

**ABRIDGED ASSOCIATION POLICY
CAPITOLA KNOLLS HOMEOWNERS ASSOCIATION**

RULES OF CONDUCT

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**CAPITOLA KNOLLS HOMEOWNERS ASSOCIATION
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I. GENERAL POLICY:

Living in a planned community development offers many advantages but may also impose some restrictions. Maintaining an attractive appearance of the units, harmonious relations with your neighbors and providing a safe and healthy environment are also a very important part of our community. The Rules of Conduct represent some basic guidelines for resident activity and property use. They have their basis in the Covenants, Conditions and Restrictions (C.C. & R's) and decisions/resolutions of the Homeowner Association Board of Directors.

II. DEFINITIONS:

- **Unit:**
Dwelling space that consists of the inside walls including the door and windows.
- **Common Area:**
Lawns, sidewalks, streets, laundry rooms, refuse areas and all that is not classified as part of a specific unit.
- **Restricted Common Area:**
Common area that is set-aside for use by a specific unit resident(s), building residents or the Homeowners Association only.

Unit #4 Resident:

Balcony
Stairway

Building Resident:

Laundry Room
Refuse Area
Carport/Apron
Decks, Patios
Pool & Spa
Mailbox

Homeowners Association:

Flowerbed Area
Roofs, Attics
P.G.& E. Meter
Maintenance Yard
Pool Pump Room

III. GUIDELINES FOR GENERAL USE:

- A.** The units shall be occupied and used by the respective owners as a private dwelling for the owner, his family, tenants and social guests and for no other purpose. Capitola Knolls is a residential area and as such, no business, occupation or service is allowed to operate on the grounds. No unit shall be used in such manner as to obstruct or interfere with the enjoyment by residents of other units or annoy them by unreasonable noises, nor shall any nuisance or illegal activity be committed or permitted to occur.
- B.** The respective units shall not be rented by the owner for transient or hotel purpose, which shall be defined as (a) rental for any period less than 30 days, or (b) any rental if the occupant of the unit is provided customary hotel service other than the foregoing obligation. The owner of the respective unit shall have the right to lease said unit provided that the lease is made subject to the covenants, conditions, restrictions, limitations and use contained in the C.C. & R's (Section 4.02) and Bylaws

IV. GUIDELINES FOR COMMON AREA USAGE:

A. Animals & Pets:

- No animals, reptiles or birds of any kind shall be raised, bred or kept in any unit or common area for commercial use or purpose.
- No more than two small household pets may be kept in a unit.
- Santa Cruz County Leash Laws apply at Capitola Knolls. Pets must be maintained within the resident's unit and must be on a leash when outside. Pet owners are responsible to clean up after their pets per County Ordinance.
- No pet (dog, cat or other animal) is to be tethered on any common area.
- Any pet causing or creating a nuisance and/or unreasonable disturbance is subject to removal from Capitola Knolls.

B. Skateboarding:

- Consistent with Municipal Code of the City of Capitola, Section 12.52.010, no skateboarding is allowed under any circumstances at Capitola Knolls.

C. Bicycling:

Bicycling is allowed only on the streets of Capitola Knolls, not on the sidewalks.

D. Pool Area:

The pool area will normally be open during the months of April to October from 8:00am to 10:00pm. The pool area is closed regardless of time when the entry gate is secured by chain and padlock.

- There is no lifeguard on duty and those using the pool do so at their own risk.
- Children under 14 years of age, by State Law, must be accompanied by an adult 18 years of age or over.
- Entry to the pool area is subject to lock and key. The pool keys are the property of Capitola Knolls Homeowners Association and are issued for your use. A Replacement key costs \$50.00 and is issued only to the unit owners. Violations of the pool rules and regulations may result in confiscation of the pool key and use restriction.
- Non-residents may use the pool only if a sponsoring resident accompanies them. Since the size of the pool is limited, the number of guests may be limited if the need arises.
- Separate pool rules will be distributed to all owners and residents each year concurrent with the opening of the pool.

E. Garage Sales:

Due to the limited visitor parking spaces, garages sales are not allowed.

