

HARBORWALK OWNERS ASSOCIATION  
RULES AND REGULATIONS  
Revised April 20, 1995  
For Use of Harborwalk Facilities  
By Owners, Residents and Guests

HOMEOWNERS WHO RENT THEIR UNITS - PLEASE SEE SECTION 19, WHICH  
DEFINES YOUR RESPONSIBILITIES TO THE ASSOCIATION. A COPY OF THESE  
RULES MUST BE GIVEN TO YOUR TENANTS. COPIES ARE AVAILABLE IN THE  
OFFICE.

## TABLE OF CONTENTS

1.0 GENERAL	3
2.0 PARKING	3
3.0 COMMON AREA CONDUCT	4
4.0 EXTERIOR APPEARANCE	5
5.0 HAZARDOUS STORAGE	6
6.0 NOISE	6
7.0 ELECTRONIC TRANSMITTING EQUIPMENT	7
8.0 TRASH.	7
9.0 ARCHITECTURAL	7
10.0 CLUBHOUSE.	8
11.0 PETS	9
12.0 SWIMMING POOL & SPA	10
13.0 TENNIS COURTS	1 2
14.0 LANDSCAPE & GROUNDS	12
15.0 SHARED'PORCHES & STAIRWAYS	13
16.0 INDIVIDUAL PORCHES & PATIOS	13
17.0 USE OF GARAGES & CARPORTS	14
18.0 NON-RESIDENTIAL USE	15
19.0 RENTING OR LEASING OF UNITS.	15
20.0 OCCUPANCY	17

## 1.0 General

Harborwalk is a community. We have opted to be members of the community and have agreed to share the amenities and the responsibilities of ownership. That means that we share the rights and convenience of common ownership as well as the restrictions. We agree to relinquish some of the freedom we enjoyed in a single-family dwelling for the convenience of common ownership.

As in any community, we have developed standards of living based on the interests of all owners. The rules apply equally to owners and tenants, and the owners are directly responsible for the actions of their family, guests and tenants. Harborwalk facilities are for the exclusive use of owners, tenants and their guest. All other persons are considered trespassers.

The costs for maintenance on common property depends in large measure on the care and consideration exercised by the homeowners. If the maintenance costs become high due to homeowner neglect and misuse, the current budget may not be sufficient to meet those costs. All homeowners then must share the burden of assessment.

It is the purpose of the Board of Directors to preserve the value of each homeowner's investment. The Rules and Regulations are an important part of that mandate and authority. The Association can suspend voting rights, Common Area use privileges, or assess monetary penalties against an owner for violation of the governing rules and resolutions. Repeated violations can receive penalties for each occurrence. The Board has the authority to delegate its powers for the enforcement of the rules and regulations to appointed committees, Association employees, or managing agents; however, homeowners do have the right of appeal to the Board.

It is the responsibility of the owner or the owner's agent to furnish a copy of the Rules and Regulations to all tenants, lessees and renters. It is the owner's responsibility to see that the rules are followed. Tenants, lessees and renters must be registered at the office and must sign that they have received the Harborwalk Rules and Regulations. Failure to register tenants may result in restriction from facilities.

If any of these rules are violated by owners/tenants, the owner will be subject to a fine and or court action. In addition, any violation of the Rules and Regulations can result in a suspension of use privileges of common area use and/or voting rights for a period of 30 days.

If any rule conflicts with the Declaration, By-Laws or Articles, the provisions set forth in those documents shall prevail to the extent of the inconsistency.

## 2.0 PARKING

2.1 Owners are responsible for any parking violations of their tenants and guests.

2.2 No vehicle shall be parked in such a manner as to block the entrance of a garage or carport at any time.

2.3 "No Parking" signs must be obeyed. Vehicles parked in "No Parking" areas are subject to tow away at vehicle owners' expense. Common access drives are "No Parking" areas at all hours of the day or night.

2.4 No work or repairs on any motor vehicles is permitted in the common area.

2.5 No vehicle in an inoperable or unsightly condition or not currently registered is to be parked in the common area at any time.

2.6 RV parking, including boats, campers, motor homes and trailers, is permissible only in the RV Parking Lot. All vehicles parked in this area must be registered with the Harborwalk office.

