

# **Del Prado Townhome Association**

## **RULES AND REGULATIONS**

Amended April 14, 2021

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**DEL PRADO TOWNHOME ASSOCIATION  
RULES AND REGULATIONS**

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**NOTICE:**  
 The name, address and telephone number of our management company is:  
 Condoministration Unlimited  
 355 N. Lantana Street #710  
 Camarillo, CA 93010  
 805-984-1648

Deliveries of urgent documents may be made to the office of Condoministration at  
 355 N. Lantana Street #710, Camarillo, CA 93010



**RULES AND REGULATIONS  
OF THE  
DEL PRADO TOWNHOME ASSOCIATION**

**Section 1 Rules Enforcement, General**

As used in this document, the following terms have the following meanings:

- (a) CC&Rs: The Declaration of Covenants, Conditions and Restrictions of Del Prado Townhomes.
- (b) By-laws: The By-laws of the Del Prado Townhome Association.
- (c) Rules and Regulations: This document.
- (d) Governing Documents: The CC&Rs, By-laws, Rules and Regulations, and any other documents that govern the operation or define the rights and responsibilities of the Del Prado Townhome Association and its members.
- (e) Board of Directors: The Board of Directors of Del Prado Townhome Association, as described in the By-laws and Articles of Incorporation.
- (f) Association: The Del Prado Town Home Association, a California non-profit corporation in which all owners have a membership interest as described in the CC&Rs.
- (g) Owner: The record owner, whether one or more persons or entities, of a fee simple title to any lot in Del Prado.
- (h) Lot: Any plot of land shown on any recorded subdivision map of Del Prado with the exception of the common area.
- (i) Separate Interest: A separately owned lot in Del Prado, whether that lot is owned by one or more persons or entities. In Del Prado, this is commonly referred to as a housing unit, or a home.
- (j) Member: Every person or entity that holds membership in the Association.
- (k) Del Prado: The certain real property managed by the Del Prado Townhome Association, including all structures and improvements thereon, including the common area and all the separate interests of all the members.
- (l) Common Area: All real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners.
- (m) Resident: A Member, a Member's legal renter, or lessee, or the family of such Member, renter, or lessee who legally lives in one of the units in Del Prado.
- (n) Guest: A person that has entered into Del Prado at the invitation, or by contract, of one of the residents.
- (o) Recreation Area: Common area facilities within Del Prado consisting of the Clubhouse, pool area, spa and tennis courts.

## **Section 2 Definition of Terms**

As used in this document, the following terms have the following meanings:

- (a) CC&Rs: The Declaration of Covenants, Conditions and Restrictions of Del Prado Townhomes.
- (b) By-laws: The By-laws of the Del Prado Townhome Association.
- (c) Rules and Regulations: This document.
- (d) Governing Documents: The CC&Rs, By-laws, Rules and Regulations, and all other documents that may define the rights and responsibilities of the Members of the Del Prado Townhome Association.
- (e) Board of Directors: The Board of Directors of the Del Prado Townhome Association as defined in the Association By-Laws and Articles of Incorporation.
- (f) Association: The Del Prado Townhome Association, a common interest development, as defined by California Civil Code.
- (g) Separate Interest: A separately owned lot in Del Prado, whether that lot is owned by one or more persons or entities. In Del Prado, this is commonly referred to as a housing unit, or a home.
- (h) Member: An owner of a separate interest in Del Prado. Ownership of a separate interest makes the owner a Member of the Del Prado Townhome Association. In the CC&Rs, the By-laws, and other older documents, a Member was commonly called a homeowner. The terminology is changed herein to be consistent with current civil law.
- (i) Del Prado: The real property managed by the Del Prado Townhome Association, generally considered to include the common area of the Association and all the separate interests of all the Members.
- (j) Common area: All real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.
- (k) Resident: A Member, a Member's legal renter, or lessee, or the family of such Member, renter, or lessee who legally lives in one of the residences in Del Prado.
- (l) Guest: A person that has entered into Del Prado at the invitation or by contract of one of the residents.
- (m) Recreation Area: Common area facilities within Del Prado consisting of the Clubhouse, pool area, spa and tennis courts.

## **Section 3 Rules Enforcement and Notification Procedure**

- (a) Any resident may report a violation of the Rules and Regulations to a member of the Board of Directors or the Rules Committee. The reported violation should include all of the following information that is reasonable to collect:
  - (1) Name and address of violating party.
  - (2) Nature of the violation; including specifics, such as license numbers, damage caused, etc.
  - (3) Date, time and location of the violation.
  - (4) Name, address and telephone of reporting party.
- (b) The Rules Committee will complete a formal Rules and Regulations Violation Notification, and will send it to the Member responsible for the person committing the violation. The Notification will be sent to the Member at least twenty (20) days prior to the next scheduled Board of Directors meeting, or be retained and submitted at the following meeting. This gives the Member sufficient time to respond to the Board of Directors before it considers the violation in open

