



Castilleja del Arroyo Homeowners Association
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RULES AND POLICIES HANDBOOK 2023



We enjoy many benefits from living in our community. We have the opportunity to interact with our neighbors and enjoy a pleasant climate with nearby stores, recreation, and businesses. We also have many essential services and other needs provided through our homeowner's association (HOA). An essential part of this is that our HOA, through its community-elected Board of Directors, equitably manages our complex, including by establishing and maintaining rules and policies that govern the HOA members and tenants. These rules and policies are summarized in this Handbook.

The foundation of our rules and policies is our Bylaws and Covenants, Conditions & Restrictions (CC&Rs) which require our HOA Board of Directors to establish rules and policies for the management of the Castilleja del Arroyo (CDA) complex. These rules and policies are intended to promote a mutually satisfying environment for all residents of the complex, protect the investment of each homeowner, and to reduce homeowner and tenant liability to a minimum.

Please note that this Handbook summarizes our CDA rules and policies for your convenience, but it does not contain all of the details found in the Bylaws, CC&Rs, annual Policy Statement (sent to owners each year), and California laws that apply to owners, tenants, employees, and the HOA Board. For example, this Handbook does not include information about dispute resolution or payment of dues.

The rules and policies in this Handbook, and any additional rules and policies approved and posted by the HOA Board of Directors, are binding on all homeowners, tenants, and their guests. This Handbook, and the rules and policies it contains, supersedes all previously dated Handbooks of the Castilleja del Arroyo HOA.

For more information about these rules and policies, please contact us by email at castillejadelarroyo@gmail.com, call the Onsite Manager at 925-290-7456, or contact the Offsite Manager at 925-243-1797, ext. 103.

**Castilleja del Arroyo HOA
Board of Directors**

INSURANCE

1. **HOA Insurance:** The Castilleja del Arroyo HOA carries a master policy of insurance on the Common Area of the development, which includes the building structures. This policy does not cover any personal property, appliances, cabinets, nor improvements made to individual Units.
2. **Owner Insurance:** Each Unit owner must obtain personal liability and property insurance. This should include loss assessment coverage as protection against an assessment for uninsured losses or for any other loss in excess of insurance.
3. **Renter Insurance:** If a Unit is rented, the tenant must obtain their own renter personal liability and personal property insurance. Unit owners should require their tenant to obtain this insurance as part of the lease/rental agreement and make sure the tenant complies at every renewal.

NOISE AND CONDUCT

1. **Noise:** The volume of radios, televisions, stereos and other sources of sound shall be kept at a reasonable level so as to not disturb the other residents at ALL times.
2. **Riding in the Common Area:** No bicycle, skateboard, scooter or roller skates/roller blade riding is allowed in the Common Area at any time.
3. **Play in Parking Areas:** No playing is allowed in the parking lot or driveway areas.
4. **Offensive Activity:** No activity shall be carried on within any Unit or the Common Area which may be or become a nuisance, disturbance or annoyance to other residents or interfere with their enjoyment of their property or the Common Area.
5. **Actions of owners, tenants and guests:** Each owner and each tenant is responsible for
 - a. their actions, and the actions of all their Unit's occupants, guests, invitees, agents or representatives, and
 - b. repair of damage to any portion of the common area from the negligent or intentional conduct of an owner, tenant, occupant, guest, invitee, agent or representative.

GENERAL RULES

1. **Exterior Antennas or Wires:** No antennas or wires may be placed outside Units. Exception: a satellite TV antenna may be placed on the roof using a non-penetrating roof mount approved by the HOA. For this, only one black-colored cable may be routed from that antenna to the Unit and must be routed in the most unobtrusive way possible. The cable may only be attached to the existing cable connection passing through the exterior wall into the living room of the Unit. No holes may be drilled through the exterior wall. No additional cables may be run on the outside of the Unit.
2. **Clothes Drying:** No visible exterior clothes lines, nor drying of clothes, towels, carpets, etc., on balconies, stairway railings or fences is permitted at any time.
3. **Common Area Cleanliness:** No waste shall be placed upon the Common Area, including trash or debris placed outside your door, even temporarily. Entrances and other Common Areas shall be clear of litter and shall not be blocked nor used for storage of any items. Pathways, sidewalks and entrances/exits may not be obstructed in any manner.
4. **Loitering:** No loitering in any part of the Common Area at any time.
5. **Damage to Common Area:** Owners are responsible for any damage caused to the Common Area by themselves, their tenants or their guests.
6. **Trash:** All containers in the trash enclosures are for residents only. The trash compactor shall only be used for household trash. Place all recycling materials into the recycling containers and

break down all boxes. Place all composting materials into the designated composting container. All containers have signs indicating the authorized items for that type container. Please comply with these signs. No furniture, mattresses, box springs, appliances, oil, paint, construction materials or toxic materials shall be placed anywhere in the trash enclosure or in the Common Area of the complex.

