

**RANCHO DOMINGUEZ TOWNHOMES ASSOCIATION, INC.**  
**RULES AND REGULATIONS – effective as of August 1, 2006**

The following pages represent the official Rules and Regulations for the Rancho Dominguez Townhomes Association (RDTA), referenced as the “Association.” Please keep them for future reference. In the event these rules are amended in the future, the changes will be sent to you in the monthly newsletter. All owners, tenants, and guests are bound by these Rules and Regulations. The owner of a unit bears the responsibility for the conduct of his/her tenants and guests. All correspondence concerning rules enforcement will be sent to the unit owner. The homeowner will be held responsible for all fines/assessments resulting from damage caused to RDTA property by tenants or guests in the event the tenant or guest does not reimburse the Association. Absentee homeowners must provide a copy of this Homeowners’ Handbook to tenant upon move-in. Additional copies of Handbook are available for a small fee through the Property Management Company.

Section XVIII. B. explains a three-level fine structure for enforcement of rules. In appropriate sections you will note asterisks – (one \*, two \*\*, or three \*\*\*) -to indicate the level of the fine structure. Regardless of the fine structure, any activity that causes damage to RDTA property will result in the cost to repair such damage being charged to the owner of the unit responsible for the damage.

## **I. POOL**

### **Pool Hours - 8 AM to 10 PM**

***This pool is for the exclusive use of RDTA homeowners/residents and their personal guests.***

Access is with your pool/tennis court cardkey.

Replacement of a lost or damaged pool/tennis court cardkey is fifty dollars (\$50).

*In addition to fines for infractions, enforcement may include loss of use privileges and de-activation of the cardkey for a period of time to be determined by the Board of Directors.*

- \*\* 1. All gates to pool facilities are to remain locked at all times. A cardkey is required for admittance. Climbing the fence is strictly prohibited.
- \*\* 2. Children under 14 years of age are not allowed in pool area without adult (18 years or older) supervision.
- \* 3. Guests must be accompanied by an adult (18 years or older) resident/homeowner. The maximum number of guests without **prior** Property Management Company approval is five (5).
- \* 4. Loud or disturbing noise is not permitted.
- \* 5. No diving, horseplay, running or dunking is allowed.
- \* 6. No glass, food or Styrofoam allowed.
- \*\* 7. No pets allowed within pool enclosure.
- \* 8. No bicycles, skateboards, scooters or metal objects allowed.
- \* 9. All trash must be placed in proper receptacles.
- \* 10. Use of the pool facility while under the influence of alcohol, drugs, narcotics or medicines is prohibited.
- \* 11. Persons using suntan oils, lotions or cremes must shower before entering the pool.
- \* 12. Chairs and pool furniture are to remain on the pool decking at all times.
- \*\* 13. Persons with skin disorders, communicable diseases or open wounds are not allowed in the pool.
- \* 14. Proper swim attire must be worn. No cut-offs allowed.
- \* 15. Misuse of safety equipment or other facilities is not permitted.

Please report any problems regarding the pool to the Property Management Company.

## II. TENNIS COURTS

### **Court Hours - 8 AM until dusk daily**

*Tennis courts are for the exclusive use of RDTA homeowners/residents and their personal guests.*

Access is with your pool/tennis court cardkey.

Replacement of a lost or damaged pool/tennis court cardkey is fifty dollars (\$50).

*In addition to fines for infractions, enforcement may include loss of use privileges and de-activation of the cardkey for a period of time.*

