

## **Community Handbook**

Professionally Managed by TranspacificCompanies 800.672-7800

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#### Dear Homeowner:

Welcome to Wickford! Wickford is a condominium community located in Camarillo. Because attached living is a unique experience that relies on the mutual cooperation of all to be successful, Wickford Homeowners Association ("Association") created this Community Handbook ("Handbook"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all residents. This Handbook details basic guidelines that, if observed, ensure that the structures and grounds of the Association remain in good condition and that neighbors treat each other with respect and consideration.

Bear in mind that the rules and guidelines established in this Handbook are always subject to the Declaration of Covenants, Conditions and Restrictions of the Association ("Declaration) and the Association's Articles of Incorporation and Bylaws. The Board of Directors ("Board") has the power to revise the rules, regulations, guidelines, policies and procedures set forth in this Handbook from time to time. If you would like to contribute suggestions for this Handbook, please submit them to Transpacific for consideration by the Board.

Please read this Handbook carefully, and be sure your family, guests and tenants fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Property Management Company:

Wickford Homeowners Association
C/O

Transpacific Management Services (TranspacificCompanies)
100 E. Thousand Oaks Blvd. Suite 220
Thousand Oaks, CA. 91360
805/496-5514
Fax 805/497-8115

If you want to make any modifications to the interior or exterior of your Residence or Unit, including Exclusive Use Common Areas, a request must be submitted to the Management Company in writing for approval by the Architectural Review Committee ("ARC") and/or the Board. The procedures and guidelines for such modifications are located in the Architectural Review Guidelines section of this Community Handbook. Also, please refer to your CC&Rs for permissible modifications.

The purpose of the Association is to operate, manage and maintain Wickford for the benefit of the Owners. Common sense and consideration for your neighbors are the keys to its success. The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Homeowners will be notified of the date, time and location of all meetings of the Members and the Board; notification of all meetings will be posted your monthly Association fee bill. If you are interested in becoming involved in the Association, please contact Transpacific. Residents are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own. To report problems related to other homeowners, please fill out the Violation Report Form and send it to Transpacific.

To facilitate harmony within the community, all residents and their guests must comply with the rules and guidelines set forth in this Community Handbook and the Governing Documents. The Association welcomes communication from its members. Please feel free to call or write to Transpacific, the Association's liaison, to discuss any questions or issues.

Wickford owners and the Association have maintenance and inspection obligations. Owners should consult their Homeowners Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Units. Similarly, specific maintenance and inspection requirements for the Association are set forth in the Association Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Common Area and Association Property.

Again, welcome to Wickford and please feel free to contact us with any questions you may have! Sincerely,

Wickford Homeowners Association

### Wickford Homeowners Association Community Guidelines

#### Introduction

The Community Guidelines established for Wickford are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you and your guests must observe at Wickford.

#### Animals:

- 1. Animals are to be confined to units and must be on a leash at all times when in the common areas.
- 2. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors on behalf of the Association.
- 3. Pet owners must pick up after their pets on all community property including, but not limited to, the front and back of the buildings, adjacent streets and landscape. Any resident not complying with this provision may be subject to special assessments.
- 4. Cats or other small pets are not permitted to roam in the common area.
- 5. Animals may not be raised, bred or kept for any commercial purposes.
- 6. Any person bringing an animal upon or keeping an animal in the community shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.
- 7. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, it constitutes a nuisance to other owners.

### **Balcony and Patio Areas:**

- 1. Residents must maintain their Balcony/Patio area in a neat and attractive manner.
- Clothes, rugs or any other type of similar material may not be hung on Balcony/Patio or railings. Drying or laundering of clothes or any other items is not permitted on any Balcony/Patio area or Association property.
- Balcony/Patio may not be used for storage of any kind, including but not limited to, bicycles, toys, surfboards, exercise equipment boxes, cleaning utensils and supplies or other household items.
- 4. All furniture must have protective leg caps to prevent damage to the surface.
- 5. Awnings, ornamental screens or sunshades are not permitted.
- 6. Residents may not interfere with the drainage pattern or alter the surface on the Balcony/Patio.
- 7. Live plants or plant material must have appropriate drainage saucers. Plants or plant material is limited to a reasonable number as determined by the Board of Directors. Any plants or plant material that is determined to cause damage to the common area must be removed at the homeowner's expense. All vegetation must be within the exclusive use Balcony/Patio area and may not extend or be placed on the railings, fences or walls.
- 8. Pets may not be left unattended on the Balcony/Patio areas. Any pet waste must be removed immediately and may not be permitted to accumulate.
- 9. Owners must insure the drain on the Balcony/Patio remains free and clear of all debris and does not become clogged.
- 10. No improvement shall be nailed, bolted, or otherwise attached to the floor, walls or any other portion of the exclusive use Balcony/Patio area.
- 11. Hanging screens, banners and any other similar accouterment (other than plants), which may be visible from any other Residential Units or the Common area, are not permitted in the exclusive use Balcony/Patio area.
- 12. No clothing or household fabrics shall be hung, aired or dried. Clotheslines are not permissible.
- 13. The Board and ARC reserve the right to restrict any item from being placed on the Balcony/Patio.

