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Memorandum

To: All Homeowners
From: Board of Directors
Date: June 29, 2023
Subject: **Wickford HOA
New Parking Rules & Plumbing and Water Intrusion Rules**

Dear Homeowner,

We are writing to inform you about an important update regarding the updated Parking Rules within our community. During the meeting on June 29, 2023, the Board approved the New Parking Rules. Effective will be announced on a later date once we are ready to implement the new parking rules to improve the efficiency and fairness of parking allocation for all residents.

Enclosed please find the proposed Plumbing and Water Intrusion Rules approved by the Board of Directors for distribution to all homeowners.

Before adopting or amending an Operating Rule, the board must provide notice of a proposed rule change at least 28 days before making the rule change (Civ. Code §4360(a)). As such all owners are welcome to comment on the enclosed Updated Plumbing and Water Intrusion Rules and the Board will be happy to consider all comments. The meeting to adopt these rules will take place July 26, 2023, at 6 pm in the clubhouse.

Thank you once again for your assistance and dedication in addressing these issues. We greatly appreciate your cooperation in ensuring the successful implementation of these new parking rules and Plumbing Water Intrusion Rules for the benefit of our community.

Wickford HOA Board of Directors

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Wickford Common Area Parking Regulations

1. Summary / Scope

Aside from the CC&Rs, Community Handbook (*except Parking and Vehicle Restrictions Provision 8, restated in Section 3.3), and Bylaws, this document upon adoption extinguishes all previous relevant Association Rules and Regulations and Texts, including newsletters and flyers. It restates certain texts and establishes modified and additional reasonable regulations, rules, and policies as authorized by the CC&Rs. The Board and its assigned agents are solely authorized and responsible for enforcing the regulations contained herein. Each remedy provided for in this document shall be cumulative and not exclusive or exhaustive.

2. Authority / Statutes

CC&Rs; Community Handbook; City Council Resolutions PC 2003-47 & 2004-81; Tract 5486 Specific Plan; CVC 22658 (a); CVC 22500.1; Davis-Stirling Act

3. General Regulations

1. All enforceable Association Covenants, Conditions and Restrictions apply.
2. Unauthorized parking and other vehicular violations may result in vehicle citations, tows, violation letters, and monetary fines.
3. The Community Handbook Section Parking and Vehicle Restrictions Line 8 is restated as follows: *"The Association shall regulate open space parking spaces within the Property so that a minimum of 28 spaces are available exclusively for authorized guests of Wickford residents."* (This minimum was established by the City of Camarillo during development and cannot be lowered.) The remaining spaces may be regulated entirely at the sole discretion of the Board of Directors.
4. Stalls posted "Guest-Only" are only for temporary, authorized, and proper parking of passenger vehicles belonging to guests while visiting a Wickford resident.
5. Any person that visits the property after 7 p.m. more than five times in a calendar year or stays longer than 14 days in a single visit shall be considered a resident and not a guest and must park in a garage or offsite.
6. All authorized parking is on a first-come, first-served basis. The Association does not guarantee a space will be available under any circumstances. Payment of a fee shall not secure a parking space, only the authorization to park.
7. No vehicle may stand, stop, or park adjacent to garage doors between 12:01 a.m. and 3 a.m. for longer than necessary to ingress or egress. Illegal unattended parking is not permitted for any duration in fire lanes, including adjacent to garage doors.
8. Overnight parking is defined as parking for any duration of time between 10 p.m. and 5 a.m.
9. Each owner is responsible for advising the owner's family, tenants, and guests of the parking regulations.

4. Applying for Authorization to Park

1. Residents with guests that wish to use guest parking may read the QR code posted at a designated stall with a smartphone to apply for authorization to park. For any periods when QR codes are not available, authorization applications must be submitted to the management company.

2. Residents who need to park their own vehicles long-term may enter into a paid contract with the Association provided the Board has scheduled a lottery to allocate spaces. Terms and limitations apply.
3. Residents who need to park their own vehicles short-term may contact the management company to seek temporary authorization from the Board. Terms and limitations apply.
4. A reasonable parking fee schedule for short-term and/or long-term parking may be established by the Board.
5. Applications for resident vehicles that overflow into common area parking because garage does not maintain two full sized parking spaces shall be denied.

