Welcome to Village Walk



The Village Walk Board of Directors would like to welcome you to your new neighborhood.





Village Walk I is not merely a collection of homes sharing common property, but rather a collection of homeowners that share common values & a certain quality of life. By working together, becoming actively involved & supporting your association, we will be able to create the vital & vibrant sense of community we all desire.

VILLAGE WALK™

VILLAGE WALK

CLAREMONT CA.

www.villagewalkclaremont.com



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Having a decisive plan in place is the first step towards making sure that common goals will be met. The community's governing documents, known more specifically as Covenants, Conditions, and Restrictions (CC&Rs), the Bylaws, Articles of Incorporation, Standards and Guidelines and Architectural Guidelines act as the community's charter, or constitution, providing a general framework for the protections and continuance of the community and its common elements.

It is your responsibility to read and familiarize yourself with the governing documents. All residents of the community are expected to abide by the governing documents. Understanding the community's "charter" and responsibilities will greatly enhance your experience as a member of the community.

As a means of introduction, Condominium Management Service (CMS) has provided exceptional service to Southern California communities for over 30 years. They are one of a select few management firms to receive the Certified Management Firm designation from the California Association of Community Managers (CACM). CMS is pleased to be the managing agent for your community. As directed by the Board of Directors, CMS's role is to manage the daily operations of the association, both physical and financial. CMS will also advise in long term financial planning and will assist the association in complying with state and federal laws. Further, CMS will be the information and communication hub for all of the community's functions and activities.

You can contact Evelyn Kahn at (909)399-3103 ext. 362.

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*Available on our website www.villagewalkclaremont.com



Balcony/Deck/Patio Rules:

1. Residents must maintain their patio/balcony/deck area in a neat and attractive manner.

2. Clothes, rugs or any other type of similar material may not be hung on balconies/patios/decks or railings. Drying or laundering of clothes or any other items is not permitted on any balcony/deck/patio area or association property.

3. Balconies/decks/patios may not be used for storage of any kind.

4. Bicycles, toys, and exercise equipment may not be stored on balconies/ patios/decks.

5. Residents may not interfere with the drainage pattern on the balconies/ decks/patios.

6. Live plants or plant material must have appropriate drainage saucers. Plants or plant materials are 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.

7. The use and storage of open flame grills on association balconies is prohibited. An open flame grill includes, but is not limited to all charcoal, propane, butane, liquefied petroleum and natural gas burning grills.

8. Pets may not be left unattended on the balcony/deck/patio areas.

9. The Board and Architectural Review Committee (ARC) reserve the right to restrict any item from being placed on the patio/balcony/deck.



Pool Area Rules:

1. Within the pool area, children under the age of fourteen (14) years of agee are to be accompanied by an adult, age eighteen years old or older, at all times. Children are to be supervised at all times. There is no lifeguard on duty.

2. All residents and homeowners are required to use their designated pool key and pool pass to access the pool area. 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, member, or an employee of the association. Climbing over the fence to gain access is strictly prohibited by anyone, and can result in the suspension of your pool privileges.

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 association property are not eligible to use the pool or other association amenities.

3. Each owner/tenant is entitled to bring no more than four (4) guests into the pool area at any time and must stay with guests while they are at the pool area. Unattended use of the association facilities by guests is prohibited. Each owner/tenant is responsible for any damage to the association property caused by themselves, their family members, or guests. Each owner/tenant that wishes to hold parties/events at the pool area that will exceed four guests must submit a written request to the Board of Directors and receive back proper authorization prior to allowing more than four persons to enter the pool area.

4. The association may allow lane runners for lap swimming in portions of the pool.

5. The pool hours are as follows:

Sunday-Thursday	6:00 a.m. to 10:00 p.m.
Friday-Saturday	6:00 a.m. to 11:00 p.m.

6. Profanity, screaming or abusive language is not allowed in any of the pool areas or any of the common area recreational facilities.

7. Use of radios, boom boxes, or other music equipment, without the use of headphones or another type of private listening device, is prohibited.



Pool Area Rules:

8. Glass containers or glass objects are prohibited in the pool areas.

9. Smoking is prohibited in all areas of the pool and recreation center facilities.

10. 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.

11. Diving, jumping into the pool, running, horseplay or other dangerous behavior is strictly prohibited at all times.

12. Rafts, surf boards, boogie boards, large flotation devices or any other swim toys are not allowed in the association pool or spa.

13. Proper swim wear is required at all times. Diapers are not permitted and young children who are not potty-trained are required to wear appropriate water-tight swimmers at all times.

