximum 4 hours, except by mailboxes is 15-minute limit)
  - c. ORANGE – Reserved Staff Parking, Monday-Friday, 6 a.m. – 6 p.m.
18. Covered vehicles visible from the street need to be covered by a cover appropriately sized, manufactured and intended for used for vehicles. Tarps or other covers are not acceptable.

### **III. PETS**

1. All dogs must be licensed by Amador County Animal Control. All dogs and cats must be current on all vaccinations and a copy of that registration and vaccination record provided to The Oaks Office within 10 days of occupancy in the park or obtaining a new animal.
2. All pets must be registered with The Oaks Community Association.
  - a. EXCEPTION: fish, caged birds, and small, harmless caged animals such as hamsters, etc.
  - b. Per CC&R's only 3 chickens per household and must be kept in a coop no wandering or free range. NO ROOSTERS allowed.
3. Owners/tenants are responsible for pets of guests.
4. Pets (including but not limited to cats & dogs) shall not cause a disturbance or nuisance.
5. Pets (including cats & dogs) shall be kept on a leash within the community unless within a fenced yard.
6. Pet owners shall be responsible for cleaning up after their pet(s).
  - a. Clean up in the common areas shall be immediate.
  - b. Clean up of owners' own yard shall be not less than once a week.
  - c. For your convenience, several pet clean-up stations are located within the community.
7. Not more than 2 (two) pets are allowed per household. The 2 (two) pets shall only be either: 2 cats, 2 dogs or a combination of 1 cat & 1 dog. If you are a tenant, your rental agreement must allow for pets, or you will be asked to remove them from the park/residence.
8. Pets are not allowed in the Fishing Pond area.
9. Should a pet have a litter of puppies or kittens, the puppies or kittens shall be removed from the property within 60 (sixty) days of birth.

10. The maximum dog size allowed is 24 inches at shoulder height.
  - a. EXCEPTION:
    - i. properly designated assistance animals, and
    - ii. dogs acquired prior to January 1, 2003.
11. Any pet deemed to be aggressive pursuant to evidence provided at a noticed hearing will not be allowed to stay in the community and will be reported to Amador County Animal Control. The Board is authorized to require dogs found to exhibit aggressive or dangerous behavior to wear a muzzle while in the Common Area until a further determination is made by the Board as to whether the pet will be allowed to remain in the community.

#### **IV. ALL COMMON AREAS (LOT C) AND THE RV LOT**

All areas not identified as member lots

1. **GENERAL: All areas.** Use is restricted to REGISTERED owners and residents in good standing and their guests.

EXCEPTION: the mailbox area is for the collection of mail only.

- a. The use of bicycles, roller skates, roller blades, skateboards, scooters, or any other similar wheeled equipment is strictly prohibited.
- b. All bicycles must be placed in bike racks.
- c. Smoking is prohibited except in areas posted as designated smoking areas.
- d. Underage (21 or younger) smoking is prohibited
- e. No radio, stereo, tape player, CD player, or other similar devices shall be used in the outside areas unless such devices are used in conjunction with headphones or earpieces in a manner which prevents other users of the same areas from hearing the sounds from the devices.
- f. Outside areas must be reserved for private functions.
- g. No pets allowed, other than properly designated assistance animals.
- h. No obscene or vulgar language is allowed.
- i. No reckless, boisterous, or violent behavior is allowed.
- j. No G-string/thong bikini bottoms allowed in the common area
- k. No alcohol consumption in the common area

##### **2. POOL and SPA AREA**

- a. The pool and spa are open year-round.
- b. Pool hours are 9:00 AM to 10:00 PM for general swimming.
- c. No smoking, including electronic or vapor cigarettes, allowed in the pool area.
- d. All persons requiring diapers or incontinence products must wear diapers or other incontinence products approved for swimming. Regular diapers or incontinence products are banned.
- e. No one under the age of 14 shall be permitted into the pool area without adult supervision. Siblings over the age of 16 may supervise younger siblings with written permission, to be filed with the office on an annual basis.

