



Castilleja del Arroyo Homeowners Association  
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# 2026 RULES AND POLICIES HANDBOOK



We enjoy many benefits from living in our community. We can 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 homeowners 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 minimize homeowner and tenant liability.

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](mailto:castillejadelarroyo@gmail.com), call the Onsite HOA Manager at 925-290-7456, or contact the Offsite Manager at 925-495-4545.

## **Castilleja del Arroyo HOA Board of Directors**

### **SUMMARY OF CHANGES** (noted as ***bold and italicized*** text):

- a) **Page 3 - INSURANCE:** Clarifies the scope of HOA insurance and requires Unit Owners to provide the HOA with a copy of the Declarations Page(s) for the owner's insurance and all renters insurance.
- b) **Page 4 - GENERAL RULES:** Adds Rule 12 Pests that clarifies the HOA and Owner responsibilities for eradicating pests.

## LEASE/RENTAL AGREEMENTS

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

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

## 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

## INSURANCE

- HOA Insurance:** The Castilleja del Arroyo HOA carries a master insurance policy for the Common Area of the development, which includes the building structures. This policy does not cover any portion of any Unit or any personal property.
- Owner Insurance:** Each Unit owner must obtain and maintain personal liability and property insurance for their Unit. This should include loss assessment coverage as protection against an assessment for uninsured losses or any other loss above insurance. Annually, Unit owners shall provide the HOA with a copy of their insurance policy Declaration Page(s).
- Renter Insurance:** If a Unit is rented, the tenant must maintain personal liability and personal property insurance for renters. Unit owners should require their tenant(s) to obtain this insurance as part of the lease/rental agreement and must ensure the tenant keeps their policy current. Annually and for new renters, Unit owners shall provide the HOA with a copy of their renter's insurance policy Declaration Page(s).

## NOISE AND CONDUCT

- Noise:** At all times, the volume of radios, televisions, stereos, and other sources of sound in a Unit or the common area must be kept at a reasonable level to not disturb other residents.
- Riding in the Common Area:** At all times, riding a bicycle, skateboard, scooter, roller skates, rollerblades, or similar devices is prohibited in the Common Area.
- Play in Parking Areas:** No playing is allowed in the parking lot or driveway areas at any time.
- Offensive Activity:** No activity may be carried on within any Unit or the Common Area that is or may become a nuisance, disturbance, or annoyance to other residents or otherwise interfere with their enjoyment of their property or the Common Area.
- Actions of owners, tenants, and guests:** Each owner and each tenant is responsible for
  - their actions, and the actions of all their Unit's occupants, guests, invitees, agents or representatives, and
  - 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, cables, 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, exactly 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 connected 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.
2. **Clothes Drying:** No visible exterior clotheslines are permitted at any time. Drying of clothes, towels, carpets, etc., on balconies, stairway railings, or fences is not permitted at any time.
3. **Common Area Cleanliness:** No waste may be placed in the Common Area, including trash or debris placed outside your door, even temporarily. Entrances and other Common Areas must be clear of litter and must not be blocked nor used for storage of any items. Pathways, sidewalks, and entrances/exits must not be obstructed in any manner.
4. **Loitering:** No loitering is allowed 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. Trash compactors must 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 of container. Please comply with these signs. Furniture, mattresses, box springs, appliances, oil, paint, construction materials, or toxic materials must not be placed anywhere in the trash enclosure or anywhere else on the property.
7. **Smoking:** No smoking is allowed inside any Unit. Also, no smoking is 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. Exception: A single sign of customary design and reasonable dimensions advertising your Unit for sale or rent 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 and of a texture or material that is harmonious with the exterior appearance and design of other Units. No windows may be painted or covered by foil, cardboard, or similar materials. Doors and door openings may 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 are not visible outside your Unit or affect anything outside your Unit.
12. **Pests:** The HOA is responsible for combating pests in the Common Area. Owners are responsible for combating pests within their Unit. The only exception is that the HOA is responsible for all termite infestations.

## **PATIO AREAS AND BALCONIES**

1. **Animal waste:** Your animal waste must be promptly picked up from all areas outside your unit, including from your patio area and your balcony, and placed into the proper receptacle.
2. **Structures:** No structure may be erected in a patio area or on a balcony that 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 and BBQ Equipment:** You may have a barbeque grill to prepare food in your patio area or on your balcony if the grill is safe and manufactured for that purpose. No fire pits, fireplaces, Chimineas, or similar objects may be used. Other fires anywhere on the property are prohibited.
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.

## **LAUNDRY ROOMS**

1. Laundry rooms are for residents only.
2. Laundry Rooms are open daily from 8 AM to 9 PM.
3. Doors must 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. A problem with any machine should be reported to the Onsite Manager at (925) 290-7456.
7. Unit owners must provide a laundry room key to their tenant(s). Replacement keys are \$50.
8. To facilitate the equitable sharing of Association resources, when using any CDA HOA washing machine or dryer, if another resident is waiting to use that machine when your load is complete, you must allow that person to use it before you begin your next load in that same machine. You must not use the same machine for back-to-back loads when another resident is waiting to use that machine.