2.7 Occupants are not allowed to park in designated guest parking areas. No overnight parking is permitted in clubhouse parking lot.

2.8 Vehicles violating the above rules are subject to tow away at owners' expense.

### 3.0 COMMON AREA CONDUCT

3.1 Each owner is responsible to the Association for any damage to the common area that may be sustained by reason of negligence or willful misconduct of the owner, his family, tenants, guests, invitees or agents.

3.2 No obnoxious or offensive activities shall be permitted upon the common area nor shall anything be done within the common area which would become a nuisance or an annoyance to residents or guests within the development.

3.3 NO BICYCLING, SKATEBOARDING OR ROLLER SKATING WITHIN THE COMMON AREA SHALL BE PERMITTED. Bicycles and skateboards must not be parked in any roadway, curbside or blocking a sidewalk.

3.4 No resident shall be permitted to borrow or remove any pool furniture, equipment or property from the common area.

3.5 No explosive or flammable fluids in unsafe containers shall be brought into or upon the common area.

3.6 Streets, alleys, driveways, sidewalks and planted areas of the common area are not to be used as recreation areas at any time.

3.7 Obstruction of walkways, entrance ways and common areas is prohibited.

3.8 No owners, tenants, or their children or guests are permitted upon any roofs, walls, fences or trees at any time.

3.9 Residents must keep the areas in front of their doorways and under steps clean and free from debris, toys, bicycles or any other personal belongings.

3.10 Any damage to any common area property caused by an owner/tenant, their family or guest or employees/ contractors, is the responsibility of the applicable owner.

3.11 One (1) recreation key shall be issued to the owner of each unit. A fee of one hundred dollars (\$100.00) plus the cost of duplication will be charged for replacement of a lost key. Keys must not be loaned to guests, anyone under 18 or invitees; a fine, as stated in the CC&R's will be imposed and/or loss of privileges may be imposed when keys are so loaned.

#### 4.0 EXTERIOR APPEARANCE

4.1 External items, such as, but not limited to, television and radio antennae, flag poles, clotheslines, outdoor carpeting, air conditioning equipment, awnings, walls, and fences which are visible from the exterior of a unit, are not permitted.

4.2 No drying of clothes, wet suits or rugs is permitted on balconies, patios, porches or other areas.

4.3 No articles are to be hung from doors, garage doors, windows, balconies or patios protruding to the outside or visible to any common area.

4.4 No flower pots or other objects shall be set on window ledges or balcony rails at any time.

4.5 One "For Rent" or "For Sale" sign per unit, 18" by 24", may be placed in the unit window. The sign may identify realtor or agent only. Sales pitches such as "Must Sell" or "Reduced" are not permitted. In addition to "For Sale" sign, one "Open House" sign and one flag are permitted in close proximity to unit during the time the unit is open for this function.

4.6 Only curtain, drapes, shutters and shades in GOOD REPAIR may be used as window covers. No window shall be covered by paint, foil, sheets or similar items.

4.7 Each owner is responsible for repair, replacement and cleaning of windows and screens, both exterior and interior.

4.8 Exterior painting of the units or fences or carports by an individual owner is not permitted unless approved in writing by the Architectural Committee.

4.9 No exterior changes of any kind such as plumbing, electrical, water softeners, *etc.*, are permitted without the approval of the Architectural Committee.

#### 5.0 HAZARDOUS STORAGE

5.1 No flammable material can be stored in any part of a dwelling unit, carport, garage or any area attached to a dwelling unit, unless they are in an approved container. Common household items are excepted.

#### 6.0 NOISE

6.1 Volume on television, radio, stereo or other audio equipment must be kept at a level which will not disturb other residents, whether the audio equipment is on the interior of the unit or in the common area. Volume shall be kept below the level of being heard in adjacent units. Special courtesy for other residents is required before 8:00 a.m. and after 10:00 p.m. Regardless of the hour, if requested to reduce volume by a concerned resident, you must comply.