- meeting. The Rules Committee will retain a copy of the Violation Notification for future reference.
- (c) At the scheduled meeting, the Member shall have the opportunity to discuss the violation with the Board of Directors.
  - (d) The Member has the right to request a private meeting with the Board of Directors to discuss the issue. The Member must send a written request to the Board of Directors for such meeting at least ten (10) days before the next scheduled meeting of the Board.
  - (e) The Board will consider pending violations at the scheduled meeting and decide on appropriate resolutions. These resolutions may include a fine, a forfeiture of use privileges for the recreation area according to the Schedule of Fines and Penalties (Appendix A), and/or an invoice for costs for damage to the Association's common areas.
  - (f) The penalties published in the Schedule of Fines and Penalties are for single violations committed in any consecutive six (6) month period. Any similar subsequent violation committed in any six (6) month period is subject to double the published penalty, up to the limit allowed by California Law.
  - (g) Once the penalty, if any, is decided, the Board of Directors will complete the Penalty Notification section of the Violation Notification, and send that copy to the Member committing the violation. The Rules Committee will retain a copy of the fully completed notification.
  - (h) Penalties that include a loss of recreation area privileges will require the Member to forfeit their recreational area key to the Board of Directors for the specified penalty period. Penalty periods will start on the date the key is forfeited. Additional fines may be levied for failure to return the key within ten (10) days of the Penalty Notification and every 30 days after that until the key is returned.
  - (i) Monetary fines will appear as a separate item on the Member's next notice of regular assessment. Monetary fines for disciplinary actions will not become a lien on the Member's separate interest.
  - (j) General dues and penalty payment procedure is as follows:
    - (1) Each month the management company sends a statement to each Member indicating the total amount due the Association. This statement will include the regular assessment (dues), any special assessments, and any penalties levied.
    - (2) Payments are due on the first day of the month for which the statement applies, and are delinquent 30 days thereafter.
    - (3) Payments are applied to any outstanding penalties, to any regular assessments, then special assessments, in that order.
    - (4) 31 days Past Due The Board of Directors will notify the Member by mail that a late charge of \$10 or 10%, whichever is greater, has been levied on any unpaid portion of the remaining assessments. If the late charge is unpaid, it will be added to the next monthly statement.
    - (5) 61 days Past Due A certified letter is sent to the Member, stating that the full outstanding amount is due and must be received at the management office or the Association's attorney within 10 days from receipt of the letter, or the Board of Directors will refer the outstanding amount, plus the cost of collection and reasonable charges for time and expenses, to a collection agency for recovery. The Board of Directors may also file a "Notice of Lien" with the County for any outstanding assessment amounts.

- (6) 120 days Past Due The Board of Directors, upon due consideration, may refer the matter to the Association's attorney for initiation of foreclosure in accordance with California Civil Code. The CC&R paragraphs 10, 11, and 12 authorize liens and foreclosures for non-payment of assessments.

#### **Section 4 Animals**

All County and City ordinances pertaining to animals apply in Del Prado. Pet owners are responsible for their pets and their pet's behavior. The Association may contact county authorities to restrain any animal causing a general nuisance.

- (a) All animal droppings must be cleaned up immediately.
- (b) Dogs must be kept on a leash or confined within the owner's unit.
- (c) Residents shall be liable for any damage to the common area caused by their pets, including trees, grass, shrubbery, or buildings.
- (d) No livestock is allowed in Del Prado.

#### **Section 5 Clubhouse**

- (a) Only non-profit organizations or private parties of which a Del Prado resident is a member may use the Clubhouse. The Clubhouse shall NOT be used by any commercial or partisan political organization.
- (b) An adult Del Prado resident must be in attendance at all Clubhouse activities.
- (c) The Clubhouse Committee shall set and publish procedures for reserving the clubhouse, its proper use during activities, and its maintenance. These procedures will include a reasonable damage deposit, which, at the discretion of the Clubhouse Committee, shall be forfeited for a violation of the use procedures or to cover any damage to the clubhouse, or required cleanup. The Clubhouse Committee shall return the deposit if the clubhouse is returned in good condition and all procedures have been followed.
- (d) The clubhouse must be reserved by a Del Prado resident, who will be fully and personally responsible for the conduct of those attending the activity, who shall ensure that there are no infractions of the Rules and Regulations or the clubhouse use procedures, who shall ensure that there is no damage to the clubhouse or any other Del Prado common area, and shall ensure that no activity occurs which could offend or disturb other residents of Del Prado.
- (e) The activity shall terminate no later than 10 p.m. of the day of the activity.
- (f) The Clubhouse Committee chairperson has the authority to order changes in conduct for persons attending the activity and to call the Camarillo Police Department, if necessary, to ensure proper behavior.
- (g) If liquor is to be served, the Association will be notified at the time the reservation is made.
- (h) It is the reserving resident's responsibility to obtain any required licenses for the activity.
- (i) The Association will not be responsible for any violation of any Federal, State, County, or City statute by persons attending the activity.
- (j) The resident reserving the clubhouse is responsible for cleaning the clubhouse and any adjacent areas used during the activity by noon on the day after the function. If such cleaning is not done promptly and thoroughly, the Association may perform, or contract, the required cleaning and fine the resident reserving the clubhouse all costs incident thereto.