- \*\* 1. All gates to tennis court area are to remain locked at all times. A cardkey is required for admittance. Climbing the fence is strictly prohibited.
- \* 2. Children under 14 must be accompanied by an adult (18 years or older) resident/homeowner and must be either a qualified player or receiving instructions.
- \* 3. Guests must be accompanied by an adult (18 years or older) resident/homeowner of RDTA at all times. The maximum number of guests without **prior** Property Management Company approval is three (3). No one resident can monopolize both courts when other players are waiting.
- \* 4. When players are waiting, play is limited as follows:
  - a. Singles - 1 set or 45 minutes maximum.
  - b. Doubles - 2 sets or 1.5 hours maximum.
- \* 5. Basketball players must honor the tennis court rules. Players of each game should share facilities on a fair and courteous basis. Tennis play does not take priority over basketball or the reverse.
- \* 6. All players for tennis or basketball must wear tennis shoes.
- \*\* 7. No sharp objects are to be placed on the playing surface (such as sharp heeled shoes, folding chairs, etc).
- \* 8. Loud or disturbing noise is not permitted. Radios are not permitted in court area.
- \* 9. No glass or food is allowed in the tennis court area. Drinks must be in cans or plastic containers.
- \* 10. All trash must be placed in proper receptacles.
- \* 11. No bicycles, skateboards, roller skates, roller blades, scooters, etc. are allowed on the courts.
- \* 12. No pets are allowed in the tennis court area.

Please report any problems regarding the tennis courts to the Property Management Company.

## III. PARKING

The Association strives to utilize our parking areas for RDTA residents and their guests in a manner that not only follows required regulations, but also attempts to meet the needs of our community. It is the policy of the Association that two (2) vehicles (cars, vans, etc.) are expected to be parked in the garage of the residence. Marked parking stalls on RDTA streets are provided for guest vehicles with RDTA Guest Parking Permits, vehicles with valid RDTA temporary parking variances, and vehicles with RDTA Resident Parking Permits, as described below. No specific stalls are assigned to a unit. Additional parking is available for residents and guests on the public streets (Ramona and Dominguez Ranch Road).

Special permits and variances are available to accommodate special circumstances. To qualify for a permit or variance vehicles must NOT be modified vehicles, off road vehicles, RVs, boats, trailers of any kind, vehicles that may be used for commercial purposes, or

vehicles displaying the name of a business. The privilege of having a permit or variance may be revoked by the Board of Directors at any time, in the event of a parking violation.

A. Properly Parked Vehicles in RDTA marked parking stalls are parked:

1. Within the boundaries of the stall
2. Head-in in perpendicular stall (not backed-in)
3. Parallel in parallel stall (not on diagonal)
4. Not encroaching a sidewalk or blocking a street
5. With a Guest Parking Permit (guests only)
6. With a Resident Parking Permit
7. With a temporary parking variance

B. Guest Parking Permits:

1. Only one Guest Parking Permit is assigned to each unit.
2. Guest Parking Permits are only to be used by guests, never by residents.
3. Guest Parking Permits are valid only when homeowners have registered the license numbers of all vehicles used by residents of their unit. Homeowners are responsible to notify the Association of vehicle changes.
4. Replacement of a lost Guest Parking Permit is twenty-five (\$25) dollars.
5. Guest Parking Permits are valid up to seven (7) days within a 30-day period for the same vehicle. If additional days are needed, contact the RDTA on-site liaison to request a temporary parking variance.
6. Guest Parking Permits are not to be used for modified vehicles, off road vehicles, RVs, vehicles that may be used for commercial purposes, or vehicles displaying the name of a business.

C. Unrestricted Resident Parking Permits:

This permit allows the vehicle to park in any marked guest parking stall on RDTA private streets.

1. Unrestricted Resident Parking Permits may be issued for qualified vehicles under the following circumstances:
  - a. Additional vehicle registered to residents of a unit, in addition to two vehicles (cars, vans, etc.) parked in the garage.
  - b. Oversize vehicle, registered to resident of a unit, which is too large to be parked in the garage.
  - c. There is a licensed driver at residence for each vehicle.
  - d. Permit qualifications are verified by a member of the Parking Committee.
  - e. Special circumstances.
2. Unrestricted Resident Parking Permit Fees.
  - a. Permits are issued annually with all permits expiring on October 31, no matter when issued.
  - b. Permit processing fee is twenty (\$20) dollars.
  - c. A new application must be submitted each year upon permit expiration and requires re-verification of need by a member of the Parking Committee.
  - d. Permit stickers are not transferable to a different vehicle.

D. Restricted Resident Parking Permits:

This permit allows the vehicle to park in marked guest parking stalls ONLY in designated areas of the Association.

