

———— DEL SOL ————

## **RULES AND REGULATIONS**

**ADOPTED: OCTOBER 26, 2023**

**DEL SOL COMMUNITY ASSOCIATION  
RULES AND REGULATIONS  
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**DEL SOL COMMUNITY ASSOCIATION**  
**A PLANNED COMMUNITY**  
**SECTION 1**  
**MEMBERSHIP INFORMATION**

Del Sol Community Association (“**Association**”) is a residential homeowners association consisting of (333) residential homes, and offers many advantages to the homebuyer. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on Homeowners, residents and their guests of the Association.

Del Sol Community Association is a California non-profit mutual benefit corporation consisting of those Owners of Lots within the ultimate boundaries of the Association.

There are many nuances of the Association, but the main priorities are protecting property values by managing and maintaining aesthetics and cultivating harmony amongst the community through governance compliance. Your automatic membership in, and obligation for payment of assessments to the Association provides a revenue base to share the costs of maintaining the Association, and through equal and consistent enforcement of governing documents enjoyment of all Owners and residents is achieved.

Additionally, the Association is a maintenance corporation responsible for maintaining the Association’s real property. The Association is in no way responsible for providing any form of safety, security or protection of Owners personal property or wellbeing. No representation or warranty is made that any systems or measures, such as limiting access devices, cannot be compromised, or circumvented, nor that any such system or service undertaken will in all cases prevent loss or provide the detection, deterrent, or protection for which intended or designed. Each Owner acknowledges, understands, and shall be responsible for informing its tenants and all occupants of residence that the Association is not insurers or guarantors of safety, security or protection, and that each person within the Association assumes all risks of personal injury, loss or damage to property, including the residence and contents, resulting from acts of third parties.

The following rules, regulations and policies have been developed with consideration given to providing each Member with the greatest enjoyment of the facilities without infringing on other Members and their rights to quiet enjoyment of their homes and community.

Although these Rules and Regulations support the Covenants, Conditions and Restrictions (herein after referred to as CC&Rs) they do not cover the entirety of the document. Please be sure to read the CC&Rs carefully. Where there is a conflict between these Rules and Regulations and the CC&Rs, the CC&Rs shall control.

***\*\*These Rules and Regulations are applicable to any Owner/Member/Resident/Tenant. Responsibility of violations to these Rules and Regulation ultimately falls on that of the Owner/Member.***

**SEABREEZE MANAGEMENT COMPANY**  
CORPORATE OFFICE:  
26840 Aliso Viejo Parkway, Ste. 100  
Aliso Viejo, CA 92656  
949-855-1800  
customer@seabreezemgmt.com

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 2**  
**COMMON AREA RULES AND REGULATIONS**

- 2.1 Use of Association Property shall be subject to the provisions of the CC&Rs and the Rules and Regulations, and to any limitations imposed by any other Association Documents. Association property will encompass general landscape areas around the homes, recreational facility, pool and spa area, in addition to exterior elements of any attached Condominium buildings. The City of Ventura will be responsible for the parks located throughout the Del Sol community, in addition to all streets, sidewalks and alleyways.
- 2.2 The Community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System (“NPDES”) adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the Community. Homeowners are required to add sandbags to their lots as necessary to prevent any storm water/mud run-off from their lots to the common areas, both pre and post-construction. Homeowners shall maintain and replace sandbags as necessary until yard installation is complete. The following are prohibited:
- Washing, hosing or rinsing of driveways, sidewalks or hardscape into the street (allowable if diverted into private landscape areas).
  - Washing, hosing or rinsing of vehicles into the street.
  - Washing, hosing or spilling of any hazardous materials into the street.
- 2.3 At no time can pots, planters or other decorative items be placed in or on Association Property maintained by the Association. This includes any perimeter or courtyard walls.
- 2.4 No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the Association Property.
- 2.5 No Owner shall keep any materials of any kind or allow any activities to be conducted at their unit or on the Association Property or which will increase the rate of insurance on Association Property; or which will cause any fine or penalty to be imposed against the Association by any Public Agency.
- 2.6 No Owner shall keep any materials of any kind or allow any activities to be conducted on their unit or on Association Property that will result in the cancellation of insurance on the Association Property which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Association Property or Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums and/or for such fine or penalty.
- 2.7 No BBQ or firepits are to be brought into the common area. All gas or propane BBQ’s and firepits are to be used within a unit’s exclusive use space only. Solid fuel burning BBQ’s and firepits are not permitted, due to the excessive smoke created when in use and subsequent nuisance to surrounding neighbors as a result.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 3**  
**PROPERTY RULES**

- 3.1 Owners of a Fresco, Novato, or Primero residence will be required to perform exterior improvements to the Exclusive Use Courtyard (Primero) or Side/Rear Yard space (Novato & Fresco), as applicable to the specific residence type. These Exclusive Use Areas are not permitted to remain dirt, and proposed improvements should match or enhance the property value. Owners of a Fresco, Novato, or Primero residence will have 6-months from the original close of escrow date to submit and complete improvements, in accordance with Section 6.1.10 of the CC&Rs. Owners will need to review the Del Sol Architectural Guidelines to learn more about the submission and review process.
- 3.2 All personal items must be kept in a unit's exclusive use space. No personal items may be placed in any common area. All statuary displays must be no taller than 24". No improvements within any Exclusive Use area is permitted without written approval from the Association. No screens, linens, blankets, rugs, swimsuits, or other personal objects or items may be hung within, placed, or stored on Exclusive Use Association Property. Items such as, but not limited to, shoes, shoe racks, clothes, towels, cleaning supplies, toys, exercise equipment, play equipment, storage containers, storage furniture, or any other items generally considered for use inside of a home, in addition to dead plants, may not be stored in any Exclusive Use Association Property. All personal objects stored within an exclusive use space shall be no taller than the original installed wall and fencing.
- 3.3 Holiday lighting may be put up four (4) weeks before the holiday and must be removed within two (2) weeks after the holiday. For any attached units, lighting and decorations may not be installed on the buildings, however, if decorations are not attached, they may be installed on patio fencing and balcony railing so long as the installation does not cause penetration of or damage to the fence or railing. Any lighting or decorations installed or placed within, or on, the Association property, including the common area landscape, may cause a delay in maintenance of that area or the landscape where lighting or decorations are located. The Association is not responsible for any damage caused to the lighting or decorations. Any installation that damages HOA common areas will result in a fine assessed to the owner and/or a damage reimbursement assessment for the cost of the damage.
- 3.4 All window coverings shall be of a neutral color harmonious with and not in conflict with the color scheme of the exterior of wall surfaces of the Residence. All permanent window coverings shall be installed within ninety (90) days from close of escrow. No window shall be covered with aluminum foil, sheets, newspaper or similar material not intended or designed for use as a window cover.
- 3.5 No basketball standards or fixed sports apparatus shall be attached to any Residence or placed anywhere within the Association Property. All streets, sidewalks and alleyways are the City of Ventura property and Owners will not be permitted to store any such sports apparatuses on such property.
- 3.6 Trash, garbage or other waste shall be kept only in sanitary containers. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in receptacles customarily used for it, which shall be stored within fenced side yards or garages, out of view from Association common area. Trash bins cannot be placed on streets or other areas of the property

that are exposed to the public for more than twelve (12) hours before and after schedule trash collection hours.

- 3.7 No excessive noise (whatever the source) or disturbances that invade your neighbors' quiet enjoyment shall be allowed.
- 3.8 No Owner or occupant is permitted to perform any modifications or improvements to the exterior of a Unit without the approval of the Association, and / or the Design Review Committee, including the installation of security cameras, security doorbells and/or digital locks. Security cameras that are placed (not installed or attached to the exterior condominium building in any manner) within an Exclusive Use Area may not have a line of site into any area of implied privacy. Owners and residents who make any exterior installation without the written approval of the Association or the Architectural Review Committee will be subject to penalty assessments.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 4**  
**POOL & SPA**

To obtain pool access, please contact management for the current access control form.

