



**VARSITY PARK SOUTH
TOWNHOMES**

**RULES AND REGULATIONS
REVISED 1997**

VARSITY PARK SOUTH TOWNHOUSES HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

FORWARD

These rules have been approved by your Board of Directors as provided in the By-Laws or Covenants, Conditions and Restrictions (CC&R's) of the Association. These rules set forth certain rights and obligations that each resident has as a member of the homeowners association.

The rules do not in anyway supercede the CC&R's, the By-Laws or any other legal obligations of the members of the Varsity Park Homeowners Association. They do have the same status of law and enforceability.

These rules are not necessarily restrictive. In fact, they are no more so than legally required by public authority or than each homeowner may impose from another as good neighbors.

Each homeowner SHALL make these rules available to all members of his/her family and see that his/her guests and/or lessees are furnished with copies for their information.

In order to expedite rule enforcement, and as one of the few tools available for rule enforcement, your Association has established a fining system. Every attempt will be made to solve problems before fines are levied. If a fine is not paid, it becomes delinquent and could result in judicial proceedings.

All violations apply to owners, tenants and guests. After a homeowner has been warned, and before a fine is imposed, the homeowner has the right to appeal the impending fine to the Board of Directors at their next regularly scheduled meeting. This affords the homeowners due process.

OWNERS SHALL BE HELD RESPONSIBLE FOR THE ACTIONS OF THEIR CHILDREN AND/OR TENANTS AND THEIR CHILDREN AND GUESTS AT ALL TIMES.

A parking violation notice will be put on any vehicle violating the parking rules. The first violation will be a warning. The second violation will be a fine of \$25.00. The third violation will result in the vehicle being towed away pursuant to the vehicle code, at the expense of the vehicle owner.

Violation of any other Association rule will be handled as follows:

1. The first violation of a rule will be a written warning.
2. The second violation of the same rule will be a fine of \$25.00 or more.
3. The third violation of the same rule will be a fine of \$50.00 or more.
4. Each subsequent violation of the same rule will be a fine of \$50.00 or more.

All fines will be cumulative. Any violations of pool rules will be enforced the same as other rules; however, the Board has the option to impose a fine up to \$100.00 if they feel the situation warrants the stronger penalties.

All homeowners who rent their units must abide by the following rules:

1. Provide tenants with copies of the Rules and Regulations **PRIOR TO MOVE IN.**
2. Any lease or rental agreement shall include the following language:

“The terms of this agreement are subject in all aspects to the provisions of the Declaration of Covenants, Conditions and Restrictions (CC&R’s), By-Laws and Association rules. Any failure by lessee to comply with the terms of such documents may result in a default under the lease. THE UNDERSIGNED, AS LESSEE OR TENANT ACKNOWLEDGES THAT HE/SHE IS FAMILIAR WITH ALL SAID RESTRICTIONS AND RULES OF THE ASSOCIATION AND AGREES TO ABIDE BY THEM”
3. Forward a copy of the lease/rental agreement signed by both the homeowner and tenants to The Management Company, P.O. Box 392, Moorpark, CA 93020.

VARSIY PARK HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

GENERAL COMMUNITY

1. All the rules and regulations herein may be changed, deleted, or added to at any time by the Board of Directors with due notice. Any consents granted There under may be revoked for due reason.
2. Whenever the word homeowner is used in this document, the word tenant shall equally apply.
3. The City and County Ordinances pertaining to pets apply to this complex, which provide, in part, that **DOGS MUST BE KEPT ON A LEASH OR CONFINED WITHIN THE HOMEOWNER'S UNITS**. The homeowner is responsible for clean up of animal waste **IMMEDIATELY**. Damage to shrubbery, etc. by animals will be repaired or replaced at the homeowner's expense. Dogs must be kept quiet.
4. Signs of any type are prohibited in the common area. The only signs allowed will be **FOR SALE** or **FOR RENT** signs and these signs must be placed in the window of the unit (one sign per unit). Maximum size – 18 inches by 24 inches.
5. Garbage cans must be stored out of sight. Cans should be placed out the night before collection and stored promptly within 24 hours after collection. Trash collection takes place on Thursdays.
6. Exterior alterations or additions of any type are not permitted without the written consent of the Board of Directors. Written request to the Board of Directors for their review and approval is required and approval is required prior to the beginning of work. Architectural Request forms are available from the management company.
7. Homeowners who are improving their back yards will be responsible for any debris left in the common areas and driveway areas. Particular attention should be given to concrete waste, droppings and stains. The homeowner must clean up this type of debris.