1. Restricted Resident Parking Permits may be issued for qualified vehicles under the following circumstances:
  - a. Restricted to only parking in marked guest parking stalls in the following areas  
South end - Stalls along Association perimeter on Via Presidio and Via Santiago (excludes four (4) stalls near cul-de-sac)

North end - Stalls along Via Inez and Via Portola (excluding four (4) stalls at end of Via Portola near mailboxes)

Map identifying areas where permit is allowed must be provided to the owner.

- b. Permit quantity limited to 50% of stalls in area. South end up to twenty-two (22) permits. North end up to thirteen (13) permits.
- c. Limit of one permit of this type per unit on first come, first served basis starting October 15.
- d. Owner must sign statement acknowledging an understanding of restrictions.
- e. In addition to normal citation and towing parking enforcement, if vehicle is parked in wrong area four (4) times, permit is automatically revoked – with no refunds.

## 2. Restricted Resident Parking Permit Fees.

- a. Permits are issued annually with all permits expiring on October 31, no matter when issued.
- b. Permit processing fee is fifty (\$50) dollars. - based on two and a half (2 1/2) times the cost of an Unrestricted Resident Parking Permit.
- c. Permit is automatically renewed for next period if renewal check is received by October 1.
- d. Permit stickers are not transferable to a different vehicle.

## E. Parking Variances

A no fee, temporary parking variance may requested for qualified vehicles under the following circumstances:

1. Residents with short-term special needs.
2. Residents moving in or out. Limited to ten (10) days per vehicle.
3. Guests remaining longer than the seven (7) days within a 30-day period covered by Guest Parking Permit.

## F. Parking Enforcement

1. Violations enforced by immediate towing at owner's expense with no prior warning are:
  - a. Vehicle parked in a red zone or fire lane.
  - b. Unattended vehicle parked in front of a garage door.
  - c. Vehicle parked on the greenbelt (lawn area), sidewalk or Common Area walkway-
  - d. RV, boat, or trailer of any type parked on Association property in excess of the fifteen (15) hour grace period allowed for loading and unloading. Note: Two fifteen (15) hour grace periods are allowed within any seven (7) day period.
  - e. RV hooked up electrically to any unit in the complex, except briefly to verify function.
  - f. Abandoned vehicles, inoperable vehicles, or vehicles with expired license tags will be towed away after seventy-two (72) hours. Moving a vehicle from one spot in the Common Area to another will not restart the seventy-two (72) hour time period.
2. Violations enforced by citations and towing:
  - a. Vehicles parked in guest parking without the proper Guest Parking Permit, Resident Parking Permit, or temporary parking variance.
  - b. Vehicles parked improperly in parking stalls. Refer to Section A above.
  - c. Resident's vehicle using a suspended Guest Parking Permit. Refer to Section 4 below.
  - d. Vehicles parking with Guest Parking Permit more than seven (7) days within a 30-day period
3. Penalty policy for improperly parked vehicles:
  - a. First and Second Offenses. Violating vehicle will receive a citation or "ticket" citing the violation(s) of the parking rules.
  - b. Third Offense. Upon the third violation within a one hundred twenty (120) day period, the violating vehicle will receive a citation that states "Final Warning." Vehicle, if parked in violation again, will be towed at the vehicle owner's expense.

c. Fourth Offense. Upon a fourth violation within a one hundred twenty (120) day period, the violating vehicle will receive a citation **AND will be towed at the vehicle owners' expense.**

4. Penalty policy for resident's vehicle using a Guest Parking Permit

a. First Offense. Ticket, letter

b. Second Offense. Ticket, letter, hearing before RDTA Board of Directors

c. Non appearance at hearing and/or any Future Offenses. Guest Parking Permit suspended for six months for each offense.

#### IV. TREES AND SHRUBBERY

- \* 1. Trees or other shrubbery in the patio area of any unit must be limited to a height no greater than the bottom of a second-story window.
- \* 2. Vines or climbing plants must not be allowed to attach to Association property, such as exterior walls of unit and garage.
- \* 3. Trees, shrubs, or vines from one unit's private patio must not encroach on a neighboring unit's patio area.
- \* 4. The Association reserves the right to enter a patio area to correct any situation where a tree or other growth is out of compliance or has been deemed a potential hazard, once the owner has received written notice and failed to correct the problem within thirty (30) days.
- \*\* 5. Owners are responsible for damage caused by a tree, shrub or vine originating in their patio area.
- \* 6. Activities that might damage the trees or shrubbery in the Common Area of the Association are not allowed. These activities present a potential for liability and may cause irreparable damage to the plants. The cost for repairing any damage caused by residents shall be an assessment levied against the owner's Association account.

