

**San Lorenzo  
Community Association**

**At Vista Del Verde**

**Community Handbook**

**Latest Revision or Update: March 2024**

## Notice of Changes

1. Revision August 2022 -Association Water Intrusion Policy Added
2. Revision November 2023 – Association Architectural Application and Design Review Guidelines pages refreshed for type face, layout, and form improvement.
3. Revision January 2024 – Association Parking Policy Rules & Vehicle Registration Form
4. Revision March 2024 – Reset Pagination on Handbook pages, inserted updated and adopted policies, corrected typographical errors, and updated addresses and telephone numbers as needed.



2018 version information remains in Times New Roman Type Face  
Subsequent Adopted Changes are in Aptos Type Face

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*Revised and Updated – March 2024*

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# San Lorenzo Community Association

## Introduction to the Community Handbook

The San Lorenzo Community Association is a community of 174 owner-members living in a condominium community in the Vista Del Verde Master Planned Community in Yorba Linda. If you are new to association living, we recommend you review the publications “***Living In A California Common Interest Development***” and “***Community Association Living - An Essential Guide for Homeowner Leaders***.” Both have links from our Educational Information website page at <http://myhoa.com/sanlorenzo/education.htm>

The condominium association is a California nonprofit corporation managed by an elected board of directors with a community management company – StoneKastle Community Management -- conducting the day-to-day affairs of the Association. All Unit owner/ Association members are invited to the monthly board meetings held in the community clubhouse. Meeting schedules are posted on message boards by the community mailboxes and emailed to members.

Authority for the Association to operate, maintain, and sustain most components of the building infrastructure and amenities stems from the 1985 Davis-Stirling Common Interest Development Act (as amended). The builder developed Condominium Plans and the Covenants, Conditions, & Restrictions (CC&Rs) which were registered with the City and County. In addition to the CC&Rs, the board of directors is authorized to develop policies, procedures, and rules for the operation of the Association. These rules for the community may be found in this Handbook and on our documents page at [http://myhoa.com/sanlorenzo/documents\\_menu.htm](http://myhoa.com/sanlorenzo/documents_menu.htm)

Unlike a single-family home, the Association owns most of the physical building below the drywall surface. There are exceptions in the buildings and in outdoor areas that are unit owner exclusive use areas with the responsibility to maintain them. If you want to make any modifications to the interior or exterior of your Unit, a request must be submitted to the Association via the management company in writing (or email) for approval by the Architectural Design Review Committee. Plan 3 and 4 floor plans (upstairs condos) have limits on where hard surface flooring may be installed. The procedures and guidelines for modifications to units are located in the [Architectural Application and Design Review Guidelines](#) section of the Community Handbook found on our documents web page.

Our community has parking policies and rules. Authorized parking areas have been established in the CC&Rs, the general parking plan for the community and approved by the City of Yorba Linda and Orange County Fire Authority. Each owner has two deeded parking spaces in their garage, and these are expected to be used to park vehicles – not as a storage room. Plan 1, 3, and 4 models have an additional two deeded parking spaces on their driveway which are to be used before parking in marked parking spaces on the streets of the community. All street areas outside marked parking spaces are fire lanes and vehicles parked

there are subject to immediate towing.

The San Lorenzo Community Association carries a bare walls Master Condominium Association Insurance Policy. The information about the Association's insurance and Condo Unit Owner requirements to carry an HO6 Insurance Policy are available on our documents web page. Please provide a copy of the Association's [Water Intrusion Policy](#) to your personal HO6 insurance carrier. San Lorenzo does not carry Earthquake Insurance. 2021-2022 [Insurance Certificate, Policy Changes, Information, and definitions](#)  
2023-2024 [Certificate of Association Liability Insurance](#)

The landscaping outside Plans 2,3, & 4 front doors to the street is maintained by the Association. Residents are not permitted to plant anything in these landscape beds. The Plan 1 atrium is an exclusive use area maintained by the Plan 1 Unit owner. Plan 1 and 2 units have a backyard exclusive use area maintained by the unit owner. Architectural approval is required to make changes to these areas.

The Association's monthly assessment (not dues) is billed on the 1<sup>st</sup> of each month and considered late if not received by 5:00 PM on the 15<sup>th</sup> of each month. If you are setting up automatic payments, please schedule the payment at the beginning of the month to ensure your payment is received on time. Information about automatic payments is available in this Community Handbook.