### **Barbeque Restrictions:**

- 1. Only propane gas BBQs are permitted and homeowners are limited to one (1) per household.
- 2. BBQs must be maintained in a neat and attractive manner.
- 3. BBQ must have a storage area with a cabinet for the propane tank. Exposed propane tanks are prohibited.
- 4. All BBQs must have an appropriate cover when not in use. The cover must be specifically made for BBQs and must be either black or neutral in color.
- 5. BBQs may not be a nuisance and should be handled with care.
- 6. All residents operating a BBQ are fully liable and responsible for its use, care and maintenance.
- 7. BBQ may not cause damage to Terrace flooring or any other portion of the Terrace area.
- 8. The Board reserves the right to prohibit any type of BBQ the Board deems a nuisance or liability.

### **Commercial Activity:**

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Unit or the Common Property. This provision does not include construction of the project by the Developer or other authorized builders; however, this provision is not meant to preclude an owner from maintaining a home office and conducting business activities. The business or activity must be consistent with the specific plan requirements for the project (i.e. residential use) and meet the following criteria:

- 1. There is no external evidence of the activity or business;
- 2. The activity or business is conducted in conformance with all applicable government ordinances;
- 3. The business or activity does *not* increase the liability or casualty insurance obligation or premium of the corporation;
- 4. The patrons or clientele of such activities do not visit the Residential Unit or park automobiles or other vehicles within the Project;
- 5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Residential Unit;
- 6. The activity or business is consistent with the residential character or the project and otherwise conforms to the corporation's Governing Documents

### General:

- 1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property.
- 2. All exterior alterations or structural changes must be approved by the ARC/Board in writing prior to commencement of said project.
- 3. Residents shall not cause or permit noises to be made in their Residence or in the common areas, which interfere with the peace and quiet of other residents.
- 4. No clothing or household fabrics shall be hung, aired or dried on any portion of the Unit or outside. Clotheslines are not permissible.
- 5. When work is being performed in an individual's Residence by the owner, contractor or by a tradesman, daily cleanup of the common area involved is required, unless specifically excused in writing by the Board of Directors. The cleanup is the responsibility of the Residence owner. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the Residence owner will be assessed cleanup costs as determined by the Board of Directors.
- 6. Window coverings must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time.
- 7. No sign, poster, display or other advertising device of any character shall be erected or maintained anywhere on the property or on any public street abutting or visible from the Property, or shown or displayed from any Unit, without prior written consent of the Architectural Committee. Please refer to section 8.18 of the Association's CC&Rs for further restrictions.

### **Holiday Decorations Guidelines:**

- Holiday decorations are permitted in your exclusive use area; however, decorations of any type
  are NOT permitted in the common area. The common area includes, but is not limited to, roofs,
  stairways, trees, bushes or other landscaped areas maintained by the Association, etc. Any
  decorations found in the common area will be removed at the owner's expense.
- 2. Holiday lights may be placed on the wood fascia in your exclusive use area; however, you must use hooks intended for holiday lights. Lights may not be stapled, nailed or otherwise attached to the wood in this manner. As an alternative, you may use a non-penetrative type of attachment material.