14. When utilizing the BBQs, residents are responsible for cleaning up any mess or leftover food from the grill, countertop, and all other areas.

15 Residents are responsible for cleaning the tabletops after having food or drink. Please take some type of “wet wipes” to the pool area for cleaning.

16. Residents should be careful and use caution when using the BBQ. Fire can be dangerous and residents using the BBQ do so at their own risk.

17. Pool furniture is to be used on a first come, first served basis. Pool furniture may not be “reserved” or held until others arrive.

18. Use of the pool and other recreational facilities is a privilege and may be revoked by the Board of Directors if any owner, tenant or guest fails to adhere to the rules or unreasonably infringes upon other owner, tenant or guest rights or enjoyment of the facilities.



Parking Rules and Regulations:

Owners are responsible for assuring that their tenants and guests abide by the Parking Rules and Regulations.

Restricted vehicles include, but are not limited to, recreational vehicles, such as trailers, boats, motor homes, etc. These vehicles may be parked wholly within an owner's garage, as long as the garage door can be closed and as determined appropriate by the Board of Directors and the City.

Prohibited vehicles include commercial vehicles such as buses or vans (designed to accommodate more than 10 people), trailers, inoperable vehicles, vehicles with more than two axles, aircraft, or any vehicle deemed a nuisance by the Board. Vehicles may be parked nowhere within the association property, except for brief periods for loading, unloading, making deliveries, or performing emergency repairs. If a vehicle in any way qualifies as a prohibited vehicle (i.e., it is both a prohibited vehicle and an authorized vehicle or a restricted vehicle and a prohibited vehicle) then the vehicle is to be treated as a prohibited vehicle. Prohibited vehicles may only be parked within an owners enclosed garage, with the garage door closed.

Garages are to be utilized for parking two vehicles and at no time shall any items be stored within a garage that would keep it from accommodating two vehicles.

Parking is not permitted within 15 feet of any fire hydrant, in front of trash dumpster enclosures, or in front of garages.

Homeowners or residents are not permitted to park in the guest parking areas except for brief periods to accommodate delivery of items, or for moving in or out of the community. Otherwise, guest parking is available to guests properly displaying a Guest Parking tag, on a first come, first served basis. Guest's vehicles may not be parked in guest parking for a period greater than 12 continuous hours, and no more than a total of 72 hours (3 days) in a 30 day period.

Signs or advertising on any vehicle must be removed when parked in any association guest parking space.



8. Repairing any type of vehicle is prohibited on any portion of the property, including within an owners garage, except for emergency repairs, only to the extent necessary to enable the vehicle to be moved to an appropriate repair facility.

9. Please refer to the association's CC&Rs for further restrictions.

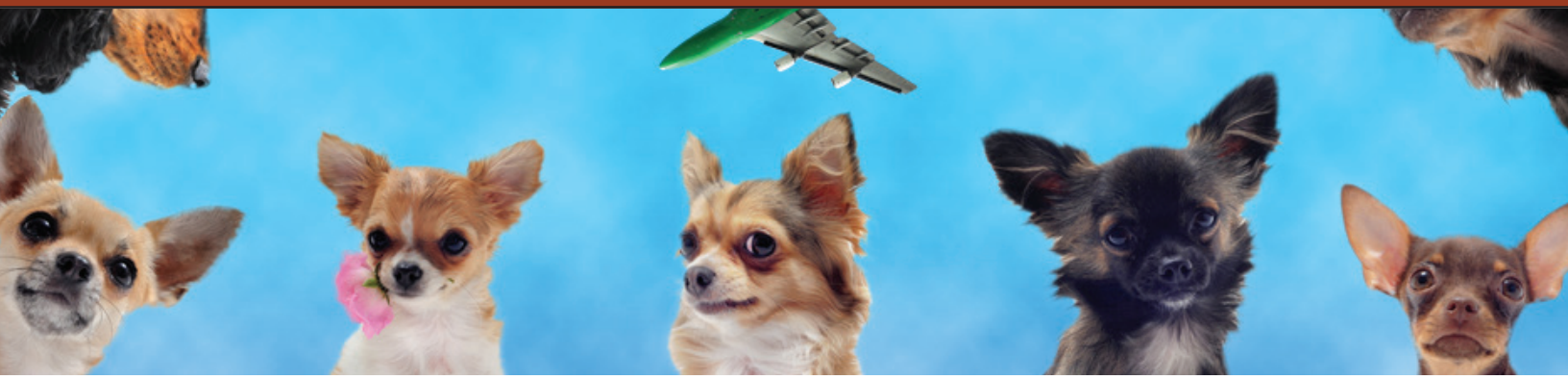
Guest Parking Rules and Regulation:

Any vehicle parked in a guest parking space during the day or night, including the guest spaces at Rosa Torrez Park at the end of First Street, MUST display a Guest Parking hanging tag at all times, or the vehicle will be subject to towing and impound at the vehicle owner expense.