- (k) The resident reserving the clubhouse shall pay for all costs required, in the Clubhouse Committee chairman's opinion, to repair damage to the clubhouse or replace any loss of Association property after an event. Reparation costs are covered in section 6(a).
- (l) The damage deposit shall be applied to any cleaning or repair costs in excess of the deposit amount and the bill to the reserving resident will be reduced by that amount.
- (m) Any additional charges levied for damage or cleaning shall be due within 10 days after the Association provides the reserving resident with a bill detailing the additional costs. If the reserving resident defaults on the charges, those charges will be levied as a penalty for a Rules and Regulation violation.

### **Section 6 Common Area Damage and Destruction**

- (a) Each Member is responsible to the Association for any damage or destruction of common area property caused by negligence or willful misconduct of that Member, members of his/her family, tenants, guests, employees, servants, agents, or invitees. These costs may include, but are not limited to, the cost of the immediate repair or replacement of any damaged property, and reasonable management and paperwork fees to contract and/or oversee the repair or replacement of the property.
- (b) Parents are responsible for the actions of their children and their children's guests at all times. The parent or legal guardian of any minor child will be held responsible for any damage to common area property by that child or that child's guests in the same manner as if the parent or legal guardian themselves caused the damage.
- (c) No hard balls or thrown objects which might cause damage or injury are allowed for games in the greenbelts.
- (d) No golf driving practice is allowed in the greenbelts. Other golf practice like putting is allowed if "whiffle" type balls are used, and provided that the greenbelt is not damaged.
- (e) Residents shall remove personal items, such as bicycles, tricycles, athletic equipment, and toys from the common area, including streets and driveways, immediately after use. This paragraph does not apply to vehicles parked in compliance with other sections of these regulations.

### **Section 7 Keys**

- (a) Each dwelling unit will be issued one recreation area key. These keys are the property of the Del Prado Townhome Association and must be relinquished upon request of the Board of Directors or proper agent of the Association. If the key is lost or not returned, the resident will pay for the replacement key plus a reasonable replacement fine.
- (b) A Member can be held responsible for the cost of replacing **all** the recreation area locks and keys if it is determined that their negligence has allowed unauthorized entry into Del Prado recreation facilities by non-residents which resulted in damage to those facilities.
- (c) A Del Prado resident must accompany guests into recreational areas and may not loan keys to non-residents. Failure to comply with this rule may result in forfeiture of the recreation area key, and loss of recreation area privileges.

**Section 8 Rubbish Disposal**

- (a) Trash, garbage, refuse, litter, and rubbish shall not be allowed to accumulate upon any property.
- (b) Trash containers are not allowed in public view until after 6 p.m. the day before collection and must be removed within twelve hours after collection.
- (c) Any litter created by failure of the resident to properly secure trash containers is the responsibility of the resident.
- (d) Trash containers shall not be placed upon lawns, ivy, in flower beds or on streets.

**Section 9 Alterations and Maintenance of Property**

- (a) The Del Prado Townhome Association Architectural Control Modifications is the controlling document for architectural standards within Del Prado. Failure to comply with the provisions of this document may result in a fine being assessed to the homeowner of record. Non-resident homeowners should insure their tenants are aware of this document and of its requirements. The Architectural Committee is appointed by the Board of Directors and is charged with monitoring and enforcing these standards. Any decision by of the Architectural Committee on which a Member disagrees, may be appealed to the Board of Directors.
- (b) No structural, plumbing or electrical alterations shall be made within or to any load bearing or party wall without the prior written consent of the Board of Directors.
- (c) No Member or resident shall make any alterations or modifications to the exterior of the buildings, fences, railings or walls, or to any part of the common area, including modification, alteration, or removal of the common Area landscaping or plantings..
- (d) Exterior maintenance of the dwelling unit is the responsibility of each respective Member and shall include responsibility for landscaping and landscaping maintenance within the fenced patio area of each lot, as well as the repair and maintenance of the walls or fences.
- (e) Each Member shall keep the driveway of their respective units free of excessive stains and the accumulation of oil and grease.
- (f) Homeowners must maintain their patios, yards, fences, walls, and balconies in a safe and attractive manner. No unsightly articles are permitted that are visible from adjoining properties or from the common area. Unsightly articles include, but are not limited to broken or abandoned objects, garden equipment or waste; containers for refuse, garbage or trash; facilities from hanging, drying, or airing clothing or household fabrics; grass, shrub, or tree clippings; scraps, trash, weeds or unkempt landscaping. No item may be kept in the yard or on the walls or fences that might reasonably pose a threat to personal health and safety or may damage adjoining properties, the common area or the structural integrity of any building in Del Prado. Only living plants in flower pots or planters with a base no larger than the top of the block wall may be placed on block walls which are 42 inches in height or less.
- (g) Each Member is responsible for trimming trees and bushes growing within Member patios such that a minimum of seven feet of clearance is maintained above common area sidewalks.

