



# Community Handbook

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# Tesoro Walk Corporation

## Table of Contents

Welcome Letter.....	Page 3
<b><u>Rules and Regulations</u></b>	
Commercial Activity.....	Page 4
Deck Guidelines.....	Page 5
General Guidelines.....	Page 5-6
Holiday Decoration Guidelines.....	Page 6-7
Pet Guidelines.....	Page 7
Clubhouse Rental Guidelines.....	Page 8
Exercise Facility Guidelines.....	Page 9
Pool and Spa, Barbecue Area Guidelines.....	Page 10 -11
Parking Guidelines.....	Page 12
Rental of Residential Units.....	Page 13
Satellite/Antennae Restrictions.....	Page 13-14
Signs.....	Page 14
Violation, Fine Procedure and Violation Reporting.....	Page 15-16
<b><u>Architectural Guidelines</u></b>	
General Guidelines and Procedures.....	Page 17-18
Architectural Application.....	Page 19
Satellite Dish Policy.....	Page 20
Notification Form.....	Page 21
<b><u>Additional Items</u></b>	
Violation Report Form.....	Page 22
Neighbor to Neighbor Dispute Policy.....	Page 23
Policy Statement of Open Forum and Board Meeting Conduct.....	Page 24
Authorization for ACH Debit Form.....	Page 25
Association Collection Policy.....	Page 26-27

# Tesoro Walk Corporation Association Rules

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## **Introduction:**

The Community Guidelines established for Tesoro Walk 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, your tenants and guests must observe at Tesoro Walk.

## **Commercial Activity:**

No business, 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:

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 Condominium Unit;
6. The activity or business is consistent with the residential character of the project and otherwise conforms to the corporation's Governing Documents.

## **Deck Guidelines:**

1. Residents must maintain their Deck area in a neat and attractive manner.
2. Clothes, rugs or any other type of similar material may not be hung on decks or railings. Drying or laundering of clothes or any other items is not permitted on any deck area or Association property.
3. Decks may not be used for storage of any kind.
4. Bicycles, toys and exercise equipment shall not be stored on decks.
5. Residents may not interfere with the drainage pattern on the decks.
6. 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.
7. No charcoal BBQs are permitted on the deck area, gas BBQs only.
8. Pets may not be left unattended on the deck.
9. The Board and ARC reserve the right to restrict any item from being placed on the deck.
10. The Architectural Review Committee (ARC) must approve, in advance, any floor covering to be installed on decks or patios.
11. No improvement shall be nailed, bolted, or otherwise attached to the floor, walls or any other portion of the exclusive use Deck/Patio area.
12. Except as provided by law (e.g., the United States flag), hanging screens, banners, and any other accouterment (other than plants), which may be visible from any other Residential Units or the Common Property, are not permitted in the exclusive use Deck/Patio area.
13. As set forth in the Declaration, the Board and Architectural Review Committee ("ARC") reserve the right to restrict any item from being placed on the Deck/Patio which is within the view of other homeowners and which the ARC deems to be unattractive.

## **General Guidelines:**

1. You may not modify, alter, build or construct any improvements in your unit or exclusive use area until you have submitted plans and specifications and obtained approval from the Association's Architectural Review Committee.
2. Homeowners are required to submit the Architectural Request Form to the Association prior to commencing work. Please refer to the Architectural Guidelines.

3. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property, except in sanitary containers located in appropriate areas screened and concealed from view. All Trash containers must be stored out of sight except for the day of pickup and may not be placed out before 6:00 p.m. the night prior to pickup and must be removed from the sidewalk or street by midnight the day of collection.
4. No clothing or household fabrics shall be hung, aired or dried. Clotheslines are not permissible.
5. Window coverings must be of a conventional variety, 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. *Homeowners are permitted to utilize temporary window coverings, specifically white or neutral colored sheets, for a maximum of sixty (60) days after close of escrow.*
6. Water Beds are not permitted.
7. 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.
8. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residence.
9. All improvements to homeowner's 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.
10. When work is being performed in an individual's Condominium Unit 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 Condominium Unit owner. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the Condominium Unit owner will be assessed cleanup costs as determined by the Board of Directors.

### **Holiday Decorations Guidelines:**

1. 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, 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 one month prior to the holiday and must be removed within 15 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15th of each year.

4. Wreaths or other similar types of decorations may be placed on front doors with non penetrating wreath holders and remain as long as they are attractive and in good condition.
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. Any decorations placed on railings or other similar areas should be placed with care and should not cause damage.
7. Decorations are not permitted on any portion of the stucco or the roof area.
8. Homeowners should be considerate of neighbors when decorating for holidays.