#### V. SAFETY

The Association forbids dangerous activities on Common Area property.

- \* 1. Individuals participating in athletic activities on RDTA Common Area property are responsible to use appropriate helmets and safety equipment, behave in a safe manner, and not cause any property damage. The Association assumes no responsibility for injury or damage involved with these activities.
- \* 2. Pedestrians have the right of way on sidewalks. Users of wheeled toys (including bicycles) must give right of way to any walker.
- \* 3. If it has wheels and a motor, it is allowed on RDTA streets **only** if the vehicle is registered and insured and the driver is licensed. Exceptions only for handicapped persons.
- \* 4. BB guns, paint ball guns, pellet guns, slingshots, and the like are not allowed on Common Area property.
- \*\* 5. Sport nets (such as hockey, soccer, basketball) and skateboard and bike ramps may be temporarily set up on RDTA private streets only with an adult (18 years or older) present and under the following conditions:
  - Set up in an area with no through traffic
  - Any vehicle needing in or out of area has prompt right of way
  - When activity ends, adult leaves, or dusk arrives (whichever is first), all equipment is removed.
- \* 6. Climbing of any of the trees or shrubbery in the Common Area property is not allowed.

The cost for repairing any damage caused by the participants in any of the above activities is the responsibility of the owner of the unit where those responsible live or are visiting.

## VI. GARAGE SALES

The Association does not provide complex-wide garage sales or dumpsters.

Private garage sales are allowed as follows:

- \*\*\* • With **prior approval** from Property Management Company
- \* • Limit two (2) per year, per unit
- \* • Only on Saturdays and within hours of 7:30am to 2:00pm
- \* • Staked signs only (signs on trees, buildings or poles are not allowed)
- \* • Items must remain within confines of the garage.

## VII. CURFEW

- \* Consistent with City of Yorba Linda Municipal Code 9.16.010 minors under the age of eighteen (18) are not to remain on the Association's private streets or anywhere on the Common Area between the hours of 10:00pm and 6:00am, seven days a week. Exceptions are made for when minors are accompanied by parents, have parents' permission, are involved in an emergency, or are going to or coming from work or school.

## VIII. QUIET ENJOYMENT

- \* 1. No noxious or offensive activity shall be carried out upon RDTA property. Residents shall not allow loud noises (parties, stereos, auto horns) to disturb the neighborhood between the hours of 10:00pm and 7:00am.
- \* 2. Dogs shall not be permitted to bark and cause general annoyance to the neighborhood. (Orange County and state laws prohibit the ownership or maintenance of any animal, which by sound or cry disturbs the peace and comfort of the inhabitants of a neighborhood, or interferes with any person in the reasonable and comfortable enjoyment of life or property.)

## IX. ARCHITECTURAL CHANGES

\*\*\*All modifications to the structure of a unit or its exterior appearance require **pre-approval** from the Architectural Committee. Such modifications include (but are not limited to) satellite dishes, patio covers, patio decks, any changes to windows, and any work requiring a building permit. See CC&Rs Article VII and Article VIII for authority. Please also see below rules X, XI, XII, XIII and XIV.

## X. GARAGE DOOR REPLACEMENT

\*\*\* **Prior approval** is required from the Architectural Committee for garage door replacement. The only approved replacement garage door models are the Clopay model 4310 and Millennium model 6252 steel roll- up garage door in white, long panel without windows. A flip up version of approved garage door models may be installed, if the homeowner is unable to use the roll up garage door due to garage cabinet installation.

Any wood repair to garage door (frame or sheathing) requires the door be replaced with either of the two approved steel models.

## XI. FRONT ENTRY DOOR

A. Owner is responsible for maintenance (or replacement) of front entry door, including weather-stripping and locking hardware.