6.2 Loud party noise or loud abusive language will not be permitted within Harborwalk.

6.3 Be considerate of your neighbor, WALK UP AND DOWN STAIRS QUIETLY, AND DO NOT SLAM DOORS'.

6.4 No owner shall permit anything to be done upon a condominium which will obstruct or interfere with the rights of quiet enjoyment of the other occupants, or annoy them by unreasonable noises nor WILL any owner commit or permit any nuisance on the premises.

## 7.0 ELECTRONIC TRANSMITTING EQUIPMENT

7.1 No electronic transmitting equipment, other than electronic garage door openers, is allowed unless approved by the Board.

## 8.0 TRASH

8.1 Four dumpsters are located on our grounds for the use of all residents. DO NOT PUT HAZARDOUS WASTE OR LARGE ARTICLES IN OR AROUND DUMPSTERS.

8.2 Weekly trash pick-up service is supplied to all villa residents from La Brea Street north to residents from Los Feliz Street south. Trash should be set outside garage doors (in tightly covered trash cans) no earlier than 6:00 a.m. on the day of pick-up. No plastic bags.

8.3 Owners/tenants and guests shall not litter carports or common areas or cause any obstruction therein.

## 9.0 ARCHITECTURAL

9.1 The responsibility for architectural integrity of the project shall be vested in the Architectural Committee, which shall consist of three (3) persons appointed by the Board of Directors.

9.2 NO MODIFICATION PAINTING ALTERATION OR DECORATION OF ANY TYPE SHALL BE MADE TO THE EXTERIOR OF ANY BUILDING WITHOUT PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE. THIS INCLUDES DECKS AND PATIOS.

9.3 Persons desiring to make exterior alterations and/or additions shall submit written plans and specifications to the Architectural Committee for approval. All such plans and specifications shall be signed by the owner or the owner's authorized agent. Progressive inspections will be made by the Architectural Committee at approved projects.

9.4 Any alterations and/or additions of any type shall not be permitted under any circumstances unless prior to their installation and/or construction the owner has obtained, if necessary, the applicable permits from the City of Oxnard.

9.5 The Architectural Committee has the authority to issue a fine, as stated in the CC&R's, for unauthorized modification. If the violation is not corrected within 30 days, an additional fine will be levied and/or a Notice of Violation can be recorded against the property. If the necessary corrections have not been made, or if the owner refuses to do so, the Committee possesses the authority to have the necessary corrections made by a qualified third party at the owners' expense.

## 10.0 CLUBHOUSE

10.0.1 Wet bathing suits and/or bare feet are not allowed.

10.0.2 Food and drinks are not allowed in clubhouse, except when planned activities are in progress.

10.0.3 No pets or animals are allowed inside clubhouse at any time, leashed or not.

10.0.4 No more than 10 people may be in the tower at any time.

10.0.5 No loud music or disturbing noise or behavior is allowed in the clubhouse area.

10.0.6 Children under 18 must be accompanied by an adult at all times.

10.0.7 No barbecuing is allowed in the clubhouse or on adjoining decks.

10.0.8 No illegal drugs or controlled substances are allowed at any time.

## 10.1 PRIVATE PARTIES IN THE CLUBHOUSE

10.1.1 Reservations must be made in advance through the Association Management Office.

10.1.2 Application for reservation must be accompanied by a refundable security deposit of \$115.00 and a non-refundable utility/cleaning deposit of \$50.00 for non-owners. Return of the security deposit is subject to inspection of facilities by a Harborwalk representative. All cleaning of premises must be completed by noon of the day following use.

10.1.3 User is responsible for any loss or damage to premises and property and for return of keys.

10.1.4 All noises from clubhouse must be kept to a minimum. No amplifiers or loud music may be used. No noise after 10:00 p.m.

10.1.5 Security guard must be employed by a user for any party of 30 or more persons. In no case shall the party consist of more than 70 persons.

10.1.6 The Board of Directors, Manager or representative have the right to refuse use of the clubhouse. An owner has the right to appeal this decision to the Board.

## 10.2 PRIVATE PARTIES CONSISTING OF CHILDREN 18 YEARS OR YOUNGER

10.2.1 General clubhouse rules shall prevail.

10.2.2 No alcohol or illegal drugs or controlled substances are allowed.

10.2.3 No smoking is allowed.

10.2.4 User must have two responsible adults (homeowners, tenants or other adults) in attendance.

15.2.5 No one is permitted in the tower, and entry to tower steps shall have snap rope at bottom with "No Admittance" sign.