Please review the Association [Covenants, Conditions, Restrictions & Reservation of Easements \(CC&Rs\)](#) and Community Handbook found on our documents web page at [http://myhoa.com/sanlorenzo/documents\\_menu.htm](http://myhoa.com/sanlorenzo/documents_menu.htm)

If you have any other questions or concerns, please contact StoneKastle Community Management Office, 22722 Old Canal Rd., Unit B, (in Savi Ranch) Yorba Linda, CA 92887  
Telephone: 714-395-5245

## San Lorenzo Community Association Statement of Purpose and Owner Obligations

The core purpose of the San Lorenzo Community Association is to operate, maintain, and sustain the infrastructure, components, and amenities of the community.

The Association has the duties and powers listed in the CC&Rs and also has the general and implied powers of a nonprofit mutual benefit corporation, generally to do all things that a corporation organized under the laws of the State of California may lawfully do which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of the owners, subject only to the limits on the exercise of such powers listed in the CC&Rs. Unless otherwise indicated in the Articles, Bylaws, this CC&Rs, or a Supplemental Declaration, the powers of the Association may be exercised by the Board of Directors.

Both unit owners as Association members and the Community Association as an organization have maintenance and inspection obligations in the units and across the 45 residential buildings and community clubhouse. 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 CC&Rs, 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 condominium 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.

## San Lorenzo Community Association Community Rules

### Introduction

The Community Rules established for San Lorenzo are intended to foster an environment of neighborliness, consideration and cooperation. All owners, residents and their guests are required to follow these Rules as a means of acting on behalf of the greater good of the community and its well-being. The Board has adopted these Rules, in addition to the provisions of the CC&Rs 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 rules you, your tenants and guests must observe at San Lorenzo.

### Animals

1. Animals are to be confined to units and must be on a leash at all times when in the common areas and may not be housed in the garage.
2. Residents may not have more than a total of two (2) dogs, cats, birds or other customary household pets.
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, the front and back of the buildings, adjacent 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. 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.
8. If a dog is determined to be a nuisance, the Association may require the owner to send the dog to obedience training and provide a certification of that training.
9. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, it constitutes a nuisance to other owners.

### Balcony/Deck Guidelines

1. Residents must maintain their 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/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 may not be used for storage of any kind.
4. All furniture must have protective leg caps to prevent damage to the deck surface.
5. Awnings, ornamental screens or sunshades are not permitted unless expressly approved by the DRC.
6. Bicycles, toys, surfboards and exercise equipment shall not be stored on balconies/patios/decks.
7. Residents may not interfere with the drainage pattern or alter the surface on the

- balconies/decks.
8. 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 materials that are 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/deck area and may not extend beyond the railings, fences or walls.
  9. Propane gas barbeques or portable electric barbeques are permitted. Residents may have up to one (1) BBQ stored on the balcony/deck, which must be covered when not in use and maintained in a neat and attractive condition.
  10. Outdoor patio heaters which are taller than three (3) feet in height may not be placed on patios or balconies that are covered by a patio extension or trellis, a roof or a second story balcony.
  11. Pets may not be left unattended on the balcony/deck areas. Any pet waste must be removed immediately and may not be permitted to accumulate.
  12. Owners must insure the drain on the balcony/deck remains free and clear of all debris and does not become clogged.
  13. No improvement shall be nailed, bolted, or otherwise attached to the floor, walls or any other portion of the exclusive use balcony/deck area.
  14. 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/deck area.
  15. No clothing or household fabrics shall be hung, aired or dried. Clotheslines are not permissible.
  16. The Board and DRC reserve the right to restrict any item from being placed on the balcony/deck.