\*\*\* B. To replace a front entry door, owners **MUST** submit an Architectural Change Approval Application and have the choice approved by the Architectural Committee **PRIOR** to installation. Application must include detailed information on the door proposed.

1. Owner may replace the front entry door with a masonite door the same as the current door OR with an upgraded version of another style -- as long as the selection is PRE-approved by the Architectural Committee.

- a. Preferred upgrade style is classic six-panel wood-grained textured fiberglass
- b. Preferred material is fiberglass

2. Once front entry door model and style have been approved, owner may use manufacturer and installer of choice to install and paint the door in a workmanlike manner.

\* C. Entry door *exterior* may only be painted an approved front entry door colors for the unit's building color scheme.

1. Association is responsible to paint the exterior of front entry door each time exterior color scheme of building is changed.
2. Owner is responsible to paint the front entry door when a new door is installed.

## **XII. SCREEN DOORS/ SECURITY DOORS**

\*\*\* Both screen doors and security doors require **prior approval** from the Architectural Committee and must be compatible with building style and current color scheme. Screen doors accessing patio area do not need prior approval, as the door is not visible from the Common Area.

## **XIII. REPLACEMENT OF FRONT ENTRY LIGHT FIXTURES**

\*\*\* An owner may replace the light that is mounted on the wall next to the front entry door with a style selected by owner, if the selection is approved by the Architectural Committee **prior** to installation. It is up to the members of the Architectural Committee to decide if the style is appropriate. It is owner responsibility that light is safely and properly installed. Lights that are currently flush with the ceiling of exterior entry areas must be replaced with the existing style.

## **XIV. PERSONAL ITEMS ON EXTERIOR OF BUILDINGS (Residential Unit & Garage)**

These rules apply to personal items attached to the exterior of buildings and to personal items placed on Common Area property.

1. General guidelines

- \* a. No personal items are to be attached to the exterior of a unit or garage if they are visible from the Common Area, except for flags, banners, signs, posters and holiday decorations, as outlined below. This means no wind chimes, bird feeders, address numbers, window boxes, shutters, plaques, etc. Address numbers are provided by the Association.
- \* b. Allowed personal items may only be attached to the wood on the exterior of buildings, and not to the stucco.
- \* c. Nothing of a commercial nature may be displayed.
- \*\* d. In no case shall residents place ladders against the edge of roof tiles or access either the main tile roofs or garage gravel roofs to install or remove any decorations. See XV. Tile Roof Protection Rules.

Owners are responsible for any damage or liability resulting from their or their tenants' decorations or other personal items.

2. Flags and Banners

- \* a. Each unit is permitted one American flag, if less than fifteen (15) square feet in size.
- \* b. Each unit is permitted one flag or banner, other than an American flag, less than fifteen (15) square feet in size each.
- \* c. Allowed flags and banners may be displayed from a window, door, outside wall of the owner's unit or garage, or in Common Area shrub bed.
- \* d. Only flags and banners made of paper, cardboard, cloth, plastic or fabric are allowed.

- \* e. Flags and banners must be in good taste, good condition and appropriate for the season.

### 3. Signs and Posters

- \* a. Each sign and poster (including real estate signs) must be less than nine (9) square feet in size.
- \* b. These may be displayed from a window, door, outside wall of the owner's unit or garage, or in Common Area shrub bed.
- \* c. Stakes, not posts, are permitted.
- \* d. Location must not adversely affect public safety or block access to units or Association property.

### 4. Holiday Decorations

- \* a. Holiday decorations must be in good taste and appropriate for the holiday.
- \*\* b. Decorations must not be placed on the roof, lawn or walkways.
- \* c. Decorations may be placed in the shrub bed area next to exterior walls.
- \* d. Christmas decorations may be put up no earlier than Thanksgiving Day and must be taken down no later than January 15<sup>th</sup>.
- \* e. Holiday decorations other than Christmas decorations may be put up no earlier than fourteen (14) days prior to the holiday and must be taken down no later than four (4) days after the holiday.
- \* f. Only clip-on type devices may be used to attach holiday decorations to stucco walls or wood trim. No nails, screws or permanent attaching hardware are allowed.
- \* g. Decorations must not create a safety hazard. All electrical decorations and wiring must have a UL tag of approval, be properly installed, and be in safe operating condition.
- \* h. Noise making holiday decorations, such as audio speakers and other devices, are not permitted.