- f. No one under the age of 14 is allowed in the spa.
- g. Absolutely no glassware is allowed in the common areas, including the pool and spa areas.
- h. No food allowed in the pool and spa area.
- i. Only approved swimwear shall be worn in the pool or spa, no cut-offs, t-shirts, etc. as they damage our filters.
- j. No hair clip or pins made of metal shall be worn in the pool or spa, nor any sharp objects of any kind be allowed in the pool area, playground, etc. at any time.
- k. No horseplay, running, diving, jumping, or throwing others into the pool or spa is allowed.
- l. No obscene or vulgar language is allowed, and this will be a basis for being banned from community areas after hearing.
- m. No lifeguard is provided. Use of pool/spa is at the user's own risk, regardless of any pool attendant who may be on site.
- n. No wet swimsuits are allowed in the clubhouse. Prior to use of the restroom facilities, please towel-dry to avoid damage to the carpeted area.
- o. Any and all additional or temporary rules posted after adoption pursuant to Civil Code Section 4360 will be enforced.

### **3. CLUBHOUSE**

- a. The clubhouse may be reserved for a private party by members who are currently considered to be members in "Good Standing" and current (not more than sixty (60) days delinquent) in the payment of any bills to The Oaks (utilities, RV storage, assessments, etc.), and as long as the rental does not interfere with the general use of the residents. The party reserving the facility must sign a user agreement and pay the required rental fee and security deposit.
- b. Anyone under the age of 12 must be accompanied by an adult.
- c. No wet swimsuits are allowed in the clubhouse. Prior to use of the restroom facilities, please towel-dry to avoid damage to the carpeted area.
- d. Bicycles, skateboards, skates, scooters and like transportation are not allowed anywhere on the sidewalk areas.

### **4. MAILBOX AREA**

- a. Absolutely no loitering is permitted in or around this area.
- b. Bicycles, skateboards, skates, scooters and like transportation are not allowed in the mailbox area.
- c. If mail delivery is in progress, residents will not be permitted access to their mailbox until mail delivery is complete.

### **5. FISHING POND**

- a. Anyone under the age of 14 must be accompanied by an adult and have a signed permission slip from a parent or guardian.

- b. Anyone between the ages of 14 and 17 must have a signed permission slip from a parent or guardian.
- c. All trash, garbage, and debris must be removed.
- d. No swimming is permitted in the pond.
- e. No boats or any other type of flotation devices are allowed in the pond.
- f. No vegetation can be removed from around or near the pond.
- g. No pets allowed in the pond area.
- h. There are no restroom facilities near the pond, and you are not to use outdoor areas as a restroom.
- i. No lifeguards are on duty; all users of the facilities use at their own risk.
- j. Access is allowed from 1 hour before sunup to 1 hour after sundown.
- k. Do not leave any bait or fishing hooks or lines on the shore.
- l. Shoes should be worn at all times.
- m. Personal flotation devices (life jackets) must be worn if fishing from the dock.
- n. Do not drink the pond water.
- o. Pond fishing is catch and release only.

## **V. LOT MAINTENANCE**

1. The CC&R's, Bylaws and Architectural Guidelines should be thoroughly reviewed for detailed governance guidelines, these are just an overview.
2. Lots and all improvements thereon must be maintained in a neat, clean, sanitary, and with no visible deterioration.
3. All areas visible from the street, other than driveways, must be landscaped, and all landscaping must be kept healthy and neatly maintained. Landscaping is defined as anything other than dirt or weeds. Originally engineered slopes may have natural growth not to exceed 4 inches.
4. Grass/Weeds are not permitted to grow-up through rock/bark landscaping.
5. Members are to keep lots free and clear of all weeds, debris and rubbish (including rubbish dumped by others), and must keep all shrubs, trees, grass and plantings of every kind neatly trimmed, watered, cultivated and free of weeds and other unsightly material.
6. Corner lots and lots where road signs exist must keep vegetation trimmed as to not obscure visibility of the intersection or posted signs.
7. Trash must not be kept in or on any portion of the lot other than an appropriate trash can with lid.
8. Members must prevent their lots from becoming unsightly by reason of deterioration of paint or other materials.
9. All items such as tools, equipment, furniture (other than appropriate patio furniture) appliances etc., must be stored so the items are not seen from the street or neighboring lots.
10. Trash cans must be stored at the rear of the carport/driveway, in the garage or behind a privacy screen/fence.