4.1 Pool Facility Hours shall be as posted.

**4.2 Reservations**

Individual homeowners may not reserve pool area facilities for exclusive use.

**4.3 Facility Access**

At a minimum each owner will receive One (1) Key Fob OR Electronic Credential for entrance to the facilities.

4.3.1 **Electronic Credentials.** If the Board opts to use Electronic Credentials Owners will be required to complete an Access Control Form. A maximum of four (4) credentials can be purchased for members living in the household age fourteen (14) or over. Owners with tenants must submit the form along with a copy of the Lease Agreement for their tenants. The purchase of an Electronic Credential will be a fee of \$25.00 each, and Owner will be required to pay all fees in full within 30-days, or Electronic Credential will be suspended.

4.3.2 If the Board opts to use Key Fobs, a maximum of two (2) key fob per home will be permitted. Replacement key fobs can be purchased (if available) for an additional fee of \$25. The fee is subject to change at the Board's discretion.

**4.4 Facility Monitor**

A facility monitor may be obtained at the discretion of the Board of Directors. Pool Monitors (if obtained) will be responsible for enforcing the rules and regulations associated with use of this facility. Any refusal to adhere to the rules or abusive behavior toward Pool Monitor(s) or other and their guests will result in removal from the facility and suspension of privileges.

**4.5 General Facility, Pool and Spa**

4.5.1 Owners are permitted to host no more than four (4) guests in the facility area at any given time provided the Resident guest(s) are in compliance with the rules at all times. Guest(s) must be accompanied by an adult resident age eighteen (18) or over.

4.5.2 Use of the pool facilities is at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. This also applies in the event that a facility monitor is staffed on the premises. For Emergencies call 911.

4.5.3 If Owner elects to rent or lease his/her dwelling unit and gives right of access to pool area facilities to Lessee, the Owner relinquishes his/her access rights. In the event an owner is renting the property to a family member, this rule is still applicable. Access rights are for those living in the property.

4.5.4 Use of the pool facilities and common area is a privilege which is enjoyed by all Owners or occupants. Consideration of others concerning noise levels

- 4.5.5 Conduct by an Owner or occupant which deprives any other Owner or occupant use of the pool, spa or common property shall not be allowed.
- 4.5.6 Pool Furniture is available on a first come, first serve basis and may not be taken out of the pool area for any reason at any time. All furniture and umbrellas must be returned to their original location and umbrellas closed before leaving the facility.
- 4.5.7 Owners are not permitted to bring additional furniture and/or equipment into the pool area including speakers. Owners wanting to listen to audio of any kind must use listening devices that keep the audio noise to themselves.
- 4.5.8 Guests may make use of the swimming pool or spa only when accompanied by the Resident host. Guest(s) not accompanied by a Resident host is a violation of these rules and any unaccompanied guest(s) may be requested to leave the premises.
- 4.5.9 All swimmers should shower before entering the pool and must wear a bathing suit (no ragged-edged garments are allowed.) Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility.
- 4.5.10 Swim diapers and plastic pants, specifically for pool use, must be worn in the pool and/or spa by all users with incontinence issues and children who wear diapers.
- 4.5.11 Any individual with a condition or disease which may be transmitted through pool water or open sores will not be permitted to use the pool or spa facilities.
- 4.5.12 For shoulder length hair or longer, it is recommended that hair be tied back, braided or cap worn (hair clogs the drains).
- 4.5.13 The following rules shall apply:
- i. No running or "horse play" on pool deck.
  - ii. No "horse play" in the swimming pool/wading pool.
  - iii. No ball/Frisbee or object throwing.
  - iv. No gum in pool area.
  - v. No skateboards/bicycles/tricycles/skates/roller blades/scooters or the like inside fenced area.
  - vi. No glass bottles or other glass containers/objects inside fenced area.
  - vii. No pets or animals inside fenced area.
  - viii. No unduly loud or disturbing noise inside the fenced area.
  - ix. No radios/playback sound devices without headsets inside the fenced area.
  - x. No diving from benches, tables or other facility structures inside the fenced area.
  - xi. No rafts, inflatable toys, or diving rings during busy periods, which shall be at the discretion of the lifeguard (if staffed) or roving patrol. Lifejackets are always allowed.
  - xii. No "boogie boards".
  - xiii. No smoking.
  - xiv. No pool furniture in the pool.

xv. Anyone urinating or defecating in the pool is subject to immediate removal from the facilities and imposition of appropriate discipline, after notice and hearing, which may include suspension of privileges to use facilities, monetary penalties and charging Homeowners with all costs of draining and cleaning of pool. Homeowners are also subject to discipline, including but not limited to, imposition of fines, for such actions by themselves or their guests.

- 4.5.14 Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to the damage.
- 4.5.15 The “buddy system” is recommended to be used by all swimmers at all times. For safety no one should swim alone.
- 4.5.16 All gates must remain closed and locked at all times.
- 4.5.17 Any Resident or Resident’s guest(s) caught jumping the fence to any gated facility will be asked to leave the facility for the day and a letter will be sent to the homeowner. Non-Resident violators will be turned over to the police as trespassers.
- 4.5.18 Persons intoxicated or under the influence of alcohol or drugs are not permitted in the facilities and may be asked to leave.
- 4.5.19 Violation of these rules may result in a verbal warning, time-out period, ejection for the day or suspension of privileges.
- 4.5.20 It is recommended that persons age 13 years old or under be accompanied by an adult.

#### **4.6 Spa**

- 4.6.1 It is recommended that persons age 13 years old or under be accompanied by an adult.
- 4.6.2 It is recommended that children 5 years old or younger not use the spa at any time.

#### **4.8 Other Common Amenities & Facilities**

- 4.8.1 Any common amenities (i.e. pool, spa, pool deck, covered space, barbecue, picnic tables, etc.) are available on a first come, first serve basis. No resident or guest is permitted to blockage or reserve a space within or around a Common Amenity in advance so as to prevent other residents and guest from the equal enjoyment of such space. The blockading of a space in efforts to reserve such area is strictly prohibited. Any resident found attempting to prevent another resident from using such space may be subject to electronic access suspension.
- 4.8.2 Residents are responsible for clean-up after use of any facilities.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 5**  
**ASSOCIATION LANDSCAPE & CITY PARKS**

- 5.1 Use of the Association Property shall be subject to the provisions of the CC&Rs and the Rules and Regulations, and to any limitations imposed by any other Association Documents. City parks located throughout the Community are subject to City Restrictions and posted regulations. The Association will not have authority over City parks. Del Sol residents concerned about City parks will need to contact the Parks & Recreation division of Ventura by contacting the number posted on site.
- 5.2 The Association landscape areas are not to be used for commercial purposes other than those approved in writing by the Association.
- 5.3 Public broadcasting (i.e. deejays) and any recreation wheeled and/or motorized equipment (i.e. e-bike, scooters, etc. ) are prohibited at all times.
- 5.4 Use of bounce houses waterslides, temporary pools or any other similar equipment is not permitted in any portion of Association property.
- 5.5 Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited at any of the common areas, parks and facilities within the community.

**5.2 Park Trash Receptacles and Bins**

- 5.2.1 No dumping of household trash and items is allowed to be placed in the park trash cans or trash bins. Any Resident found using these receptacles for disposing of household trash and items will be in violation of the Community rules and may be fined \$1,000.00 in accordance with the Community rules and Governing documents.