5. Vehicular Citations

1. Vehicles may be cited at any time if found in violation. The parking enforcement agent may, at his/her sole discretion, elect to not cite before 7 p.m. and instead return later to recheck the vehicle. (Notwithstanding enforcement practices and resident expectations in the past, residents may no longer keep their own vehicles in violation during daytime hours.)
2. Citations for violations between 10 p.m. and 5 a.m. shall be issued to all vehicles as available patrol time permits.
3. Citations may list violations and provide instructions to avoid further actions such as tows and fines.

6. Vehicles Prohibited from Parking and Subject to Tow and/or Citation

1. Any vehicle without a current pass and a citation tally over four (4) for the calendar year.
2. Any vehicle that has failed to heed a tow warning.
3. Vehicles with missing or expired tags (6 months and over) or without at least one legible license plate.
4. Recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, dune buggies, etc.) Commercial-type vehicles (e.g., stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, trucks with any exterior commercial advertisement, or other similar vehicles), buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, vehicles having a manufacturer's rating or payload capacity over one (1) ton, oversized vehicles (too high or long to enter or wholly fit within a typical Wickford enclosed garage or a single outdoor parking stall), trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles, or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited vehicles shall not be parked, stored, or kept in any parking areas in the Project.
5. Moving trucks (including temporary rentals) are not exempt and are prohibited without special advanced written permission from the Board. Residents in control of box trucks 15 feet and over must register with the management company before loading or unloading on the property. (This provision does not apply to third-party delivery or service trucks).

7. Tow Warning Policy

1. **Illegally parked in fire lanes (including adjacent to garage door, open or closed):** Immediate tow without warning.
2. **No Parking Zones:** Immediate tow without warning.
3. **Locations not designated or marked for parking:** Immediate tow without warning.

4. **Marked stalls:** For vehicles in which the only violation is failing to obtain authorization, a 24-hour warning citation may be issued. If the warning is unheeded, the vehicle may be towed from the property without further warning. For all other violations or improper parking, no warning citation is required, but may be issued at the sole discretion of the enforcement agent or Board.

8. General Notices

WICKFORD DISPLAYS THE PROPER SIGNAGE ON THE PROPERTY PERMITTING TOWS WITHOUT WARNING (CVC 22658 (A) CVC 22500.1)

POSTED - PRIVATE PROPERTY - PUBLIC PARKING PROHIBITED - AUTHORIZED PARKING ONLY

PARK IN MARKED STALLS ONLY. VEHICLES IN NO PARKING AREAS, PARKED OVER 96 HOURS, OR IN VIOLATION OF ANY OTHER RULE OR REGULATION WILL BE TOWED AND/OR CITED

ALL VEHICLE TOWS AT OWNER'S EXPENSE AND RISK

OWNER IS RESPONSIBLE FOR ALL IMPOUND AND STORAGE FEES

UNDER NO CIRCUMSTANCES WILL REIMBURSEMENTS BE PAID FOR DISPUTED TOWS, IMPOUNDS, STORAGE, OR DROP FEES

THE BOARD OR AN ASSIGNED AGENT MAY POST NO PARKING / TOW AWAY SIGNS FOR ANY PORTION OF PARKING LOT AND STREETS WITHOUT ADVANCED NOTICE TO FACILITATE MAINTENANCE WORK

TOWS MAY BE EXECUTED ANYTIME, DAY OR NIGHT



Wickford Homeowners Association

c/o Ross Morgan & Company, Inc.
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To All Wickford Owners

Re: Proposed New Rules Re: Plumbing & Water Intrusion & Reporting Rules

===== A

At the June Board of Directors meeting the Board approved the proposed rules for Plumbing and Water Intrusion & Reporting drafted by the Association's legal counsel. The proposed rules are enclosed for your review.

Pursuant to California Civil Code §4360 you have twenty-eight (28) days to review the proposed new rules and submit any comments. The Board will be reviewing homeowner comments or concerns at the July meeting. You are welcome to submit your comments at this meeting or you can submit your comments in writing for the Board to review. Written comments can be submitted to Ross Morgan & Company, Inc., 41 Hitchcock Way, Suite B Santa Barbara, CA 93105 or via email to chrisyee@rossmorganco.com

All Homeowners will be notified of the decision to approve or make additional changes to the Rules and Regulations within fifteen (15) days from the date of the meeting. The final approved copy will be mailed to all owners.