11. Trash cans must be put out for pickup no earlier than the day before and must be put away (as described in #9) no later than the day after trash collection.
12. Failure to maintain the lot at acceptable standards, as determined by the Board of Directors, will result in enforcement as allowed by law & the Association's Governing Documents (CC&Rs, Architectural Guidelines), and these "Rules and Regulations."

## **VI. RULES FOR GREEN WASTE PICKUP**

1. Green waste is picked up by staff each Friday and Monday, except during periods of rain when the field is inaccessible:
2. Green waste must be contained either in bags or containers. If containers are to be returned, they must be identified by either the lot number or physical address.
3. Green waste must be out for pickup no later than 8 a.m. on pickup days.
4. Green waste is yard debris only.
5. No dirt in the weeds- please shake out dirt before bagging.
6. No animal waste.
7. No trash.
8. If the above noted rules are not followed your green waste will not be picked up. You will need to correct the issue and place it out for pickup on the next scheduled green waste pickup day.
9. Periods of suspended green waste pickup is not an excuse for not maintaining your lot.

## **VII. RULES FOR PERSONAL USE OF GENERATORS**

1. The use of personal generators will be allowed under the following considerations:
2. Generators can only be placed in use during an emergency and while the electrical power is off.
3. Generators must be located and vented safely allowing exhaust to be vented away from all other residences.
4. Before using and placement of a permanently installed generator, the homeowner must obtain board approval.
5. The generator must operate at an acceptable noise level.
6. Generators load level must not exceed manufactures specifications.
7. Electrical cords must be properly sized for the individual Generator.
8. Electricity from permanently installed generators must not flow or back-feed into external power lines.
9. In addition to Board approval, Homeowners who choose to permanently install generators are responsible for obtaining any required permits from State and Local agencies.

## **VIII. SAFETY RULES**

1. Residents and guests of all ages must always follow bike safety rules while riding inside the park including, but not limited to: wearing a bike helmet, not wearing headphones

while riding, riding on the correct side of the road, riding at a safe speed, being aware of parked and moving cars, etc.

2. "Riding" pertains to any form of transportation other than a legally registered vehicle: bicycle, scooter, skateboard, hoverboard, electrically powered vehicles, etc.
3. Climbing and hanging on fences or trees is strictly prohibited.
4. Residents, tenants, and guests must always be respectful to those in the Community, to the Oaks employees, and management. Cursing is not permitted. The purpose of this rule is to remind residents to be respectful of staff, as we also require our staff to be respectful to Members, their family, and their Guests.
5. Children without the ability to make good judgment calls must be supervised by an adult at all times in the common areas.
6. Management and employees have the authority to redirect and immediately suspend anyone acting inappropriately or in an unsafe manner. Management and employees hold the right to immediately suspend any person from the use of the common area until further investigation for the safety of the community.

## **IX. RULES FOR FIREPLACES AND OUTDOOR BARBEQUES, HEATERS, AND OTHER HEAT PRODUCING APPLIANCES**

1. All indoor and outdoor fireplaces, heaters, cooking appliances and other heat producing appliances should be inspected annually for safety and proper airflow.
2. Household members should be knowledgeable as to how to properly start and stop a fire and what action to take in case of an emergency.
3. Indoor Fireplaces
  - a. Only the listed items are authorized for indoor burning:
    - i. Season Wood
    - ii. Untreated Wood
    - iii. Commercially Manufactured Fire logs and Pellets
    - iv. Natural Gas or Propane
4. Outdoor Appliances:
  - a. Outdoor appliances are limited to commercially manufactured Barbeques, smokers, heaters, above ground or tabletop fire pits, and other similar appliances which are designed to use commercially manufactured materials as a combustion source such as:
    - i. Propane
    - ii. Pellets
    - iii. Natural Gas
    - iv. Charcoal
  - b. Appliances should be placed a safe distance from structures and not directly under awnings or other overhangs.
  - c. Appliances should be placed on a level surface area.
  - d. Appliances while in use should not be left unattended.
  - e. No outdoor open wood or other combustible fire