When you have a visitor/guest that will be parking in the Guest Parking space, please give them one of the Guest Tags to hang on their rear view mirror, with the tag number facing outward so it may be seen by the Patrol Company. Guests may park their vehicles in a Guest Parking space for a period of no more than twelve (12) continuous hours and no more than a total of seventy two (72) hours in a thirty (30) day period.

Residents are required to park their vehicle(s) in their garage and are prohibited from parking in the open guest parking spaces. Residents that park their vehicles in the guest spaces will have their vehicles ticketed, towed and impounded at their expense.

Thank you for your cooperation and continued support of your community. Should you have questions regarding the Parking Enforcement Program, please contact Evelyn Kahn at CMS at (909)399-3103 extension 362 or evelyn@cmsmgmt.com.



Pet Rules:

Residents may not have more than a total of two (2) domestic pets.

Residents are responsible for any damage to the common areas caused by their pets which include damage to the interior grass courtyards and grass area in front of the pool by allowing dogs to use the grass as a potty area. Dogs must use the grassy area at the curb. Residents may be assessed and/or penalized by the Board of Directors.

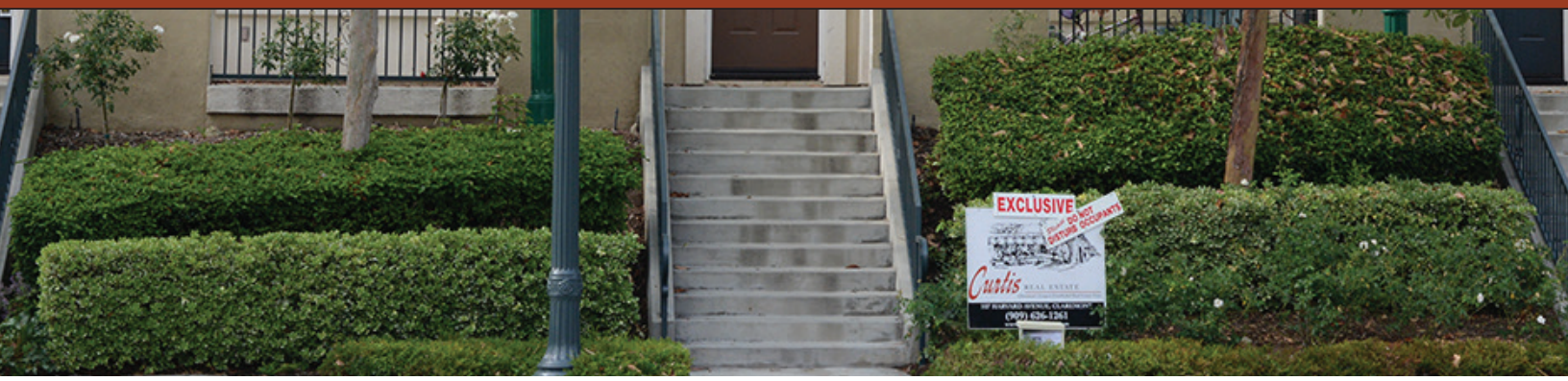
Pets are to be confined to units and must be on a leash at all times when in the common areas.

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.

Cats or other small pets are not permitted to roam in the common area.

The corporation, upon a 2/3rds vote of the Board of Directors, may prohibit any specific animal which constitutes a nuisance to any person within the properties.

The board shall have the right to prohibit specific breeds of animals (e.g., pit bulls) where the presence of such animals on association property has an adverse impact on the enjoyment of community and/or any common expense of the association, including, but not limited to, expenses related to insurance.



Signs (For Sale or Lease):

1. One (1) sign advertising the condominium for sale or lease is permitted.

2. No hangman type signs are permitted.

3. The sign may not be larger than eighteen inches (18”) by thirty inches (30”) in size.

4. The sign should be attached to the ground by a conventional, single vertical stake that does not exceed two inches (2”) by three inches (3”) in diameter
and the top of the sign may not be more than three feet (3’) in height above the ground level.

Signs (Security):

1. Homeowners are permitted one (1) sign advising of the existence of security protecting their home provided the sign complies with all neighborhood rules.

2. The sign must be placed in your exclusive use common area and cannot be attached to the exterior of the building or placed in the common area.