### **Pet Guidelines:**

1. Pets are to be confined to units and must be on a leash at all times when in the common areas.
2. Residents may not have more than two (2) pets excluding fish.
3. 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.
4. Pet owners must pick up after their pets on all community property including, but not limited to streets and landscape. Any resident not complying with this provision may be subject to special assessments.
5. Cats or other small pets are not permitted to roam in the common area.
6. Animals may not be raised, bred or kept for any commercial purposes.
7. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a nuisance to other owners.

# Tesoro Walk Clubhouse Rental Agreement

The undersigned renter agrees to abide by this agreement for the use of the Tesoro Walk Clubhouse. Fees are as follows; \$75.00 rental fee, \$300.00 refundable security deposit and an additional \$75.00 refundable deposit to insure the clubhouse is cleaned and returned to its original condition immediately following the use of the clubhouse. If not, the renter will forfeit the refundable deposit of \$75.00 and incur a 30 day suspension of clubhouse usage. If there is any damage, breakage or missing items that exceeds the refundable deposit of \$375.00, the renter agrees to pay the costs for repairs or replacement.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Date Request Received: \_\_\_\_\_

Date of Rental: \_\_\_\_\_ Hours Needed: \_\_\_\_\_ # of Guests: \_\_\_\_\_

Renter's Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_ Key Card #: \_\_\_\_\_

Renter's Telephone: \_\_\_\_\_ Alternate Telephone: \_\_\_\_\_

## Rules and Regulations:

- The owner who reserves the clubhouse MUST sign the rental agreement and write two separate checks in the amount of \$75.00 (nonrefundable) and \$375.00 (security deposit).
- If damage is greater than \$375.00, the Board has the power to assess the owner who had rented the clubhouse.
- Only homeowners may sign the rental agreement.
- The homeowner who made the reservation is solely responsible for all their guests at the function. Any damages or acts of malicious mischief perpetrated by a guest are the responsibility of the homeowner.
- Alcohol is only to be served to people over 21 years of age.
- No smoking is permitted in the clubhouse.
- Guest attending your function must park outside the community.
- Rental of the clubhouse does not include the use of the pool, spa, barbeque, or other recreation areas.
- Patio furniture may not be used or brought into the clubhouse.
- Noise from any events given in the clubhouse is to be kept to a minimum.
- Decorations are permitted in the clubhouse (balloons & banners) if they do not cause damage to the property. Nails, tacks, pins or tape that will peel off the paint are not to be used in putting up the decorations.
- Live music and Disc Jockeys are not permitted.
- Lights, microwave and all other appliances need to be turned off before leaving.
- Refrigerator and freezer need to be left empty and clean.
- Maximum occupancy 50 people.
- All events, **including cleanup** must end by 10:00 pm (Sunday-Thursday) and 11:00 pm (Friday and Saturday).

*Please send application and payments to:*

**Tesoro Walk Homeowners Association**

c/o Property Management Professionals, LLC

27220 Turnberry Lane, Suite 150, Valencia, CA 91355

661-295-1400 / Fax: 661-295-1553 / [customerservice@pmprollc.com](mailto:customerservice@pmprollc.com)

# Tesoro Walk Corporation

## Exercise Facility Rules

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1. Hours of the Exercise Facility are daily, 6:00 a.m. to 10:00 p.m.
2. Children under the age of sixteen (16) years of age are to be accompanied by an adult, age eighteen (18) years old or older, at all times.
3. All residents and homeowners are required to use their access card/key to access the exercise room. By using the Association's exercise room, the resident agrees to provide identification and proof of residency if asked by an Association representative or an employee of the Association.
4. All residents, owners and their guests agree to use the exercise facility at their own risk. The Tesoro Walk Corporation and the Management Company are not responsible for any injury due to the misuse of any equipment.
5. Owners may assign their rights to use the exercise room and other common area facilities to tenants, who are renting the property. However, an owner, who has assigned their rights to a tenant, and does not otherwise reside in the property, is not eligible to use the exercise room or other association amenities.
6. Each member is entitled to bring no more than two (2) guests into the exercise room at any time. Members must stay with guests while they are using the exercise room. Unattended use of the Association's facilities by guests is prohibited.
7. Appropriate clothing is to be worn when entering and using the association's exercise room. This includes proper shoes (sandals and open toed shoes are not allowed) and proper clothing (wet swimming suits or trunks are *not* allowed).
8. Towels are to be carried at all times and any body fluids should be wiped up off of equipment following use.
9. Weights and other equipment are to be returned to racks or other appropriate location following use.
10. No dropping or clanking of weights or horseplay is permitted in the exercise room at any time.
11. Each member must utilize head phones when listening to music. Radios and the like are not permitted. All radio, cassette or CD players must be battery operated.
12. Equipment malfunction or request for repair must be reported to the management company immediately.
13. Any damage caused by an owner, their resident or guest is the responsibility of that owner and the owner will be billed accordingly for the repair or replacement of the damaged equipment.
14. Maximum occupancy may not exceed the amount noted on the posted occupancy sign.