**X. HOME INSTALLATION AND REMOVAL** (SEE CC&R's and Architectural Guidelines)

1. All homes and accessory structures and buildings including, awnings, skirting, carports, porches, storage sheds, fencing, and gates must be approved in writing by the Association before being installed on individual sites.
2. Upon removal of a home the lot must be left in a level, bare, and clean condition.
3. The property owner is responsible for obtaining any permit(s) required by The California Department of Housing and any other state or local authorities.
4. Members seeking permission to install or remove a home must currently be "In Good Standing" and current (not more than sixty (60) days delinquent) in the payment of any utilities and assessments.

**XI. ARCHITECTURAL RULES AND DESIGN REVIEW** (SEE Architectural Guidelines)

1. No exterior additions, modifications or alterations of any kind shall be made without prior written approval by the Association. This does not apply to maintenance or replacement of "like-kind" items such as repainting a home exactly the same color or replacing a shrub with a similar one.
2. A "Design Review Request" must be submitted and approved prior to commencing any work.
3. All homes are subject to architectural approval of, but not limited to, the following criteria:
  - a. Size of home
  - b. Type of siding
  - c. Roofing material
  - d. Awning and railings
  - e. Skirting
  - f. Storage buildings
  - g. Fencing and gates
  - h. Landscaping
  - i. Removal of trees
4. Roof or window-mounted "swamp" coolers &/or air conditioners are not permitted if they can be seen from the street.
5. The property owner must obtain any permit(s) required by The California Department of Housing or any other governing authority before beginning any work.
6. Members must be members in "Good Standing" and current (not more than sixty (60) days delinquent) in the payment of any balances due to The Oaks, such as utilities, RV storage, assessments, etc. before consideration of a design review. The exception is for corrective actions requested by the Board, Committee or Staff.

## **XII. ENFORCEMENT of MONETARY FINES &/or SUSPENSIONS & REVOCATION of PRIVILEGES**

1. It is important that all members and residents adhere to the community's Governing Documents in order to preserve and enhance property values. In accordance with the California Civil Code, the Oaks Community Association Board of Directors has adopted a Rule Enforcement Policy. This policy is to help ensure compliance with the Association's Governing Documents, including the "Rules & Regulations", and Architectural Guidelines.
2. Management will notify the owner, and if applicable, the tenant, of the nature of the alleged violation. If the alleged violation is one for which a warning has been identified as the first applicable step, such a warning with the proposed corrective action shall be contained in the notice. For all other alleged violations, the notice shall provide the nature of the alleged violation, the date, time, and location of the hearing with the board to address the alleged violation and inform the owner that discipline and/or fines may be imposed. The owner has the right to attend the hearing either in person, or by submitting a statement and evidence in writing for consideration. The hearing will be held whether the owner is present or not. If the board determines that disciplinary action and/or fines are appropriate after hearing, notice of the board's decision shall be provided within 15 days of the decision.
3. For a detailed list of The Oaks fees, please see our Collection Policy and Schedule of Fees posted on our website at [www.theoakscommunityassociation.org](http://www.theoakscommunityassociation.org), or request a copy from the office.

## **XIII. ELECTION AND VOTING RULES:**

1. Candidate Qualifications, Nominations & Removal – Please refer to current Election Rules posted on our website at [www.theoakscommunityassociation.org](http://www.theoakscommunityassociation.org) or request a copy from the office.