### 5. Other Personal Items

- \* a. All personal items must be tasteful, appropriate, and in good condition.
- \* b. Appropriate personal items may be placed within a unit's front entry area and on the front door. These must be in good taste and good condition.
- \* c. Personal items, such as benches, chairs, and decorative items, may not be placed on Common Area property. This is for safety reasons as well as access for landscape maintenance.
- \*\* d. Properly maintained living potted plants in containers with saucers may be placed on exterior wood plant shelves with the understanding that owners are responsible should there be any damage to the wood shelf.
- \* e. No personal items may be placed on Common Area stucco walls.

## XV. TILE ROOF PROTECTION RULES

Owners are responsible for complying with the following rules designed to protect the roof tiles and the integrity of weather seals on the roofs of RDTA units. Walking over roof tiles without appropriate protection could easily crack the tiles.

- \*\*\* 1. No one shall access unit roofs without **prior authorization** and training in the correct method for walking over the roof to prevent damage to roof tiles.
- \*\*\* 2. No object shall be placed on the roof tiles.
- \*\* 3. Residents mounting holiday decorations shall not lean a ladder against the roof tiles: Only against fascia board or stucco.
- \*\*\* 4. There is a \$200 fine for any unauthorized activity on a unit roof, plus the cost of any needed repairs.
- \*\*\* 5. If a vendor believes roof access is necessary, approval **must** be obtained from the RDTA Architectural Committee **BEFORE** work begins. NOTE: Access for time-critical emergency repairs may be approved by the Property Management Company and a Board member or by two Board members. The following items must be addressed in the application.



- a. The unit owner submits the Architectural Change Approval Application that includes justification of need for roof access and a diagram of access path. (See below for required fee)
  - b. Anticipated activities requiring walking over a unit roof include furnace contractor accessing furnace vent, plumber accessing vent pipe, chimney sweep cleaning chimney, installation of second story windows, installation of an attic fan, and bee removers.
  - c. A check for \$100 made out to RDTA must be submitted with the Architectural Change Approval Application. This fee is necessary to cover the cost of a roof inspection after the work is completed. If the request is denied, the check will be returned.
  - d. Once the Architectural Change Approval Application is approved, it is returned to owner with detailed instructions for the correct method and equipment used for walking over the roof tiles. The unit owner is responsible for providing these written instructions to the vendor.
- \*\* 6. Special platforms are available to be used for walking across roof tiles. Vendors requiring these platforms for projects approved by the Architectural Committee may make arrangements through the Property Management Company or on-site liaison. After the project is finished, the special platforms must be returned to storage area and the Property Management Company notified that the roof is ready for inspection. If the platforms are not returned, the unit owner will be charged a replacement fee.
- a. After the work is completed, a roofing contractor approved by RDTA will inspect the roof tiles and weather seals on the unit roof. If there has been damage to the roof in any way, the unit owner will be held responsible for the costs to repair.
- \*\* 7. Special Note: If pipe flashing on a roof needs to be replaced or resealed, a roofing contractor approved by RDTA must do the work.

## **XVI. GARAGE ROOF PROTECTION RULE**

- \*\* 1. Access to garage roofs is to be limited to maintenance and emergencies only.
- \*\* 2. Residents shall not go on garage roofs for any reason.
- \*\*\* 3. Contractors must have **prior** RDTA authorization.

## **XVII. PETS**

Owners are responsible for their pets:

- 1. \* A pet can be a domesticated bird, cat, dog, or aquatic animal kept in an aquarium.
- 2. \* Pets are limited to two (2) per household.
- 3. \* Dogs must be licensed and ID tagged.
- 4. \* Dogs may not run free. All dogs must be on a leash and in the control of the person holding the leash when outside the boundaries of residence.
- 5. \* Owners must clean up after their pets anywhere in the complex, including private patio areas.
- 6. \*\* Pets are not allowed in the pool or tennis court areas.
- 7. \* Pets shall not be permitted to make an unreasonable amount of noise or be a nuisance to residents of complex.
- 8. \* Breeding of animals or birds is not allowed.