Ventura offers options for Residents to discard large household items by scheduling a Bulky Item Collection appointment by calling E.J. Harrison at 805-647-1414, or Resident's may place a request online by visiting <https://ejharrison.com/request-services>

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 6  
TENANT RULES AND REGULATIONS**

**THE ASSOCIATION HAS A STRICT ZERO TOLERANCE FOR SHORT TERM RENTALS  
NO SHORT-TERM RENTAL OF SEPARATE INTERESTS FOR LESS THAN THIRTY (30) DAYS**

- 6.1 The Owner shall have the responsibility to acquaint their tenants and guests with the CC&Rs and Rules and Regulations of the Association.
- 6.2 For the purpose of these Rules and Regulations, a tenant shall be defined as anyone in possession of an Owner's residence in exchange for any sort of consideration, or at the sufferance of the Owners.
- 6.3 Any rental, lease, or other occupancy of a unit, or portion thereof, for less than a period of thirty (30) consecutive days constitutes an impermissible nonresidential use for transient or hotel purposes in violation of the CC&Rs.

Entering into an oral or written agreement to rent, lease, or use the unit, which on its face or by its terms may provide for an occupancy term of at least thirty (30) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of the unit actually intends to occupy the unit for a term of less than thirty (30) consecutive days, shall be deemed a violation. Additionally, the use of a unit by occupants, other than an Owner, for a period of less than thirty (30) consecutive days, irrespective of the terms of an oral or written agreement, if any, is a violation.

- 6.4 In accordance with Section 6.1.2 of the CC&Rs, no Dwelling or portion of the Community shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
- 6.5 In accordance with Section 6.1.1 of the CC&Rs, Residential Units shall be used for residential purposes only, provided, however, that any Residential Unit may be used incidentally for the purpose of operating a home based small business if, and only if: (a) the business is operated solely within the Residence; (b) the business is limited to arts and crafts, the rendition of professional services, or other similar entities; (c) the business is operated by the Owner whose principal residence is the Residential Unit, by a Lessee whose principal residence is the Residential Unit or by a family member of such Owner or Lessee whose principal residence is the Residential Unit; (d) there is no sales activity conducted within the Association Property, no customers visiting the Residential Unit and no advertising anywhere in the Community; (e) the operation is permitted by and is at all times in compliance with Applicable Laws; and (f) the operation of the business does not result in: (i) the violation of any of the other provisions of this Declaration; (ii) any unreasonable increase in the flow of traffic within the Community; (iii) any unreasonable odor, noise, or vibration outside of the Residential Unit; (iv) any parking problems within the Community; or (v) any other adverse conditions to the Occupants of the individual Condominiums. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit any home based business specifically required to be allowed by Applicable Law.
- 6.6 All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Association Documents, and

that any failure by the tenant or lessee to comply with the terms of the Association Documents shall constitute a default under such agreement. Within seven (7) days after executing, or otherwise entering into, a lease, rental, or other agreement for the lease, rental, occupancy, or use of a Separate Interest, the Owner shall provide the Association's managing agent the name of the lessee, renter, occupant, or user of the Separate Interest and all other persons occupying the Separate Interest, and a copy of the lease, rental, or other agreement evidencing the Owner's permission for such lessee, renter, occupant, family member, guest, or other person, to occupy or use the Separate Interest.

- 6.7 All Owners and their lessees and tenants shall comply with the provisions of the CC&Rs and other terms and provisions set forth in the Association Documents. No Owner shall transfer any membership interest in the Association, except upon the transfer of the unit to which is appurtenant.
- 6.8 Any violation of the foregoing restrictions is considered an egregious breach of the CC&Rs and violation of the residential use limitations contemplated under the CC&Rs. In developing the fine schedule for violations for short-term rentals, the Board considered that an Owner may receive a significant sum of money for short-term rental of a Separate Interest for less than a period of thirty (30) days in violation of the CC&Rs. The Board further considered that an Owner or his or her resident may generate a significant sum of money by conducting commercial activity in a Unit or anywhere within the Community. Thus, in recognition of these facts, together with the strong policy of wishing to preserve the residential use of the Separate Interest, and as a disincentive against violations, and to prevent an Owner from profiting from violating the CC&Rs, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of (a) the short-term rental restriction, hotel/transient use restriction, or commercial activity restriction in the CC&Rs in the amount of \$1,000.00 for the first offense, per night, with the fine for each subsequent offense doubling thereafter (i.e., \$2,000.00 for second offense, per night, \$4,000.00 for the third offense, per night, \$8,000.00 for fourth offense, etc.).

In addition, a fine in the amount of \$1,000.00 may be imposed for failure to timely notice the Association of entering into a lease agreement as required above.

The foregoing fines shall be in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately suspending electronic access devices, termination or parking permits, proceeding with filing legal action or pursuing other available enforcement action to remedy a violation. Failure to comply with any of the other provisions of this Policy (e.g., the lease agreement requirements) shall subject the responsible Owner(s) to monetary fines in accordance with the Association's regular Fine Schedule contained in the Rules and Regulations and/or all other the remedies provided under the Governing Documents or otherwise authorized in law or in equity.

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 7  
STREET PARKING & GARAGE RULES**

- 7.1 All streets throughout the Community are public streets governed and enforced by the City of Ventura. Curbside parking along the streets throughout the Community will be restricted in posted areas. Please see Parking Plan Exhibit included herein. The City of Ventura has an ordinance against parking a vehicle more than 72-hours on a City street at any given time. Residents reporting vehicles stored in excess of 72-hours, or abandoned vehicles are to call 805-339-4432. Residents are to provide color, make, model, license plate number and nearest address where the vehicle is parked.

No parking shall be permitted along any portion of a street or alley. Vehicles found parked in a fire lane shall be reported to City of Ventura, subject to towing at the Owner's expense without notice. Vehicles parking in any portion of a fire lane may be reported to emergency service number.

Residents may also contact the City of Ventura Code Enforcement Division to report parking matters by calling 805-658-4711. The Code Enforcement Division serves the Ventura community in order to promote safe and clean neighborhoods and preserve property values through compliance.

- 7.2 Each Owner shall keep in his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed. **Each garage in the community holds two vehicles and shall be used for said vehicles.**
- 7.3 All garage doors shall remain closed at all times, except as reasonably required for entry to and exit from the garage.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 8**  
**PET RULES**

- 8.1 Problems associated with animals, including noise disturbances and defecation should be directed to the City of Ventura Animal Services at (805) 388-4341
- 8.2 All dogs that are not on their own property must be on a 6 foot or shorter leash, held by a person who can completely control the dog at all times. **Retractable leashes are not permitted.**
- 8.3 Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by their animal within their private yards and anywhere in the community.
- 8.4 In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board of Directors, as applicable, from time to time.
- 8.6 Any Owner who claims that an animal constitutes a nuisance shall first direct the complaint to the City of Ventura Animal Services.
- 8.7 Every person keeping an animal within or bringing an animal into the Community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.
- 8.8 Only domestic animals that are kept as household pets and are not kept, bred or raised for commercial purposes are permitted to be maintained within the Community. No Owner shall keep more than a total of two (2) domestic dogs or two (2) domestic cats, or a combination thereof (but not to exceed two (2) total) within such Owner's Residential Unit. Domestic reptiles, birds, rodents and fish shall be permitted so long as such animals are kept in the interior of a Residence.
- 8.9 Owners are responsible for removing their pet's waste. All pet waste deposited in the common areas or City property shall be promptly removed and disposed of in owners own waste receptacle only or within designated pet waste station, if provided by City or Association.
- 8.10 These rules are in addition to the animal restrictions in Article 6 of the CC&Rs.
- 8.11 Owners shall keep their private patios and yards free and clean of pet waste at all times.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 9**  
**SIGNAGE RULES**