### **General Guidelines**

1. All exterior alterations or structural changes and all condominium improvements must be approved by the DRC/Board in writing prior to commencement of said project. See Design Review Guidelines for further explanation.
2. Roller blades, skates, skateboards and the like shall not be used in any common areas.
3. 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. (Please refer to Nuisance Dispute Resolution Policy, pages 35-36)
4. When work is being performed in an individual's 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 unit owner. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the unit owner will be assessed cleanup costs as determined by the Board of Directors.
5. None of the fences within the Community can be changed, altered or removed.
6. No Solicitation and/or advertising of any product or services.
7. Garage Sales, sidewalk sales, and/or but not limited to homeowner public sales of any kind are prohibited



### **Holiday Decorations Guidelines**

6. Holiday decorations are permitted in your exclusive use area and common area immediately surrounding your residence. The common areas include: stairways, trees, bushes, shrubs, railings, gates and fences or other areas maintained by the Association, etc.
1. 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.
2. 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.
3. 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 or wooden gates may not be penetrated in any way.
4. Decorations are permitted on or around the garage doors or garage areas and driveways. However, the wood casings for the garages cannot be penetrated in any way.
5. Holiday signs and/or holiday icons may be placed in exclusive use area or common areas immediately surrounding your residence.
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.
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.

# San Lorenzo Community Association

## Parking Policy Rules

***Adopted January 2024***

Unless provided in these Parking Rules (“Rules”), capitalized terms used in these Rules shall have the same meanings as they are given in the CC&Rs.

1. Vehicles within the Community shall be licensed for use on public streets, even though the streets in San Lorenzo are private.
2. Vehicles within the Community shall display current registration tags and be insured.
3. Owners shall register with the Association all vehicles that will be parked in the community, including inside a resident’s garage, on the driveway, or on the street or other open parking space, including all vehicles of their tenant(s). The Owner shall complete the Homeowner Information Sheet and submit it to the Association. The Homeowner Information Sheet shall be completed at any new tenant move-in or other transfer of the Unit and/or as requested by the Association. A resident is responsible to promptly provide any vehicle change information to the Association, and the Association is not responsible for a resident’s failure to do so.
4. Garages shall be used for parking the number of Authorized Vehicles for which the garage was originally designed.
5. Garages shall be used for the parking of Authorized Vehicles and may only be used for storage of personal property. Notwithstanding the foregoing, garages may not be used for storage to the extent that such storage prevents the accommodation of a vehicle (i.e., 2-car garages must accommodate 2 vehicles). The Association reserves the right to perform garage inspections for compliance pursuant to its authority as set forth in Section 6.4.1 of the CC&Rs.
6. Vehicles may only be parked in garages, on driveways, on the street, or in open parking spaces. An open parking space is bordered on three sides by white lines. A vehicle must be wholly parked within one (1) parking space. The blocking of sidewalk ramps with a vehicle is prohibited and any such vehicle blocking a sidewalk ramp is subject to being towed and/or a fine imposed.
7. Restricted Vehicles are not permitted to be parked within the Community, except for brief periods of two (2) hours or less in any twenty-four (24) hour period during loading, unloading, or emergency repairs, and the Restricted Vehicle shall not block access to a Unit, driveway, street, parking space or walkway, and may not interfere with the normal use of the streets by other residents or guests. The driver of the Recreational Vehicle shall be available to immediately move the vehicle if it is blocking access.
8. Vehicle shall not be parked in alleys, except for brief periods of two (2) hours or less in any twenty-four (24) hour period during loading and/or unloading only.

9. Vehicles shall not be parked so as to block a garage, alley or access to any street, or in front of any driveway, in a red zone (fire lane), within 15 feet of a fire hydrant, or in any area that is not marked/outlined as an open parking space. Vehicles shall not be parked in front of garages, except for being parked wholly on the driveway.
10. No inoperable vehicles are allowed to be parked within the Community. Inoperable is defined as any vehicle that lacks any major part or equipment necessary to operate safely on the highways, is in a condition that precludes it from being driven (i.e., flat tire(s) or damaged), and/or registration is not current. Vehicles registered as “non-operable” with the DMV may not be parked or stored anywhere within the Community, including an owner’s enclosed garage if it prevents other vehicles from being parked therein.
11. No vehicle shall be parked in the same parking space for longer than 72 consecutive hours without prior written authorization from the Association, Parking Committee, or the Community Manager.
12. Car covers are permitted, so long as the vehicle’s license plate is still visible. Car covers shall be maintained in an attractive and clean condition.
13. No automobile repair work may be performed in the Association Property, parking spaces, or driveways, with the exception of emergency repairs to the extent necessary to move the vehicle to a proper repair facility. Vehicle repairs may only be carried on in a garage with the garage door closed.
14. A parking space shall not be used for the parking of more than one (1) Authorized Vehicle, except that a motorcycle may share a parking space with not more than one (1) other motorcycle.
15. No storage, construction materials, vehicle parts, etc. may be kept in a parking space. A parking space shall be used solely for the parking of an Authorized Vehicle.
16. Each Owner shall be responsible for ensuring that their guests, family members, invitees, and tenants comply with the restrictions and requirements set forth in the Governing Documents, including these Rules, and shall be responsible for any violations of same. Any vehicle parked in violation of the Governing Documents, including these Rules is subject to citation, fine, immediate towing at the owner’s expense, and/or suspension of membership privileges, in accordance with these Rules and the Association’s Governing Documents.
17. Failure to comply with the adopted parking rules will result in being called to a hearing and you may be assessed a fine.