- 3. All decorations are permitted up to 30 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 10 of each year.
- 4. Wreaths or other similar type of decorations may be placed on front doors with appropriate wreath hangers and remain as long as they are attractive and in good condition. The doors may not be penetrated in any way.
- 5. Decorations are not permitted on the garage doors or garage areas. The wood casings for the garages can not be penetrated in any way.
- 6. Decorations are not permitted on any portion of the stucco or the roof area.
- 7. Any decorations placed on railings or other similar areas should be placed with care and should not cause damage.
- 8. Homeowners should be considerate of neighbors when decorating for holidays.
- 9. Homeowners may be held monetarily responsible for any and all damage caused to any portion of the common area or exclusive use common area by any type of decoration.

### Parking and Vehicle Restrictions:

- 1. Owners may not park, keep or store on any part of the property any Prohibited Vehicle. Prohibited vehicles are defined as the following:
  - a. Recreational vehicles (e.g. motorhomes, travel trailers, camper vans and boats),
  - b. Commercial type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),
  - c. Buses or vans designed to accommodate more than ten (10) people, Vehicles having more than two (2) axels,
  - d. Trailers, Aircraft, Boats
  - e. Or any type of unlicensed off road vehicles
- 2. No repair, maintenance or restoration of any vehicle may be conducted anywhere on the Property. No person may carry on in any portion of the Properties any vehicle repair, maintenance or restoration business.
- Garages shall at all times be maintained in such a way as to accommodate the number of vehicles for which it was originally constructed by Declarant.
- 4. Garages may not be used for office space, workshops or converted for living, recreational activities or businesses.

- 5. Garage Doors must be kept closed except for reasonable periods while the garage is being used.
- 6. Any vehicle parked improperly or illegally may be subject to tow away at owner's expense without prior notice.
- 7. Parking in the fire lanes or "No Parking" zones is strictly prohibited and vehicles are subject to immediate tow and vehicle owner's expense.
- 8. The open space parking ("Guest Parking") within the community is for guests.
- 9. Off road vehicles, motorized scooters and the like are prohibited from being utilized in the community.
- 10. Each owner is responsible for advising the owner's family, tenants, and guests of the parking regulations.

### Rental of Unit:

All owners must abide by the conditions of the purchase agreement with the Declarant and all Governing Documents. An Owner shall be entitled to rent the Owner's entire Unit (but not a portion thereof) for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

- 1. All Owners who rent their homes shall submit names and contact numbers for their tenants to the Association.
- 2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement.
- 3. Short term leases are prohibited. No lease may be less than 6 months.
- 4. A copy of all the Governing Documents shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents for the Association.
- 5. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their unit. No Residential Unit may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

### Satellite Installation Policy:

- 1. If you would like to install a satellite dish device, you are required to fill out the "Satellite Installation Notification Form" PRIOR to installation of the device. This form must be mailed or faxed to Management PRIOR to the installation of the device. Approval is not required provided you comply with ALL of the requirements stated below.
- 2. **If you are unable to comply with the policy set forth,** you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner.
- 3. Satellite dish devices may be installed in your exclusive use area in any of the following places:
  - a) On your patio or deck area on a free standing pole; or
  - b) On the roof eave directly above your home.
- 4. The device may not exceed one meter in diameter.
- 5. Mounting of the device on the roof, chimney, stucco or any other area of the Common Property other than your exclusive use area as described in this policy is prohibited.
- 6. No stucco drilling or penetrations is permitted and all penetrations of the cable wire must be placed through a vent or other appropriate item servicing your unit.
- 7. There should be no visible entry of cable, wire or any other fixtures into the unit. All wires or cables must be painted to match the building. Please refer to the paint colors for your unit.
- 8. Homeowners accept FULL LIABILITY AND RESPONSIBILITY for the installation of the device and wiring, and are responsible for the future maintenance and costs and expense related to the devices. All devices which are no longer connected and not being used must be removed promptly, and the area repaired and restored to original condition.
- 9. Any resident mounting the device in an unapproved location will be formally requested to reposition the device in an approved manner and location, within ten (10) day of the Notice. Failure to Comply may result in the Association removing the device without further notification and/or forwarding the matter to the Association's attorney.

### Signs:

- 1. Only one (1) real estate sign for sale or for lease is permitted per home.
- 2. The for sale or for lease sign must comply with all standards set forth in the CC&Rs.
- 3. All for sale or for lease signs must be removed within 15 days after the sale/rental.