8. Water softeners are allowed only in the area provided next to the water heater. They are not allowed in any other location.
9. Any damage to buildings, recreational facilities, equipment or any other common area property caused by a homeowner, his/her family, guests or employee/contractors, etc. will be repaired at the expense of the applicable homeowner(s).
10. Exterior painting of the units, fences or parking area(s) by individual homeowners is not permitted, without Board approval.
11. No article shall be hung, shaken or thrown from the doors, balcony or windows. Exterior bamboo blinds are not permitted. No articles shall be stored outside in the common area, i.e.: bicycles, toys, mops, broom, etc.
12. No homeowner or guest is permitted upon any roof, wall or fence.
13. Nothing shall be attached to the exterior of the buildings or roofs, i.e.: antennas, signs, etc.
14. State and local ordinances must be observed. Explosives or highly flammable fluids shall not be stored on the premises or in the common areas.
15. Any plantings visible from above the fence line must be kept in good condition by the homeowner.
16. Homeowner installed items which are visible above the fence line will not be allowed without prior permission from the Board.
17. Homeowners or tenants are not permitted to borrow or remove equipment or property from the common area.
18. No vehicle belonging to a homeowner or guest shall be parked in such a manner as to impede or prevent ready access to another homeowner's garage or parking area. Parking signs, when posted, must be obeyed. Homeowners and tenants are prohibited from parking in the guest spaces at the end of Penn and Marquette streets and/or any guest parking spaces.
19. Vehicles may not be parked in the same location for more than 72 hours. MOVING THE VEHICLE TO ANOTHER LOCATION IN THE COMPLEX DOES NOT CONSTITUTE ANOTHER 72 HOURS.
20. Parallel parking in the alleyways red zones behind the units is strictly prohibited. **THESE ALLEYWAYS MUST BE KEPT CLEAR FOR EMERGENCY VEHICLES. NO EXCEPTIONS. VEHICLES WILL BE TOWED PER CITY CODE.**

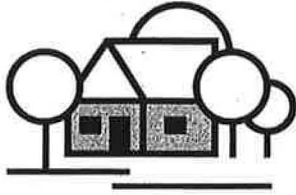
21. **NO** house trailers, boats, boat trailers, trailers, trucks, commercial vehicles or recreational vehicles shall be parked within the complex. No campers or commercial vehicles are allowed unless they are of standard pickup truck dimensions and will fit inside your garage. No camper bodies will be allowed unless they are mounted on a motor vehicle approved for camper installation.
22. No parking will be allowed, either parallel or perpendicular, adjacent to the detached garages.
23. Work done on cars, motorcycles, etc. **MUST** be done in such a manner as not to restrict or bother nearby areas. No mess is allowed. All work **MUST** be cleaned up immediately upon completion. No noise is permitted which would unreasonably bother others. No vehicle under repair will be allowed out overnight. Homeowners are responsible for any damage caused to their driveways or private streets. **No repairs may be done in the common areas.**
24. No fireworks or firearms shall be discharged in the complex.
25. No projectiles (i.e. – ball, dirt clods, Frisbees, etc.) shall be thrown against buildings or around shrubs.
26. Parents shall be responsible for the actions of their children at all times. Children may play in the **TOT LOT** areas only. Bicycle riding, and/or skateboarding or wheeled toys are not allowed on the grass, planted areas, walkways or alleyways. Basketball hoops are not allowed. Playing of sports is prohibited on the grass.
27. Noise from the unit (loud TV, radio, stereo, parties, dogs, etc.) should be kept to or at a reasonable level at all times, especially at night.
28. Because of the lack of proper support in the construction of the units, waterbeds are **NOT RECOMMENDED** in the units. Any resident with a waterbed will be held personally and solely responsible for any damage.
29. No garage sales or yard sales are allowed within the complex.

