



Welcome to the Oaks! Below you will find guidelines for everyday living in the Oaks Condominium Community.

**Purpose:** To address common questions and provide for guidance for community living within the Oaks.

#### **General**

1. Monthly maintenance fees are due on the 1<sup>st</sup> of each month and late after the 10<sup>th</sup>. A \$25 late fee will be assessed per month, with escalation at the 6, 12 and 18-month marks for all unpaid balances.
2. All co-owners are required to file a copy of their individual condominium liability insurance policy at The Oaks office. This policy is to be filed in the amount of at least \$300,000.00 and shall name The Oaks Condominium Association as an additional insured. Failure to do so authorizes The Board of Administration to secure such unit policy at the cost to the owner. Failure of the owner to reimburse The Oaks shall result in a lien being placed against the unit.
3. The Oaks office is required to keep a duplicate key to every unit. Each owner or resident shall provide the office with a key to his or her unit. The co-owners' homes **will not** be entered without co-owner knowledge and prior notice, unless it is an emergency threatening the safety of the building or other co-owners.
4. Agents of management, and any contractor or worker authorized by management, may enter any unit, patio, or carport/garage at any reasonable hour of the day for the purpose permitted by the Declaration of Covenants, Conditions and Restrictions (Master Deed), or By-Laws. However, except in emergency, **entry may only be made by prearrangement with the unit's owner.**
5. When receiving guests please notify them of the visitor entrance at the gate and your individual unit number so they may notify you upon their arrival and you may let them in. The Oaks office staff will not approve your guest's entry when arriving at the gate.
6. Two household pets permitted per unit. Pets in any public portions of The Oaks must either be carried or on a leash. Owners must pick up all waste after their pet immediately and dispose of in an appropriate waste container. Pet waste may not be used a fertilizer or a soil amendment for planted areas. Please note a fine will be levied for those who do not follow this guideline.

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- a. Co-owners shall indemnify The Oaks Condominiums and hold it harmless against any loss or liability of any kind caused by said owners.
  - b. Co-owners are responsible for immediately correcting any offensive behavior or other problems caused by their pet. If the problem is not corrected after a reasonable time, the owner will receive written warning notice from the Board. Notice may result in the pet owner having to remove their pet from The Oaks premises.
7. The swimming pool may be used by residents/co-owners and their guests. Guests of residents/co-owners must be accompanied at all times by a unit resident. All residents/co-owners and their guests must sign in when in the pool area. Everyone must abide by swimming pool rules as posted in the pool area.  
**Residents/co-owners are limited to four (4) guests per unit.**
  8. Noise or other annoyances of any kind that disturb owners of other units shall not be permitted. The City Ordinance specifically states that this applies during the hours of from 8:00 p.m. until 7:00 a.m. However, good judgment must be maintained at all times.
  9. All garbage and refuse from units shall be placed in garbage bags provided by each co-owner, including all unwanted mail, then tied carefully and placed in garbage receptacles (Herbies/cans). **Construction debris shall not be placed in the shared garbage sheds.** Please instruct your contractors when doing repairs not to dump old appliances at the maintenance shop or the garbage sheds. No construction debris or discarded furniture from remodeling is allowed to be dumped in the dumpster, maintenance shop area or the shared garbage sheds.
  10. Co-owners are responsible to see that no water is left running for any unreasonable or unnecessary time. Running toilets and/or faucets must be repaired immediately.
  11. Residents must keep the interior of patios, storage sheds and carports/garages clean and free from all obstructions. Nothing shall be hung above fence lines in patio areas or from balconies or porches of ground floor units. The Oaks will not assume responsibility for loss or damage to articles stored or placed in patios, storage sheds, or carports/garages.
  12. No radio/TV antenna or electrical cable shall be attached to or hung from the exterior of any unit, with exception satellite dish.
  13. Residents, co-owners and their guests shall be responsible for the action of their children while on The Oaks premises.

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14. Co-owners shall not request the Oaks maintenance staff perform private work during the staffs' regular working time.