- (h) The Association maintains a list of external paint colors for each dwelling within Del Prado. Only paint colors appearing on this list may be applied. Members in a connected cluster may collectively petition the Board for a mutually agreeable change in colors, selected from the approved list. When a building requires repainting, and a change of colors is necessary due to color obsolescence, all units in the cluster shall be painted at the same time.
- (i) No window type air conditioning units are permitted within Del Prado. Only permanently installed central air conditioning units are approved. Any external equipment associated with such an installation must be located completely within the enclosed front or rear patio of the associated unit and may not be visible from the common area. Such equipment shall not be placed in a location where its noise will unduly disturb residents of adjoining units. Before the installation of any air conditioning unit, approval of the Architectural Committee must be obtained.

### **Section 10 Ownership Changes, Leases, Rentals and Occupancy Restrictions**

- (a) Each Member, upon selling his/her share, must give the Association or its management company, the name of the person to whom the unit is sold.
- (b) California law requires the seller to provide copies of Governing Documents to the new buyer. Failure to do so can invoke a civil penalty.
- (c) The seller is also required to provide the buyer a copy of the current Rules and Regulations, the Architectural Control Modifications, and the recreation area key.
- (d) All lease or rental agreements shall be in writing. Any lease or rental agreement shall include the following statement. "The terms of this agreement are subject, in all respects to the provisions of the Association Declarations of Covenants, Conditions, and Restrictions, Articles of Incorporation, By-Laws, and Rules and Regulations. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The lessee or tenant acknowledges that he is familiar with all said restrictions and rules of the Association and agrees to abide by them." Other than the foregoing, there is no restriction on the right of a lot owner to lease or rent his or her unit.
- (e) Use of all common facilities is strictly limited to residents of Del Prado and their guests.
- (f) Each unit shall be used solely for single-family residential purposes. No unit shall be used in such a manner as to obstruct or interfere with the quiet enjoyment of residents of other units, or to annoy them by unreasonable noises.
- (g) No nuisance, immoral or illegal activity will be permitted, nor any part of Del Prado shall be used for any business or commercial purposes. No resident shall do anything to increase the rate of insurance without the prior written approval of the Board of Directors.

### **Section 11 Radios, Televisions and Sound Systems**

- (a) No visible transmitting or receiving antennas or external apparatus, except for small satellite antennas meeting Del Prado architectural standards, shall be installed within Del Prado. Antennas placed within the interior of units are permissible.
- (b) Volume on television receivers, radios, stereo players, electric guitars, and other amplified audio devices, must be kept at a level that will not disturb other residents, especially when used out of doors, or with windows open.

## Section 12 Signs

No sign, notice or nameplate shall be displayed without prior approval of the Architectural Committee or the Board of Directors, except for the following:

- (a) One sign measuring approximately 18" x 24," of customary design, mounted on a post, advertising the premises for sale or rent. Real Estate signs shall be removed after being in public view for not more than six months, unless the Board of Directors approves an extension of time.
- (b) Three political signs or posters of no more than 9 square feet in size, displayed on or within a homeowner's separate interest (not within the common area.) Such signs or posters may not be displayed more than 30 days before and must be removed within 1 week after the applicable election.
- (c) Decorative flags of such size as approved by California Civil Code are acceptable.

## Section 13 Swimming Pool and Spa

Rules for the pool area are as follows:

- (a) The pool area may only be used during the hours posted on the pool entry gates and, periodically, in the newsletter.
- (b) All persons using the swimming pool or spa do so at their own risk.
- (c) All persons in the pool area are expected to obey the pool attendant, if present. The pool attendant enforces the pool rules and has the authority to expel people who are unruly or who act in an unsafe manner.
- (d) No person under the age of 3 years of age is permitted in the spa.
- (e) In the pool and spa areas, adults must accompany, supervise and be responsible for all children under the age of 14.
- (f) All guests must be accompanied by a Del Prado resident who is 18 years of age or older. Guests shall be limited to four (4) persons at one time for each Del Prado household.
- (g) Children of diaper-age must wear diapers appropriate for swimming.
- (h) Persons with dirt, sweat, or oils on their bodies must shower before entering the pool or spa.
- (i) No person having an open wound or sore, skin disease, inflamed eyes, cough, cold, nasal, or ear discharge, or any communicable disease, is allowed in the pool or spa.
- (j) Shoulder length hair must be tied back or covered with a bathing cap. No barrettes or bobby pins are permitted.
- (k) Diving is restricted to the deep end of the pool from the pool deck only.
- (l) Running, rough and boisterous play and yelling are not allowed in the Pool area.
- (m) No hard objects shall be thrown inside the pool area.
- (n) Drinks must be in unbreakable containers, such as cans or plastic cups. **NO GLASS IS PERMITTED!**
- (o) No food is allowed in the pool or spa areas.
- (p) No scuba diving equipment, surf or body boards are permitted in the pool or spa.
- (q) Entry gates must not be left unlatched or propped open.
- (r) Safety equipment should be used only in case of emergency.
- (s) Climbing of fences is prohibited.