30. Window coverings are to be kept in good condition. Window coverings, which are visible from the exterior of the unit, must be either lined with a neutral color, which would be aesthetically pleasing with the stucco of the exterior. New owners have 45 days from move in to install window coverings. Upon replacing existing window coverings, owners have 45 days from the time of removal to replace them.
31. Garage doors may not be left open and unattended. Garage doors are to be kept closed except for entering and exiting. The second warning within one month will result in a \$25 fine.
32. Detached garages cannot be rented out. Detached garages are Association owned.
33. Due to the fact that renters move more frequently than homeowners, damage to fences, structures and vegetation are more commonly caused by renters. Effective September 1993, off-site homeowners are to pay \$25 to the Association, each time there is a change in tenants, to defray the cost of damage to the common areas.
34. Off site homeowners are subject to \$25 fine if the Association is not advised within 30 days of new tenants via the Resident Information form, acknowledging that tenants have received a copy of the Rules and Regulations.
35. No pigs, hogs, goats, rabbits or exotic pets such as snakes or reptiles may be kept on the premises of this Association.
36. No aviary shall be kept upon any portion of the property of this Association. Birds shall be contained within the unit.
37. Holiday decorations may be displayed 30 days prior to the holiday, and must be removed within 30 days following the holiday.



SWIMMING POOL RULES

1. Swimming pool hours are from 10:00 AM to 10:00 PM, Monday through Sunday. However, due to unforeseen circumstances, the Board may from time to time change the hours.
2. The swimming pool and surrounding areas are for the use of residents and their invited guests. Each person is responsible for closing and locking the pool gate upon entering and exiting.
3. Homeowners are reminded that they are responsible for the conduct of their tenants and/or guests. A resident adult must accompany all guests at all times.
4. The number of guests in any one group in the pool at any one time shall not exceed four (4) for any one family.
5. No boisterous or rough play is permitted in the pool or pool area.
6. Intoxication in the pool area is prohibited.
7. All trash must be put into trash receptacles. Don't be a litterbug.
8. The use of **GLASSWARE** or any breakable product in the pool area is strictly prohibited.
9. Swim trunks or swimming suits must be worn for swimming. No cutoff Levi's or trousers. Children wearing diapers will not be allowed in the pool.
10. Pets are not allowed in the swimming pool or the pool area. Bicycles and skateboards are not allowed in the pool area.
11. The furniture in the pool area must not be abused. Please use it only for the purpose for which it was intended. Any damage caused will be at the expense of the applicable homeowner.
12. All children 14 years of age or younger **MUST** be supervised by a **RESIDENT ADULT** in the pool area.
13. Throwing of any metal objects in the water is strictly prohibited.



CLUBHOUSE INFORMATION

1. The Association is not responsible for loss or damage to personal property of members or guests.
2. No furnishings, glasses or Association equipment or belongings shall be removed from the Clubhouse or premises for any reason.
3. All notices or announcements shall be placed on the bulletin board only. This duty is the responsibility of the Association Secretary.
4. No gambling for money is allowed on Clubhouse premises.
5. No one unchaperoned under the State of California legal age shall loiter in the immediate vicinity of the Clubhouse bar if alcoholic beverages are being served, nor shall they be allowed to consume alcoholic beverages on the Clubhouse premises. It shall be the guest host's responsibility for any act of an intoxicated person.
6. No liquor will be served to an intoxicated person. The guest host will politely ask an intoxicated person to leave the premises. The Association is not responsible for any act of an intoxicated person.
7. Use of the Clubhouse kitchen is for the benefit of members. Members or guests shall not leave food supplies, waste, and trash unattended.
8. The guest host shall oversee the use of Clubhouse kitchen to insure that fire safety procedures are maintained. The last person to use the Clubhouse kitchen shall be responsible that units are fire safe.

9. Clean up shall be done immediately after use. In no event shall food be left in the Clubhouse. Building security, cleanliness and safety are the responsibility of the host.
10. The payment of the deposit on the use of the Clubhouse shall not relieve the host member of responsibility of clean up, repairs, replacements, damage or liabilities. If clean up is made satisfactorily, and no expenses were charged, the full deposit will be refunded. If clean up, repair or costs exceed the deposit, the host member shall be billed for the total balance.
11. If a caterer or any other outside help is employed for food or beverages, they shall be employed as an independent contractor and **SHALL SIGN A WAIVER OF LIABILITY** to the Association.
12. The use of Varsity Park recreation rooms are exclusively for Varsity Park residents and community oriented organizations approved by the Board of Directors. The use of social affairs is on a first come, first serve basis by reservation only. Residents wishing to hold gatherings where there is an exchange of money and of a type normally conducted in a residence must first secure approval of the Board of Directors. Such gatherings will be limited to two (2) per calendar year per household. The reservation to be made two weeks in advance and the keys and deposit are to be received within 72 hours before and after the event.