7. **Smoking:** No smoking is allowed inside any Unit. Also, there is no smoking allowed close enough to any CDA building that allows smoke to enter any Unit window or door.
8. **Signs:** No decals, signs, plaques, flags, pictures, posters, etc., may be displayed in any window or door with the exception of a single sign of customary design and reasonable dimensions advertising your Unit for sale or for rent that may be placed in one of your Unit's windows in the front and one more in the back. You may not display any signs of any type anywhere outside your Unit.
9. **Window/Door Coverings:** Drapes, blinds, curtains, or other window coverings must be white in color and of a texture or material that is harmonious with the exterior appearance and design of the other Units. No windows may be painted or covered by foil, cardboard or similar materials. Doors and door openings shall not be covered with any material, including drapes, curtains, etc., except for approved screen/security doors.
10. **Holiday Decorations:** Holiday decorations may not be put up more than two weeks before the holiday period and must be removed within one week after the holiday period is over. Do not damage Association property when you put your decorations up. For example, drilling any holes or installing any permanent nails, screws, hooks, etc., is not allowed. Please remember all exterior surfaces, including balconies and back patio areas, are not part of your Unit, they are Association property.
11. **Business/Commercial Use:** You may conduct business or commercial activities in your Unit, but only if these activities have no visibility or affect outside your Unit.

PATIOS AND BALCONIES

1. **Animal refuse:** Animal refuse shall be picked up from the patio area and the balconies in a timely manner and placed into the proper receptacle.
2. **Structures:** No structure shall be erected in a patio area or on the balcony which is visible above the fence line when standing in the Common Area. Exceptions require prior written approval of the HOA Board of Directors.
3. **Fires/BBQ Equipment:** You may have a barbeque grill to prepare food in your backyard or on your balcony, if the grill is safe and manufactured for that purpose. No fire pits, fire places, Chimineas or similar objects may be used. You may not have any other fires anywhere in the development.
4. **Objects on Balconies:** Balconies may only contain well-maintained patio furniture, approved barbecue equipment, bicycles or live plants. Exceptions require prior written approval of the HOA Board of Directors.

LEASE/RENTAL AGREEMENTS

Tenant HOA Documents and Compliance: Owners must provide tenant(s) with a copy of the Bylaws, CC&Rs, and the Rules and Policies Handbook. All tenants are subject to these documents, and the owner may be subject to penalties for any violations. All lease/rental agreements shall include a section whereby the tenant(s) agree to abide by these documents.

Lease/Rental Agreements to HOA: Lease/Rental agreements shall not be for a period of less than 90 days. A copy of the signed lease/rental agreement with each tenant's name, telephone number, and email address shall be provided to the HOA within ten (10) days of the lease/rental agreement being signed.

OCCUPANCY LIMITS

The maximum number of occupants for each Unit is two per bedroom plus one. This includes all people in the Unit, regardless of age.

Number of Bedrooms	Maximum Number of Occupants
1	3
2	5
3	7

LAUNDRY ROOMS

1. Laundry rooms are for residents only.
2. Laundry Rooms are open daily from 8 AM to 9 PM.
3. Doors shall not be propped open or blocked in any way.
4. The HOA is not responsible for any clothes left unattended.
5. Clothes left in any machine for more than 30 minutes past the end of the cycle may be removed from the machine so the machine can be made available to another resident.
6. If you have a problem with a machine, contact the Onsite Manager at (925) 290-7456.
7. The Unit owner is responsible for providing a laundry room key to their tenant. Replacement keys are \$50.

PETS

1. Dogs in the Common Area shall be on a leash and under the direct control of their owner at all times.
2. Residents shall not allow their pets to interfere with, bother or harass any people or other animals in any way.
3. Pet owners are responsible for the immediate removal of their pet's waste from the Common Area. Failure to comply may result in the Unit owner being fined and/or assessed for the repair of any damage to the landscaping caused by that pet.
4. No person shall bring a vicious animal onto the HOA property.
5. The HOA Board of Directors may prohibit the keeping of any animal that, in the sole and exclusive opinion of the Board, constitutes a nuisance.