- (t) Radios, tape players, or other electronic devices, must be battery-powered only. Such devices must never be connected to 115-volt outlets near the pool.
- (u) Benches and pool equipment should be left in their proper places. Diving from atop benches is not allowed.
- (v) Swimming suits or swimming trunks shall be worn in the pool and spa. No public nudity is allowed in the pool, the spa, the fenced pool area, or any other common area. No one may change clothing in public areas.
- (w) Lounges and chairs are to be returned to their designated areas, after use.
- (x) No glass, floating objects, bicycles, skateboards, roller skates, or pets of any kind are permitted in the pool area.

#### **Section 14 Tennis Courts**

- (a) The tennis court may only be used during the hours posted on the tennis court entry gates and, periodically, in the newsletter.
- (b) Tennis shoes must be worn when playing on the courts.
- (c) Playing time is limited to one (1) hour if others are waiting to play.
- (d) Adults have priority after 5 PM.
- (e) Only tennis may be played on the court areas. No roller-skating, roller-blades, skateboarding, or bicycle riding is permitted on the courts.
- (f) Children not playing tennis must be controlled and not allowed to interfere with play.
- (g) Guests must be accompanied by a Del Prado resident, 18 years of age, or older.
- (h) Guests shall be limited to four (4) persons at one time for each Del Prado household.
- (i) Animals are not allowed in the court areas.
- (j) Flood lamps are to be turned off at 10 PM and when the courts are not in use.
- (k) Leave the court areas clean and lock the gate when leaving.
- (l) Trash—such as beer cans, broken bottles, food, and other such items shall not be left in the tennis courts.

#### **Section 15 Vehicles, Parking and Garages**

The Association, or its designee, shall have the authority to remove any vehicle deemed to jeopardize the health and safety of Del Prado residents, or which violate City of Camarillo fire regulations or the Del Prado vehicle and parking rules. Cost of such removal shall be billed to the Member responsible for the owner of the vehicle.

- (a) Authorized Vehicles Only vehicles of Del Prado residents, or their guests, are authorized to park within Del Prado.
- (b) Unlicensed and Unregistered Vehicles Unlicensed motor vehicles or vehicles without a current registration are prohibited on the streets or parking wells.
- (c) Commercial Vehicles Commercial vehicles are prohibited, except for delivery, or moving purposes. Commercial vehicles are defined as:
  - (1) Any vehicle which displays the name of a business or other commercial enterprise or employer.
  - (2) Any vehicle or trailer specifically designed or equipped to carry tools, equipment or material related to a business.
- (d) Speed Limit The speed limit within Del Prado is 15 MPH unless otherwise marked. This applies to motorcycles as well as to automobiles and trucks.

- (e) No Parking Areas Parking is prohibited on the sides of streets posted with NO PARKING signs. Parking is also prohibited where curbs are painted red, and in front of mailboxes and driveways.
- (f) Authorized Parking Locations Garages shall be used for parking at least one vehicle. Parking is permissible on the garage driveway, provided the vehicle does not extend into the street. Parking is permissible on the sides of streets unless posted with NO PARKING signs, and in parking wells.
- (g) Limit of Vehicles Parked on Streets Each household is limited to one vehicle parked overnight on the streets or in parking wells within Del Prado.
- (h) Abandoned or Inoperative Vehicles Abandoned, inoperative or partially disassembled vehicles parked on Del Prado streets, within parking spaces or on driveways will be towed away after two official notices to remove vehicle.
- (i) Vehicle Repair Work done on motor vehicles must be accomplished within the garage or on the driveway of the unit in such a manner as to not restrict traffic or create an eyesore.
- (j) Resident RV Parking RV's, campers, trailers, and boats belonging to residents shall only be parked in the designated vehicle storage yard. These vehicles shall not be parked on garage driveways.
- (k) Guest RV Parking Del Prado residents who have guests requiring temporary parking for RV's, trailers, campers or boats, shall contact the management company for authorization to park their vehicles in the guest parking spaces on Viejo Drive. Authorized guest parking shall be limited to a period of seven days, unless the Board of Directors grants an extension.
- (l) Garage Doors Garage doors are to be kept closed when there is no activity in the garage area.
- (m) Parking Time Limit Parking shall be limited to the time posted at each respective parking area. If no time limit is posted, the limit is seven days.