Sincerely,

On behalf of the Board of Directors of Wickford Homeowners Association

Chris Yee
Community Manager
Ross Morgan & Company Inc.

WICKFORD HOMEOWNERS ASSOCIATION Plumbing Rules

These Plumbing Rules (“Plumbing Rules”) are being adopted by the Board in accordance with *Civil Code* Section 4340 *et seq.* and are part of the Association’s Operating Rules. It is important you and your tenants carefully read and follow the Plumbing Rules. Violations of the Association’s Rules, including these Plumbing Rules, may be subject to enforcement actions as permitted by the Association’s governing documents.

1. Water Supply Lines (incoming pipes):

The Association is responsible for the incoming water lines (sinks, toilets, dishwasher and water heater) up to the point where the incoming line/pipe penetrates into the unit airspace and meets a shut off valve (angle stop) in the interior (airspace) of an individual condominium unit. The Association is responsible for the tub (or shower) pipes up to the point the line meets the tub (or shower) shut off valve or shower hookup. The Association is not responsible for the shut off valves or pipes/hoses connecting the shut off valves to the faucets, water spigots, shower hookup, etc.

The sinks, toilets, hot water heaters, and dishwashers should all have shut off valves accessible within the Unit airspace for the appliance or plumbing fixture. A shut off valve (angle stop) should be installed by the homeowner on any incoming line by a licensed and insured plumber. Braided steel lines should be used from angle stops to any fixture.

The individual homeowner is responsible for the incoming lines from and including the shut off valve from the point it penetrates into the unit airspace through the drywall or other wall material. This responsibility includes repair, replacement and maintenance of the valves, lines and all appliances, fixtures, washers, etc. inside the condominium unit. The homeowner is responsible for the pipes connecting the shut off valve to the plumbing fixtures or appliances within the Unit (faucets, water spigots, shower hookup, etc.”

2. Drain/Sewer Lines (outgoing lines):

2.1 Homeowner Lines (outgoing):

The homeowner is responsible for the maintenance, repair and replacement of the outgoing lines from the fixture to the point it meets the wall/floor/common area pipe. The homeowner is responsible for the actual connection to the common area pipe. The homeowner is responsible for the “P-trap” under the tub or shower, the tub overflow drain and the seals for these devices. Generally the material the homeowner is responsible for is made of

brass, copper, or PVC, while the piping Association is responsible for is of cast-iron or galvanized steel.

2.2 Main Sewer Lines:

The Association is responsible for the maintenance, repair and replacement of the main sewer lines (running from the point it meets the wall/floor/common area pipe to the city sewer line).

Homeowner may be responsible for the cost to repair backups/clogs in the main sewer lines if, after notice and hearing, the Board so determines based upon evidence that is available including contractor/plumbing reports, invoices, other documentary proof, witnesses, etc. that the stoppage was the result of improper use of the waste line system by the Homeowner.

The homeowner can notify the property manager for off hour emergencies.

The Association will then arrange for services and will bill back the homeowner should it be determined that the repair is the responsibility the homeowner as discussed above.

The homeowner can contact a licensed/insured plumber or roofer company and pay for service. The homeowner can then submit the bill to the Association for consideration. The homeowner will be reimbursed for the reasonable expense should it be determined that the Association is responsible for the repair.

The Association will rely on these Plumbing Rules, together with the written opinion of a licensed plumber regarding the nature and location of the backup. The written opinion must accompany any bills submitted to the Association.

3. Air Conditioning:

The homeowner is responsible for the air conditioning equipment and elements located within their unit or on the roof thereof and servicing only that unit. This includes regular inspection of condensate pans and drain lines from forced air units or air handlers to ensure that they are functioning as intended. Debris build-up in condensate pans can clog the drain lines and result in water damage to units and common area below.

4. Water damage:

The homeowner is responsible for any and all water damage, including damage to the common areas or another condominium, caused by any failure of plumbing lines or fixtures for which the homeowner has the responsibility to repair or maintain regardless of cause. This includes, but is not necessarily limited to, damage arising from leaking faucets, drains, dishwasher, hot water heaters, angle stops, air conditioning equipment (condensate lines and pans) and elements, etc.