POOL

1. Only residents and their guests may enter the pool area. Guests shall be accompanied by a resident at all times. A maximum of two (2) guests are allowed from each Unit.
2. No one under the age of fourteen (14) shall enter the pool area without the supervision of an adult over 18 years of age.

3. During the pool season (May - October), the pool is open from 8:00 am through 9:00 pm.
4. No animals, vehicles, equipment, large inflatables or machinery are allowed in the pool area. This includes, but is not limited to, pets, bicycles, skateboards and scooters.
5. Entry into the pool area shall be by the gate only, utilizing a resident key. The gate is to be closed securely after each entry or egress. The gate shall not be propped open at any time.
6. No glass of any type shall be allowed anywhere in the pool area at any time.
7. No alcohol shall be allowed anywhere in the pool area at any time.
8. No running, horseplay or diving.
9. Radios, stereos, etc. shall not be played at a level that causes a nuisance.
10. If requested to do so by HOA employees or a member of the HOA Board of Directors, any person within the pool area shall be required to identify themselves by Unit number and to produce a resident key to the pool gate.
11. Emergency equipment, such as rescue flotation devices or safety pool hooks, shall not be used except in an actual emergency.
12. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not enter the pool water.
13. There is no bathroom in the pool area. Please use the bathroom in your Unit.
14. Remove all personal items when leaving the pool area. Personal items left in the pool area after closing shall be disposed of.
15. All activities within the pool area are monitored by security cameras.
16. The maximum pool area occupancy is 50 persons.

ARCHITECTURAL RULES

As defined in the By-Laws and CC&Rs, the Castilleja del Arroyo (CDA) HOA Board of Directors may establish rules for the Association. These rules are intended to protect the investment of each homeowner and to promote a mutually satisfying environment for all residents of the complex.

No addition, change, alteration, replacement or maintenance affecting the exterior of any Unit, or to the utilities supplying any Unit, or that affects the structural integrity of any building shall be made by any Owner until plans and specifications have been approved in writing by the Castilleja del Arroyo HOA Board of Directors utilizing the Architectural Application form. No modification that adds a wall to the interior of any Unit, such as to add a room, is allowed.

The following rules are binding on all homeowners and their tenants. These rules supersede all previous architectural rules of the Castilleja del Arroyo HOA.

1. **Insurance:** Proof of current homeowner's general liability insurance must be included with the application. If work is being done by a contractor, proof of the contractor's current general liability insurance must also be included.
2. **Colors:** The color of exterior walls, doors, windows and trim shall be consistent throughout the complex. Only colors approved by the Castilleja del Arroyo HOA Board shall be used.
3. **Windows:**
 - a. Windows shall be replaced with the exact same size windows.
 - b. No structural changes to the wall may be performed.
 - c. The window material shall be vinyl or fiberglass.
 - d. The frame shall be white in color.

- e. The configuration of windows may be side-to-side, single, or double hung, with the exception of 2nd-floor front bedroom windows on 2-story Units, which shall be a 25/50/25 configuration with the two 25-percent outside panels sliding side-to-side and the 50-percent middle panel being fixed.
 - f. Windows shall have dual-pane, clear, low-e glass. The exception being the bathroom window which shall have privacy glass.
 - g. Windows may be either replacement windows or new construction windows. Any change to the stucco around the window, particularly the removal and replacement of stucco required when installing new construction windows, shall require the owner to return the stucco to the original condition after window replacement.
4. **Sliding Glass Doors:**
- a. Either the same style sliding glass door may be installed or it may be replaced with French Doors. For either choice, the exact same size door must be installed.
 - b. No structural changes to the wall may be performed.
 - c. The door material shall be vinyl or fiberglass.
 - d. The frame shall be white in color.
 - e. For either sliding glass doors or French Doors, the panels must be 36-inches in width.
 - f. Door panels shall have dual-pane, clear, low-e glass.
 - g. French Doors may have horizontal window blinds incorporated within the dual panes of glass.
 - h. Doors may be either replacement doors or new construction doors. Any change to the stucco around the door, particularly the removal and replacement of stucco required when installing new construction doors, shall require the owner to return the stucco to the original condition after door replacement.
5. **Front Doors:**
- a. Front doors shall be replaced with the exact same size door.
 - b. No structural changes to the wall may be performed.
 - c. The door material shall be solid-core fiberglass.
 - d. The door shall be either a flat slab, six-panel, or four-panel with half-circle glass at the top.
 - e. The exterior of the door shall be painted the color approved by the Castilleja del Arroyo HOA Board of Directors.
6. **Front Screen/Security Doors:**
- a. Door must be the appropriate size for the front door.
 - b. No structural changes to the wall may be performed.
 - c. The door shall be a metal screen type with no glass or glass-like elements.
 - d. The door shall be black in color.
7. **Balcony:**
- a. The Owner is responsible for maintaining the cleanliness of the balcony.
 - b. No alterations or attachments shall be made to the walls, rails, supports, top or bottom surfaces.
 - c. No nails, screws, etc., shall be used to penetrate the structure of the walls or balcony. Repeated drilling of holes weakens the structure as well as creating places for wood wasps and boring beetles to live.
8. **Back Patio:**
- a. The Owner is responsible for maintaining the cleanliness of the back patio.
 - b. No alterations or attachments shall be made to the walls, slab or fences.