## **XVIII. ENFORCEMENT OF CC&R'S, BY-LAWS, AND RULES AND REGULATIONS**

The homeowners must be guided by and conform to the requirements to the CC&Rs, By-Laws and Rules and Regulations. Rules & Regulations may be revised by the duly elected Board of Directors of the Association from time to time.

In order to assure all members of Rancho Dominguez Townhomes Association that all others will comply with the requirements of these management documents, there must be provisions made for the enforcement of the requirements. The enforcement provisions are set forth in the documents themselves and are also found in various provisions of California State Laws. The enforcement provisions may be divided into two categories.

### **A. Collection of Assessments and Billing Policy.**

The governing body of the Association is charged with the duty to periodically establish a fee for the furnishing of necessary service to the homeowners. The fee must be collected from each owner. The failure of any owner or group of owners to pay their share would impose a greater burden on the remaining owners and would be grossly inequitable. Your Association is empowered to place a lien on the property of any homeowner where Association dues are delinquent. The indebtedness for assessments is also a personal obligation of each owner and an action of law may be instituted to enforce collection, including foreclosure.

1. Based upon the Association's CC&Rs, and in compliance with California Civil Code Sections 1366 and 1367, the following is the current RDTA billing policy in effect:
  - a. Assessment due date:

The first day of each month.
  - b. At 15 days past due:

A \$10.00 late charge will be assessed.
  - c. At 31 days past due:

Interest will be charged on all past due amounts at rate of 1% per month.
  - d. At 61 days past due:

If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.
2. All costs incurred by the foregoing actions are charged to the account of the delinquent homeowner. The actions will be terminated only after both the Association assessments and legal fees have been received in full. Once a delinquent account has been turned over to the attorney's office, correspondence or telephone communication is to be with the attorney's office. If you contact the Property Management Company, you will be referred to the office of the Association's attorney.
3. It is the sincere desire of the Board of Directors to cooperate with the homeowners in the matters of delinquent accounts. Should you require special consideration please contact the Board immediately, in writing, so attention may be given to your account before legal action occurs and legal costs have been incurred.
4. As provided for in the declarations, all collection costs incurred are a charge to the account of the delinquent homeowner and are subject to change. In the event of any change to this policy, you will be notified in writing in advance of such a change.

### **B. Enforcement of RDTA Rules**

It is essential that all residents comply with the rules to ensure the intended benefits to everyone.

1. Fines for not following RDTA CC&Rs, By-Laws, and Rules & Regulations
  - a. Fine structure for rule infractions – designated by \*

- First violation; written warning
- Second violation, for same offense; \$50 fine
- Third violation, for same offense; \$100 fine
- Each additional violation, for same offense; \$200 each occurrence
- For continuing violations, Board may impose a \$10 per day fine until such time as the violation is cured.
- Violations can result in suspension of access to Recreation Area, if infraction pertains to recreation facilities.

b. Fines for violations of a more serious nature – designated by \*\*

- First violation
  - i. Written notice
  - ii. Plus cost to repair any damage, if applicable.
  - iii. Can result in suspension of access to Recreation Area, if infraction pertains to recreation facilities.
- Second and subsequent violations
  - i. Cost to repair any damage, if applicable.
  - ii. Plus \$200 fine per occurrence.

c. Fines for disregard of required prior approval – designated by \*\*\*

- First violation;
  - i. \$200 fine
  - ii. Board hearing
  - iii. Cost to repair any damage, if applicable.
  - iv. For continuing violations, Board may impose a \$10 per day fine until such time as the violation is cured.
- Failure to appear at hearing; \$50 per month fine until homeowner appears at a hearing

d. Parking Rules have enforcement unique to those circumstances. These are detailed in Section III. F.

2. Payment of fines

- a. All fines incurred by the foregoing actions are charged to the account of the homeowner (not the tenant).
- b. If fines remain unpaid, the Board may seek legal action as well as judgment for the fines, which continue to accrue until judgment is entered.

4. Further information in RDTA By-Laws Article III Section 5.