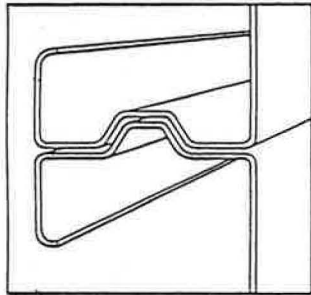
GARAGE DOOR POLICY

This door provides a larger choice of enhancement options (insulation, roll-up or swing up) and is available at most garage door companies.

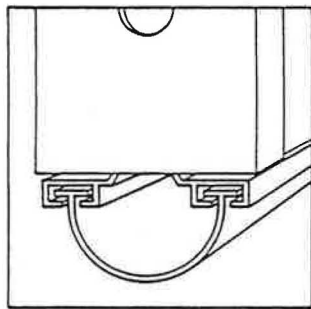
Any owner who desires to replace the attached garage door must submit an architectural request form. The architectural form must be approved prior to any work performed. All completed requests will be processed as soon as possible and no longer than thirty days. Incomplete forms will be returned to the homeowner requesting additional information. Time for incomplete forms, and/or additional information requested will add time and not be considered part of the thirty-day time frame.

The garage door shall meet the following guidelines:

1. Only Pinnacle Series Model R.P. 250, 4 section steel doors will be allowed.
2. Windows are not allowed.
3. Replacement doors shall have a "wood grain" finish and be white in color.
4. Per city code, doors must have vents as per existing garage doors (same number of vents and same locations as existing vents).



Roll Formed Steel Tongue & Groove Section Joints Seal Out Wind, Rain, & Snow



U Shaped Bottom Vinyl Weatherstripping

Sizes Available:

Widths		Heights
8' & 9'	4 Panel	6'6"
10'	5 Panel	6'9"
12'	6 Panel	7'0"
14' & 15'	7 Panel	7'6"
16' & 17'	8 Panel	7'9"
18'	9 Panel	8'0"

Premium Features:

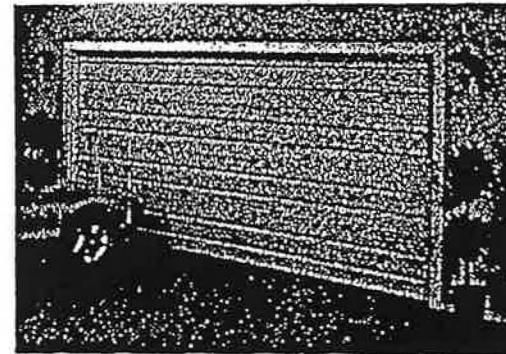
- Sections formed of hot dipped galvanized corrosion resistant 25 gauge steel.
- Section painted with baked on polyester primer and finish coat.
- Tongue and groove meeting rails to seal out wind, rain and snow.
- Wide 2 3/4" end stiles and 2 1/2" center stiles formed from heavy duty 19 gauge galvanized steel provide strong mounting surface for door hardware.
- Stiles are attached to panels with hardened steel rivets and offer superior strength when compared to common sheet metal joining methods.
- Rigid retainer secures U-shaped bottom weatherstrip for added strength and to seal bottom of door to floor.
- Attractive window lites available to further enhance the beauty of your home.

Premium Features:

- Available: White, Almond, Brown, Sandstone.

DISTRIBUTED BY

ANKMARR
DOOR MANUFACTURING, INC.



MODEL 265
Ribbed Steel Door.

Model 265 for contemporary styling. Our ribbed steel door is available in all residential sizes.



GLAZING AVAILABLE
Not All Glazing Options Available from all Distributors

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& Sales Office
4005 Grape Street, Denver, CO 80216
PHONE (303) 321-6051 / FAX (303) 399-6209

Manufacturing
Plant
4600 Kansas Ave., Kansas City, Kansas 66106
PHONE (913) 621-7000 / FAX (913) 621-7171

ADVANCE OVERHEAD DOOR, INC.
15829 STAGG STREET
VAN NUYS, CALIFORNIA 91406
(818) 781-5590
(213) 873-5590



SCREEN DOOR POLICY

(Reconfirmed by Board of Directors on April 14, 1992)

The Board of Directors of the Varsity Park Homeowners Association adopted the following specifications for the use of homeowners who wish to install screen doors on their units.