F. Outdoor Furniture:

Outdoor furniture (tables, chairs, barbecues, umbrellas, etc.) may be kept in front of a unit only if a deck is provided. Outdoor furniture is permissible without a deck only when in use. When not in use, it must be stored inside units or in carport storage closets or cabinets.

G. Hose Storage:

Hoses are to be stored in carport storage closets or cabinets when not in use. Hoses left attached to the hose bibs when not in use may be removed without notice.

H. Common Areas:

- Storage of children's toys, barbecues, pet bowls, or any other item is not allowed.

V. GUIDELINES FOR CARPORT USAGE:

A. Parking

Parking is authorized in the unit assigned carport, carport apron and designated parking spaces only. Vehicles parked in other than assigned or designated spaces are subject to removal at the owner's expense. Cars parked along the streets or in other areas posted "**Fire Lanes – No Parking**" are subject to tow away without notice. Vehicle rules apply to motorcycles.

B. Unauthorized vehicles

Mobile homes, large recreational vehicles, boats, trailers or any commercial vehicle larger than a standard pick-up and/or one that is not used for personal transportation shall not be parked at Capitola Knolls.

C. Inoperable vehicles

All vehicles must be kept in running order. No inoperable vehicle may be stored on or in carports, aprons or common parking areas. If an inoperable vehicle is found in any of the above noted areas, the car will be ticketed. If the car is not made operable or removed from Capitola Knolls within 72 hours, the vehicle will be towed at the owner's expense. An inoperable vehicle is defined as: (1) one having one or more flat tires, (2) mechanically inoperable, (3) tire has been marked indicating vehicle storage or abandonment, (4) expired registration, or (5) any other visible sign that the vehicle is inoperable.

D. Oil Drippings

Oil dripping in the carports and aprons from motor vehicles is not allowed. Oil drippings must be cleaned up immediately. Violations of this guideline are subject to clean up by the Association without notice with clean up costs charged to the unit owner. Metal drip pans are allowed – cardboard is not.

E. Vehicle Repair

Major vehicle repair is prohibited. Major repair is defined as any repair, which renders the vehicle inoperable for more than one hour. Inoperable vehicles are subject to removal at the owner's expense as outlined in Section C.

F. Guest Parking

Parking is allowed in guest parking spaces for no more than 72 hours. Vehicles in violation are subject to ticketing and removal at the owner's expense.

VI SATELLITE DISH ANTENNAS AND CABLE WIRING POLICY:

A. This document sets forth the Capitola Knolls Homeowner policies for the installation and maintenance of satellite dishes, MMDS antennas, television antennas, fixed wireless signals, e.g. high speed Internet and cable TV wiring within the Association condominium project, pursuant to Section 207 of the federal Telecommunications Act of 1996, where applicable, and the Homeowner's CC&R's.

B. Definitions:

All capitalized terms that are not otherwise defined in these Guidelines shall have the meanings ascribed in the CC&R's.

C. Notification:

Before installing a satellite dish or wireless cable antenna system "Antenna" or wiring, owners are required, **using the "Satellite Dish Antennas and Cable Wiring Installation Request"** to notify the Association of their intent. Owners are encouraged to work with the Association and its Board to determine suitable locations for the Antenna and associated wiring. Locations selected shall be the least obtrusive possible. The Association processes will be carried out without unnecessarily delaying the installation, unreasonably increasing the cost of its installation, or preventing the Owner from obtaining an acceptable quality signal.

D. Antenna Type and Size

For the purposes of these Guidelines, the term "Antenna" includes any direct broadcast system (DBS) satellite dish or wireless cable antenna system (MDS or MMDS) or antenna designed to receive and/or transmit data services, including Internet access and any component of or addition to such antenna, including, without limitation, poles, masts, brackets, cables, or wiring. These Guidelines apply to DBS, MDS and MMDS antennas that are one (1) meter (39.37") or less in diameter or diagonal measurement. **Larger antennas are not permitted.**

E. Location:

Under no circumstances will antennas be installed on or attached to any Common Area, including roofs, building siding, deck rails or landscape areas. Antennas may only be installed within the physical boundaries of a unit's Exclusive Use Common Area as defined in the CC&R's. Owners are responsible for arranging a meeting between their installer and an Association management Representative prior to any installation.