Revisions adopted January 24, 2008 (hours of operation)



# Tesoro Walk Corporation

## Pool Area Rules

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1. There is *no* lifeguard on duty at the pool/spa area. Therefore, residents and their guests use the pool and spa at **THEIR OWN RISK**. Residents under the age of sixteen (16) years old are to be accompanied by an adult, age eighteen (18) years old or older, at all times. Those under sixteen (16) years old are to be supervised at all times.
2. All residents and homeowners are required to use their pool keys 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, an owner, who has assigned their rights to a tenant, and does not otherwise reside in the property, is 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. 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 the pool area 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.
8. Glass containers or glass objects are prohibited in the pool area.
9. Large or potentially dangerous objects are not allowed in the pool area.
10. Smoking is prohibited in the pool/spa area or 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. Conduct that is unsafe, unhealthy or otherwise offensive to other residents is prohibited.
13. Large flotation devices, rafts, surf boards, boogie boards or any other swim toys or equipment are not allowed in the association pool.

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. No child under the age of three (3) is allowed in the spa.
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. Do not remove furniture from the pool/spa area. Furniture is not to be placed in the pool/spa.
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.
17. Animals are not permitted in or around the pool/spa area at any time, nor may they be tethered to the fence, bushes or stakes.
18. California law requires that the pool gates must be latched at all times when not passing through. Do not prop gates open even for a short time, or cause the lock on the door to stay open.
19. Personal or portable barbecues are not allowed in the pool/spa area. Food may be eaten in the pool area, but not in the pool or spa.
20. Association provided barbecues are available for use on a first come first serve basis. When utilizing these barbecues homeowners and guests are responsible for cleaning up any mess or left over food from the grill and countertop areas and ensuring the barbecues are turned off when leaving the barbecue area. Residents should be careful and use caution when using the barbecue. Fire can be dangerous and anyone using the barbecue does so at their own risk.
21. All trash must be picked up and properly disposed of. Residents and their guests shall maintain cleanliness in the pool/spa area.
22. When using tanning oils/lotions, a towel must be placed over the furniture.
23. Residents and guests must use the pool showers before entering the pool or spa.
24. At the direction of Association Staff, the Association may enforce regular pool/spa "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.
25. Persons intoxicated or under the influence of drugs (prescribed or otherwise) are not allowed in the pool/spa or the enclosure.
26. Tesoro Walk Corporation nor the management company are responsible for loss or damaged to any personal property.

## **Parking Guidelines:**

1. Owners are responsible for assuring that their guests abide by the parking restrictions.
2. Owners may not park, keep or store on any part of the street (public or private) or driveway, if applicable, any Prohibited Vehicle, except for brief periods for loading, unloading, making deliveries or emergency repairs. Prohibited vehicles are defined as the following:
  - a. Commercial type vehicles (e.g. stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines);
  - b. Buses or vans designed to accommodate more than ten (10) people, Vehicles having more than two (2) axels;
  - c. Trailers, Aircraft, Boats;
  - d. Inoperable vehicles or parts of vehicles;
  - e. Any vehicle deemed a nuisance by the Board of Directors, any other vehicles not classified as an authorized vehicle (defined per section 12.C of the CC&Rs).If a vehicle classifies as both a Restricted and a Prohibited Vehicle, it will be classified as a Prohibited Vehicle, unless expressly classified as a Restricted Vehicle, in writing, by the Board of Directors.
3. Homeowners may park Restricted Vehicles, as defined in Article IX, Section 12 (b) of the CC&Rs, provided the vehicle is parked wholly within an Owner's garage.
4. Garages should be utilized and maintained in such a way as to accommodate the number of vehicles for which it was intended and shall not be used for storage.
5. Homeowners are not permitted to park in the parking stalls located within the community. Such stalls are for guests only.
6. Guest vehicles may park overnight in the community in excess of two (2) nights, up to two weeks (14 days) with permission from the Association's Parking Committee. The Owner/resident will need to contact the Property Management Company and provide the Following vehicle information: (make, model, year, color, license plate #, duration of stay & unit vehicle associated with.) Property Management will notify the Association's Parking Committee and the vehicle will be safe listed with the Security Company and may park in any open guest parking space during that period of time.
7. No repair, maintenance or restoration of any vehicle may be conducted in the Community except for emergency purposes in which case it must be in an enclosed garage when the garage door is closed and only until such time as the vehicle is enabled to be moved to a proper repair facility.
8. Garages are to remain closed except for entry to and exit from the garage.
9. Parking in areas designated as "fire lanes" is prohibited at all times. Please refer to Exhibit E for the areas that are "No Parking". Vehicles parked in violation area subject to immediate tow away with no notice.
10. No owner may have more than two (2) vehicles within the project, except as may otherwise be determined by the Board.
11. Please refer to the Association's CC&Rs Article IX, Section 12 for further restrictions.