Signs (General):

1. No other signs are permitted in the common area without prior approval from the Architectural Review Committee (ARC).

2. The Declarant is excluded from all sign rules.

General Rules and Regulations:

1. All window coverings must be of a neutral color harmonious with and which will not conflict with the color scheme of the exterior wall surface of the condominium.

2. Windows must have appropriate permanent coverings within sixty (60) days of close of escrow. Foil, wood, newspaper, sheets or any other contrasting material are prohibited from being used as window coverings at any time.

3. All improvements to homeowner exclusive use area must be approved by the ARC in writing prior to commencement of said project. Exterior additions or alterations to any condominium are not permitted.

4. 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.

5. Waterbeds are not allowable in any portion of the project.

6. No business (other than as permitted below), commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any condominium 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:

(a) There is no external evidence of the activity or business.
(b)The activity or business is conducted in conformance with all applicable government ordinances.
(c)The business or activity does not increase the liability or casualty insurance obligation or premium of the corporation.
(d)The activity or business is consistent with the residential character of the project and otherwise conforms with the corporation governing documents.

Violation and Fine Procedure:

1. The Board of Directors will 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. If the violation is still not resolved, a “Notice of Hearing” will be sent to the homeowner and will request an 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 that the violation has not been corrected, the Board of Directors may impose a fine and/or seek legal relief.

5. The fine schedule is as follows:

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

*Please note: Special assessments may be imposed for specific violations outlined in the association Governing Documents.

Reporting Violations:

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

Finally, 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.

Effective: October 1, 2014 Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the CC&R's and the California Civil Code to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent, and effective manner. Therefore, pursuant to the CC&R's and Civil Code, the following are the Association's assessment collection practices and policies:

Assessments:

1. Regular monthly assessments are due and payable on the 1st day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.

2. All other assessments, including Special Assessments, Reimbursement Assessments, Reconstruction Assessments, and Capital Improvement Assessments are due and payable on the date specified by the Board in the notice of assessment.

3. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.

Delinquent:

4. Unpaid assessments are delinquent 15 days after they are due.

5. A late charge of $20.00 will be charged for any assessment that is not received on or before the 15th day of the month, prior to the close of business. Once a delinquency occurs, the Association may enforce the collection by any or all means permitted by law, including without limitation pursuing a personal judgment in a court of law and/or foreclosing an assessment lien.

6. Interest on the balance due will accrue at the rate of 12 percent per annum commencing thirty (30) days after each assessment becomes due.

7. When an assessment becomes more than 60 days past due, the Association will send a pre-lien letter to the owner as required by Civil Code, by certified mail to the owner's address of record. The owner will be charged $100.00 for the pre-lien letter.

8. If the owner fails to pay the amounts set forth in the pre-lien letter within 30 days of the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. The owner will be charged a $295.00 fee for the lien. A copy of the lien will be sent to the owner at his/her address of record via certified mail within ten (10) days of recordation thereof. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law.

Foreclosure and Lawsuits:

9. If the balance due is not paid upon demand, the Association will take whatever action at law is deemed necessary, including an action to foreclose the assessment lien and/or for a money judgment, or a non-judicial foreclosure of the lien may be commenced.

10. The delinquent owner will be responsible for all costs of collection, including attorneys' fees, incurred by the Association to collect any delinquent sums.
monitoring fee.

11. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.

12. The Association will charge $25.00 to the owner for a returned item.

Payment Plan:

13. Any owner who is unable to pay assessments will be entitled to submit a written request for a payment plan to be considered by the Board of Directors. Payment plans are subject to a $10.00 monthly

14. The mailing address for overnight payment of assessments is:

Village Walk I Corporation
675 W. Foothill Boulevard
Suite #104, Claremont, CA 91711

General Guidelines:

1. You may not modify, alter, build or construct any improvements in your unit or exclusive use easement area until you have submitted plans and specifications and obtained approval from the association's Architectural Review Committee (ARC).

2. The ARC has 45 days to approve or deny any application. All approvals or denials must be in writing.

3. 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.

4. Any changes that might increase the structural load must be submitted to a structural engineer and approved by the ARC. These items include, but are not limited to, flooring changes (e.g. ceramic tile, marble, granite, hard wood, etc.) and the addition of items such as pool tables, pianos and aquariums, etc.

5. Views are not protected.

6. Screen doors are permitted, but must be approved prior to installation.

7. Refer to the CC&Rs for more detailed descriptions on items that require approval.

8. There shall be no structural alteration, modification or construction to the exterior of the condominium unit, fence or other structure whatsoever in the project without the prior written approval of the Board of Directors or the designated Architectural Review Committee.