## 11.0 PETS

11.1 County and City ordinances pertaining to dogs shall apply to this condominium complex and provide in part that dogs must be kept on leash or confined within the owner's unit. If any pets become a general nuisance, restrictive action will be taken. All animals must be the responsibility of their owner and the owner must clean up animal waste products immediately. Damage to shrubbery or the common areas by animals will be at the expense of owner. Failure to comply with these restrictions is subject to a fine or suspension of use privileges, as well as all costs incurred by the Association for repairs or correction.

11.2 ANIMALS ARE NOT TO DEPOSIT WASTE PRODUCTS IN THE COMMON AREAS.

11.3 Dogs, cats or other pets are not allowed within the fenced pools, on the tennis or paddle tennis courts, or in the clubhouse.

11.4 No household pet of any kind shall be kept within Harborwalk if the Board determines that such unreasonably annoys, disturbs or is a menace to other owners or residents of Harborwalk.

11.5 Every person bringing an animal upon or keeping an animal at Harborwalk shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animals.

## 12.0 SWIMMING POOL & SPA

12.1 Pool and spa hours are from 8:00 a.m. to 10:00 p.m.

12.2 Children under the age of 14 will not be pools at any time unless accompanied by an adult.

12.3 Children wearing diapers are not allowed in pools

12.4 CHILDREN BETWEEN THE AGES OF 8 AND 14 ARE NOT PERMITTED IN THE SPA UNLESS A PARENT IS IN THE SPA AT THE SAME TIME. CHILDREN UNDER THE AGE OF 8 ARE NOT ALLOWED AT ANY TIME.

12.5 Conduct in pools must be orderly. No boisterous or rough play is permitted in the pool or the pool area. Games, running, noisy behavior and unnecessary splashing are not permitted in the pool area. This includes "dunking".

12.6 Beverages may be consumed in the pool area only in plastic, metal or unbreakable containers. All trash must be cleared away by user before leaving pool area. Help keep our grounds clean. NO FOOD ALLOWED IN POOL AREA.

12.7 Towels must be placed over pool furniture when using suntan oil or other lotions.

12.8 All oils or lotions must be washed off before entering pools.

12.9 Safety equipment provided in the pool area must remain in pool area at all times. Safety equipment is for emergency use only.

12.10 GATES TO THE POOL AREA MUST BE KEPT CLOSED AND LOCKED AT ALL TIMES. DO NOT LET ANYONE IN WITHOUT A KEY FOR ANY REASON.

12.11 Pets are not permitted in pool area at any time.

- 12.12 No bicycles, skateboards or skates are allowed in pool area.
- 12.13 No toys, paddle boards, life rafts, oars, face masks, wet suits, snorkels, fins, *etc.*, are permitted in the pool or spas at any time.
- 12.14 Homeowners and tenants have first priority. Guest use is strictly limited. All guests must be accompanied by an owner/tenant adult ( 18 years or older) at all times.
- 12.15 The number of guests in one group in the pool at any one time shall not exceed four unrelated or one family per unit.
- 12.16 Owner/tenants are reminded that they are responsible for the conduct of their guests at all times.
- 12.17 Pool keys are for the exclusive use of owners/tenants only. Any violation of the use of keys will result in loss of privileges or fine to the owners involved.
- 12.18 Radios, tape players, *etc.*, may be used in pool areas with earphones only.
- 12.19 Persons using the pool are required to show their key and give their address, if so required by the Harborwalk Manager, a Board Member, or other authorized Harborwalk representative.
- 12.20 Any person having any apparent skin disease, sore, or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall not use the pool.
- 12.21 No life guard is on duty and the owner/tenant assumes full responsibility for themselves and guests. Please observe safety and sanitation rules. Children must not only be accompanied, but be supervised at all times by the adult responsible for them.
- 12.22 All persons in pool areas shall abide by the rules as posted on pool signs.