# The Oaks Community Association

5607 Jackson Valley Road • Lone, CA 95640-9629

Phone 209-274-6056 Fax 209-274-6058

## THE OAKS COMMUNITY ASSOCIATION

### COLLECTIONS POLICY

**ADOPTED (9/11/2024)**

This notice outlines some of the rights and responsibilities of the Owners of property and of the Members in common interest developments and the associations that manage them per current State and Federal laws, including the Civil Code and the Davis-Stirling Act, as applicable and all of which will prevail if in conflict with any stated policy of the Oaks.

**DISPUTES ARE HEARD ON THE SECOND WEDNESDAY OF EACH MONTH FROM 5:30PM TO 6:00PM. YOU MAY ATTEND THE HEARING MEETING FOLLOWING THE DATE OF THE VIOLATION NOTICE. IF YOU CANNOT ATTEND THAT HEARING MEETING CONTACT THE OFFICE.**

**CONTACT THE GENERAL MANAGER TO DISCUSS A PAYMENT PLAN IF THERE ARE FINANCIAL CONCERNS.**

The following policy and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended as required by law, the governing documents and the Board of Directors.

Member rights and privileges may be impacted and suspended by the Board if a Member does not resolve delinquent account balances, as outlined in the governing documents, and as allowed by law.

Therefore, pursuant to The Oaks governing documents and Civil Code Section 5600 of the Davis-Stirling Common Interest Development Act, the following is a summary of The Oaks Community Association Collection Policy:

- 1) **Annual Assessments (HOA assessment)** – Levied annually at the start of the Fiscal Year on January 1 and may be paid in monthly installments (which is how invoices are issued) or may be pre-paid for any period. Installment payments are due on the first of each month and delinquent after the 15<sup>th</sup> of each month.
- 2) **Special Assessments** – Due on receipt, delinquent 15 days after invoice date.
- 3) **Utilities (considered a Utility Assessment, even though based on use)** – Due on receipt, delinquent after the 15<sup>th</sup> of each month, and subject to a late fee of \$10.00 or 10%, whichever is greater, after the 15<sup>th</sup>, and finance charges, may be applied after 30 days from invoice date if not paid. Utilities are subject to termination of services due to non-payment 45 days after invoice date, or when the utility portion of total bill exceeds \$500.00, whichever comes first. Please see fees and additional Utility information for more on Utility Service Discontinuance and Restoration, including Security Deposits.
- 4) **Late Fee** - If payment of Assessment, Special Assessment, RV Space Rental, etc. are not received in full by the delinquency date, a late fee of \$10.00 or 10%, whichever is greater, of each unpaid invoice may be assessed after the 15<sup>th</sup>, unless a Promise-To-Pay form (hereinafter called PTP form) has been received by the invoice due date. Late fees do not apply to Fines.



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5) **Interest** – If payment is not received in full by the 30<sup>th</sup> day from invoice date, interest at the rate of 12% per annum (1% per month) may be added to the open balance of each invoice and applied each month it remains unpaid. Interest will not compound and will be assessed on open invoice principal balance only. Interest does not apply to Fines.

6) **Certified Mail** – Collection Warning and/or Delinquent Notice – Certified mail fee may be added to the account when Member has outstanding balances on their account (all types of charges) more than 60 days past due and The Oaks sends out a collection warning letter and statement.

7) **Promise-To-Pay Agreement** - You can request a Payment Plan by calling the office and proposing a payment plan. The General Manager has the authority to approve plans that will pay-off all delinquencies in less than 3 months, in addition to commitment to keep new invoices paid current. If the proposed payment plan will exceed 3 months, the proposal must be approved by the Board. If you are a tenant, the lot Owner must also counter-sign any Payment Plan before it will be accepted.

The monthly interest charges will cease with receipt of the first Payment Plan installment payment. Payment must be received by the end of each month to avoid the 1% interest charge posted on the first (1st) of each month. The Association will NOT send you a reminder to pay each month and is not responsible for mail delivery. Payment is due regardless of if you receive an invoice or not.