#### **Traffic/Parking/Vehicles**

1. No co-owners, tenants, or guests, are to use carports or garages owned by other owners without written permission, and filed with the Oaks office. Those who violate this rule may be towed at the owner's expense.  
Each owner shall keep his garage/carport and vehicles in a good repair.
2. All vehicles, including those of residents, guests and staff, shall be parked in such a manner as to not impede or prevent ready access to other co-owners' carports or garages. Any car improperly parked so as to block another person's vehicle may be removed at the owner's expense.
3. All vehicles will be properly licensed with current tags. Vehicles that are not operational, and not properly licensed will be removed at the co-owner's or resident's expense.
4. While on Oak's property all persons shall be responsible for obeying all traffic/parking signs and regulations. **PLEASE**, observe the stop sign at the exit gate. It only takes a few seconds for the gate to open and running through the stop sign will not cause the gate to open any quicker.
5. Trailers, boats, campers, or similar vehicles shall not be stored/parked on Oaks property. Violators will be towed at owner's expense.

#### **Exterior of Units**

1. All entry ways in front of homes shall be kept free of any and all obstructions at all times
2. Co-owners and residents are responsible for maintaining a clean and tidy common porch, and front porch.
3. Co-Owners shall not paint the exterior of homes, patios, fences, carports, storage areas, or the outside of garages.
4. All exterior decorations must comply with by-laws. Exterior areas of homes shall not be decorated by any owner or occupant in any way or at any time except in keeping with the following guidelines:
  - a. Carpeting is permitted only on horizontal surfaces with limited access, including



balconies, but not Common Porches, of Eaton and Transylvania Units, patios of Carlton, Mansfield and Transylvania Units. Carpet shall not overlap any horizontal surface so as to constitute a change in the overall architectural appearance of a building.

- b. The American flag may be displayed if kept in good repair.
  - c. Appropriate holiday decorations will be permitted on a temporary basis and if kept to a minimum and in good taste. The appropriate period for Christmas decorations will be from the Friday after Thanksgiving through January 15<sup>th</sup>. Exterior lights must be connected to residence's electricity and shall not be placed on walls or roofs/ gutter lines.
  - d. Flower pots may be displayed by the outside of each unit. They must be placed so as to not interfere with passage ways and not to be placed on railings of balconies. Hanging baskets must be securely fastened.
5. No articles of clothing, towels or linens shall be hung from doors, window sills or balcony or porch banisters at any time.
  6. WINDOW DRESSINGS: All window blinds are to be white. Draperies on sliding glass doors or windows and should be lined in white or very light colored material. Sunshades on open porches are to be white, maximum length and width to cover the entire area between the pillars. Maintenance of shades will be the sole responsibility of the unit owners and must be kept in presentable condition. All sun shades are to be approved by the BOD/Management before installation.
  7. No personal items, including bicycles, scooters, baby carriages, toys, or similar objects, or personal articles may be left or stored in any of the common areas.
  8. Bird feeders are permitted only during the months of December through March. This is done in order to help eliminate birds roosting and nesting in the trees and carports.
  9. Occupants shall not sweep, throw, any dirt or other substances from doors or windows.
  10. No signs, notices or advertisements shall be inscribed on or exposed at any window or other part of the units, nor shall anything be projected out of any window of the unit. Exceptions shall be made for signage indicating oxygen in use in the unit.
  11. No co-owner or guest of any co-owner shall be permitted on the roof of any building, including covered walks, carports/garages, clubhouse, or any walls or fences.

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12. Flammable liquids, or explosives, or any articles deemed hazardous to life shall not be used or brought into units without the written permission of management.  
This includes: oils, gasoline, kerosene, naphtha, benzene, or other such materials.
13. Co-owners shall not place names, numbers or other designations on the entry to units, except in places provided by the management.

#### **Miscellaneous**

1. Any resident wishing to plant trees or shrubs outside his/her patio area must put in a written request for permission from the grounds committee or Board of Administration before doing so. Gardens created by co-owners shall be maintained by that co-owner.
2. Any damage to buildings, recreational facilities, or other common areas or equipment caused by co-owners, their guests, and/or tenants, shall be repaired at the expense of the owner.
3. No dumping of old appliances, or construction debris on The Oaks property.
4. No co-owner will use Oaks equipment, tools or storage areas for personal use.
5. All complaints regarding the Oaks management/staff and/or other home owners are to be made in writing and presented to the Board for investigation.
6. These Community Rules may be added to or repealed at any time by a vote of the Board of Administration.