### 13.0 TENNIS COURTS

- 13.1 Court hours are from 8:00 a.m. to 10:00 p.m.
- 13.2 Help preserve our tennis courts. No games are to be played within the tennis court area, other than tennis.
- 13.3 No more than six balls are allowed on a court at any time.
- 13.4 Adults have preference over children age 16 or under on weekends, but children may play with adults.
- 13.5 Tennis shoes must be worn
- 13.6 Guests must be accompanied by owner or registered tenant.
- 13.7 Pets are not permitted on or around courts.
- 13.8 Bicycles, roller skates, skateboards or wheeled toys are not permitted on courts at any time.
- 13.9 Spectators shall sit on the sidelines.
- 13.10 Bring your key. Do not let strangers in for any reason. Tennis court keys are for the exclusive use of owners/ tenants only. Any violations of use of keys will result in loss of privileges and/or fine, as stated in the CC&R's, to the owner involved. Courts must be locked at all times.

13.11 Persons using the tennis courts are required to show their key and give their address if so required by the Harborwalk representative.

13.12 The ethics of tennis shall prevail.

13.13 Climbing on nets and fences is prohibited.

13.14 Beverages must be in unbreakable containers and, if spilled, cleaned up promptly.

#### 14.0 LANDSCAPE & GROUNDS

14.1 No owner is permitted to plant or cause to be planted any plantings on common property without prior authorization from the Landscaping Committee. Any planting within the private patios which are visible from the exterior must be kept in good looking condition by the owners.

14.2 Any owner making a change in common area landscaping, without prior authorization from the Landscaping Committee and/or Board of Directors, will be charged for removing and replanting, plus a fine.

#### 15.0 SHARED PORCHES & STAIRWAYS

15.1 Porches which provide access to more than one unit are considered to be public and, consequently, shall be kept free from all personal items. Clean doormats, in good condition, are considered to be an exception to this rule.

15.2 Potted plants are permitted only if they are kept neat, clean, safe and out of the passageways. Flower pots or other objects shall not be set on balcony rails, window sills or ledges at any time. Total weight of flower pots on above ground decks shall not exceed 200 pounds. The cost of repairs to structures caused by excessive watering shall be charged to the homeowners.

15.3 No drying of clothes, towels, rugs, etc., is permitted on balconies, patios, porches or other areas.

#### 16.0 INDIVIDUAL PORCHES & PATIOS

16.1 In order that the building retain a uniformly desirable appearance, all porches and patios are to be kept in a clean and neat condition. and the lists of acceptable and prohibited furnishings shown below shall apply:

##### 16.1.1 ACCEPTABLE PATIO AND PORCH FURNITURE

- Tables, chairs and chaise lounges.
- Barbecues, if they are covered with an opaque, not see-through cover.
- Storage boxes for patio and barbecue equipment not larger than 3 x 3 x 4.
- Plant material in containers with drain saucers. TOTAL WEIGHT OF FLOWER POTS ON ABOVE GROUND DECKS SHALL NOT EXCEED 200 POUNDS. SEVERE DECK DAMAGE RESULTS FROM TOO MUCH WEIGHT ON DECK AND OVER WATERING OF PLANTS.

All items to be kept in good repair, well-painted and/ or finished, and generally maintained in an attractive manner.

#### 16.1.2 ITEMS PROHIBITED FROM USE OR STORAGE ON PORCHES AND PATIOS IF VISIBLE FROM EXTERIOR

- Floor covering, *i.e.*, indoor/outdoor carpeting. Rugs and carpeting hold water and cause deck damage.
- Drying racks and equipment.
- Clothes or cloth materials unless appropriately incorporated into permissible furniture listed above. For reasons of safety, flower pots or other objects shall not be set on balcony rails, window sills or ledges of second story or higher units at any time.
- Trash containers, ice chests, wooden or paper boxes, metal cans and other miscellaneous containers.
- Construction tools and materials.
- Camping, fishing and sailing gear.
- Recreation equipment such as balls, surfboards, bicycles, *etc.*
- Toys and play equipment.
- Pet equipment and supplies.
- Broken or poorly maintained wood and metal furniture of all varieties.
- Dead plant materials, gardening tools, soil amendments/fertilizers and unkept plant containers of all kinds.
- No exterior drying of clothes, towels, rugs, *etc.*, is permitted on balconies, patios, porches or other areas.