### **Section 16 Recreational Vehicle Storage Yard**

- (a) Residents desiring to use the Recreational Vehicle Storage Yard may apply to the Association. The Association's management company maintains a waiting list for available storage spaces.
- (b) A deposit, as set by the Board of Directors, is required for issuance of one yard key. The deposit is returned when the vehicle storage is terminated and the key returned to the Association. The deposit is forfeited if the key is lost.
- (c) Any space vacated for more than 90 days shall be lost to the occupant, unless a prior extension of time has been granted.
- (d) Only Del Prado residents may use the storage yard. Members who move outside Del Prado must relinquish their storage yard space within twenty (20) days after they cease to be residents.
- (e) A monthly fee, as determined by the Board of Directors, is payable to the Association for each vehicle parked in the storage yard.

**Section 17 Holiday Decorations**

- (a) Residents of del Prado are encouraged to decorate their homes during the holiday season.
- (b) Such decorations may not extend beyond the common area directly in front of a respective residence or create a safety hazard to visitors or passers by.
- (c) All decorations visible from the common area must be removed no later than January 10<sup>st</sup>.

**Section 18 Outside Recreational Equipment**

- (a) No outside commercial recreational equipment such as ball pits, dump tanks, bounce houses, inflatable jumpers, etc. may be erected or used on any street, parking area, green belt or other common area within Del Prado without prior permission of the Homeowner's Association.
- (b) Permission will be contingent upon proof of insurance and the signing of a wavier of liability relieving the Del Prado Townhome Association from any responsibility for personal injury or property damage resulting from the use of such equipment.
- (c) A request stating the type of equipment, the date and the duration of use should be made to the Association Property Manager at least seven (7) days prior to the date of intended use by the person who will be responsible for the equipment. This request must be co-signed by the homeowner or their legal representative in the event the requesting person is not a Del Prado property owner.
- (d) Any cost to repair damage to the common area, irrigation system, lighting fixtures or other Association property caused by the use of this equipment will be added to the homeowner's monthly assessment.
- (e) Only residents of Del Prado and their guests may use the common areas for recreational purposes.

**Section 19 Storage Pods**

- (a) With prior permission, the placement of storage pods within Del Prado will be approved.
- (b) Pods must be placed upon a resident's driveway if the driveway is of sufficient length to prevent the pod from extending into the street. Otherwise the pod may be placed in a designated parking space, preferably within a parking well. If possible, the pod should not occupy more than one parking space.
- (c) The Del Prado property manager must be contacted prior to the placement of any pod.

# DEL PRADO TOWNHOME ASSOCIATION RULES AND REGULATIONS

## APPENDIX A

### SCHEDULE OF FINES AND PENALTIES

A Member of the Del Prado Townhome Association who has committed a violation of the Del Prado Townhome Association Rules and Regulations is subject to a penalty. The Board of Directors, after due consideration of a reported violation, may choose to impose the appropriate penalty, as enumerated here.

These Fines and Penalties are for single violations committed in any consecutive six (6) month period. Any similar subsequent violation committed in any six (6) month period is subject to double the published penalty, up to the limit allowed by California Law.

Any penalty that includes a cost to repair or replace damaged property can also include a reasonable fee for contracting or overseeing the repair.

| <b>Para</b> | <b>Description</b>  | <b>Fines and Penalties</b>   |
|-------------|---|--|
| 4 (a)       | Failure to remove pet refuse.   | \$50   |
| 4 (b)       | Failure to restrain pet.  | \$50, or restraint of animal by city officials.                          |
| 4 (c)       | Pet damage to common area.  | \$50, or cost to repair damage, whichever is greater.                    |
| 5 (a)       | Allowing clubhouse to be used by a non-resident, commercial, or a partisan political party. | \$50   |
| 5 (b)       | Lack of a resident adult at clubhouse activity.   | \$50   |
| 5 (d)       | Violation of clubhouse policies.  | \$50   |
| 5 (e)       | After hours clubhouse activity.   | \$50   |
| 5 (f)       | Lack of response to a request by the Clubhouse Committee Chairperson.                       | \$50   |
| 5 (g)       | Lack of advance notice of liquor at a clubhouse activity.                                   | \$100  |
| 5 (j)       | Failure to properly clean clubhouse after use.  | Loss of deposit, and/or cost to clean the clubhouse.                     |
| 5 (k)       | Damage to clubhouse or surrounding area.  | Loss of deposit, and/or cost to repair the damage.                       |
| 6 (a)       | Damage to common area.  | \$100, or cost to repair or replace damage, whichever is greater.        |
| 6 (c)       | Use of prohibited sports equipment in the common area.                                      | \$25, plus the cost to repair common area damage, if any.                |
| 6 (d)       | Golf practice, other than putting, in the common area.                                      | \$25, plus the cost to repair common area damage, if any.                |
| 6 (e)       | Failure to remove items from common area.   | \$50   |
| 7 (a)       | Loss of recreational area key.  | \$50, plus cost of key replacement                                       |
| 7 (b)       | Responsible for non-authorized entry into recreational area resulting in damage.            | \$100, loss of recreational area privileges, plus cost to repair damage. |