The Homeowner Association is responsible for water damage caused by failure of plumbing supply or drain line for which the Association has a responsibility to maintain.

5. Unauthorized Modifications:

All plumbing systems within enclosed walls and floor ceiling areas are Common Area and such systems and components shall not be modified or altered in any way without the express approval of the Board and performed by licensed and insured contractors. The homeowner is responsible for the cost of any and all repairs for damage resulting from unauthorized modifications to the common area plumbing after notice and hearing. The homeowner may also be responsible for the cost to return any unauthorized plumbing to its original condition by the Association's plumber after notice and hearing.

6. Damage to Common Area Plumbing:

The homeowner is responsible for any damage caused to the common areas which that homeowner caused by a willful or negligent act. The homeowner is also responsible for the actions of his guests, tenants, vendors, family, contractors, hired workers, etc. Accidental damage is considered negligence. The homeowner will be held financially responsible for any damage to the Association plumbing caused by the homeowner, through action, neglect, or accident, after notice and hearing.

7. Recommended Maintenance for the Homeowner:

The following are suggested inspections, maintenance and repairs for the homeowner to undertake as part of routine Unit maintenance. It is neither an all-inclusive list nor the only inspections, maintenance and repairs necessary or required. To the extent applicable, braided steel lines shall be used to connect fixtures to angle stop shut off valves. Following these recommendations shall not necessarily relieve the homeowner of any responsibilities defined herein or those set forth in the Association's governing documents. Failure to perform such inspections and maintenance shall be considered a factor in determinations of negligence. **All such inspections, maintenance and replacement shall be performed by a licensed and insured plumber.**

7.1 Replace any rubber or plastic hose on any water line at least annually, including water supply lines to refrigerators.

7.2 Tighten all alligator clamps at least every six months. This will allow inspection of the lines.

7.3 Replace toilet flapper at least every six months.

7.4 Check gaskets and drain lines at least every six months. Look for pinholes in pipes.

7.5 Check gaskets and gate valves at least annually. Be sure you can open and close valves by hand.

7.6 Any time plumbing work is done in the bathroom, be sure to check the tub drain for tightness. Leaks will not be visible until the unit below shows water stains on the ceiling. Also tighten the bolts holding down the toilet to ensure the wax seal is tight.

7.7 Tubs and Showers: If you find the caulking in or around your bathtub or shower has cracked or pulled away from the seams, it must be resealed. Failure to keep your tub/shower properly sealed could result in water damage, which could lead to growth of mold in adjacent walls or under the floor. If this occurs, you would be responsible for any resultant damage and cost of cleanup.

7.8 Water heaters: Water heaters and units are the responsibility of the unit owner. Water heaters can leak and burst if pressure relief devices fail. Be sure that the drain pan is installed under the heater with the drainpipe and overflow line tied into a drain. Water heaters should be inspected at least every six (6) months and should be replaced at least every five (5) years.

7.9 Angle stops and supply lines: Angle stops and water supply lines to sinks and toilets can break without warning and cause significant damage to the common areas, your unit and adjacent units. Therefore they need to be inspected at least annually and replaced as recommended by the plumber.

7.10 Inspect washing machine valves and hoses at least every six (6) months and replace accordingly. Do not operate a washing machine without a competent adult in the Unit.

7.11 Inspect dishwasher hoses at least every six (6) months and replace accordingly. Do not operate a dish-washing machine without a competent adult in the Unit.

7.12 Inspect air conditioning equipment and elements at least annually for leaks and to confirm that condensate drain lines are clear and drain pan is present and in functional condition.

8. Disclosure of Insurance Claims on Unit Owner Policies.

A Unit Owner who sustains or contends that damage has been sustained due to a failure or malfunction of a plumbing component discussed or described herein, and who tenders a claim to the Unit Owner's individual Unit Owner property insurance carrier for coverage and payment, shall immediately disclose to the Association that such a claim has been tendered to the carrier. The Unit Owner who tenders a claim as described herein shall further provide the Association with information and documentation disclosing whether the individual policy carrier has covered the loss and how much has been paid to the Unit Owner for damage sustained by the individual property carrier. Failure to affirmatively disclose the tender of the claim or concealment of the tender and receipt of monies shall constitute a breach of the Association's governing documents and entitle the Association to seek legal remedies to require the Unit Owner to contribute those funds to the cost of repairs incurred by Association. The failure to disclose monies received by a Unit Owner will also result in the Association notifying the individual Unit carrier that the Association has performed repairs for which the Owner has been paid by the carrier but not contributed to the cost of repairs.