- c. No nails, screws, etc., shall be used to penetrate the structure of the walls or fences. Repeated drilling of holes weakens the structure as well as creating places for wood wasps and boring beetles to live.
- d. No items shall be placed in the back patio area that can be seen above the fence line.

9. Patio Fences:

- a. No alterations of any type shall be made.
- b. Cleanliness of the interior of the fence is the responsibility of the Unit owner. Maintenance of the fence is the responsibility of the Association.

10. Awnings/Shades:

- a. No awnings, shades, curtains, blinds, etc., shall be placed anywhere on the exterior of the building, including the balcony/back patio areas.

11. Plumbing:

- a. Water supply lines into the Units, starting from the exterior shut-off valves, are the responsibility of the Unit owner. Lines that are shared by more than one Unit are the equal responsibility of all the Unit owners that line supplies. This includes the cost of any damage caused by the failure of the aforementioned supply line, regardless of where the damage occurs.
- b. No alterations of the plumbing may be made that will increase water supply or drainage requirements, such as those that may be required for an in-Unit clothes washer, unless approved in writing by the Castilleja del Arroyo HOA Board of Directors.

12. Electrical:

- a. Electrical wiring within the walls is the responsibility of the Association. Only simple outlet or switch replacement by the owner without written approval is permitted.
- b. No alterations, such as added circuits, outlets, switches, etc., shall be made without written approval of the Castilleja del Arroyo HOA Board of Directors.
- c. No alterations of the electrical may be made that will increase the electrical load, such as those that may be required for an in-Unit electric clothes dryer, unless approved in writing by the Castilleja del Arroyo HOA Board of Directors.

13. Structural Integrity:

- a. Interior changes to a Unit affecting the structural integrity of the walls or ceiling shall require approval by the Castilleja del Arroyo HOA Board of Directors prior to any work being performed.
- b. All work affecting the structural integrity of the buildings shall require a building permit.

14. Landscaping:

- a. All back patio areas in the complex are owned by the Association and are not part of any Unit. Any plants placed into the ground become the property of the Association.
- b. A Unit owner may landscape their back patio area with the following restrictions:
 - i. Landscaping must not cause water to pool against the building walls. Adequate drainage away from the building must be implemented.
 - ii. Trees and shrubs in the back patio area are the responsibility of the Unit owner. They must be maintained so as not to interfere with or cause damage to the building, fence or slab. Any damage caused shall be the full responsibility of the Unit owner.
 - iii. If modifying the back patio landscaping, adequate ground cover must be installed to prevent soil erosion.
- c. A Unit owner may landscape a small plot in front of their Unit under these rules:
 - i. All owners are encouraged to use landscaping that minimizes water use.

- ii. Landscaping must not cause water to pool against the building walls. Adequate drainage away from the building must be implemented.
- iii. All plants in this area are the responsibility of the Unit owner. They must be maintained so as not to interfere with or cause damage to the building, fence or slab. Any damage caused shall be the full responsibility of the Unit owner.
- iv. All shrubs in the front area must be trimmed to a height no taller than 3 feet.
- v. All trees in the front area must be trimmed to a height no taller than 8 feet.
- vi. No planting in the front area may extend onto the sidewalk or any other path of travel.
- vii. Adequate ground cover must be installed to prevent soil erosion.