F. Installation:

Antennas may only be installed within the physical boundaries of the condominium's Exclusive Use area, which is either a patio or a balcony. To the maximum extent possible, Antennas should be installed where they are shielded from view from other Units or the Common Area. Installation must be in accordance with all applicable building, fire, and electrical and related codes. All installations shall be in accordance with the manufacturer's installation specifications. To the maximum extent possible, wiring or cabling must be installed so as to be minimally visible and should blend into the material to which it is mounted or placed. The architectural Committee of the Board must preauthorize any penetration in the exterior walls of a building. Where not unreasonable based on cost or signal impairment to do so, the Antenna should be painted to blend into the background to which it is mounted or placed, and masts should be painted to match the Antenna mounted on it.

G. Maintenance, Repair And Removal:

The Owner shall be responsible, at the Owner's sole expense, for the maintenance of any Antenna. In the event the Owner removes the Antenna (and does not reinstall the Antenna), the Owner shall, at his or her sole expense, promptly restore the surrounding area to its original condition.

When the Association finds it necessary to maintain, repair, or replace the area where the Antenna is installed it shall be the Owner's responsibility to remove the Antenna. Except in emergency situations, the Association shall notify the Owner at least five (5) working days in advance of the need to remove the Antenna. The cost of removing and replacing the Antenna shall be the responsibility of the Owner. Should an Owner fail to remove the Antenna upon the Association's request, the Association may enter the Owner's exclusive use area at reasonable hours with at least five (5) working days advance notice and remove the Antenna. The Association shall not be responsible for any damage to the Antenna or loss of the Owner's video signal incurred in removing the Antenna. If the Association must remove the Antenna, the Association may charge the costs to the Owner and may levy a Reimbursement Assessment against the Owner as provided in the CC&R's to reimburse the Association for costs incurred in removing the Antenna, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's governing documents. If the Association must remove the Antenna, the Association shall not be responsible for replacing it.

H. Liability Of Owners For Damage:

Owners are reminded that under the CC&R's, the Association is responsible for maintenance, repair, replacement, management, operation, painting and upkeep of Common Area and Improvements thereon (see Article VIII, Sec. 8.01 of the CC&R's). However, that responsibility does not extend to maintenance or repairs arising out of or caused by the willful or negligent act of an Owner or his or her guests, tenants or invitees; rather, the Owner is responsible for such maintenance or repairs.

VII GUIDELINES FOR OTHER RESTRICTED COMMON AREAS:

A. Refuse Area:

Waste Management picks up trash and recyclables on Wednesday mornings and is paid by the Association. Each unit is required to provide one 30-gallon refuse container and lid. Each container must be marked to identify the unit address. Recycle bins must be placed at the curb for collection and put back in the enclosures on Wednesday evenings. The refuse area must be kept free of refuse spillage and all other items except refuse containers. All refuse must be put inside the containers. Refuse area clean up or large item removal will be charged equally to the building unit owners.

B. Laundry Room:

The use of the laundry facilities is restricted to the specific building residents and owners. This facility is to be kept clean and orderly by the building residents. Washers and dryers are not to be used between the hours of 10:00 PM and 7:00 AM. The laundry room door must be kept locked when not in use. Only fire resistant containers are allowed for the disposal of lint, etc.

C. Patio Fence And Balcony Railings:

Railing and fences are not to be used for laundering and/or drying clothes, towels, etc. No unsecured items are to be stored or displayed on balcony railings nor items that are visible above the fence or railing caps. Plants on the balcony must have adequate saucers to collect overflow water. No decorative items, secured or unsecured, on balcony railings.

D. Carport Storage:

The storage of flammable liquids or other flammable materials is not allowed in the carport or any other common areas. No occupant may accumulate debris such as papers, magazines, boxes, lumber, bottles, furniture, appliances, rags or other litter in the carport area. Bicycles, wheeled toys and barbecues are the only items allowed to be stored in the open carport areas. Items stored in violation of these guidelines are subject to removal by the Association without notice at the expense of the unit owner. Regular sweeping of the carport area is encouraged.

E. P. G. & E.:

The private use of common area gas or electricity is prohibited unless authorized in writing by the Association.