#### 17.0 USE OF GARAGES & CARPORTS

17.1 Garage doors and locker storage doors must be closed when not in use for reasons of security and appearance.

17.2 No garage may be converted into a living area at any time.

17.3 The items stored in a garage must not interfere with the parking of vehicles in the garage.

17.4 Carports are to be kept free of grease, chemicals and debris; they are for parking purposes only and are not to be used for storage of any kind.

17.5 Garage/yard sales are prohibited.

17.6 No non-residential use shall be conducted in the unit or garage. No garage shall be used for any business activity or for any use associated in any way whatsoever with a business or business activity.

#### 18.0 NON-RESIDENTIAL USE

18.1 No portion of Harborwalk shall be used for any nonresidential, commercial or industrial purposes.

## 19.0 RENTING OR LEASING OF UNITS

19.1 All leases for the renting of units within Harborwalk shall be in writing and shall contain a provision that the lease is subject to the Association's Declaration, Articles, By-Laws and these Rules and Regulations. The lease shall also provide that any failure by the lessee to obey these Rules and Regulations, Declaration, Articles and By-Laws of the Association shall be deemed a default under the lease.

19.2 Any owner who shall lease or rent his unit shall notify the Board of the lease and provide the Board with a written copy thereof. In addition, the owner shall fill out the "New Resident." form, and return it to the Association within ten (10) days prior to the date set for first occupancy by the lessee of the unit.

19.3 Tenants, lessees and/or renters must be registered at the Management office by name, with home and business phone numbers and automobile identification information.

19.4 The owner of a unit is ultimately responsible for insuring that his or her lessee complies with the Association's Declaration, By-Laws, Articles and these Rules and Regulations. The owner shall be subject to penalties for any violations of their tenants.

19.5 All violations of CC&R's by a tenant are the responsibility of the owner. If an owner cannot control the behavior of this tenant, the owner will be required to remove the tenant from that unit. If an owner fails to rectify problems caused by this tenant and fails to evict an unruly tenant within 10 days of demand of the Board, the Association shall have the right to bring action for abatement of nuisance or other appropriate action, including unlawful detainer for breach of the lease requirement of obeying the CC&R's on behalf of the owner and at the owner's expense.

19.6 Owners must furnish a copy of these Rules and Regulations to all tenants, lessees and/or renters. Everyone must comply with all Harborwalk rules.

19.7 NO HARBORWALK UNIT SHALL BE USED FOR SHORT-TERM LEASING OR RENTING. The minimum lease period for any Harborwalk unit shall be no fewer than 3 months.

19.8 No leased Harborwalk unit shall be sublet.

19.9 Any extraordinary expense incurred by the Association, which expense is directly attributable to tenant(s) or their guest(s), shall be billed to the owner of the unit occupied by the offending tenant(s). Such billable expenses shall be due and payable immediately upon receipt of invoice. In addition to any fine which may be duly levied for violation of the Rules and Regulations, billable expenses may include, but are not necessarily limited to the following:

a. Cost of cleaning, refurbishing or repairing the building exterior, site infrastructure or landscape, necessitated by any violation of Harborwalk Rules and Regulations or by any overt action or negligence on the part of the tenant(s) and/or their guest(s).

b. Any utility fees, above and beyond the normal monthly fees incurred by the building of which the unit in question is a part, provided that such fees shall be duly documented and reasonably deemed to be directly attributable to over-occupancy of the unit (occupancy beyond the maximum allowable occupancy, see Section 20.0).

c. Any expense related to extraordinary services required due to any overt action and/or negligence of tenant(s), including but not necessarily limited to security or police services, locksmiths, animal control services, health department services, custodial services, or the like.

d. Any other extraordinary expenses, beyond those incurred through normal wear and tear, which shall be directly attributable to tenant(s) and/or their guest(s).

## 20.0 OCCUPANCY

20.1 Each unit shall be used exclusively for single family residential purposes. The maximum number of persons occupying a unit shall be no more than two persons per each bedroom, plus two persons per each loft in the unit. For example, a unit with one bedroom and one loft shall be occupied by no more than four persons.