## **PETS**

1. When in the Common Area, dogs must be on a leash and under positive control at all times.
2. Residents must not allow their pets to interfere with, bother, or harass any people or other animals in any way at any time.
3. Pet owners must immediately remove their pet 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 may bring a vicious animal onto the HOA property at any time.
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.

## TEMPORARY STRUCTURES

Temporary structures, such as play structures, tents, etc., may be placed on the CDA HOA property only under the following rules:

1. Placing a temporary structure must be approved in advance by the CDA HOA Board
2. No structure may remain on the property overnight unless approved by the CDA HOA Board
3. A Temporary Structure Waiver of Liability must be signed by the resident responsible for the structure before the structure is placed on the CDA property
4. Any damage caused by this structure, or the use thereof, is the sole responsibility of the CDA Resident who signed the Temporary Structure Waiver of Liability document.

## POOL

1. Only residents and their guests may enter the pool area. Guests must be accompanied by a resident at all times. A maximum of two (2) guests are allowed from each Unit.
2. Nobody under the age of fourteen (14) may enter the pool area unless under the direct and continuous 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. The pool area may only be accessed through the gate and only by using a resident key. The gate must be closed securely after each entry or egress and may not ever be propped open.
6. The following are not allowed in the pool area at any time:
  - a. Glass of any type
  - b. Alcohol beverages or alcohol drinking
  - c. Running, horseplay, or diving
7. Radios, stereos, etc. must not be played at a level that causes a nuisance.
8. If requested to do so by an HOA employee or a member of the HOA Board of Directors, any person within the pool area must identify themselves by Unit number and must produce a resident key to the pool gate.
9. Emergency equipment, such as rescue flotation devices or safety pool hooks, shall not be used except in an actual emergency.
10. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days may not enter the pool water.
11. There is no bathroom in the pool area. Please use the bathroom in your Unit.
12. Remove all personal items when leaving the pool area. Personal items left in the pool area after closing will be disposed of.
13. All activities within the pool area are monitored by security cameras.
14. The maximum pool area occupancy is 50 persons.

## **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 must be professionally installed. Portions of these systems that are required to be exterior to the Unit may only 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 rules:
  - a. Any window air conditioner must 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 before the installation of any such air conditioner, the Unit owner must 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 must be covered. The covering must 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 spaces not covered by the panels indicated in the previous subsection must be covered with wood painted the same color as the adjacent stucco. This paint will be provided by the HOA.

## **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.

## 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. The general CDA Architectural Rule is as follows:

**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 using an 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:** As presented previously, homeowners must maintain general liability insurance. Proof of this insurance must be included with an Architectural Application Form. If work is to be 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 must be consistent throughout the complex. Only colors approved by the Castilleja del Arroyo HOA Board may be used.
3. **Windows:**
  - a. Windows may only be replaced with the same size windows.
  - b. No structural changes to any wall may be made.
  - c. The window material must be vinyl or fiberglass.
  - d. The window frame must be white.
  - e. The configuration of windows may be side-to-side, single, or double-hung. Exception: The front bedroom windows on the 2nd floor of 2-story Units must 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 must have dual-pane, Low-E, clear glass. Exception: Bathroom windows may have dual-pane, Low-E, 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, must be returned to the original condition after window replacement.
4. **Front Doors:**
  - a. Front doors must be replaced with the same size door.
  - b. No structural changes to any wall may be made.
  - c. The door material must be solid-core fiberglass.
  - d. The door must be a flat slab, a six-panel, or a four-panel with a top half-circle glass.
  - e. The exterior of the door must be painted the color approved by the Castilleja del Arroyo HOA Board of Directors.

5. **Front Screen or Security Doors:**

- a. Any front screen or security door must be the appropriate size for the front door.
- b. No structural changes to any wall may be made.
- c. The screen or security door must be metal with no glass or glass-like elements.
- d. The screen or security door must be black.

6. **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 same size door must be installed.
- b. No structural changes to any wall may be made.
- c. The door material must be vinyl or fiberglass.
- d. The door frame must be white.
- e. For either sliding glass doors or French Doors, the panels must be 36 inches wide.
- f. Door panels must have dual-pane, Low-E, clear glass.
- g. French Doors may contain horizontal window blinds between 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, must be returned to the original condition after door replacement.

7. **Balcony:**

- a. Owners and residents are responsible for maintaining the cleanliness of balconies.
- b. No alterations or attachments may be made to walls, rails, supports, or surfaces.
- c. No nails, screws, etc., may be used to penetrate the structure of the walls or balcony.  
Note: Drilling holes weakens the balcony structure as well as creates places for wood wasps and boring beetles to live.

8. **Back Patio:**

- a. Owners and residents are responsible for maintaining the cleanliness of the back patio.
- b. No alterations or attachments may be made to the walls, slab, or fences.
- c. No nails, screws, etc., may be used to penetrate the structure of the walls or fences.  
Note: Drilling holes weakens the structure as well as creating places for wood wasps and boring beetles to live.
- d. No items may be placed in the back patio area that can be seen above the fence line.