1. Screen doors may only be anodized gold or anodized bronze in color.
2. The screen door must be uniform in color: for example, the top may not be one color and the bottom another color. Decorative metal over the screening must be the same color as the rest of the door.
3. The screen door must be self-closing.
4. The screen door must be of sturdy construction.
5. The screening must be either fiberglass or aluminum.
6. It is the responsibility of the unit homeowner to insure the screen door is always in good repair.

Homeowners must complete an architectural request form and submit it to the Board of Directors for approval prior to purchasing and installing a screen door. This form is available from any member of the Board or by calling the management company.

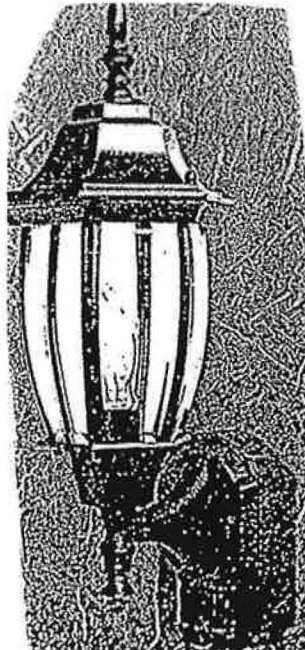


FRONT DOOR LIGHT FIXTURE POLICY

The Board of Directors of the Varsity Park Homeowners Association adopted the following specifications for use by homeowners who wish to replace the original front door light fixture on their units.

1. Homeowners can elect to keep the original front door light fixture or replace it with the Board approved front door light fixture described below in number three.
2. It is the responsibility of the unit homeowner to insure the front door light fixture is always kept in good repair.
3. Homeowners who choose to change the original front door light fixture must meet the following guidelines:

Manufacturer – Heath Zenith Model SL-4192 BK
Black Aluminum Lantern with motion sensor
Available at the “Do It Center”





SATELLITE POLICY

(Reaffirmed November 2, 2000)

1. Direct Broadcast satellite or Multipoint Distribution Service one meter or less in diameter may be installed.
2. MDS or DBS larger than one meter prohibited.
3. Installation of Satellite Dishes (antennas) are prohibited unless approved by the Board of Directors.
4. Satellite Dishes (antennas) shall not encroach upon the common area or any other homeowner's property.
5. Satellite Dishes (antennas) shall be located in a place shielded from view from the common area and shielded from other lots to maximum extent possible.
6. Installations of Satellite Dishes (antennas) shall be completed so that they do not damage the common areas of the Association or the lot of any other resident or in any way impair the integrity of buildings on common area or lots.
7. Homeowners are responsible for all costs associated with placement (or replacement), repair, maintain, and moving or removing of Satellite Dishes (antennas).
8. Homeowners shall not permit their Satellite Dishes (antennas) to fall into disrepair or to become safety hazards.
9. Satellite Dishes (antennas) shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Homeowners shall provide the Association with a copy of any applicable government permit.
10. Satellite Dishes (antennas) shall not be placed within 12 feet of power lines and are required to withstand wind of 50 miles per hour. Homeowners must consult the electric utility to determine the proper distance required.