### Sound Attenuation:

- 1. Residents shall not cause or permit noises to be made in their unit or in the common areas, which interfere with the peace and quiet of other residents.
- 2. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residents. To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:
  - (a) No holes or other penetrations shall be made in demising walls (party walls). No penetrations of any sort shall be made in the ceiling of any Unit. Acoustical sealant shall be packed around the point of penetration of all pictures and other items hung from the wall that require nailing or screwing.
  - (b) To maximize the sound insulation capabilities of each Unit, hard surface or wood flooring may be installed in a Unit, only if such flooring complies with the hard surface flooring restrictions set forth on Exhibit "C" of the CC&Rs and any other applicable provisions of the Declaration.
  - (c) No modifications shall be made to any Unit which would result in a reduction in the minimum impact insulation class of the Condominium Building.
  - (d) Loudspeakers for music reproduction and television shall not be supported from or contact demising walls and shall be elevated from the floor by a proper acoustic platform.
  - (e) Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
  - (f) Resilient pads must be placed under all washing machines and dishwashers in order to avoid transmitting vibration to other Condominium Units.
  - (g) All furniture shall contain rubber castors or felt pads.

### Violation and Fine Procedure

- 1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
- 2. Failure to comply with the request to rectify the violation may result in a "Final Notice" advising the homeowner to comply. Then, if the violation is still not resolved, a "Notice of Hearing" will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
- 3. Please note the Board may determine that a "Notice of Hearing" is appropriate to send to the homeowner as the second letter, instead of a "Final Notice", when the violation is determined to be of a more serious nature.
- 4. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may take any of the following actions:
  - a. Suspend the homeowners voting privileges.
  - b. Submittal of the matter to the Association's legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
  - c. Levy of a special assessment or penalty in the amount as outline in section 5 below.
- 5. The penalty schedule is a follows:

### Minor Violations:

First violation:	\$100.00
Second violation (same infraction):	\$200.00
Third violation (same infraction):	\$300.00

Major violations:

\$250.00 per occurrence

i.e. Failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

<sup>\*</sup>Please note: Special Assessments may be imposed for specific violations outlined in the Association's Governing Documents.

### **Reporting Violations**

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different residential unit owners.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the neighbor to neighbor dispute resolution policy.

### Wickford Homeowners Association Pool and Recreation Area Rules

- 1. Residents under the age of sixteen (16) years of age are to be accompanied by an adult, age eighteen years old or older, at all times. Pool monitors, if provided, are *not* lifeguards and there is *no* lifeguard on duty.
- 2. All residents and homeowners are required to use their access card/key to access the pool. By using the Association's pool (or other common area facilities), the resident agrees to provide identification and proof of residency if asked by an Association representative or an employee of the Association.
- 3. Owners may assign their rights to use the pool and other common area facilities to tenants, who are renting the property. However, owners who have assigned their rights to a tenant and do not otherwise reside in the property are not eligible to use the pool or other Association amenities.
- 4. Each member is entitled to bring no more than four (4) guests into the pool area at any time. Members must stay with guests while they are at the pool area. Unattended use of the Association's facilities by guests is prohibited. Members are responsible for any damage to the Association's property caused by themselves, their family members, tenants or guests.
- 5. At the direction of Association staff, the Association may enforce regular pool "breaks", where all swimmers will be required to exit the water for a limited period of time. During this time, swimmers may rest or use the restroom facilities.
- 6. The pool hours are as follows:

Sunday-Thursday 6 Friday-Saturday 6

6:00 a.m. to 9:00 p.m. 6:00 a.m. to 10:00 p.m.

- 7. Profanity, screaming or abusive language is not allowed in any of the pool areas or any of the common area recreational facilities.
- 8. Use of radios, boom boxes or other music equipment, without the use of headphones or another type of private listening device, is prohibited.
- 9. Glass containers or glass objects are prohibited in the pool areas.
- 10. Smoking is prohibited in all areas of the pool and recreation center facilities.
- 11. Alcoholic beverages are prohibited from the pool facility at all times, unless these beverages are being served during the course of a sanctioned, Association function, where swimming will not be taking place.

- 12. Diving, jumping into the pool, running, horseplay or other dangerous behavior is strictly prohibited at all times.
- 13. Large flotation devices, rafts, surf boards, boogie boards or any other swim toys or equipment are not allowed in any of the association pools.
- 14. Proper swim wear is required at all times. Diapers are not permissible and young children who are not potty-trained are required to wear appropriate swimmers at all times.
- 15. Pool furniture is to be used on a first come, first served basis. Pool furniture may not be "reserved" or held until others arrive.
- 16. Use of the pool and other recreational facilities is a privilege and may be revoked by the Board of Directors if any member or resident fails to adhere to the rules or unreasonably infringes upon other members or resident's rights or enjoyment of the facilities.