# San Lorenzo Community Association

## Vehicle Registration Information & Parking Policy Form

A copy of the vehicle registration for each vehicle listed below must be submitted with this form. The vehicle(s) must be registered to the San Lorenzo property address.

RESIDENT NAME \_\_\_\_\_

UNIT OWNER

TENANT

PROPERTY ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

VEHICLE #1 \_\_\_\_\_

LICENSE #: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

STATE: REGISTERED OWNER: \_\_\_\_\_

VEHICLE #2 \_\_\_\_\_

LICENSE #: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

STATE: REGISTERED OWNER: \_\_\_\_\_

VEHICLE #3 \_\_\_\_\_

LICENSE #: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

STATE: REGISTERED OWNER: \_\_\_\_\_

VEHICLE #4 \_\_\_\_\_

LICENSE #: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

STATE: REGISTERED OWNER: \_\_\_\_\_

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VEHICLE #5 \_\_\_\_\_

LICENSE #: \_\_\_\_\_ COLOR: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

STATE: REGISTERED OWNER: \_\_\_\_\_

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**Do Not Write Below for Association Use Only**

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Send Form to StoneKastle Management Office: 22722 Old Canal Rd., Unit B, Yorba Linda, CA 92887 714-395-5245

## Satellite Installation Policy

The Association has a central satellite system; therefore, individual satellite systems or antennae systems are prohibited. Any variances to this policy are required to be submitted in writing to the Board of Directors for their review.

## Signs

1. One (1) sign advertising for sale or rent may be erected provided it complies with the following requirements:
  - a. The sign is not 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 (3") in diameter. Posts, pillars or hang man type signs are not permitted.
  - c. The top of the sign is not more than five (5) feet in height above the ground level; and
2. The sign is of a color and style authorized by the Design Review Committee.
3. Other signs or displays must be approved by the DRC prior to installation.
4. Signs may not be posted at any entrances.
5. After a property has closed escrow, the sign must be removed within fifteen (15) Days.
6. One (1) address sign is permitted per home.
7. One (1) sign is permitted advising of the existence of security services protecting a home, which also must comply with the above requirements in item #1, a through d.

## 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, 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 systems 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.
3. 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 all 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 ½ inch neoprene pads under the supports to minimize vibration transmission into the structure. All furniture shall contain rubber castors or felt pads.
4. Hard surface flooring may not be installed within the portion of the Units depicted on Exhibit G of the Association's CC&Rs.

**Trash Containers**

Trash containers must be kept in the garage, except on the scheduled trash pick-up day. Trash containers may be placed out for pick-up the evening prior to pick-up and must be returned to the garage by the end of the pick-up day.

**Window Coverings**

1. Temporary window coverings are permitted up to six (6) months from the date that Residence is conveyed to an Owner by Declarant.
2. Temporary window coverings must be white sheets only.
3. Foil, newspapers, aluminum foil, or any other contrasting material is prohibited for any length of time.
4. All window coverings must be of neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the Residence.

# San Lorenzo Community Association Compliance Policy

*Adopted August 2008*

## **1. Basic Policy on Compliance.**

The objective of this Compliance Policy shall be to promote and seek voluntary compliance by owners with respect to the recorded Declaration of Covenants, Conditions and Restrictions (commonly referred to as the “CC&Rs”), the Bylaws, the Design Guidelines, and the Rules and Regulations. These documents are collectively referred to in this policy as the “Governing Documents.”

## **2. Initial Complaint and Due Process Requirements.**

Persons who believe a violation of the Governing Documents has occurred may advise the management company. Potential violations may be reported by a homeowner, a Board member, a Committee member, or a management representative.