Fees and Deposits:

1. If the ARC needs to retain an outside consultant, all fees, costs and expenses associated with the consultant and application will be borne by the applicant. Additional deposits for certain types of improvements may be required 30 days in advance.

Plan Submittal and Re-Submittal:

1. Three (3) sets of plans, specifications, drawings, and other pertinent information must be submitted with the “Application for Architectural Approval” at least 60 days in advance of the anticipated start of the project.

2. All technical and engineering matters are the responsibility of the owner.

3. 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 changes are substantial.

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 sprinklers, it is permissible to cover the detectors or sprinklers with plastic only, but it must be removed at the end of the day.

Flooring:

Floors: All changes to hard surface floors such as addition of tile, hardwood, stone, etc. must provide code compliant sound control properties for both airborne and impact sound insulation. Hard surface materials on second or third floors would require installation of an acoustic mat or underlayment.

No modification shall be made to the floor coverings installed by the builder to second or third floor units located over living spaces of another residence without ARC approval.

The ARC may require a sound engineer to evaluate a request for flooring changes. This expense is the sole responsibility of the applicant.

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.

Deadline to Improve Unfinished Exclusive Use Corporation Property Areas

Adopted October 1, 2008

Units within the community, with attached Exclusive Use Corporation Property areas unfinished by the Developer, are required to complete the installation of landscape and/or hardscape improvements within the unfinished area. Improvements to the unfinished Exclusive Use Corporation Property must be completed within **six-months of the Close of Escrow**. Owners who have purchased a unit from a prior owner, who failed to complete the installation of the stated improvements, are required to complete said installation.

Prior to making any exterior modifications, the owner of the unit must submit detailed plans of the proposed improvements for review by the Architectural Review Committee. Approval of the plans does not waive, or constitute, or reflect compliance with any federal, state or local law, ordinance or code. Approval of plans and specifications is not an authorization to complete improvements on any area other than the area reviewed by the Architectural Review Committee. If permits are required, the owner is responsible for obtaining such permits.

Inspections:

The association management, Board of Directors, ARC members and/or agent may periodically inspect construction work to ensure compliance with the requirements of the ARC, the contractor procedures and governmental agencies. Work may be stopped ("red-tagged") by the city, Air Quality Management District (AQMD) or California Occupational Safety and heath Administration Cal (OSHA).

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

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 contracts have adequate general liability insurance, workers' compensation insurance and vehicle liability insurance.

Supervision:

The owner must supply supervision for any major renovation.

Tools and Equipment:

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

Hours of Construction *(Declarant is excluded):

Monday - Friday: Access to building is 7:30 a.m. and work may begin at 8:00 a.m.
Saturday: Access to building is 8:30 a.m. and work may begin at 9:00 a.m.
Sunday: Noisy work is prohibited.

*Painters not disturbing others with noise have no stopping time. Noisy work must stop daily at 6:00 p.m.

Satellite Dish Installation Restrictions

Adopted January 17, 2008

Exclusive Use Corporation Property No "Authorized Antenna," as defined in Article IX, Section 16 of the Village Walk I Corporation Declaration of Covenant, Conditions and Restrictions, may be installed in any Exclusive Use Corporation Property ***except*** by means of a tripod within the balcony of the unit. The "Authorized Antenna" must be mounted on a tripod and the tripod must stand on the floor of the balcony. Neither the "Authorized Antenna," nor the tripod, may be attached to any surface of the balcony including, but not limited to, any railing, wall, ceiling, vertical or horizontal surface, or any other area of the balcony.

Common Area and Corporation Property No "Authorized Antenna," as defined in Article IX, Section 16 of the Village Walk I Corporation Declaration of covenant, Conditions and Restrictions, may be installed in the Common Area, or on Corporation Property, except for the following locations: **the exterior vertical wood fascia of the roof at the rear of the homeowner's unit, or the exposed rafters underlying the roof at the rear of the homeowner's unit.** The cables of the "Authorized Antenna" must not hang from the fascia or the rafters. The cables must be attached beneath the wood eaves of the roof and installed into the unit without piercing the stucco of the building. No "Authorized Antenna" may be installed on any other exterior surface of any building of Village Walk I Corporation including but not limited to, stucco, roofs, chimneys, and any horizontal or vertical surface.

Loft Buildings No "Authorized Antenna," as defined in Article IX, Section 16 of the Village Walk I Corporation Declaration of Covenant, Conditions and Restrictions, may be installed on any Loft Building, except for the following location: **the builder installed wooden satellite dish mounting pads located on the interior of the vertical perimeter surface of the roof.** The Loft Buildings are those buildings which have flat roofs with roof access hatches located in the interior stairwells of the building.