PLEASE NOTE: Verbal promises to pay will not be accepted, nor does a Payment Plan prevent The Oaks from proceeding with recording of a lien. All Payment Plans are immediately nullified if not adhered to on new/current charges or past due balances.

The Board meets the second Wednesday of the month from 5:30pm to 6:00pm for hearings if you would like to appear in person to discuss your case. You do not have to request a hearing. Please attend the hearing meeting following the date of your invoice. If you cannot attend that hearing, please contact the office.

8) **Collection, Lien and Foreclosure Processing Fees** - Once the account is verified to be delinquent, and the Member has not contacted The Oaks to work out a Payment Plan, or they have defaulted on a Payment Plan, the Board will review the file and may vote to turn the account over to a Collection Agency, Attorney, Small Claims or other resources for processing. Additional Certified Mail, Collection Processing Fees and Legal fees may be added to your account as services are incurred and as allowed by law.

9) At the point your case is sent to an agency, all further communications must be directed to the agency and not The Oaks. Owners will be responsible for all collection fees in addition to what is owed to The Oaks. The Oaks Board has the right to direct the agency to pursue collection of any delinquent balance through a Small Claims Action and/or Foreclosure or other, as allowed by law. Utilities must continue to be paid to The Oaks monthly, or you may be subject to Utilities shut-off.

10) **Your Rights & Obligations** - The homeowner(s) have the right to dispute the validity of the charges assessed or the Fair Debt Collection Practices by attending the first hearing meeting scheduled after the date of the invoice. Hearings are scheduled the second Wednesday of each month. If you are unable to attend the meeting scheduled after the date of the invoice, contact the office of The Oaks Community Association.



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11) **Small Claims Action** - When the past due amount owed to the Association is delinquent, a small claims action may be filed against you in Amador County Superior Court and a Collection Processing Fee may be applied to cover the preparation, time, and administrative costs, in addition to court filing and/or any other costs incurred.

12) **Foreclosure of your Property** – The Association has the right to conduct a non-judicial foreclosure against your property if your past due assessments are \$1,800 or more in amount or more than 12 months delinquent and are secured by a lien. (See Section 5720 of the Davis-Stirling Common Interest Development Act.). Lien recordings are not subject to these thresholds.

13) **Other Fees/Charges** – See Current Schedule of Fees, (Attachment A) and Current Schedule of Fines, (Attachment B).

## SCHEDULE OF FEES COLLECTIONS POLICY - ATTACHMENT A

ITEM	CHARGE
<b>TRANSFER FEE BUNDLE – CHANGE OF LOT OWNERSHIP</b>	
Answer Escrow Forms (and follow up on closing)	\$45.00
Welcome Packet	\$20.00
In Office Orientation	\$30.00
Update Member File (new Deed, contact info, etc.)	\$45.00
Close Old Member File (and send any final statement to old owner new address)	\$30.00
Update Security	\$30.00
Inspect Meters and Do Property Audit (reads, violations, maintenance)	\$45.00
Statement of Assessments	\$30.00
<b>TOTAL TRANSFER FEE BUNDLE</b>	<b>\$275.00</b>
<b>MOVE IN BUNDLE – CHANGE TO TENANT/RENTER or OWNER with SIMPLE TITLE CHANGE</b>	
Update Tenant File (copy of new contact info, copy of rent/lease agreement from owner)	\$15.00
Close Old Tenant File (and send any final statement to old owner new address or lot owner)	\$15.00
Update Security	\$15.00
Inspect Meters and Do Property Audit (meter read, violations, maintenance)	\$35.00
Welcome Packet	\$20.00
<b>TOTAL MOVE IN BUNDLE (also used for name change only, within family (due to death, marriage, divorce, etc.), no escrow involved)</b>	<b>\$100.00</b>
<b>Non-Sufficient Funds (NSF) – Returned check Fee</b>	<b>\$35.00</b>