### Wickford Homeowners Association Architectural Guidelines and Procedures

### General Guidelines:

- You may not modify, alter, build or construct any improvements in your Residence or exclusive use easement area until you have submitted plans and specifications and obtained approval from the Association's Architectural Review Committee (ARC) or Board of Directors.
- 2. Improvements requiring approval prior to installation include, but are not limited to, decorative flags, courtyard or deck appurtenances, screen doors, etc.
- 3. Any changes that might increase the structural load must be submitted to a structural engineer and approved by the ARC or Board. These items include, but are not limited to, flooring changes (e.g. ceramic tile, marble, granite, hard wood, etc.) and items such as pool tables, pianos and aquariums.
- 4. Any changes in hard surface floors must strictly adhere to the guidelines set for in this handbook, the Declaration and specifically 8.20 of the CC&Rs.
- 5. Any electrical or plumbing work must be submitted to the ARC prior to the commencement of any work and must be performed by a licensed contractor.
- 6. The ARC or Board of Directors has the right to inspect any improvement after completion.
- 7. Jacuzzi tubs are not permitted in the interior or exterior of the unit.
- 8. Refer to the CC&Rs and Association Rules for more detailed descriptions on items that require approval.

### Plan Submittal and Re-Submittal:

- 1. Three (3) sets of plans, specifications, drawings and other pertinent information must be submitted with the "Architectural Request Form" at least 60-90 days in advance of the anticipated start of the project. Please note that plans may take 45 days or more to be approved.
- 2. All technical and engineering matters are the responsibility of the owner.

- 3. Fees: The ARC will require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and Specifications by an Outside Consultant or any costs associated with the review of the Plans and Specifications by any architect on the Architectural Review Committee, if necessary.
- 4. Construction Drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
- 5. If your Unit has any restrictions, it is your responsibility to ensure you are abiding by those restrictions. The Association (ARC or Board) can not approve or supersede any type of restriction on your Unit; therefore, if such restriction is accidentally approved it is the Owner's responsibility to advise of such and approval for such plans will be deemed denied by the Association.
- 6. If plans are denied by the ARC, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 45 days. If you are not satisfied with the denial or request for changes, you have the right to appeal the ARC decision to the Board of Directors. You must submit your request, in writing, to appeal the ARC's denial, within 30 days of the denial by the ARC. Your request will be placed on the agenda at the next scheduled regular board meeting session. The Board will review your request at that time.

### **Contractor Guidelines:**

- 1. All contractors must adhere to the Association Rules and Architectural Guidelines and Procedures.
- 2. Owners are responsible for ensuring that all sub contractors and workers are informed of the proper procedures.
- 3. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.
- 4. All Owners are responsible for any damage caused by their contractor or their employees.

### Fire and Life Safety Systems:

- 1. Contractors or owners must not remove any permanent smoke detectors, sprinklers, security speakers or fire safety devices anywhere in the unit or the common areas.
- 2. If spray paint or sanding work might set off the smoke detectors or fire sprinkler, it is permissible to cover the detector or sprinkler with plastic only, but it must be removed at the end of the day. A fine of \$250 will be charged for each smoke detector or fire sprinkler left covered overnight. Fire exits must not be blocked. A fine of \$250 will be charged for blocking fire exits plus any charges incurred by the Association as a result of the act.

### Inspections:

The Association and management have the authority to demand work stoppage until compliance is obtained from the owner and the contractor.

### Soundproofing:

No changes or alterations may be made to the soundproofing systems. Any modifications that may impact sound levels in other units must be submitted with an "Application for Architectural Approval", reviewed by a sound engineer, at the Board's discretion and approved by the ARC or Board.

### Liability

Any damage resulting from work being performed in a unit will be billed to the unit owner. This is the reason it is important for the owner to ensure the contractors have adequate general liability insurance, workers compensation insurance and vehicle liability insurance.

### **Tools and Equipment:**

Tools and equipment are to be used and stored in the unit or removed each day. The Association is not responsible for the disappearance of any tools, equipment or materials that are left in the common area.