FENCE POLICY

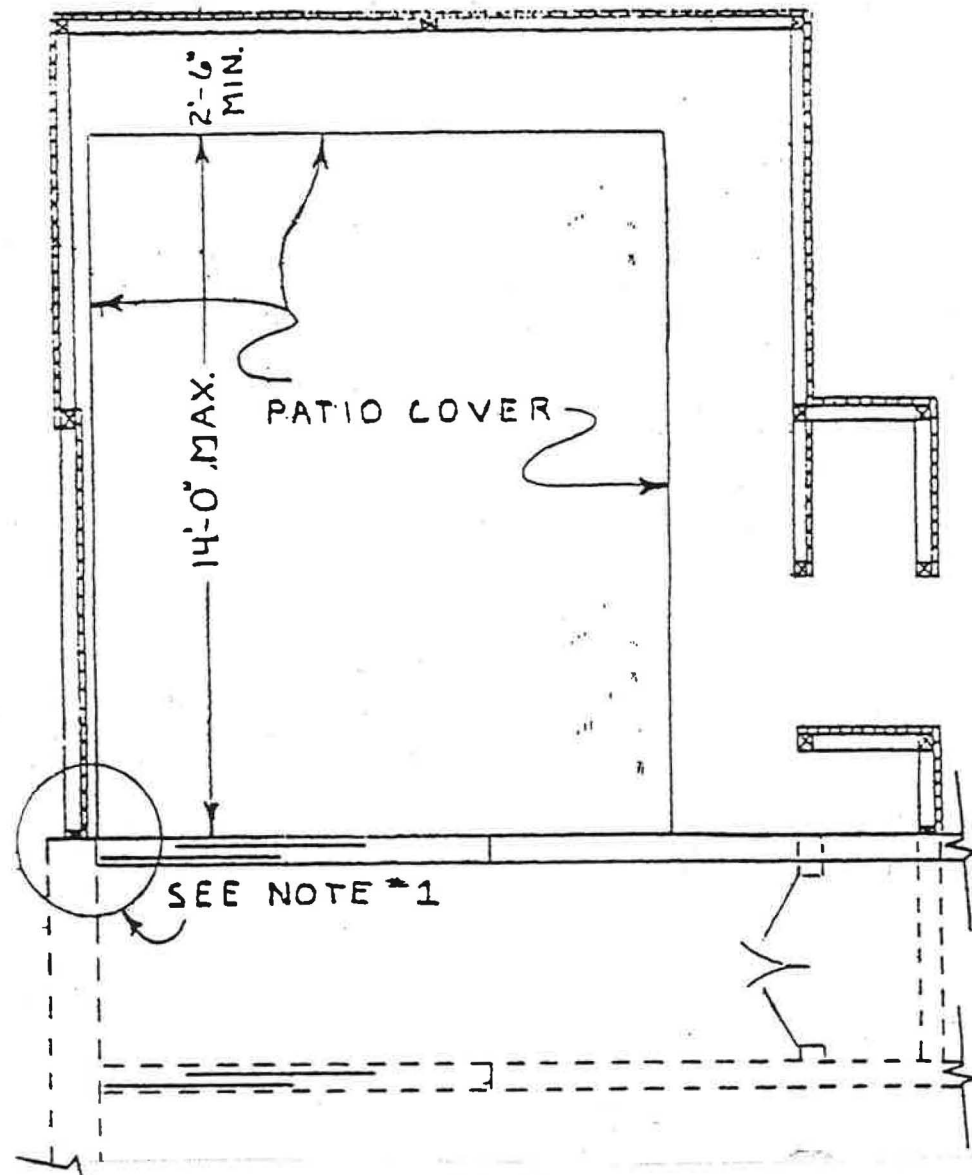
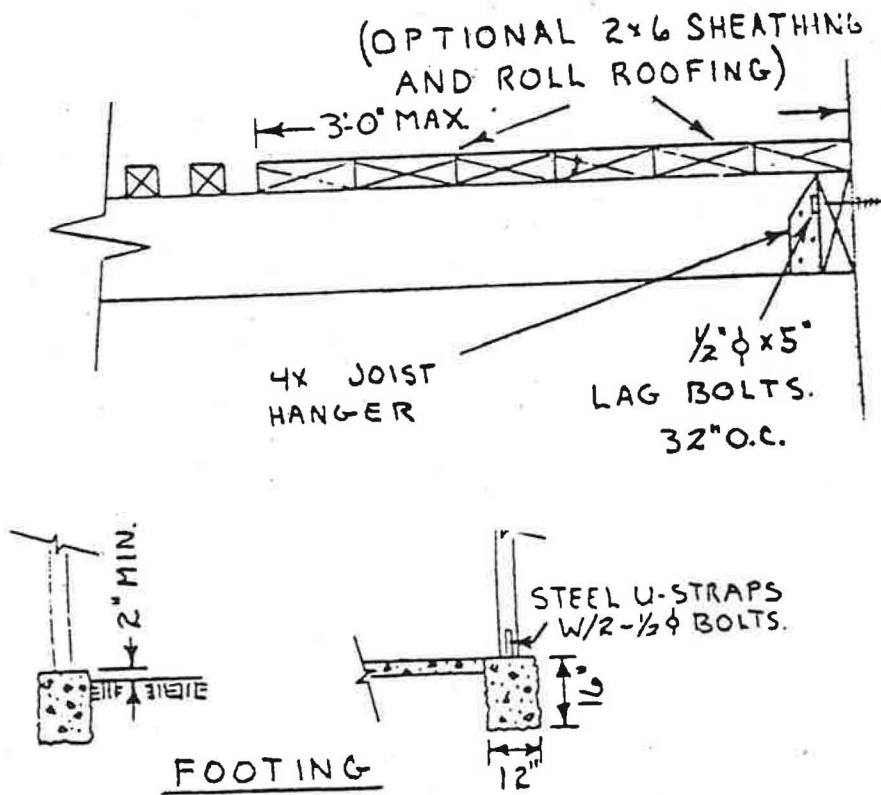
(Reaffirmed January 1992)