In the event of an alleged violation of the Governing Documents, the Board may, in its discretion, issue one or two violation letters and/or set a hearing as described below. In lieu of, or in addition to, sending violation or hearing letters, the Association may seek to obtain compliance through other means as provided by law (including, without limitation, IDR, ADR, and/or civil action). The Board may direct the community manager to assist the Board in any of the steps the Board chooses to take in enforcing the Governing Documents except that decisions made at hearings must be made by the Board.

A hearing before the Board to determine whether a sanction should be imposed may be initiated by the Board after receipt of at least one notice of potential violation. To initiate a hearing, the Board must deliver to the owner (“respondent”) a notice which includes the following:

1. **Statement of Alleged Violation.** A written statement setting forth in ordinary and concise language the acts or omissions with which the respondent is charged.
2. **Basis for Violation.** A reference to the specific provisions of the Governing
3. Documents which the respondent is alleged to have violated.
4. **Hearing Schedule.** The date, time and place of the scheduled hearing.
5. **Sanctions.** The sanction(s) which may be imposed at the hearing.
6. **Time to Correct.** The length of time the respondent has to remedy the violation if the date is prior to the scheduled hearing.

The date for the hearing may be no less than fifteen (15) days after the date the notice of hearing is mailed or delivered to the respondent. The respondent is entitled to attend the hearing, submit a statement of defense to the Board in advance of the hearing, or present a statement of defense and supporting witnesses at the hearing. If the respondent does not attend the hearing, the respondent waives these rights.

The Board shall conduct the hearing in executive session, affording the respondent a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and



the invitation to be heard must be placed in the minutes of the meeting. Such proof is adequate if a copy of the notice together with a statement of the date and manner of delivery is included in the minutes. The record of the meeting must contain a written statement of the results of the hearing and the sanction, if any, imposed.

After affording the respondent an opportunity for a hearing before the Board, the Board may impose any one or more of the following sanctions:

- a) levy a Special Assessment as authorized in the Declaration.
- b) suspend or condition the respondent's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board.
- c) suspend the respondent's voting privileges established under the Declaration.
- d) enter upon a Condominium to perform maintenance which, according to the Declaration, is the responsibility of the respondent; or
- e) record a notice of noncompliance if allowed by law.

Any suspension of Membership privileges may not be for a period of more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any assessment after the same becomes delinquent) may be imposed for so long as the violation continues.

Written notice of any sanctions to be imposed must be delivered to the respondent personally, by any system or technology designed to record and communicate messages, facsimile, electronic mail, or other electronic means, via first class mail or certified mail return receipt requested, or any combination of the foregoing. No action against the respondent arising from the alleged violation may take effect prior to five (5) days after the hearing.

### **3. Fine Schedule**

Following an opportunity to be heard by the Board, the initial monetary penalty shall be \$100.00, and in the event the non-compliance continues thereafter, the monetary penalty shall be \$150.00 for the second month and \$200.00 for each month thereafter for as long as the non-compliance continues.

The second and subsequent monetary penalties for any given violation may be imposed without additional hearings, provided the owner is given due notice of a hearing prior to the imposition of the initial monetary penalty, and provided the owner is notified in writing following the first hearing that penalties will continue to accrue for as long as the non-compliance continues. The Board of Directors may, at its discretion, waive any penalty in the event the Owner demonstrates good cause for the delay in compliance.

### **4. Non-Waiver.**

As set forth in Section 7.5 of the Association's Bylaws, the Board's failure to enforce the governing documents does not waive the right to enforce them. The remedies provided by the Governing Documents are cumulative and not exclusive. However, any individual owner must, as set forth within Section 7.5 of the Bylaws, exhaust all available internal Association remedies prescribed by the Governing Documents before that owner may resort to a court of law for relief with respect to any alleged violation of the Governing Documents by another owner.

## San Lorenzo Community Association Community Room Reservation Guidelines

**Hours:** The Community Room may be reserved for up to one day (maximum number of operational hours during one day including set up and clean up). Events may begin no earlier than 9:00 a.m. Events must end no later than 11:00 p.m. on Friday and Saturday nights, and by 10:00 p.m. Sunday through Thursday nights.