F. Lighting:

The Association maintains landscaping, carport, side building, and address lights. "Please Do Not" tamper with or adjust the lighting control units. Should the lighting require service, please contact the Association.

G. Property Care and Maintenance:

All Restricted Common Area and common area specific to the unit address is inspected prior to the unit resale for the purpose of correcting any deficiencies, which may exist. The cost for this program is assigned to the property address. The billing for this program occurs at the close of escrow.

VIII. ALTERATION OF THE COMMON AREA:

- A.** Each condominium unit owner shall have the exclusive right to repair, paint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and door bounding his own unit.
- B.** Without written approval of the Association, the homeowner may not repair or replace bearing walls, windows, exterior doors, garage doors, columns, roofs, foundation, waste water or plumbing pipes, gas pipes, ducts, conduits, wires or any item within or between the walls of his unit.
- C.** The Association must approve additions or remodeling of any common area. Changes and/or remodeling, unapproved and/or unauthorized are subject to an order to return the area to it's original condition and/or a special reimbursement assessment to cover the cost of restoring it to its original condition. If retroactive approval is granted a \$100.00 fine will be issued.
- D.** No resident shall install wiring for electrical or telephone installations, television antennas, satellite dish or cables, machines or air conditioning units, etc. on the exterior or the buildings or that protrude through the walls or roof of the buildings except as authorized by the Association. Refer to CC&R's Section 10.14 and Section VI of these Rules of conduct.

E. No signs shall be posted in the common area unless authorized by the Association. Real Estate signs of customary and reasonable dimensions may be posted inside the unit window or the flowerbed adjacent to the unit address. Real Estate or other signs outside of these approved areas are subject to removal without notice. No 4X4 posts are allowed.

F. Screen doors and window screens may be installed provided they are brown in color and are maintained at the unit owner's expense.

G. An owner shall permit the Association or its representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

IX. COMPLAINT PROCEDURE:

If any owner or resident notices the rules being violated, they may contact the Association c/o **Shoreline Property Management** with a written complaint. All complaints will remain confidential and appropriate action will be taken, unless an official hearing or court proceeding requires otherwise.

X. COMPLAINT NOTIFICATION & ENFORCEMENT POLICY:

The notification and enforcement process is initiated upon the receipt of a written complaint and/or the physical observation of a violation by Security, the Board of Directors, or Shoreline Property Management. As with any system, mistakes can occur. All correspondence, billings and fines are subject to review and appeal to the Board of Directors.

The Association's Notice of Violation letters will include the following:

1. **The date of the reported violation**
2. **The nature of the reported violation**
3. **The specific restriction or rule that has been violated**
4. **A request to correct the violation in a reasonable period of time**

If the homeowner/resident feels the notification is in error or if they are unable to comply within the time frame allowed, please contact the Association within the time limit to make other arrangements. The Association will attempt to comply with all reasonable requests in order to ensure compliance.

XII PROCESSING SCHEDULE:

Upon receipt of a written complaint and/or observation of a violation, a **Violation Letter** is sent to the owner of record detailing specific violations and sections of the governing documents that apply. A copy of the letter is sent to the tenant if applicable. A "**blind**" copy of the letter is sent to the reporting party. A copy of all correspondence is kept in the unit file.

XIII FINE POLICY

Single Event/Nuisance – Non Health/Life/Property Threatening:

- Examples – Noisy Party, Parking Violations, Unleashed Pets, etc.
- \$25.00 to \$50.00
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Single Event/Nuisance – Health/Life/Property Threatening:

- Examples – Parking in Fire Lanes, Flooding from Faulty Fixture, Major Vehicle Repairs, etc.
- \$100.00 to \$250.00

Recurring Event/Nuisance - Non Health/Life/Property Threatening:

- Examples – Barking Dog, Unauthorized use of Association Gas or Electricity, \$25.00 to \$50.00 plus \$10.00 per day until nuisance is abated, not to exceed 30 days at which time further action will be taken.

Recurring Event/Nuisance – Health/Life/Property Threatening:

- Examples – Strong flammables in carport, potted plants that damage balcony, continuous vehicle repairs, etc. \$100.00 to \$250.00 plus \$50.00 per day until nuisance is abated, not to exceed 30 days at which time further action will be taken.