MAINTENANCE OBLIGATIONS

The HOA is responsible for maintaining the Common Area of the complex. This includes repairing and painting the exteriors of all buildings, fences and common areas such as the pool area and laundry rooms. The HOA also maintains the roofs and replaces them as necessary.

The HOA is not responsible for the maintenance or replacement of a) windows or window screens, or b) water pipes or electrical wiring within Unit walls. Note that the HOA is responsible for the natural gas lines and these should not be modified by owners or tenants. The HOA assumes and funds only those obligations specified in the CC&Rs. The following Table shows which items the HOA or Owner is responsible for.

<u>Common Area</u>	<u>Maintain</u>	<u>Repair</u>	<u>Replace</u>
Pool, landscaping, irrigation, carports, parking areas, trash enclosures, Common Area lighting, fences and laundry rooms	HOA	HOA	HOA
<u>Other Areas</u>			
Roof	HOA	HOA	HOA
Roof flashing	HOA	HOA	HOA
Facia board	HOA	HOA	HOA
Downspouts	HOA	HOA	HOA
Patio fences	HOA	HOA	HOA
Balcony	HOA*	HOA	HOA
Buildings	HOA	HOA	HOA
Front door/Stairwell lights	HOA	HOA	HOA
Front doors	HOA*	Owner	Owner
Patio light fixtures	Owner	Owner	Owner
Windows	Owner	Owner	Owner
Sliding glass doors	Owner	Owner	Owner
Screens	Owner	Owner	Owner
Water pipes or electrical wiring within Unit walls	Owner	Owner	Owner

* Maintain refers to painting of these areas. Owner responsible for keeping these areas clean.

AIR CONDITIONERS

1. Unit owners may install a central air conditioning system in their Unit, but only if approved by the CDA Board through an architectural request. Such systems must be permitted by the City of Livermore, and professionally installed. Portions of these systems that are required to be exterior to the Unit may be placed on the Unit's balcony or within the Unit's patio area.
2. Unit owners, or a resident with permission from their Unit owner, may install one or more through-the-wall air conditioners in their Unit, but only if approved by the CDA Board through an architectural request. Because of safety issues and appearance, this is the preferred method for an individual air conditioner to be installed.
3. A Unit owner, or a resident with permission from their Unit owner, may install Unit air conditioners in their Unit's windows, subject to the following conditions:
 - a. Any window air conditioner shall be mounted in a window according to the recommendations of the manufacturer, including installation of all necessary brackets, supports, reinforcement, etc., required to ensure the window air conditioner does not fall from the window.
 - b. No part of any air conditioner installed on the second floor may extend over or within three (3) horizontal feet of any sidewalk, path, driveway, or concrete area intended for people to walk on or vehicles to travel on.
 - c. For all air conditioners mounted in windows on the second floor, and prior to the installation of any such air conditioner, the Unit owner shall sign a CDA Air Conditioner Waiver of Liability accepting full and total responsibility for any damage or injury related to the air conditioner.
 - d. Once an air conditioner is mounted in any window, all remaining open space in the window shall be covered. The covering shall comply with the following:
 - i. If the air conditioner has horizontal panels incorporated into it, they may be used to fill in the remaining horizontal space in the window.
 - ii. All remaining open space not covered by the panels indicated in the previous subsection shall be covered with wood painted the same color as the adjacent stucco. This paint shall be provided by the HOA.
 - iii. No other materials or colors are acceptable.

TEMPORARY STRUCTURES

Play structures, tents, etc., may be placed onto the Castilleja del Arroyo (CDA) HOA property with prior written approval of the CDA Board. No structure shall remain on the property overnight, without prior written approval of the CDA Board. No structure may be placed onto the CDA property without a Temporary Structure Waiver of Liability document signed by the resident responsible for the structure prior to the placement of the structure on the CDA property. Any damage caused by this

structure, or the use thereof, is the sole responsibility of the CDA HOA Resident indicated in the Temporary Structure Waiver of Liability document.

PARKING RULES

The following parking rules are to be observed by all owners, residents and their invitees:

DEFINITIONS

"Unit Parking Space" - a covered vehicle parking space designated by the Board for the exclusive use of a Unit owner.

"Visitor Parking Space" - an uncovered vehicle parking space.

"CDA Hang Tag" - a parking permit issued by the Association for parking in a Visitor Parking Space; each hang tag has a visible CDA logo and a visible unique serial number.