- 9.1.1 No sign or billboard of any kind shall be displayed to the public view on any portion of the Del Sol Community Association Property except for signs used by Declarant) in connection with the development of the community and sale or lease of Lots.
- 9.1.2 In accordance with Section 712 and 713 of the California Civil Code, an Owner may display on his/her Lot or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's telephone number.
- 9.1.3 All signs shall comply with the City of Ventura Municipal Codes regarding signs and any other applicable governmental ordinances.
- 9.1.4 Signs erected in Association maintained common areas not complying with the rules will be removed by a representative of the Association.
- 9.1.5 All Owners shall comply with the following Del Sol Community Association's "For Sale" and "Open House" Sign Regulations as well as the requirements of Article 6 of the Declaration.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 9.2**  
**“FOR SALE” SIGN REGULATIONS**

*Article 6 of the Declaration and the City of Ventura regulates all signs in Del Sol Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for “For Sale” signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area. These regulations shall also apply to “For Lease” signs.*

- 9.2.1 Residents (or their agents) wishing to advertise "For Sale" for purposes of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
- 9.2.2 The total sign area shall be contained within a 24" x 18" area. The top of the sign should be no more than three (3) feet above ground level.
- 9.2.3 The sign must be professionally prepared on weather-resistant material.
- 9.2.4 Only one sign is permitted per dwelling unit. Brochure boxes, attached riders, sold signs, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only the brokerage firm name or “For Sale by Owner” with the owner’s or agent’s address & phone number may be included on the sign.
- 9.2.5 No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2" x 3" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.
- 9.2.6 Signs are not permitted on DEL SOL COMMUNITY ASSOCIATION property except that one sign that complies with these Rules & Regulations may be placed in the common area landscape directly outside of the unit so long as it does not impede traffic, cause a safety concern or damage any common area. Also, a maximum of one "Open House" directional sign is permitted. However, in no case may there be more than one "Open House" directional sign per corner.
- 9.2.7 Developer is exempt from these restrictions during the entire sales phase.
- 9.2.8 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Enforcement Policy.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 9.3**  
**"OPEN HOUSE" SIGNAGE ON COMMON AREAS**

*Article VI of the Declaration and the City of Ventura regulate all signs in Del Sol Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for "Open House" signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the common area.*

- 9.3.1 Residents (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
- 9.3.2 The total sign area shall be contained within a 24" x 18" area.
- 9.3.3 The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 2" x 3".
- 9.3.4 A maximum of one sign (in total) may be placed within the community.
- 9.3.5 Signs may not remain on common areas overnight.
- 9.3.6 Brochure boxes, attached riders, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only "Open House" and a directional arrow may be included on the sign.
- 9.3.7 "Open House" signage may be posted on Saturdays and Sundays only and at a frequency of two weekends per month maximum.
- 9.3.8 The Owner of the property for sale is solely responsible for adherence to these and all other Del Sol Community Association Rules and policies.
- 9.3.9 Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.
- 9.3.10 All open house signs shall be displayed in the unit window only.

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 10  
CONTRACTOR GUIDELINES**

Association members are responsible for the actions of any contractor they hire to perform work in the Community and to ensure that any contractor hired adheres to the following:

Contractors must comply with the Association's hours to perform work:

7:00 AM – 5:30 PM (or dusk) Monday through Friday

8:00 AM – 5:00 PM Saturday

No construction is permitted on Sundays or Federal Holidays as follows: New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day, Easter.

\*Should City ordinance and working hours be more restrictive, City shall control.

- 10.1 Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
- 10.2 Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, garages, streets, or mailboxes.
- 10.3 Contractors shall not leave vehicles, equipment, trash, construction debris or material on streets overnight.
- 10.4 Contractors shall adhere to all Local Ordinances in the performance of work.
- 10.5 Portable toilets shall be kept in a safe and sanitary condition. All portable toilets must be kept on the unit driveway only. No placement in the street or common area is allowed.
- 10.6 Contractors will not place any trash dumpsters on any Association Property, public street or sidewalk areas or driveways. Contractors must remove trash daily.
- 10.7 Community landscaped areas shall be protected during construction. The Association will repair any damage to the common area caused by any construction activity and will either back-charge the owner or will deduct the cost thereof from the construction/clean up deposit. Should damages incur to the City property (sidewalks, streets, alleyways), an Owner may be subject to enforcement procedures as levied by the City of Ventura. For major remodels, the Association reserves the right to require screened fencing, which includes the use of a six foot chain link fence and frontage gate secured by a dark green mesh behind the sidewalk, which shall be maintained in good condition and all construction materials must be kept behind the fence.
- 10.8 Unpackaged material, such as sand or soil, may not be unloaded in the street. Stockpiling in the street is prohibited.
- 10.9 No construction equipment, materials, debris or trash shall be allowed to accumulate or be stored on the properties.
- 10.10 Contractors shall not bring or use alcohol or recreational drugs on site.

- 10.11 Contractors shall not bring dogs on site. Contractors shall only be allowed to bring onto the properties persons who are working with contractor on the construction project.
- 10.12 Contractors must take all necessary safety precautions and shall erect and maintain barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions associated with their construction activity.
- 10.13 All construction activity must comply with local governmental codes/permits as well as plans approved by the Association's Design Review Committee.
- 10.14 At the end of the workday, the streets must be left broom clean. All debris (i.e. paper, bottles, cans and litter) must be removed from the job site on a daily basis. Street washing is strictly prohibited.
- 10.15 Contractors shall not play radios or other musical appliances so that the sound extends to other units. Contractors shall minimize noise impacts from generators or other construction equipment.
- 10.16 Contractors must perform work in accordance with Best Management Practices and the Water Quality Management Plan (i.e. Erosion and sediment controls must be in place. Washing must be confined to the yard area. Materials may NOT be discharged into the storm drain). Refer to section 13 for additional information.
- 10.17 No sign, poster, billboard, advertising device, or other display of any kind shall be displayed so as to be visible from outside the Properties without the prior written consent of the DRC. Contractors performing work on the individual Lots may not post their company's sign upon the Owner's yard. No sign shall be placed by any Resident on an Association maintained fence, on the building, front yard or in a window.
- 10.18 The contracting homeowner will be held responsible for any and all damage to the pavers in the shared alleys caused by contractors or homeowners.

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 11  
NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor-to-Neighbor Dispute Policy is not intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for Del Sol or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor-to-Neighbor Disputes".

**DEFINITIONS**

"Neighbor-to-Neighbor Dispute" shall mean a dispute or complaint(s) lodged by one Owner against another Owner which, in the Board's sole discretion, does not impact the Association Property.

"ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.

"Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed, or the other party refused to submit the dispute to ADR.