WICKFORD HOMEOWNERS ASSOCIATION WATER INTRUSION AND REPORTING RULES

INTRODUCTION

These Water Intrusion and Reporting Rules (“Reporting Rules”) are being adopted by the Board in accordance with *Civil Code* Section 4340 *et seq.* and are a part of the Association’s Operating Rules. It is important you and your tenants carefully read and follow the Reporting Rules. Violations of the Association’s Rules, including these Reporting Rules, may be subject to enforcement actions as permitted by the Association’s governing documents.

These Reporting Rules requires owners and/or tenants to take action to mitigate the water intrusion and damage and to report to the Association of same so that the Board of Directors and management can take appropriate and timely action, as is required under the Association’s governing documents and applicable laws.

REPORTING PROTOCOLS

Owners and tenants must use the following protocols for reporting any type of water intrusion and/or damage within a Unit:

1. Owner’s Immediate Reporting: Upon becoming aware of any water intrusion or damage, and regardless what or who may have caused the water intrusion or damage, Owner must immediately contact the Association’s manager by telephone and follow the process by which they will instruct you. After placing your initial call to the Association’s manager, you must also send a written communication to the Association via email or first class mail confirming you have contacted the Association’s manager to report the water intrusion and damage, and provide as much detail regarding the situation as is possible and known, which includes, without limitation:

- a) Your name and address;
- b) Location of the water intrusion/damage;
- c) When you first noticed the water intrusion/damage;
- d) Description of the issue; and
- e) Any other information you believe is relevant.

The Association will send a written confirmation of your emergency promptly after its receipt of same. To the extent possible, the Association’s confirmation will outline any additional information relevant to the resolution of the situation.

2. Association’s Response: Upon receipt of notice from an owner or a tenant regarding the water intrusion or damage from whatever source, the Association will send an authorized party (i.e. Board member, Association manager or approved

vendor) to investigate the matter and to perform immediate repair and clean-up of all Common Areas or other component that is the Association's responsibility (e.g., roofs, hallways). Owners and tenants are required by the CC&Rs to give the Association timely access to their Units so that damage to the common areas can be investigated and repaired. If and when appropriate, the Association will make every effort to mitigate any damage present, including, without limitation, removing water and drying affected areas. The cost of mitigation will be charged to the unit owner if, after notice and hearing, the Board determines that they caused or contributed to the cause the damage. Owners shall have the option to waive notice and hearing and voluntarily agree to pay the cost of mitigation.

The Association will keep a written record of its response and findings which will be available for the owner to review.

3. Owner's Immediate Clean-up: Upon becoming aware of any water intrusion or damage, and regardless of the ultimate cause of the water intrusion or damage, Owner must immediately respond to and mitigate damage from water intrusions within their Unit (whether from sink or bathtub overflow, water heater flooding, pipes bursting and/or leaking, appliance leaks such as ice maker line failures, roof leak, or dishwasher overflow, etc.) Such immediate response should include stopping the leak/intrusion, repairing the damage and, if necessary, retaining a professional company to promptly extract all water from carpets and floors, and to dry out the interior of any walls that may have been affected. Otherwise, mold will begin growing within 24 to 48 hours.

Owner should thoroughly document the water intrusion and damage (including photographs) for (i) any insurance claims that may be made and (ii) establishing liability for the cost of clean-up and repairs. The Association will request written reports from any maintenance personnel, plumbers, or clean-up companies to note what they observe. To the extent possible, the source(s) of the water should be identified, photographed, and documented in writing, and so should all the damage to common areas, unit improvements, and personal property.

If the Owner fails to immediately respond to the water intrusion or damage, the Association can, but is not obligated to, mitigate any damage present, including, without limitation, removing water and drying affected areas. If the Association makes any effort to mitigate any such damage, the Association shall have the right to charge such costs of mitigation to the unit owner after notice and hearing.