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| 7 (c)     | Allowing non-resident access pool area without an accompanying resident.   | \$100, or loss of pool privileges for 30 days, or both.  |
| 8 (a)     | Trash, garbage, refuse, or litter left in common area or in view from the common area.                           | \$50, plus cost to remove litter from common area.   |
| 8 (b)     | Trash containers in public view during other than authorized times.  | \$25   |
| 8 (c)     | Failure to adequately secure trash containers.   | \$25, plus cost to remove litter from common area.   |
| 8 (d)     | Trash containers placed on lawns, ivy, in flower beds or in streets.   | \$25   |
| 9 (a)     | Failure to comply with CC&R's and/or ACM.  | \$100  |
| 9 (b) (c) | Unauthorized alteration of a load bearing wall, party wall, exterior of building, or common area.                | \$500, and the cost of repair or replacement.  |
| 9 (d)     | Failure to maintain landscaping within patio area or failure to maintain walls or fences.                        | \$100, or the cost to correct the deficiency, whichever is greater.  |
| 9 (e)     | Failure to keep concrete driveway clean.   | \$50, or the cost to repair or restore area, whichever is greater.   |
| 9 (f)     | Unsightly items left in view of the common area, or poor maintenance of the visible part of a Separate Interest. | \$100, or the cost to remove the offending article(s) or the cost to clean or maintain the separate interest area, whichever is greater. |
| 9 (g)     | Failure to prune trees or shrubs within a Separate Interest.   | \$50, or the cost to trim the offending tree or shrub, whichever is greater.   |
| 9 (h)     | Improper painting of exterior of separate interest.  | \$150, or the cost to repaint the separate interest, whichever is greater.   |
| 9 (i)     | Unapproved air conditioning unit or cooling device.  | \$100  |
| 10 (d)    | Failure to include required statement in lease or rental agreement.  | \$100  |
| 10 (f)    | Causing a general nuisance, or disturbing the peace.   | \$200, and/or a loss of recreation area privileges for one month.  |
| 10 (g)    | Improper use of a Separate Interest, I. E. illegal, immoral, or business purposes.                               | \$1000.  |
| 11 (a)    | Installation of unapproved transmitting or receiving antenna or apparatus.                                       | \$200, or the cost to remove the devise, if necessary, whichever is greater.   |
| 11 (b)    | Excessive noise from TV, radio, musical instruments, etc.  | \$50   |
| 12 (a)    | Unauthorized sign affixed to a separate interest.  | \$50, or the cost to remove the signage, whichever is greater.   |
| 13 (a)    | Using pool other than during designated hours.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (c)    | Failure to follow the instructions of an authorized pool attendant or a member of the Board of Directors.        | \$100, or loss of pool privileges for 1 month, or both.  |
| 13 (d)    | Underage persons in spa area.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (e)    | Unsupervised minor, less than 14 years of age, in pool area.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (f)    | Pool guest unaccompanied by a Del Prado resident over 18 years of age, or excessive number of guests.            | \$100, or loss of pool privileges for 1 month, or both.  |

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| 13 (g) | Improper clothing of diaper-age children in pool.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (h) | Unclean pool or spa users.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (i) | Persons with communicable diseases using pool or spa.  | \$100, or loss of pool privileges for 1 month, or both.                                      |
| 13 (j) | Improper hair restraint In pool.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (k) | Diving in shallow area of pool.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (l) | Improper conduct in pool or spa area.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (m) | Throwing hard objects in pool or spa area.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (n) | Glass containers in pool area or spa area.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (o) | Food in pool or spa area.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (p) | Prohibited items in pool or spa area.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (q) | Failure to secure gates to pool or spa area.   | \$100, or loss of pool privileges for 1 month, or both.                                      |
| 13 (s) | Climbing fences in pool or spa area.   | \$100, or loss of pool privileges for 1 month, or both.                                      |
| 13 (u) | Moving pool equipment or diving from benches or other pool furnishings.                                | \$25, or loss of pool privileges for 1 week, or both.  |
| 13 (v) | Improper attire in pool or spa area.   | \$50, or loss of pool privileges for 1 week, or both.  |
| 13 (w) | Removing pool equipment from pool area or failure to return pool furnishings to proper location.       | \$25, or loss of pool privileges for 1 week, or both plus the cost to replace the equipment. |
| 13 (x) | Prohibited items in pool area.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (a) | Use of tennis courts before or after hours.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (b) | Improper shoes or attire on tennis courts.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (c) | Exceeding playing time when other players are waiting.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (d) | Failure to respect player priority after 5:00pm  | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (e) | Use of roller skates, roller blades, skateboards, bicycles or other prohibited items on tennis courts. | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (f) | Children interfering with play on tennis courts.   | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (g) | Unaccompanied guests in tennis court.  | \$100, or loss of pool privileges for 1 month, or both.                                      |
| 14 (h) | Exceeding guest limit on tennis courts.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (i) | Animals on tennis courts.  | \$25, or loss of pool privileges for 1 week, or both.  |
| 14 (j) | Failing to turn off lights on tennis courts.   | \$25, or loss of pool privileges for 1 week, or both.  |