**POLICY TERMS**

- 11.1 When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor-to-Neighbor Dispute.
- 11.2 If the Board finds that the complaint or dispute constitutes a Neighbor-to-Neighbor Dispute, it shall notify the parties of the Neighbor-to-Neighbor Dispute of its decision.
- 11.3 The parties to the Neighbor-to-Neighbor Dispute shall be required to attempt to submit their dispute to ADR prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code.
- 11.4 Upon receiving Written Certification that the parties first attempted to resolve the Neighbor-to-Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN NEIGHBOR-TO-NEIGHBOR DISPUTES.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 12**  
**STORM DRAIN WATER RUN-OFF POLICY**

- 12.1 To comply with the requirements of the Governmental Agencies and the Storm Water Agreement in connection with the storm water pollution prevention Best Management Practices, each Owner and the Association agree that they will, at all times, maintain all Improvements located within a Residential Unit, or in the case of the Association, within the Association Property, in a clean, safe and attractive condition, free and clear of any and all debris and in accordance with the Storm Water Agreement and any agreements that are recorded or may be recorded against the Community. All landscaping shall be maintained by an Owner in a manner that will prevent soil erosion and minimize sediment transport. To the extent that the Declarant has installed any erosion protection devices (e.g., sand bags) an Owner shall not remove such devices unless and until all landscaping has been installed, and has been sufficiently grown so as to prevent soil erosion and transport of any sediment. All trash receptacles within Owner's Residential Unit shall be closed at all times except when disposing of trash. The Association and the Owners shall comply with the Storm Water Agreement and all applicable Best Management Practices and perform all maintenance that may be imposed by any water quality management plan that may affect the Property. The costs of the Association's portion of such maintenance, if any, shall be treated as a Common Expense. "Best Management Practices" means all best management practices imposed from time to time by Applicable Laws or Governmental Agencies, including without limitation, pollution control practices or devices, erosion control to prevent silt runoff during construction, general housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices or devices to prevent or reduce the discharge of pollutants to stormwater, receiving water or stormwater conveyance system to the maximum extent practicable.
- 12.2 So long as Declarant owns any property, if an Owner or the Association is not in compliance with the provisions of this Section and, as a result, Declarant may incur any liability, Declarant shall have the right but not the obligation to enter upon the Residential Unit to correct such violation. Any Owner who violates the requirements of this Section, and the Association to the extent the Association violates the requirements of this Section, shall indemnify, protect, defend and hold Declarant and Declarant's officers, directors, successors and assigns entirely free and harmless from and against any liabilities, penalties, costs, expenses and actions, including, without limitation, attorneys' fees and costs arising from or attributed to a violation of the provisions of this Section and shall within fifteen (15) days after request from Declarant, reimburse Declarant for any costs and expenses incurred by Declarant in correcting any violation by any Owner or the Association of this Section.
- 12.3 Any fines assessed by a City, County or government agency that are assessed as result of acts by an Owner or their guest(s) will be passed along to the Owner in the form of a "Special Assessment" or "Compliance Assessment".
- 12.4 Any assessment related to storm drain violations and collection thereof will be subject to the Delinquency Policy of the Association.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 13**  
**INTERNAL DISPUTE RESOLUTION POLICY**

Pursuant to Civil Code § 5900, the purpose of the Internal Dispute Resolution (IDR) Policy is to provide a fair, reasonable and expeditious procedure for resolving a dispute between the Association and a Member involving the parties' rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code § 4000 *et seq*, under the Nonprofit Mutual Benefit Corporations Law contained in Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code, or under the governing documents of the Association.

13.1 (a) The Internal Dispute Resolution (IDR) process may be begun by either the Association or the Member (the "requesting party") requesting the same, in writing, and serving the other party (the "responding party") with a copy of the written request ("the Request") by certified mail. If the process is invoked by a Member, the Association shall participate. If the process is invoked by the Association, the Member may elect not to participate in the procedure. Should the Member elect not to participate in the procedure, however, the Member shall thereby waive any right to appeal or ask the Board of Directors to reconsider any decision it may make regarding the dispute.

(b) If a Member is the responding party and agrees to participate in IDR, the Member shall return a written response ("the Response") accepting the Association's Request for IDR.

13.2 In response to a request for IDR, the Board shall appoint one or more Board Members (or other person(s) who is/are not a Member of the Board) to be representatives of the Board, and set the parameters within which the Board's designated representative(s) may propose to resolve the dispute.

Within fifteen (15) days after the next regularly scheduled Board meeting following the Association's receipt of a Request for IDR, the Board shall inform the Member by first class mail, of the representative or representatives it has designated to represent the Association in the process, together with a proposed date, time and place for the Association's designated representative(s) and the Member to meet and confer in an attempt to resolve the dispute. The parties shall schedule and conduct the meeting within thirty (30) days following such designation.

13.3 The parties are encouraged not to involve their attorneys in the IDR process, so that the parties may feel free to engage in direct and informal discussion. Any discussions relating to an IDR are considered confidential settlement discussions. Should the Member decide to bring his/her/its attorney to the meet and confer or mediation, or if the Member is an attorney, the Member shall give the Association ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Association can arrange to have its attorney attend as well. Should the Association decide to have its attorney present at the meet and confer or mediation, the Association shall give the Member ten (10) business days' written notice of the same by fax, overnight mail or overnight delivery, so that the Member can arrange to have his/her/its attorney attend as well.

- 13.4 Whether the parties meet and confer or mediate their dispute, they shall each have the opportunity to state and explain their positions regarding the issue or matter in dispute. If during the meet and confer or mediation the Member and the Board's representative(s) reach an agreement in principal regarding the manner in which the dispute may be resolved, they shall put the agreement in writing and the Member shall sign it. At the next regularly scheduled meeting following the meet and confer or mediation, the Board of Directors should consider the agreement and, if it is approved by a majority vote of a quorum of the Board, the appropriate officer(s) shall sign the agreement, at which time the agreement shall become binding upon the Association and the Member. The agreement shall only become binding and enforceable upon the parties if such action is taken by the Board of Directors and it is not in conflict with the law or the Association's governing documents. Should the Board of Directors decide to become bound by, and therefore sign, the agreement, a copy of the signed agreement shall be returned to the Member within fifteen (15) days following the Board's execution of the agreement, and the original of the agreement shall be maintained in the Association's business records.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 14**  
**VIOLATION POLICY**

- 14.1 Any violation that is an alleged violation of the Association's governing documents or Rules and Regulations will be processed according to the procedure outlined herein.
- 14.2 All violations reported by individual homeowners must meet the following criteria:
- 1) Violation report must be in writing utilizing the violation report form.
  - 2) Party making complaint (no anonymous complaints) must sign violation report.
  - 3) Violation report must identify individual in alleged violation either by name or address. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and or license plate numbers are also not sufficient for identification of individual in violation.
- 14.3 In the event the Board of Directors determines a violation of the Association's governing documents exists, the Board would act as follows:
- 1) Send a letter to the Owner stating the alleged violation and date needed to cure said violation.
  - 2) Upon expiration of the cure date, if the violation still exists, the Owner will be asked to attend a hearing with the Board of Directors.
  - 3) At such hearing the Member so charged shall have the right to present oral and/or written evidence and confront and cross-examine witnesses. (Request to confront and cross-examine witnesses must be received by the Association in writing at least 7 calendar days prior to the hearing date.)
  - 4) Hearings will not be rescheduled at the convenience of the Member in alleged violation. Members who do not choose to attend the hearing may submit written evidence for Board consideration.
  - 5) The Owner will be notified as to the decision rendered by the Board as a result of the hearing. If the Owner is found to be in violation of the Del Sol Community Association's documents, the Board will either (a) seek remedy by use of alternative dispute resolution such as mediation or arbitration; (b) levy a Compliance Assessment; (c) temporarily suspend the voting rights attributable to the Owner's Lot or condominium; (d) temporarily suspend rights to use any common recreational amenities located in Del Sol Community Association; (e) enter upon a unit to monitor and enforce compliance; (f) record a notice of noncompliance; or (g) a combination thereof.
  - 6) If the decision is to pursue a monetary fine system, the Association's Fine Schedule will apply.

14.4 Notwithstanding the above, for more serious violations, which are within the sole discretion of the Board to decide, the matter may be immediately set for a hearing, and the matter may be referred to the Association's attorney for more immediate pursuit of appropriate legal action.

NOTE: A violation is defined as an act or failure to act, by a Member that, in the opinion of the Board of Directors, is in conflict with the CC&Rs, Bylaws, Rules and Regulations and/or Design Guidelines of the Association.