1. All fences will be constructed of dog-eared cedar or redwood.
2. Height of the fences must be six feet.
3. Width of the fence boards must be six inches.
4. Fences must be either painted or sealed with water sealer. The Board approved sealer is Thompson's Clear water sealer. The Board approved paint is Fuller O'Brien Warm Glow.
5. All three sides of the fence that enclose the individual unit's yard must be the same height and the same width.

PLEASE NOTE:

This policy is for new fences and/or replacement of entire fences only. If the fence requires replacement of only a few boards or only a few posts, replace with the same size of the existing structure.

The intent of this policy is to create a more desirable and pleasing curb appeal. Eventually old fences are replaced, and the fence line will become more uniform. Giving pleasing visual flow and height, instead of the chopped up version we currently have. The lumberyards have informed the Board that the smaller boards are becoming more difficult to find and cost is approximately the same.



Varsity Park Patio Cover Standards

This information is intended to provide a comfortable standard in the construction of patio covers and yet allow some individuality in design. All patio cover requests must be accompanied by a detailed drawing showing exact location of cover in relation to townhouse and fence lines. This drawing must be dimensioned and include the size and spacing members, and the height of the cover from the inside floor level. These standards must be incorporated in our design in order for your request to be approved.

After your request is approved, you must obtain a Building Permit from the Moorpark Building and Safety Department. Upon completion of construction, notify the Architectural Committee for approval prior to payment of contractor. Thank you for your cooperation

NOTES

1. Patio cover shall not extend past the inside face of wall (townhouse plan #1 & #4) or fence (townhouse plan #2). Townhouse plan #3 is exempt.
2. Optional solid sheathing shall extend a maximum of three feet.
3. 2x2 and optional 2x6 sheathing shall be S4S. All lumber to be rough-sawn.
4. Colors for patio cover, roll roofing and flashing will be determined by the architectural committee.

**ARCHITECTURAL REQUEST FORM
FOR ADDITION OR MODIFICATIONS TO BUILDING EXTERIOR**

NAME _____ TELEPHONE NUMBER _____
UNIT ADDRESS _____
MAILING ADDRESS (if different) _____
DESCRIPTION OF ADDITION OR MODIFICATION: _____

POSSIBLE EFFECTS ON NEIGHBOR'S PROPERTY (shade, noise, etc.)

DO YOU PLAN TO DO THIS WORK YOURSELF OR HIRE A CONTRACTOR?

Please attach a detailed drawing of the proposed project. This drawing should include measurements, materials to be used, including wood and final colors. The Association's standards for patio covers, screen doors, and gutters must be complied with; a copy of the regulations can be obtained from the management company. Please have the homeowners of the adjoining units sign to show that they have no objections to this project.

_____ SIGNATURE	_____ SIGNATURE
_____ UNIT ADDRESS	_____ UNIT ADDRESS

DISCLAIMER:
Varsity Park South Homeowners Association takes no responsibility for the maintenance of this improvement, or for any damages to the structure and /or adjoining buildings. Including but not limited to plantings, exteriors, interior walls and surrounding areas. Installation of said improvement is the sole responsibility of this unit's owner. Completion date of said improvement. Date: _____

I acknowledge that if this request is approved, the work will be done expeditiously and in a good and workmanlike manner. I acknowledge that any work governed by local building ordinances will be done under permit and by a licensed contractor. I am aware the common areas must be cleaned daily. Materials must be stored in the unit's backyard area during construction. Moorpark Building and Safety Department telephone number is (805) 529-3940.

SUBMITTED BY: _____ DATE _____
SIGNATURE

THIS REQUEST HAS BEEN APPROVED _____ DENIED _____ BY THE BOARD OF DIRECTORS AT THEIR MEETING ON _____
COMMENTS: _____

SIGNED: _____ TITLE: _____
DATE: _____

SHOULD YOUR REQUEST BE DENIED, YOU HAVE THE RIGHT TO APPEAL THE DECISION TO THE BOARD OF DIRECTORS.