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| 14 (k)            | Failing to lock gate when leaving tennis courts.   | \$25, or loss of pool privileges for 1 week, or both. |
| 14 (l)            | Leaving trash on the tennis courts.  | \$50, or loss of pool privileges for 2 week, or both. |
| 15 (a)<br>(b) (c) | Unauthorized vehicles: I. E., commercial, vehicles not belonging to residents, unlicensed, un-registered vehicles. | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (d)            | Speeding   | \$100   |
| 15 (e)            | Parking in a no parking area.  | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (f)            | Parked vehicle extending into the street.  | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (g)            | Exceeding the number of parked vehicles allowed per resident.  | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (h)            | Abandoned, unused, inoperative, or non-operational vehicle on streets or in parking wells.                         | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (i)            | Vehicle repair on common area or in streets.   | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (j)            | RV's, campers, or boats parked on street or in parking wells.  | \$100, plus cost to remove vehicle, if necessary.     |
| 15 (k)            | Unauthorized guest parking or parking in excess of posted duration.  | \$50, plus cost to remove vehicle, if necessary.      |
| 15 (l)            | Garage door left open when no activity in garage.  | \$25  |
| 15 (m)            | Parking in excess of posted duration.  | \$100, plus cost to remove vehicle, if necessary.     |
| 17 (c)            | Failure to remove holiday decoration.  | \$50  |
| 18 (a)            | Use of outside recreational equipment without approval of the Homeowner's Association.                             | \$75  |

**Del Prado Townhome Association**  
**% Condoministration Unlimited**  
**355 N. Lantana #710**  
**Camarillo, CA 93010**  
**(805) 984-1648**

**RULES AND REGULATIONS VIOLATION NOTIFICATION**

**TO:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_  
 \_\_\_\_\_  
(CITY) (STATE) (ZIP CODE)

**DATE:** \_\_\_\_\_ **TIME:** \_\_\_\_\_ **am/pm**

**LOCATION:** \_\_\_\_\_

**VEHICLE:** \_\_\_\_\_  
(MAKE) (MODEL) (LICENSE #)

**DESCRIPTION:** \_\_\_\_\_  
(NOTES)

\_\_\_\_\_  
(PARAGRAPH)

- FIRST VIOLATION (WITHIN 6 MONTHS)**       **SUBSEQUENT SIMILAR VIOLATION (WITHIN 6 MONTHS)**

The above violation of the Del Prado Townhome Association Rules and Regulations was reported to, or observed by, a member of the Del Prado Townhome Association's Board of Directors or Rules Committee.

The Covenants, Conditions, and Restrictions of The Del Prado Townhome Association, its By-Laws, and the California Civil Code (Sections 1357.100-1357.150) give the Board of Directors the authority to adopt and enforce reasonable rules to manage and ensure the proper operation of the Association and its common areas. Accordingly, the Board of Directors will consider this violation at its scheduled meeting on \_\_\_\_\_, at \_\_\_\_\_ am/pm in the Del Prado Clubhouse. At which time the Board of Directors may consider disciplinary action, in accordance with published guidelines, which may include a fine of \$ \_\_\_\_\_ and/or the cost to repair or replace the damaged property, and/or a restriction of a Member's use of the common area for \_\_\_\_ days, in accordance with the Schedule of Fees and Penalties, as adopted and published by the Board of Directors. Subsequent similar violations within any six (6) month period are subject to twice the above penalty.

If you would like to discuss this issue you are invited to attend and address the Board of Directors at the scheduled meeting date. It is within your rights to request a private Executive Meeting of the Board of Directors to discuss this violation, by written request, delivered to the above address, at least 10 days prior to the above scheduled meeting.

**PENALTY NOTIFICATION**

The above violation was considered by the Board of Directors on (date) \_\_\_\_\_. The following penalty was levied: \_\_\_\_\_

This is your notification of the penalty in accordance with California Civil Code.

Fines will be included as a separate item on your next notice of regular assessment (dues).

Penalties that include loss of pool privileges will require you to forfeit your pool key to the Board of Directors for the specified period. Additional fines may be levied for failure to return your key within 10 days of this notice and every 30 days after that until the key is returned. Penalty times will start when the key is forfeited.

Forfeiture date : \_\_\_\_\_ Key # \_\_\_\_\_

**SIGNED:** \_\_\_\_\_ **OFFICE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_