4. Give Notice to Affected Parties: As soon as is practicable and no later than twenty-four (24) hours after learning of a water intrusion event, the responsible party shall notify any potentially affected parties (including the Association) of the event with details of the event and how it might have affected their property and that they are planning on performing all necessary steps to mitigate damage to both their own property and the affected property of others. The responsible party shall continue to update all affected parties as is necessary. It is then the responsibility of the affected

parties to conduct their own investigation, if necessary to do so. However, the affected parties reserve the right to bill the responsible party, or their insurance, in order to obtain reimbursement from the responsible party for any work conducted as a result of the water intrusion event. The responsible party (and their tenants, if any) should put their respective insurance carriers on notice of a potential claim.

5. Owner's Required Inspection and Maintenance Responsibility:

Inspect for Leaks. Inspect on a regular basis, including, but not limited to, as more fully set forth in the Plumbing Policy/Rules, all possible sources of water intrusion in your unit including toilets, faucets, sinks, tubs and showers, refrigerators, hot water heaters, basins, dishwashers, windows, sliding glass doors, water valves, etc. Water from your unit could damage other units and the common areas for which you could be held liable.

When leaving unit vacant for more than five (5) days, all angle stop valves serving plumbing and related fixtures within the boundaries of the Unit shall be closed to prevent leaking from those supply lines. Failure to do so shall be negligence, a breach of this rule and will make the Owner liable for leaks and damage during such unoccupied times.

6. Owners' Insurance: Owners, at their own expense, are strongly recommended to carry insurance for improvements within their Unit, personal property, and premises liability for bodily injury and property damage occurring within their Unit, including but not limited to coverage to address deductible amounts from the Association property insurance. In addition, Owners should purchase insurance for loss of use of their units and coverage for any loss assessments which might be levied against them in the event of an earthquake or other major loss. It is the Owner's and/or tenant's sole responsibility to notify his/her own insurance carrier(s) about water intrusion and damage. The Association is not required to notify said insurance carrier(s) or to wait for any response or approval by said carriers before the Association performs its own investigation or remedial/repair measures. In the event an Owner fails to procure property insurance to cover deductible amounts, the Owner shall be financially responsible for the deductible amounts.

A Unit Owner who sustains or contends that damage has been sustained due to a failure or malfunction of a plumbing component discussed or described herein, and who tenders a claim to the Unit Owner's individual Unit Owner property insurance carrier for coverage and payment, shall immediately disclose to the Association that such a claim has been tendered to the carrier. The Unit Owner who tenders a claim as described herein shall further provide the Association with information and documentation disclosing whether the individual policy carrier has covered the loss and how much has been paid to the Unit Owner for damage sustained by the individual property carrier. Failure to affirmatively disclose the tender of the claim or concealment of the tender and receipt of monies shall constitute a breach of the Association's governing documents and entitle the Association to seek legal remedies to require the Unit Owner to

contribute those funds to the cost of repairs incurred by Association. The failure to disclose monies received by a Unit Owner will also result in the Association notifying the individual Unit carrier that the Association has performed repairs for which the Owner has been paid by the carrier but not contributed to the cost of repairs.

7. Reimbursement Policy: If the common areas are damaged as a result of someone or something in a Unit, the Association will pay for the common area repairs and then seek reimbursement from the owner of the unit where the loss originated after notice and a hearing.

8. Notice and Hearing: The Association will (i) give the responsible owner written notification of a hearing and of the Association's intent to charge the unit owner for reimbursement, (ii) provide documentation to support the charge, and (iii) give the owner an opportunity to appear before the Board to be heard and to dispute the charges. If it is inconvenient for the owner to appear, the owner may dispute the charges by writing a letter to the Board. If the Board determines that the owner is responsible for reimbursing the Association, the amount of the reimbursement charge will appear on the owner's monthly bill as a special assessment (CCRs _____) and will be subject to normal collection policies by the Association.

9. Temporary Relocation Costs: Pursuant to *Civil Code* Section 4775(b), regardless of cause, the Association does not reimburse an owner's or tenant's temporary relocation costs, including hotel expenses. Owners and renters are encouraged to have insurance in place to cover any such potential expenses.