9. **Patio Fences:**

- a. No alterations of any type may be made to any fence.
- b. Owners and residents are responsible for maintaining the cleanliness of the interior of the fence. Maintenance of the fence itself is the responsibility of the Association.

10. **Plumbing:**

- a. Owners are responsible for the water supply pipes into their Units, starting from the exterior shut-off valves. Pipes that are shared by more than one Unit are the equal responsibility of all the Unit owners that pipe supplies. This includes the cost of any damage caused by a failure of this supply pipe, regardless of where the damage occurs.
- b. No alterations to 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.

**11. Electrical:**

- a. Electrical wiring within the walls is the responsibility of the Association. Only simple outlet or switch replacement by the owner is permitted without written HOA approval.
- b. No alterations, such as added circuits, outlets, switches, etc., may be made without written approval of the Castilleja del Arroyo HOA Board of Directors.
- c. No alterations to a Unit's electrical systems 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.

**12. 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 before any work may be performed.
- b. All work affecting the structural integrity of any building shall require a building permit.

**13. Awnings or Shades:**

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

**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 under these rules:
  - 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 by landscaping in the back patio area is 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 or area. Any damage caused by landscaping is 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 landscaping in the front area may extend onto the sidewalk or any other path of travel.
  - vii. Adequate ground cover must be installed and maintained to prevent soil erosion.

## MAINTENANCE OBLIGATIONS

The HOA is responsible for maintaining the Common Area of the property. 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 must 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.

Area/Item	Maintain	Repair	Replace
<b>Common Area:</b> Pool, landscaping, irrigation, carports, parking areas, trash enclosures, fences, lighting, laundry rooms	HOA	HOA	HOA
<b>Buildings:</b> Roof, Roof flashing, Facia Board, Downspouts, Walls, Slabs	HOA	HOA	HOA
<b>Exclusive Use Common Area:</b> Patio Area Fences	HOA	HOA	HOA
<b>Exclusive Use Common Area:</b> Front Door Light, Stairwell Light	HOA	HOA	HOA
<b>Exclusive Use Common Area:</b> Front Door	HOA & Owner*	Owner	Owner
<b>Exclusive Use Common Area:</b> Balcony	HOA & Owner*	HOA	HOA
<b>Exclusive Use Common Area:</b> Patio Area Light Fixture(s)	Owner	Owner	Owner
<b>Unit:</b> Windows and Window Screens	Owner	Owner	Owner
<b>Unit:</b> Sliding Glass Door	Owner	Owner	Owner
<b>Unit:</b> Water pipes within Unit walls and from exterior shutoffs to Unit	Owner	Owner	Owner
<b>Unit:</b> Electrical wiring within Unit walls	Owner	Owner	Owner
<b>Unit:</b> Items located within the Unit, including equipment, utility facilities, fixtures, the interior walls, floors, ceilings, interior doors, appliances, toilets, sinks, showers, bathtubs, and other features servicing the Unit, even though located partly outside of such Unit, including, without limitation, water, gas, power, sewage, telephones, garbage disposals, ranges, ovens, refrigerators, freezers, dishwashers, light fixtures and light bulbs, heating, ventilating and air conditioning equipment.	Owner	Owner	Owner

\* Maintain refers to the painting of these areas. The Owner is responsible for keeping these areas clean.

# 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 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).
3. Vehicles in violation of this prohibition are subject to immediate removal by the Association.
4. 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 is 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 to move the vehicle to unblock other vehicles when necessary,
  - b. the vehicle is removed immediately after the furnishing of goods and services, or loading and unloading, is complete, and
  - c. such temporary parking is limited to a maximum total of two (2) hours within any twenty-four (24) hour period, unless otherwise approved in advance, in writing, by the Association.

5. 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.
6. Any vehicle parked in any parking space within the development shall park parallel to the painted white line(s) that define the parking space.
7. No vehicle, of any type, shall be parked, even temporarily, in a Unit Parking Space, without the permission of that Unit owner.
8. 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.
9. 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.
10. 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.
11. No more than one vehicle of any type shall be parked, even temporarily, in a Visitor Parking Space.
12. 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.
13. 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.
14. Allowed Personal Vehicles shall not contain any trade equipment or tools that are visible from the Common Area.
15. 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**

16. Each owner shall maintain their Unit Parking Space in a neat and clean condition, free of oil, grease, and other debris.
17. The Association shall maintain Visitor Parking Spaces.
18. 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**

19. A vehicle parked in a Unit Parking Space is not required to display a CDA Hang Tag at any time.
20. 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.
21. 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.
22. 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 who 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**

23. 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.
24. The Board shall establish with one or more local towing companies, written agreements that provide permission for and establish 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 personally-owned vehicle towed from the development using one of these companies, or another company of their choosing.
25. 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.
26. 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 have elapsed since that warning was issued.
27. 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.