### **Rental of Residential Unit:**

An Owner shall be entitled to rent the Owner's entire Residential 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 Condominiums 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. 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.
4. 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, specifically on your patio or deck area on a free standing pole.
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 are 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 its 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) days 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. One (1) sign advertising the home for sale or lease is permitted provided the sign complies with the following restrictions:
  - a. The sign may not be larger than eighteen inches (18") by thirty inches (30") in size.
  - b. The sign must be attached to the ground by a conventional, single vertical stake which does not exceed two inches (2") by three inches (3") in diameter. Posts, pillars or hang man type signs are not permitted.
  - c. The top of the sign is not more than three feet (3') in height above ground level
2. Open House signs are permitted provided there are no more than three (3) and may not exceed four (4) square feet in area and three (3) feet in height. These signs may be used for directional purposes provided they are located a minimum of three (3) feet from the sidewalk or ten (10) feet from the curb or edge or pavement where no sidewalk exists. Open house signs must be removed at the end of each day they are posted.
3. After a property has closed escrow, the sign must be removed within fifteen (15) days.
4. The color and design of the sign may be subject to review by the Architectural Review Committee.
5. One (1) address sign is permitted per home.
6. One (1) sign is permitted advising of the existence of security services protecting a home.
7. Declarant is exempt from all signage rules.

# Tesoro Walk Corporation

## Violation and Fine Procedure

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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 fine 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.

\*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.

# **Tesoro Walk Corporation**

## **Architectural Guidelines**

### **General Guidelines:**

1. You may not modify, alter, build or construct any improvements in your unit or exclusive use 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 items such as pool tables, pianos and aquariums, etc.
5. Waters beds are prohibited.
6. Homeowners may not construct, build, landscape or otherwise improve upon the Limited Use Areas described in the CC&Rs).
7. Screen doors may be permitted, but must be approved prior to installation.
8. Refer to the CC&Rs for more detailed descriptions on items that require approval.
9. 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:**

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 "Architectural Application" 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 sprinkler, it is permissible to cover the detector or sprinkler with plastic only, but it must be removed at the end of the day.

## **Liability:**

Any damage resulting from work being performed to 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.

## **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.

## **Sound Attenuation:**

- a. 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.
- b. Homeowners may not take any actions that may interfere with the structural noise mitigation improvements installed in the residents, including, but not limited to:
  - a. Puncturing, piercing or otherwise altering any walls shared with another residence.
  - b. Installing any sound system, stereo speakers or other entertainment system on any walls or ceiling of an attached residence.
  - c. Installing any tile or other hard surface flooring on the upper levels of any attached residence without the prior written approval of the Architectural Committee or Board.
- c. To minimize the noise transmission from a Residential Unit, each Owner shall adhere to the following:
  - a. On all party walls (walls shared with another residence), acoustical sealant shall be packed around the point of penetration of all pictures and other decorative items hung from the wall that require nailing or screwing.
  - b. Speakers for music reproduction and television shall be elevated from the floor by a proper acoustic platform.
  - c. Pianos shall have at least 1/2 inch neoprene pads under the supports to minimize vibration transmission into the structure. All furniture shall contain rubber castors or felt pads.

**Tesoro Walk Corporation**  
**ARCHITECTURAL APPLICATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Lot: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

**I. Proposed Project Information**

Describe the proposed improvement in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. Neighbor Advisement**

The ARC has determined that it is in your best interest to advise your neighbors of any proposed improvement to your property and request that you have your adjacent neighbors sign where indicated below.