"Allowed Personal Vehicle" - an operable, licensed, and appropriately maintained personally owned and/or operated passenger automobile, sports utility vehicle, motorcycle, truck having a capacity of one half (1/2) ton or less, or van having a seating capacity of eight (8) persons or less.

"Allowed Commercial Vehicle" - an operable, licensed, and appropriately maintained commercial vehicle that can safely maneuver within the development without causing property damage or personal injury, and that temporarily operates and/or parks within the development to conduct business at the specific invitation of, and under the supervision of an owner, resident or the Association, for

- a. delivery or pickup of personal property, such as by a moving company, or furniture delivery service,
- b. delivery or pickup of mail or packages, such as by a package delivery service or the United States Postal Service,
- c. the establishment or maintenance of utility or similar services, or
- d. a public service, such as law enforcement, emergency, government, or similar functions.

GENERAL VEHICLE RULES

1. No vehicle shall be operated or parked within the development unless it is an Allowed Personal Vehicle, or an Allowed Commercial Vehicle.
2. At no time shall any vehicle, other than an emergency or law enforcement vehicle, park, even temporarily, in any area within the development designated as a No Parking Zone (Red Zone). Vehicles in violation of this prohibition are subject to immediate removal by the Association.
3. No vehicle may be parked at any time, even temporarily, in any area of the development other than a Unit Parking Space or a Visitor Parking Space. Notwithstanding the foregoing, the temporary parking of vehicles in driveway areas shall be permitted for the furnishing of goods and services, or for loading or unloading purposes, provided, however, that (A) the operator of the vehicle remains in the vicinity of the vehicle at all times in order to move the vehicle to unblock other vehicles when necessary, and (B) the vehicle is removed immediately after the

furnishing of goods and services, or loading and unloading, is complete. Such temporary parking shall be limited for a maximum total of two (2) hours within any twenty-four (24) hour period, unless otherwise approved in advance, in writing, by the Association.

4. Any vehicle parked in any parking space within the development shall not a) extend into the vertical space above any part of any sidewalk, painted white line, or driveway, or b) bypass or straddle the concrete wheel stop.
5. Any vehicle parked in any parking space within the development shall park parallel to the painted white line(s) that define the parking space.
6. No vehicle, of any type, shall be parked, even temporarily, in a Unit Parking Space, without the permission of that Unit owner.
7. No person shall construct, repair, service or maintain any vehicle within any portion of the development, except for emergency repairs, to the extent necessary to remove the vehicle to a proper repair facility, or for minor repairs requiring less than one (1) day's work.
8. No person shall operate, park, leave, or abandon any vehicle in a manner that impedes or prevents ready ingress, egress, or passage through the development, or in a manner that impedes or prevents access to or from any parking space within the development.
9. All parking spaces shall be used exclusively for the parking of vehicles, and may not contain at any time, even temporarily, any other object, such as, but not limited to, equipment, a container, a sign, or any personal property.
10. No more than one vehicle of any type shall be parked, even temporarily, in a Visitor Parking Space.
11. No more than two vehicles may be parked in a Unit Parking Space provided one of the vehicles is a scooter or motorcycle parked perpendicular to the length of the parking space and parked between the concrete wheel stop bumper and the sidewalk.
12. Any signs or markings of a commercial nature visible on an Allowed Personal Vehicle parked within the development shall be unobtrusive and inoffensive, as determined by the Board.
13. Allowed Personal Vehicles shall not contain any trade equipment or tools that are visible from the Common Area.
14. The Association shall have the right and power to remove any vehicle within the development parked in violation of this Restated Declaration or the Rules, in accordance with the provisions of Section 22658 of the Vehicle Code.

RULES FOR MAINTENANCE AND REPAIR OF PARKING SPACES

15. Each owner shall maintain their Unit Parking Space in a neat and clean condition, free of oil, grease, and other debris.
16. The Association shall maintain Visitor Parking Spaces.
17. Repair or Replacement of all parking spaces is the responsibility of the Association.

ADDITIONAL RULES FOR USE OF VISITOR PARKING SPACES AND CDA HANG TAGS

18. A vehicle parked in a Unit Parking Space is not required to display a CDA Hang Tag at any time.
19. Each and every vehicle parked in a Visitor Parking Space at any time between the hours of 5 PM through 7 AM, on any day, shall display a CDA Hang Tag within the vehicle, hanging from the rearview mirror, with the serial number facing forward and visible through the windshield. For those vehicles without a rearview mirror, the CDA Hang Tag shall be displayed on top of the dashboard such that the serial number is clearly visible from outside the vehicle. A CDA Hang

Tag placed anywhere else in the vehicle, even though it may be visible from outside the vehicle, is considered invalid.