**Architectural Request Form** 

Vame:	Date:
Property Address:	
Mailing Address (if dif	rent from above):
Home Phone:	Business Phone:
	ct Information provement in detail:
II. Neighbor Adv. You must advise either y	ur adjoining or affected (in the line of sight) neighbors of any propose erty. Please have them sign below. If the unit is vacant, please indicate
l. Right Side Neighbor	ignature Address
2. Left Side Neighbor S  III. Documents Re  Three (3) sets of the color, Size and	gnature Address uired for Submittal
III. Documents Re  ☐Three (3) sets of ☐Color, Size and	Address  Quired for Submittal  detailed plans This application form  Weight of Requested items
2. Left Side Neighbor S  III. Documents Re  Three (3) sets of the property of	Address  Address  Auired for Submittal  Adetailed plans  This application form  Weight of Requested items  ***********************************

### **Notice of Completion Form**

This form must be completed and returned to the Association within 30 days after the approved improvements have been completed.

Homeowner Name:

By signing this form, the homeowner is stating that improvements completed have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

Return form to Wickford HOA c/o TranspacificCompanies 100 E. Thousand Oaks Blvd., Suite 220 Thousand Oaks, CA. 91360

# Violation Report Form Return form to: TranspacificCompanies

Violation information	
Please provide the name (if known) and address of the home where the	e violation is alleged to be taking
place.	
Name(s):	
Address:	
Summary of alleged violation(s):	
On what days and at what times does the violation usually take p	
Reporting homeowner's information  If the violation is not verifiable by way of a visual inspection of the cadditional homeowner representing a separate unit/lot, within the continitiate the Association's violation procedure. You must include you have this form processed.	nmunity, may be required to
Your name:	
Address:	
Phone:	
If necessary:	
Additional Homeowner name:	<del> </del>
Address:	
Phone:	the second secon

### NOTICE OF SATELLITE DISH INSTALLATION

Name:	Date:
Address:	Unit:
Home Phone:	Business Phone:
Satellite Dish Agreement:	
I,procedure for the Association and	(Insert Your Name), have read the satellite installation policy and agree to install the device per the requirements.
satellite dish device CAN NOT be	(Insert Install Date). I understand that if the e installed per the attached agreement, I must submit an application to installation detailing the proposed installation.
100% monetarily responsible for	n, if the device is not in FULL and COMPLETE compliance, I am making all necessary changes to the installation in order to bring the aware that any damage resulting from the installation is my
	am responsible for the removal of the satellite dish device and must area where the dish was installed, including all areas of wiring, etc.
Signature	Date
100 E. Thousa	Fax or Mail to: TranspacificCompanies and Oaks Blvd. Ste 220, Thousand Oaks, Ca. 91360 Fax 805-497-8115
	**************************************
Corrections Required:	
Signature:	

### Authorization Agreement for Direct Payments (ACH Debits)

If you would like to take advantage of the ACH Debits, please fill out the information below. This is NOT a requirement, only an added benefit available for your use and convenience.

Company Name:

Transpacific Management Service

Company I.D #:

95-2759687

I (We) hereby authorize Transpacific Management Service, hereinafter called COMPANY, to initiate debit entries to my (our) ( )Checking ( )Savings Account (select one) indicated below at the depository institution named below, hereinafter BANK, in the amount of any assessment duly authorized and noticed by my association's Board of Directors.

### ATTACH VOID CHECK HERE

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such manner as to afford COMPANY and BANK reasonable opportunity to act upon it.

Name(s)		
Please print	Please print	
Signature(s)		
Association		-
Daytime Phone Number		
Date:		
Homeowners Association Acco	ount Number	

\*\*Please note\*\* To insure accuracy, please attach a void or cancelled check from the account identified above. You will receive a letter confirming the date we will begin to pay your assessments by ACH Debit prior to the first charge.

(To expedite your new ACH Debit set up you may mail this application, with a void check to PO Box 4498, Santa Ana, CA 92702-4498 or Fax it to (714) 338-2262).

### NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the Wickford Homeowners Association on March 11, 2005. Nothing herein is 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 the Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

#### A. DEFINITIONS

- 1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Unit Owner against another Unit Owner which, in the Board's sole discretion, does not impact the Common Area (example include, but are not limited to, parking, noise, animals).
- 2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
- 3. "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.