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<b>Unregistered Resident, Owner, Tenant, Vehicle, Pet, etc.</b> within 30 days of move-in, change to this information (will apply to both Owners and Tenant accounts in the case of rentals)	\$25.00/month until full registration completed
<b>Pool Key</b>	\$15.00 deposit per key
<b>Gate Remote</b>	\$40.00 deposit per remote
<b>Late Fee on Assessments</b> (regular & special), Due on receipt, delinquent and late fee applied after 15 <sup>th</sup> of each month, per monthly Assessment or Special Assessment billed and not paid (all payments will first be applied to the oldest open assessment invoice, so if current invoices remain unpaid, late fees and finance charges may still be applied)	10%
ITEM	CHARGE
<b>Interest charge on unpaid Assessments</b> (regular & special), applies after 30 days past due, billed monthly on delinquent assessments, special assessments, legal fees, etc. as allowable by law (applied on original bill amount, not compounded)	1%/mo (12% annual)
<b>Variable Utility Assessment Late Payments</b> – due on receipt, delinquent if not paid by the 15 <sup>th</sup> , late fee applies after the 15 <sup>th</sup> , finance charges apply after 30 days from invoice date (applied on original bill amount, not compounded)	\$10 or 10% late fee (whichever is greater), then 1% (12% annual) finance charge
<b>Collection or Legal Processing Fee</b> (charged at time file sent to outside agency)	\$50.00
<b>Meter re-read fee</b> (if your gate is locked, dogs not secured, etc. that prevent meter reading from occurring and we have to send out again after more than 1 prior warning)	\$25.00
<b>Utility Reconnection Fee</b> – during business hours ( <b>this fee may be applied at the time we dispatch someone to turn off utilities, regardless of if you run to the office and pay while that is occurring, that is already too late</b> )	\$60.00
<b>After Hours Utility Reconnection Fee</b> – if available and requested after normal business day/hours (in addition to standard Reconnection Fee above)	\$45.00
<b>Utility Credit Deposit</b> – Calculated based on Average Utility bill for the property over the last 12 months, divided by 12, multiplied x 2. Utility Deposit will be required for all new residents, unless you have guarantor agreement from a resident in The Oaks who has lived in The Oaks for more than 12 months and had no late payments in preceding 12 months, or can provide letter from prior utility, on their letterhead, showing on-time payments for preceding 12 months. Security Deposit billing/requirement will also be implemented for residents if you receive more than 2 shut-off notices, or would have been subject to them, in any 12-month period, and must be paid, along with past due utilities, once shut-off has been done, before utilities will be reconnected)	Variable by lot based on utility billing history



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<b>Tampering with meters</b>	Min. \$500.00 per occurrence
<b>Certified Mailing Fee</b> each occurrence and per address of all individuals on title and Tenants	\$ = amount charged at Post Office
<b>Clubhouse Rental</b>  *The Oaks may donate space at their discretion, with priority given to residents with advance reservations, for outside community activities as approved by the Board, at no cost.  Note: Any requirement for prior day set-up, access will be billed as an additional rental day	Resident \$25.00 per day, \$200.00 cleaning deposit.  Non-Residents * \$200.00 per day, \$200.00 cleaning deposit
<b>ITEM</b>	<b>CHARGE</b>
<b>RV Space Rental – Monthly</b>	\$30.00 to \$40.00/month (see office for current monthly rental charge)
<b>RV Space Rental – Security Deposit</b> (refundable if all space rental paid in full and space cleaned out by move out date to as-obtained condition)	\$ = 2 x monthly space rent
<b>CC&amp;R's, Rule &amp; Regulations, etc. Fines for Violations</b>	Up to \$ 100.00 per violation after min. 15 days, max 30 days (see notice deadline date) after notice and opportunity to request hearing, then \$20.00 daily fine 15 days after that initial fine if still not resolved/corrected
<b>Copies/printing</b>	.10/cents per page
<b>Fax</b> – applies to both outgoing and incoming faxes	.25 cents a page
<b>Convenience Fee</b> (credit card processing fee)	Charged at rate processor charges us