20. No vehicle shall occupy the same Visitor Parking Space for longer than 96 consecutive hours, unless the owner has obtained written approval from the Association for a limited one-time extension.
21. CDA Hang Tags shall be issued by the Association under the following procedures and restrictions:
 - a. Each owner shall be issued exactly one (1) CDA Hang Tag that may be used for parking an Allowed Personal Vehicle or an Allowed Commercial Vehicle in a Visitor Parking Space, by any person the owner designates, at the sole discretion of the owner. Each owner is solely responsible for the use of their CDA Hang Tag.
 - b. Each Board member that is not a resident of the development shall be issued one (1) CDA Hang Tag that may be used by that Board member to conduct Association business.
 - c. The off-site management company under contract to the Association shall be issued one (1) CDA Hang Tag that may be used by their employees to conduct Association business.
 - d. The possession of a CDA Hang Tag shall not be construed to guarantee that a Visitor Parking Space shall be reserved or available for any vehicle.
 - e. CDA Hang Tag serial numbers, and the name and address of the person or organization to which they were originally issued, shall be recorded and maintained on file by the Association. This information may be used to enforce these CDA Vehicle Operation and Parking Rules and may be disclosed to third-party agents responsible to the Association for enforcement of these Rules.
 - f. If a CDA Hang Tag is lost or stolen, it shall become invalid upon notice to the Association by the owner, Board member, or off-site management company to which the CDA Hang Tag was issued. A replacement CDA Hang Tag shall not be issued until the lost or stolen CDA Hang Tag is invalidated and payment of a \$50.00 replacement and administrative fee is received by the Association from the owner, Board member, or off-site management company to which the CDA Hang Tag was issued.
 - g. A forged, photocopied, or altered CDA Hang Tag is invalid.

VIOLATIONS AND VEHICLE TOWING

22. Only the Association shall have a vehicle towed from the development for a violation of a CDA Vehicle Operation and Parking Rule. For a vehicle that is parked in a Unit Parking Space without the permission of the owner, the owner or resident shall contact the CDA Onsite Manager at (925) 290-7456 to have that vehicle towed.
23. The Board shall establish with one or more local towing companies, written agreements that provide permission for, and establishes rules, conditions, and pricing for towing services within the development. The Association must use one of these companies to tow a vehicle from any parking space, or from any other area of the development. An owner or resident may have their own personally-owned vehicle towed from the development using one of these companies, or another company of their choosing.
24. The following vehicles shall be subject to immediate towing at the vehicle owner's expense:
 - a. Any vehicle, other than an emergency or law enforcement vehicle, parked in any area within the development designated as a No Parking Zone (Red Zone).

- b. Any vehicle displaying an invalid CDA Hang Tag anywhere in the development at any time, including one that was lost or stolen and then declared invalid by the Association.
 - c. Any vehicle parked in a Unit Parking Space without the permission of the owner.
25. Except for vehicles subject to immediate towing as provided in Rule 20 above, all vehicles violating a CDA Vehicle Operation and Parking Rule shall receive one (1) warning of the violation, which shall be a decal placed on the driver's window. An additional warning shall only be issued to the same vehicle for violating the same Rule if more than 12 months' time has elapsed since that warning was issued.
26. Any vehicle found in violation of the same CDA Vehicle Operation and Parking Rule for which that vehicle received a warning within the last 12 months, shall be subject to immediate towing at the vehicle owner's expense, provided either a) the time elapsed since the warning was issued is more than 24 hours, or b) there is clear evidence the warning has been seen, as determined by the Association, such as the vehicle having been moved or the warning decal having been removed.

DISCIPLINE POLICY FOR VIOLATIONS

For any violation of the CDA Bylaws, CC&Rs, or the Rules and Policies in this Handbook by any owner, tenant, any of their guests or invitees, the HOA Board of Directors will request the owner(s) of the Unit(s) involved to correct the violation. If the violation is not corrected, the Board of Directors may call the owner(s) to a hearing and may impose fines and/or loss of privileges on the owner(s) as defined in the CC&Rs.