### **B. POLICY TERMS**

- 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.
- 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.
- 3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
- 4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or 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

# SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

### I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS.

In accordance with Civil Code Section 1363.810 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.) and Section 7110 et seq. of the Non-profit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- (3) The Association's Board of Directors shall designate a member of the Board to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- (6) The agreement reached binds the parties and is judicially enforceable if <u>both</u> of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors."

Please note that a member of the association may not be charged a fee to participate in the process.

### II. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

Please be advised that California Civil Code Section 1369.510 et seq. Requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 1369.510 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

### PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

### **DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)**

Section 1369.520 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

- 1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.);
- Enforcement of the California Non-profit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or
- 3) Enforcement of the Association's governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

### DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is <u>solely</u> for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages <u>not</u> in excess of \$5,000. The following types of disputes are specifically <u>excluded</u> from being required to resort to ADR:

- 1) A Small Claims action;
- 2) Assessment collection, except as provided for in Civil Code Section 1366.3;
- 3) Claims for money damages in <u>excess</u> of \$5,000 in conjunction with a claim for declaratory, injunctive or writ relief;
- 4) Action for preliminary or temporary injunctive relief; and
- 5) The filing of a cross-complaint in response to a complaint already filed.

### **COMPLIANCE PROCEDURES**

- A. <u>INITIATING PARTY</u>. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:
  - 1) A brief description of the dispute;
  - 2) A request that the matter be submitted to ADR;
  - 3) A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and
  - 4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 1369.510 et seq.
- **B.** <u>SERVICE</u>. A Request for Resolution may be served by personal delivery, first-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. <u>RESPONDING PARTY'S OBLIGATION</u>. Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has <u>thirty (30) days</u> in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."
- D. <u>TIME FOR COMPLETION OF ADR</u>. Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.
  - E. <u>COST OF ADR</u>. The cost of ADR shall be borne by the parties.
- F. <u>TOLLING OF STATUTE OF LIMITATIONS</u>. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 1369.550.
- G. <u>CERTIFICATE</u>. In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 1369.510 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

### CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney's fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 1369.590.

### NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

This summary is intended for the general information of the Association's members and specific reference is to be made to the actual language of the Civil Code in any particular set of circumstances. The Association shall not be liable for reliance upon or interpretation of this summary by any party.

### Summary of Civil Code Section 1354

Prior to a member of the Association or the Association filing a civil action seeking to enforce the governing documents by:

- 1). declaratory relief or injunctive relief, or
- 2). declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than assessments, not in excess of five thousand dollars (\$5,000), the parties shall endeavor to submit their dispute to a form of Alternative Dispute Resolution ("ADR") such as binding or nonbinding mediation or arbitration, <u>unless</u> the applicable time limitation for filing such an action would run within 120 days, or the action is a cross-complaint.

To initiate the ADR process a party may serve on the other party a "Request for Resolution" which shall include the following:

- 1). A brief description of the dispute between the parties,
- 2). A request for Alternative Dispute Resolution, and
- 3). A notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it shall be deemed rejected.
- 4). The Request shall be accompanied by a copy of Civil Code Section 1354.

The Request for Resolution shall served on the other party by any of the following:

- 1). By causing it to be delivered directly to the other party in person.
- 2). By causing it to be subserved pursuant to Code of Civil Procedure Section 415.20

The party receiving a Request for Resolution has 30 days from receipt to accept or reject, and if not accepted within 30 days to request is deemed rejected. If accepted, the alternative dispute resolution shall be completed within 90 days of the receipt of acceptance by the requesting party, unless extended by written stipulation by the parties. The costs of ADR shall be shared equally by the parties.

If a lawsuit is filed for the aforementioned actions, a certificate stating the following must be filed with the complaint:

- 1). ADR has been completed in compliance with the statute, or
- 2). One of the other parties to the dispute refused ADR, or
- 3). Preliminary or temporary injunctive relief was necessary, or
- 4). The limitation period for bringing the action would have run within the 120 day period.

In any action to enforce the governing documents, the prevailing party shall be awarded reasonable attorney's fees and costs, and the court may take into consideration a party's refusal to participate in ADR in determining the amount.

FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PREFILING REQUIREMENTS OF SECTION 1354 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.

# POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

Adopted March 11, 2005

The Board of Directors welcomes resident attendance at the Board meetings, to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), the Board has set aside a period of time at each Board meeting (called Open Forum), to hold the Open Forum.