A. \_\_\_\_\_  
Name

B. \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\*\*\*\*\*

**Architectural Review Committee Use Only**

APPROVED       APPROVED WITH CONDITIONS       NOT APPROVED

Conditions of Approval/Reason for Denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Tesoro Walk Corporation

## Adopted Satellite Dish Policy

The Board of Directors of the Tesoro Walk Corporation recognizes a homeowner's right to install a satellite or other antennae to receive video-programming services. To accommodate the rules of the FCC as well as the Board's intention to maintain an aesthetically pleasing community, the following policy and guidelines are hereby adopted:

a. **Dishes:** Satellite dishes and antennae that are designed to receive video programming services are allowed within Tesoro Walk Corporation so long as such antennae and satellite are (i) one meter or less in diameter, (ii) installed in the least visually obtrusive portion of the common area where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (iii) the installation does not allow exposed cables/wires to be run along the outside of the building. **No building penetrations (to the roof or stucco) will be permitted. The Board directs all homeowners to mount all satellite dishes on the fascia boards under the eaves of the building in an area less visible from the common area.**

b. **Broadcast Antennae:** Antennae designed to receive television broadcast signals may be installed in the common area so long as (i) an acceptable quality signal cannot be received via an indoor antennae (e.g., an antennae mounted in the unit, "rabbit ears," etc.), (ii) the antennae used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (iii) the antennae is installed in the least visually obtrusive portion of the common area where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive. It is the Board's intent to have all television antennae mounted within the confines of a homeowner's unit and not visible from common or neighboring property. The restrictions listed under the "dishes" category with regard to exterior cables/wires, and no building penetrations apply to antennae as well.

c. **Notification:** Approval from the Architectural Committee prior to installing a satellite dish or television antennae is not needed. However, after installing an outdoor antennae or satellite dish pursuant to Paragraph (a) or (b) above, the owner must complete and submit a Notification form to the Association.

Adopted June 23, 2006

# Tesoro Walk Corporation

## Notification Form Installation of Satellite Dish or Television Antennae

Please complete this form within five (5) days after installation

Name of Homeowner: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Make and Model of Satellite Dish or Television Antennae:  
\_\_\_\_\_

Date of installation: \_\_\_\_\_

Name of installation company: \_\_\_\_\_

# Tesoro Walk Corporation

## Violation Report Form

### Violation information

Please provide the name (if known) and address of the unit where the 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 place?

\_\_\_\_\_  
\_\_\_\_\_

### Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then signatures of homeowners representing two separate lots, within the community, may be required to initiate the Association's violation procedure.

1) Homeowner name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

2) Homeowner name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

## **TESORO WALK CORPORATION NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the Tesoro Walk Corporation on June 23, 2006. 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 Brookside Walk Corporation 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 Lot Owner against another Lot 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**

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
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**

## **TESORO WALK CORPORATION POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT**

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), we've set aside a period of time at the beginning of each Board meeting (called Open Forum), and if time permits, will have a similar forum at the end of each meeting.

The Open Forum at the beginning of the meeting can address topics on the agenda, or those which may become future agenda items. If you want your concerns known on an agenda item before the Board takes action, the Open Forum is the place for you to express an opinion.

### **The procedure for Open Forum is simple:**

1. Raise your hand to be recognized by the President of the Board.
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.





# TESORO WALK CORPORATION

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

**POLICY:** The previously adopted policy has been amended to comply with the California Civil Code effective June 1, 2006 regarding the payment and collection of Delinquent Assessments, Fees, Charges and Costs as follows:

**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.

**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 prelien 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.

# TESORO WALK CORPORATION

## Policy and Procedures for Collection of Delinquent Assessments (con't)

### PROCEDURE:

**Due Date:** Regular Monthly Assessments are due on the first (1st) 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) or 10%, whichever is greater, 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:**

A Prelien package and letter is sent to the homeowner by Certified Mail pursuant to California Civil Code 1367.1 informing them of their right to participate in dispute resolution under the association's "meet & confer" program and 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:**

Upon Board approval, 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.

#### **Preforeclosure:**

Upon Board approval, if the amount of the delinquent regular or special assessments exceeds \$1800.00 or the assessments are more than 12 months delinquent, the delinquent account is assigned to the Association's attorney to prepare an Intent to Foreclose letter to be sent to the delinquent homeowner advising that the attorney shall initiate foreclosure upon the assessment lien unless full payment is received with fifteen (15) days. This letter shall also advise the delinquent homeowner of their right to participate in dispute resolution under the association's "meet and confer" program or by alternative dispute resolution.

#### **Foreclosure:**

If not paid at the expiration of the fifteen (15) day period, the attorney shall commence a non-judicial foreclosure of the assessment lien by recording a Notice of Default and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 for the foreclosure of deeds of trust.

In lieu of proceeding with the foreclosure of the assessment lien, the Board may elect to proceed with a judicial suit for collection of the delinquency.