**DEL SOL COMMUNITY ASSOCIATION  
RULES AND VIOLATION REPORT**

Before the Association will pursue violations that cannot be viewed during an inspection of the Community (i.e., noise nuisance, garage storage, etc.), two Owners representing two separate Lots or Condominiums must first register their complaint with the applicable public agency and then submit their complaint to the Association.

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's legal documents. PLEASE NOTE THAT THIS REPORT MAY NOT BE KEPT CONFIDENTIAL AND MAY BE PROVIDED TO THE ALLEGED VIOLATING OWNER.

**REPORT FILED BY:**

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

**VIOLATION INFORMATION:**

Name: _____	Address: _____	Phone: _____
(Alleged Violator's Name)		(If Known)

Description of alleged violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If additional space is needed, please use reverse side of form.)

Dates and times alleged violation occurred? \_\_\_\_\_

How often does the alleged violation occur? \_\_\_\_\_

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 15  
ENFORCEMENT POLICY AND FINE SCHEDULE**

15.1 The Association and/or Owner has the right to enforce the Association's Governing Documents. This right includes requesting the violator to cease the offending action, taking legal action against the violating Owner, and/or making a complaint to the Board of Directors. Once the Board receives a written complaint alleging the violation of Governing Documents, the Board will investigate the allegation and may take action against the offending Owner, including, but not limited to, suspension of privileges, electronic access suspension, disciplinary fining, special assessing or assigning Reimbursement Assessment to reimburse the Association for all costs incurred in compelling compliance, or instituting legal action. However, nothing herein obligates or requires the Board or authorized committee to take any action against an individual Owner. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action. In the event a complaint is received from a member of the Association, the following steps shall be taken:

*Notice of Violation. A notice will be sent via first-class U.S. mail. The notice will include the following information: a) the alleged violation and the provision of the Association's governing a document that was allegedly violated, (c) a date set for no sooner than 10-days upon which the alleged violation must be cured to avoid further action.*

*Notice of Hearing: If the violation is not cured within the timeframe set forth in the Notice of Violation, Owner may be required to appear before the Board of Directors. The letter will include the following information: (a) the alleged violation and the provision of the Association's governing documents that was allegedly violated, (c) a date set for no less than 10-days upon which the alleged violation must be cured to avoid further action, (d) the time, date and place of the next Board meeting whereat the violation will be addressed in a hearing during executive session, and (e) possible disciplinary. Should the violation be cured prior to the meeting, the Owner may submit proof of correction and request dismissal of hearing.*

*Hearing. On the date and at the time set forth in the Notice of Hearing (which shall be at least ten (10) days after the Notice of Hearing is provided via first-class mail delivery to the alleged violating member), the Board will meet in executive session, regardless of whether the alleged violating member is in attendance, to discuss and evaluate the evidence that has been presented by the complaining party, the alleged violating member (either by written statement or evidence, or personal testimony) and any witnesses. The alleged violating member shall have an opportunity to address the Board in his or her defense.*

*Disciplinary Action. If the Board, after evaluating all the evidence presented, finds that a violation has occurred, then the Board may impose disciplinary action against the violating homeowner by levying disciplinary action outlined within this enforcement policy and Fining Schedule, and/or assessing a Reimbursement Assessment for cost incurred for compelling compliance.*

*Written Findings. Within fifteen (15) days following the hearing, the Board shall provide the member a written notice of its findings and any disciplinary action imposed against the member, by first-class mail or personal delivery.*

15.2 If the result of the hearing is a monetary fine, the following fine schedule will apply:

- a) For violations of any rules, regulations, design guidelines or CC&Rs, in addition to failure to pay water sub-meter billing or comply with time frames for completion of landscaping and landscape installation non-compliance, the homeowner may be assessed a \$250 fine following the first hearing, a \$500 fine following the second hearing, and a \$1,000 fine following every hearing thereafter, per violation.
- b) Violations for commencing construction without obtaining DRC approval, the homeowner may be assessed a \$1,000.00 fine, per violation.
- c) For rental, lease or occupancy violations, including, but not limited to, short-term rental for use of Air B N' B, VRBO, or other like sites for any rental less than 30-days and without a written / executed lease agreement, a fine of \$1,000, per night rented will be applied after the first hearing, a fine of \$2,000, per night rented following the second hearing, and a fine of \$4,000, per night rented following third hearing, and doubling, per night, thereafter.
- d) For tree topping and any other intentional damage to common area, a fine of \$2,500.00 will be applied, per incident or Association property damaged.

15.3 Any fines not paid may result in legal action in accordance with California law.

15.4 The Board may determine to use alternative dispute resolutions or cause correction of the violation to effect a cure and the Owner may be responsible for legal fees and/or reimbursement of costs to the Del Sol Community Association.

NOTE: Should a violation occur which imposes a financial obligation on the Association, the party responsible for said violation shall reimburse, by way of a Special Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 16  
ELECTION RULES AND PROCEDURES**

- 16.1 **Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote (i) regarding matters specified in California Civil Code Section 5100(a), and (ii) any other matter unless the Association's Board of Directors has elected to conduct such vote or solicit such member approval for such other matter in accordance with California Corporations Code Section 7513, in which case the provisions of (A) Corporations Code Section 7513, (B) the Association's Bylaws, and (C) other applicable provisions of the California Corporations Code will apply to the exclusion of these Election Rules and Procedures. The Election Rules contained herein are intended to be in compliance with Civil Code Section 5100 et seq., and should be interpreted as such.
- 16.2 **Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:
- (a) **Class A Members.** Class A Members are all Owners, with the exception of Declarant (until the conversion of Declarant's Class B membership to a Class A membership as provided in the CC&Rs), and shall be entitled to one (1) vote per director seat up for election, for each Residential Lot owned. When more than one (1) person holds an interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised as they among themselves determine with respect to such Residential Lot.
  - (b) **Class B Members.** Class B Member(s) shall be Declarant, who shall be entitled to three (3) votes for each Residential Lot owned by Declarant in a Phase for which assessments have commenced. The Class B membership shall cease and be converted to Class A membership as described in the CC&Rs.
- 16.3 **Record Dates:** In the absence of a specific resolution of the Board for any given election, the record date for determining the right of a Member to receive notice and to vote shall be the date that ballots are distributed, and shall include all separate interests reflected in the Association membership list as of such record date. Members may verify and update their individual information contained in the Association's records anytime up to the date ballots are distributed, and are encouraged to review their personal information by the deadline set for submitting nominations of candidates to ensure Members review their personal information at least thirty (30) days before the ballots are mailed. The voter list shall include for each separate interest: (1) name; (2) voting power; (3) the separate interest address, parcel number or both; and (4) the mailing address, if different. The voting period shall start when ballots are distributed and shall close when the ballots are counted. The polls shall close for any Member vote as specified in the ballot materials or as determined by the Inspector(s) of Election at any Member meeting.

16.4 **Qualifications of Candidacy on the Board:** Except for the first Directors appointed by the Declarant, the Board shall consist only of qualified Members.