### The procedure for Open Forum is simple:

- 1. Raise your hand to be recognized by the President of the Board OR if there is a sign in sheet, please place your name on the sign in sheet and the Board will call your name.
- 2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
- 3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
- 4. Please don't interrupt others while they are speaking.
- 5. Maintenance related items are to be directed to Transpacific Management Service by calling or writing (Open Forum is not the proper venue to report maintenance items.)
- 6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

### **Understanding Board Meeting Conduct:**

- 1. The Board meeting is a meeting of the Directors of the Corporation.
- 2. As homeowners, you have a vested interest in your community, and you elected the Board members to take care of those interests.
- 3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between the Board members (and with Management, if needed).
- 4. When a vote on a motion is taken, it is voted on by the Board members only.
- 5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least a month before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
- 6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

### Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

<u>POLICY</u>: The Board of Directors at their meeting of March 11, 2005 adopted the following policies and procedures regarding the payment and collection of Delinquent Assessments, Fees, Charges and Costs

Assessments - Assessments subject to this Policy include the monthly regular assessments and any levied special assessments or lienable monetary penalties.

Collection Fees and Costs - The costs of collection of delinquent assessments, including late charges and other costs, and reasonable attorney fees and costs, are included as a charge against a member's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency - The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure - A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs owed on the account.

Partial Payments - If a partial payment is received which is less than the lienable unpaid balance owed on the member's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums specified in Civil Code 1366.3 prior to the Association's obligation to inform the owner that of any rights to resolve any dispute pursuant to Civil Code 1354, civil action, or any other procedure available through the Association.

Payments - Payments received after a delinquent account is assigned to the Association's attorney for collection shall be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding principal balances on the member's account pursuant to California Civil Code 1367.1 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans - The homeowner may request a payment plan. This request must be made within fifteen (15) days from the postmark date of the pre-lien notice. The Board of Directors shall meet with/respond to the homeowner within forty-five (45) days from the postmark date of the homeowner request. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account.

Personal Liability - All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code section 1367.1.

Returned Check Charges - The bank charge (currently \$25.00) shall be added to the account of any member whose check to the Association is returned dishonored by the member's bank.

Statements - Monthly statements are a courtesy to the members and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges - If a member's account becomes delinquent and the Association is required to incur certain charges due to the member's delinquency, the Association's policy is to not waive the

delinquent member's payment of these charges. Other Association Members should not have to pay for the collection charges incurred due to an individual member's delinquency.

#### PROCEDURE:

Due Date:

Regular Monthly Assessments are due on the first (lst) day of each month. All other assessments are due on the date levied, and late charges, costs of collection, attorney fees and costs are due upon the date incurred.

### Delinquencies:

#### 15 Days Past Due:

The account becomes delinquent and a late charge equal to Ten Dollars (\$10.00) is charged to the delinquent homeowner's account.

### 30 Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments, late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account and appear on their Statement.

#### Two Months Past Due:

Prelien package and letter is sent to the homeowner by Certified Mail pursuant to California Civil Code 1367.1 informing that the Association shall record a lien against the homeowner's property in the event full payment of lienable assessments is not received within thirty (30) days. The delinquent homeowner's account shall be charged \$105.00 for issuance of the Prelien letter.

### Three Months Past Due:

The Association shall proceed to have a Notice of Delinquent Assessment Lien prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged \$185.00 for the fees and costs associated with the preparation and recording of the assessment lien. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

#### After Appropriate Legal Notification:

The delinquent account is assigned to the Association's attorney to prepare an Intent to Commence Collection letter to be sent to the delinquent homeowner advising that the attorney shall initiate collection upon the assessment lien unless full payment is received within fifteen (15) days. The attorney fees and costs associated with the Intent to Commence Collection letter will be charged to the delinquent homeowner's account and all further communications for the collection of the delinquent account are to be through the Association's attorney.

In lieu of going to foreclosure sale against the property, the Board may elect to proceed with a judicial suit for collection of the delinquencies. All fees and costs associated with the foreclosure or judicial suit for collection shall be charged to the delinquent homeowner's account.

#### Address

The Association's address for overnight delivery shall be: Transpacific Management Service, 2020 E. First Street, Suite 103, Santa Ana, California 92705