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## SCHEDULE OF FINES COLLECTIONS POLICY - ATTACHMENT B

See full details in The Oaks governing documents, specifically Rules & Regulations

### ENFORCEMENT of MONETARY FINES &/or SUSPENSIONS & REVOCATION of PRIVILEGES

1. It is important that all members and residents adhere to the community's Governing Documents in order to preserve and enhance property values. In accordance with the California Civil Code, the Oaks Community Association Board of Directors has adopted a Rule Enforcement Policy. This policy is to help ensure compliance with the Association's Governing Documents," Rules & Regulations", and Architectural Guidelines.
2. Management will notify the owner and if applicable, the tenant, of the nature of the violation, and of the corrective measures necessary to correct the violation. If the Owner/Tenant dispute the violation, they have the right to attend a hearing to dispute the violation. Hearings are scheduled the **SECOND WEDNESDAY OF EACH MONTH**. Please attend the first scheduled hearing after the date of the invoice. If you cannot attend this hearing date, contact the office to reschedule for the next hearing date. A notice of the decision will then be sent. If the violation is upheld, the violation must be corrected within 30 days of the violation date. Major violations, those that are estimated to be \$1K or more to correct the violation will be allowed up to 90 days to correct the violation but need to submit a plan of action for the completion with anticipated dates. Any uncorrected violation, or recurrence of the same violation within a 12-month period is subject to a fine of up to **\$100.00 per occurrence**. **After 15 days** from the date the initial \$100 fine was assessed, should the violation remain uncorrected, additional daily fines may be assessed at a rate of **\$20.00 per day**. **It will be up to the Member to contact the office to request Violation re-inspection once they deem it corrected so that we may confirm resolution/correction and cease the levying of fines if we concur.** At the discretion of the Board, Management can correct or cause to be corrected the violation, including entering the lot with the Member's permission in accordance with CC&R's 3.10. If necessary, with 5 calendar days' notice by first class mail or email, The Association may utilize the CC&R's Right Of Entry Article 11, to enter the premise without consent. The member will be responsible for all expenses incurred and a Reimbursement Assessment charged.
3. Violation of parking rules is subject to a fine of up to **\$100 per occurrence**. Typically, you will receive one courtesy notice, then a fine of \$25.00, then \$100 per occurrence for repeated parking violations by the same Lot/Owner/Tenant. If the Owner/Tenant dispute the violation, they have the right to attend a hearing to dispute the violation. Hearings are scheduled the **SECOND WEDNESDAY** of the month. Please attend the first scheduled hearing after the date of the invoice. If you cannot attend this hearing date, contact the office to reschedule for the next hearing date.





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4. Resident, Vehicle and/or Pet registration not completed - \$ 25.00 per month until provided
5. Violation of Section IV rules is subject to the following:
  - a. Misbehavior .....15-day suspension & revocation of privileges
  - b. Boisterous /violent behavior ..... 60-day suspension & revocation of privileges
  - c. Violation of Suspension .....longer suspension & revocation of privileges
  - d. Violation of a 60 to 90-day suspension will result in an **automatic \$100.00 fine** to the owner/tenant, in addition to another 90-day suspension. In the event the violation was committed by a minor, the parent/guardian, or if guest, the owner will be notified in writing of the infraction and resulting suspension and or fine.
6. Tampering with meters will result in a fine of **not less than \$500.00 per occurrence**. Meter tampering means doing anything that causes the meters to run slower or not at all. It also includes anything that is used to divert electricity, gas or water from around the meters. Meter tampering is theft of utilities from your neighbors and the rest of the Community and is considered a criminal offense. Anyone suspected of meter tampering will be reported to the Amador County Sheriff's Office and the Amador County District Attorney for prosecution.
7. An owner who receives a notice of suspension and or a fine has the right to attend a hearing to dispute the suspension. Hearings are scheduled the second Wednesday of each month from 5:30pm to 6:00pm. You should attend the next hearing after the date of the invoice or notice of suspension. During the violation hearing members have the right to present testimony and produce witnesses.