16.4.1 **Candidate Qualifications:** Concurrent with the First Membership Meeting, the Board shall be expanded to include five (5) Directors. At the First Membership Election, the Declarant shall designate a majority of the Board and the remaining Directors shall be elected by the Class A Members (excluding Declarant). The Directors appointed by Declarant shall serve for a term of three (3) years and the Director(s) elected by the Class A Members shall serve for a term of two (2) years. After the expiration of the initial terms, all Directors' terms shall be two (2) years. Subject to Civil Code §5105, all Candidates for the Board must meet the following qualifications:

- (A) The Candidate must be an Owner or an agent of the Declarant as long as Declarant owns any property within the Community. If title to a separate interest is held by a legal entity, such entity may appoint a natural person to serve or vote on such entity's behalf by delivering evidence of an appropriate written appointment to the Association;
- (B) The Candidate must be current in the payment of all regular and special assessments. For the purposes of these election rules, "current" means no regular or special assessment is past due by more than thirty (30) days, or such period of time as is specifically defined in the Association's collection policy;
- (C) The Candidate may not hold a joint ownership interest in the same separate interest as any other candidate or incumbent director; and
- (D) The Candidate is not eligible to run if the Association is aware or becomes aware of a past criminal conviction that would, if the Candidate were elected, either prevent the Association from purchasing the fidelity bond coverage required by Civil Code §5806 or terminate the Association's existing fidelity bond coverage.

16.4.2 **Director Requirements:** Except for Directors appointed by the Declarant, the Board, by a majority vote of the Directors who meet all of the required qualifications to be Directors, may declare vacant the office of any Director who fits into any of the following categories:

- a. The Director does any of the following:
  - i. Fails to attend three (3) consecutive regularly scheduled meetings of the Board or fails to attend more than six (6) meetings of the Board, regular or special, within any twelve (12) month period;
  - ii. Fails to comply with a duly approved action of the Board;
  - iii. Fails to comply with the Association's governing documents, having been provided proper notice and received a due process hearing at which the Board determines that a violation exists; or
  - iv. Fails to be current in the payment of all regular and special assessments.
- b. The Director engages in any of the following types of behavior:
  - i. Receives any type of monetary gain, or other gain such as services, products, gifts

or gratuities of a significant value, which have been provided in relation to a Director's service on the Board, and which is not disclosed. Disclosure must take place at an open meeting of the Board and be recorded in the minutes. Compensation for services duly approved by the Board and unrelated to duties as a Director or officer of the Association, or reimbursement of expenses associated with service to the Community do not constitute unethical or detrimental behavior and are permissible;

- ii. Takes any action considered to be grossly detrimental to the general safety, health and welfare of the Community and its Members; or
- iii. Addresses fellow Directors with abusive language in such a manner that causes distress and emotional harm. Abusive language is any language which causes humiliation or intimidation, or inflicts ridicule, coercion, threats or mental abuse, or other language of a punitive nature, or language which is prejudicial or grossly profane.

16.5 **Nominations:** Nomination for election to the Board may be made from any qualified Member. Any Member may nominate themselves as a candidate. Every qualified Member returning a candidacy form by the deadline established in any candidate solicitation shall be included on the ballot and in any associated ballot materials. No write in candidates are permitted on the ballot.

16.6 **Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website during a campaign, if any such access is provided, for the publication of viewpoints reasonably related to any issue presented for membership vote.

16.6.1 **Content:** The Association does not edit or redact any content provided by a Candidate or Member. The Candidate or Member creating such content, and not the Association, is responsible for any published statement.

16.6.2 **Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of any other limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 200 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

16.7 **Availability of Meeting Space:** Access to common area meeting space shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a "Meet the Candidates Night", or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.

16.8 **Ballot Distribution:** A ballot shall be distributed to every Member reflected in the Association membership list on the date that ballots are distributed. Replacement ballots will be provided upon request to anyone who was a Member as of the date when ballots were distributed. The

Association shall not deny a ballot to a person with general power of attorney for a Member. A ballot submitted by a person with general power of attorney for a Member, if valid and returned by the applicable deadline, shall be counted by the Association. At least thirty (30) days prior to any election, the Inspector(s) of Election shall deliver or cause to be delivered: (1) a ballot to each Member reflected on the voting list; and (2) a copy of these election rules. Delivery of these election rules may be accomplished by posting them on an internet website and including on the ballot the corresponding internet website address together with, in at least 12 point font, the phrase: "The rules governing this election may be found here:".

**16.9 Proxies:** At all meetings of Members each Member may be present in person or by a representative, known as a proxy, duly authorized by an instrument in writing, executed by such Member and filed with the Secretary of the Association prior to the meeting to which it is applicable. Proxies shall specify the person or persons authorized to exercise the proxy and the length of time the proxy will be valid. Any proxy distributed by any person to the membership shall afford the opportunity to specify a choice between approval or disapproval between each matter or group of matters to be acted upon, and where the Member specifies a choice, the vote shall be cast in accordance with that choice. All proxies shall be revocable at any time by written notice to the Secretary of the Association or by attendance in person by such Member at the meeting for which such proxy was given and all proxies shall automatically cease when the ownership interest or interests of the Member entitling such Member to membership in the Association ceases. In any event, no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution.

**16.10 Inspector(s) of Election:** Prior to the presentation of any issue to the Members for a membership vote, the Board may appoint one (1) or three (3) Inspector(s) of Election. In the absence of a specific appointment by the Board, or in the event that an appointed Inspector is unable or unwilling to serve, then the Members in attendance at any duly held meeting of the Members at which a quorum is present may elect an Inspector or Inspectors to serve.

Any Inspector(s) of Election must be an independent third party. An independent third party may not be a person, business entity, or subdivision of a business entity who is currently employed or under contract to the Association for any compensable services other than serving as an Inspector(s) of Election. An Inspector may not be: (1) a Director; (2) a Candidate; (3) a Director's relations; or (4) a Candidate's relations.

The Inspector(s) of Election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the Inspector(s) of Election deem appropriate, provided that the additional persons satisfy the eligibility requirements for service as an Inspector of Election. In the absence of a more specific determination by the Inspector(s) of Election, the Association's management company shall prepare and retain the association election materials (i.e., the candidate registration list, voter list, ballots, signed voter envelopes, and any proxies) for a period of three (3) years following any election.

Inspector(s) of Election shall perform all duties impartially, in good faith, to the best of their ability, as expeditiously as practical, and in a manner that protects the interest of all Members of the Association.

16.11 **Meeting Conduct:** Any counting of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count, but shall stand at least five feet away from the Inspector(s) of Election. No person may harass, cajole or otherwise interfere with the Inspector(s) of Election while the count is taking place. Persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this section may be asked by the Inspector(s) of Election or the meeting chair to leave the meeting to prevent further disruption.

**DEL SOL COMMUNITY ASSOCIATION  
SECTION 17  
PRIVACY POLICY**

- 17.1 California statute currently allows a member of an Association to request and obtain a membership list, including members' names and addresses. **Unless you "opt out", then the Association may be required to release your personal contact information in response to such a request.**
- 17.2 **California Code of Civil Procedure Section 5220 allows a member to request to be removed from the membership list to prevent release of their private contact information to a member requesting the membership list.** In order to opt-out of the membership list, you must notify the Association **in writing**. By opting-out, you are notifying the Association that you prefer to be contacted via the alternative process described in Corporations Code Section 8330(c), which requires the association to mail information directly to a member, rather than releasing that member's private contact information.
- 17.3 If you chose to opt-out of sharing your name, property address, and mailing address under the membership list, pursuant to Civil Code Section 5220, the opt-out designation shall remain in effect until changed by you, by written notification to the Association's Managing Agent.