### **Oaks Moving In/Out Guidelines**

Purpose: To facilitate moving in or out of the Oaks with efficiency and minimal disturbance to neighboring residents.

1. If you are selling your unit, please notify the Office Manager of your closing and moving dates, and the name of the new co-owner. Please inform your realtor of these guidelines or direct them to the Office Manager so the new co-owner is aware.
2. Contact the office (272-2113 or via email [theoaks395@gmail.com](mailto:theoaks395@gmail.com)) to give the Office Manager the name(s) of the new co-owner(s) so fobs/donuts can be reassigned, in anticipation of the new co-owners move-in date. In the case of renters, the unit owner should notify the office within one day of the move, so all fobs/donuts can be deactivated, if not returned.
3. If you are moving from the Oaks, five (5) days prior to your move date, please notify the Office Manager in writing or via email, [theoaks395@gmail.com](mailto:theoaks395@gmail.com), to arrange opening of the gate. In your letter, please state the date and approximate time the movers will arrive.
4. Please do not block access to garages or carports, with moving trucks/vehicles. If you must block a neighbor's garage/carport, please notify them prior to the move so they may make appropriate arrangements.
5. Boxes, trash and other moving refuse must not be left on porches or carports. Please breakdown all boxes prior to placing in the dumpster, and place all trash in appropriate receptacles.
6. Indoor furniture of any type (mattresses, box springs, etc) must not be left on porches or carports. These will be removed at co-owners' expense if left for longer than 24 hours after the initial move date.
7. After a move-out, a visual inspection will be made of the exterior of the unit.
8. All co-owners of rental units must make renters aware of these guidelines. Failure to follow guidelines may result in a \$25/day fine for the co-owner.



## **CLUBHOUSE GUIDELINES**

### **GENERAL:**

1. The clubhouse and its facilities are for the **owners** and their guests only. No one under 21 years of age may rent club house.
2. The Clubhouse may only be reserved by an **owner** of the Oaks, and the **owner** making the reservation must be in attendance for the entire time of the event. To reserve the Clubhouse for a function, the **owner** must complete the reservation agreement in the office and pay the required deposit(s).

**Rental of the Clubhouse does not include use of the swimming pool or adjacent pool areas.**

3. The **owner** will be responsible for the condition of all equipment, facilities, and/or amenities used by guests during any function and will be charged for any breakage or misuse.
4. The **owner** shall be responsible for the behavior and conduct of all guests.
5. The **owner** shall be responsible for proper parking of guests' automobiles.

**Guest parking is to be in the open parking area by the swimming pool and tennis courts.**

**No parking is permitted in areas marked by yellow curbing or 'no parking' signs or in spaces reserved for owners/tenants on Riva Ridge.**

**Improperly parked vehicles are subject to towing at the owner of the vehicles expense.**

6. **Owner** shall be liable for any and all damages to the Clubhouse and/or its contents by residents, resident's families, tenants and/or guests.
7. All persons shall conduct themselves in a responsible manner so as not to be offensive in any way.
8. **Children using Clubhouse facilities must always have adult supervision.**
9. The Clubhouse will be open for Co-Owners and Residents Monday through Friday 8AM to 9PM. Weekends the Clubhouse will be open from 10AM to 9PM.



## RESERVATIONS:

1. The Clubhouse may be reserved by **owners** for private gatherings by contacting the Office Manager and depositing two checks **\$150.00 refundable deposit**, and a **\$100.00 non-refundable rental fee for use of the clubhouse (up to 4 hours) / Additional \$100.00 non-refundable rental fee for use of the clubhouse (4 to 8 hours) if cancelled within 7 days of the scheduled event.**
  - Reserving owner shall be responsible for cleaning the premises after each function - AND - for any damages to the Clubhouse facilities. Upon satisfactory inspection of the property, the full \$150.00 deposit will be returned.  
**If additional cleaning is needed, then a \$50 cleaning fee will be deducted from the deposit.**
  - No deposit or fee will be required by owners when conducting Oaks gatherings (i.e. Committee sponsored parties, Committee meetings, etc.).
2. **Reservation of the Clubhouse does not include the use of the pool and the pool area.**
3. The rental fee for all political gatherings shall be **\$200.00, non-refundable.**
4. Maximum building occupancy will be limited to **50** persons during any private function.