**DEL SOL COMMUNITY ASSOCIATION**  
**SECTION 18**  
**ASSESSMENT COLLECTION POLICY**

Prompt payment of assessments by all owners is critical to the financial health of the Association. Accordingly, the Board of Directors takes its obligations under the Declaration of Covenants, Conditions and Restrictions (“CC&R’s”) and the California Civil Code to enforce the members’ obligation to pay assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&R’s and applicable sections of the California Civil Code, the following is the Association’s Assessment Collection Policy:

- 18.1 Regular monthly assessments are due and payable on the **first (1<sup>st</sup>)** day of each month. It is the responsibility of the owner of record to pay each assessment in full each month regardless of receipt of a statement. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment. Each resident will be assessed for their potable water usage in at least 30-days in arrears. The water system for Primero Residences run through a sub-meter program, which means the Association is responsible for the Master Potable Water Meter, and each Unit is individually sub-metered. The Association’s 3<sup>rd</sup> party sub-meter reading vendor will read the actual water usage and provide a water bill. It is each resident’s responsibility to ensure they are properly set up with the sub-meter reading vendor and pay their water usage bill within the time frame specified on the water usage bill. Resident’s who fail to pay their water sub-meter usage bill will be subject to penalty assessment fines and any other costs of compliance, in accordance with the enforcement policy.
- 18.2 Assessments, water sub-meter usage bill, late charges, interest and reasonable fees and collection costs, including attorney’s fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
- 18.3 Payments are posted as of the date received at the Association’s business office. Assessments and water sub-meter bills are delinquent **fifteen (15) days** after they become due. Delinquent assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid assessment or ten dollars (\$10.00), whichever is greater. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, reasonable fees and costs of collection and reasonable attorney’s fees shall be at a rate of 12% per year, commencing **thirty (30) days** after the assessment becomes due.
- 18.4 Any payments made shall be first applied to the assessments owed, and only after the assessments owed are paid in full, shall the payments be applied to late charges, interest, or collection expenses.
- 18.5 If the assessment is not paid within **sixty (60) days** of the due date, the Association will send a certified letter (“Notice of Intent to Lien”) to the delinquent homeowner’s addresses of record, including primary and secondary addresses provided to Association by Owner, informing the owner of the following:
  - (a) a general description of the Association’s lien enforcement procedures and the method of calculation of the amount;

- (b) a statement that the homeowner has the right to inspect Association records pursuant to California Corporations Code Section 8333;
- (c) The following statement in 14-point boldface type: **“IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.”**
- (d) an itemized statement of the charges owed by the homeowner, including items on the statement indicating the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys’ fees, any late charges, and interest, if any;
- (e) a statement that the homeowner will not be liable to pay charges, interest, and collection costs, if it is determined the assessment was paid on time to the Association;
- (f) the homeowner’s right to request a meeting with the board of directors to discuss a payment plan pursuant to Civil Code Section 5665;
- (g) the homeowner’s right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association’s “meet and confer” program required pursuant to Civil Code Sections 5900 and 5915; and
- (h) The homeowner’s right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 through 5965 before the Association may initiate foreclosure against the homeowner’s separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

The letter described in this Paragraph 5 will be sent to the delinquent homeowner at least **thirty (30)** days prior to recording a lien against the delinquent homeowner’s separate interest. The cost of the letter will be billed to the delinquent homeowner’s account. All further costs, including reasonable attorneys’ fees, are also the delinquent homeowner’s responsibility.

- 18.6 Within **fifteen (15) days** from the date of the postmark of the Notice of Intent to Lien, a delinquent homeowner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Notice of Intent to Lien. The Board shall meet with the delinquent homeowner in executive session within **forty-five (45) days** of the date of the postmark of the request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members to meet with the owner.
- 18.7 If the delinquent homeowner fails to pay the amount set forth in the Notice of Intent to Lien (a) within **thirty (30) days** of the date of the postmark of the Notice of Intent to Lien, or (b) in the event the delinquent homeowner submits a request to meet, as set forth in No. 6 above, within **sixty (60) days** of the date of the postmark of the Notice of Intent to Lien, then the Board may decide that a lien will be recorded against the homeowner’s separate interest. Such decision must be made by the Board and may not be delegated to an agent of the Association. The Board’s decision to record a lien must be by a majority vote of the Board members in an open meeting, and the Board’s vote shall be recorded in the minutes of that meeting. The delinquent homeowner will be charged for the lien costs associated with preparation and recordation of the lien. An itemized statement of the charges owed by the Owner must be recorded together with the lien.

- 18.8 A copy of the recorded lien shall be sent via certified mail to every person who is shown as an owner of the separate interest in the Association's records no later than **ten (10) calendar days** after recordation. Notices shall also be sent to any secondary address provided by Owner.
- 18.9 After recordation of the lien, payment must be made in cash, money order or cashier's check.
- 18.10 No assessment lien may be foreclosed until (a) the amount of the delinquent assessments secured by the lien (exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees or interest) equals or exceeds \$1,800.00, or (b) the assessments are more than twelve (12) months delinquent. If the Association chooses to record a lien under these circumstances, it shall, prior to recording the lien, offer the homeowner an opportunity to "meet and confer" regarding the delinquency, in accordance with Civil Code Section 5900 or participate in alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925. The decision to pursue dispute resolution, or a particular type of alternative dispute resolution is the Owner's choice; however, binding arbitration shall not be available if the Association intends to initial judicial foreclosure.
- 18.11 The decision to initiate foreclosure of a lien must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to foreclose a lien must be by a majority vote of the Board members in executive session, and the Board's vote shall be recorded in the minutes of the next meeting of the Board that is open to all members. The Board shall maintain the confidentiality of the homeowners by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the homeowners. A Board vote to approve foreclosure of a lien shall take place at least **thirty (30) days** prior to any public sale.
- 18.12 The Board shall provide notice of its decision to foreclose on an assessment lien by (a) personal service to the homeowner if the homeowner occupies the separate interest, or to the homeowner's legal representative, or (b) first class mail, postage prepaid, at the most current address for the homeowner shown on the books of the Association, including primary and any secondary address provided by owner, if the homeowner does not occupy the separate interest.
- 18.13 A nonjudicial foreclosure is subject to a **ninety (90) day** right of redemption.
- 18.14 Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association and the Association may turn the matter over to legal counsel at any time.
- 18.15 The mailing address for overnight payment of assessments is:  
Seabreeze Management, Inc.  
26840 Aliso Viejo Parkway, Suite 100  
Aliso Viejo, CA 92656
- 18.16 The Association may alternatively file a civil action in Small Claims Court.
- 18.17 A copy of Civil Code Section 5730, 4740(b) is included hereto.

**CIVIL CODE SECTION 5730, 4740(b)**

(a) The annual policy statement, prepared pursuant to Section 5310, shall include the following notice, in at least 12-point type:

**NOTICE ASSESSMENTS AND FORECLOSURE**

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

**ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive) In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code) At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code) If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code) The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## **PAYMENTS**

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

## **MEETINGS AND PAYMENT PLANS**

An owner of a separate interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code).




(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.**

**PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN THIS ASSOCIATION.**

# PARKING EXHIBIT



	Single Family Visitor	597 stalls
	Civic Building / Park	100 stalls
	Single Family Residential	652 stalls

————— DEL SOL —————

**ELECTRONIC ACCESS CONTROL FORM**

*NOTE: The following information is used for Association purposes only and is considered private and confidential, unless otherwise noted by Owner.*

*The Del Sol Community Association provides mobile access to the Association Recreational Facility. By completing this form you are providing the Association your name, address, phone number and preferred email address(es) in order set up your cell phone mobile access passes. Each household will be issued (2) mobile access passes, but may purchase (2) additional passes with a 1-time charge of \$25.00, each. The maximum number of mobile passes per household is (4).*

**PROPERTY ADDRESS:** \_\_\_\_\_

**Name: (1)** \_\_\_\_\_

**Email: (1)** \_\_\_\_\_

**Phone Number: (1)** \_\_\_\_\_

**Name: (2)** \_\_\_\_\_

**Email: (2)** \_\_\_\_\_

**Phone Number: (2)** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Please complete form, sign and return back to Seabreeze Management via email by either scanning or submitting a photo to

[CSTeam@Seabreezgmt.com](mailto:CSTeam@Seabreezgmt.com)