**Capacity:** Gatherings of up to 50 people. The total number of guests may not exceed the maximum occupancy due to Fire Department regulations.

**Cost & Deposit:** There is no cost to use the clubhouse. There is a \$250.00 refundable deposit.

Any resident of San Lorenzo has the opportunity to use the Community Room within the following guidelines and restrictions.

1. The reservation of this facility is limited to San Lorenzo residents for personal use only. Reservation of the rooms by anyone other than San Lorenzo residents is not permitted. The facilities cannot be used for personal gain or commercial activity.
2. Homeowners who are delinquent in payment of monthly assessments are not eligible to rent the clubhouse.
3. Users are responsible for any damage to the Association property (including damage caused by their guests or vendors or any other persons related to the party) and for all repairs or replacement costs.
4. All musicians, DJ's equipment, stereos and speakers must be confined inside the room.
5. All music must be turned off no later than 10:00 p.m. All music must be kept at reasonable noise levels.
6. Smoking is not allowed inside any of the facilities including but not limited to the clubhouse, barbeque, pool and parking lot areas.
7. Furniture must not be moved from the interior of the meeting room. Furniture may be moved around inside the room. (However, a \$25.00 service charge will be incurred if the furniture is not returned to its original position after the event.)
8. All kitchen equipment, banquet tables, podiums, electrical equipment and sound equipment are to be provided by the party reserving the room. Furniture, equipment and room set-up is to be performed by the reserving party.
9. The Community Room must be cleaned up and vacated by 11:00 p.m. on Friday and Saturday nights; and 10:00 p.m. Sunday through Thursday nights.

10. Users must arrange for all pick-ups and deliveries to be made the day of the event.
11. Individuals reserving the facility are responsible for removal of all trash and disposing of it in appropriate (private Homeowner) trash receptacles. Trash cannot be left in the clubhouse or any adjacent area including the barbeque, patio and pool areas.
12. Any damage to the facility or cleaning needed after the event will be deducted from the damage deposit. If this amount is greater than the deposit the individual will be billed accordingly.
13. No portable cooking devices are allowed within the facilities or are to be used for any event.
14. No pets are allowed in the clubhouse, barbeque or pool area.
15. The Association is not responsible for personal items that may be lost or stolen.
16. Open flames are not permitted at any time – such as candles, tiki torches, etc. The use of sternos for warming dishes are permitted.
17. Certain dates may be blacked out due to Association events.
18. Reasonable signage may be placed in the area immediately leading to the Community Room; however, it must be removed after the event.
19. Parking is available only on the surrounding streets and in guest parking.
20. A schedule of availability can be obtained from StoneKastle Community Management at (714) 395-5245.

**Special Usage Policy and Reservation Procedures for National Holidays and Christmas Eve and New Year’s Eve:**

**The following conditions must be met in order for the community clubhouse to be available for reservation on all National Holidays plus Christmas Eve and New Year’s Eve:**

1. If a reservation application is received for one of these days, the Clubhouse Committee Chairman will be notified.
2. The Chairman will determine if a committee member is available to cover the event.
3. If the event can be covered, then the reservation is accepted and normal procedures are followed.
4. If the event cannot be covered, then the requester is notified that the clubhouse is not available for that day, at this time. The requester can be put on a ‘waiting list.’ If a committee member becomes available at a later time, then the requester can be advised of this to determine if they still want to reserve the clubhouse for that day. (As an example of this scenario, a requester submits an

application in January to reserve the clubhouse for the 4th of July. It's possible that committee members cannot commit to being available to cover the event until it gets closer to the 4th of July.)

\* New Year's Day, Martin Luther King, Jr Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve

### **RESERVATION PROCEDURES**

1. To reserve the Community Room, a reservation form (attached) must be completed and submitted to the StoneKastle Community Management offices at least 5 days prior to but no longer than 6 months in advance of the date the room is to be used. The facilities cannot be reserved in the same two week period by the same individual.
2. Only checks are accepted and must be made payable to San Lorenzo Community Association at the time of the reservation.
3. A \$250.00 damage deposit is due with the reservation form. This deposit will be returned within 20 days (upon inspection of premises, noting there was no damage to said premises.)
4. No reservation can be made or confirmed until a completed application and check for the \$250.00 damage deposit are received.
5. The damage deposit will be returned if the event is cancelled.
6. A Clubhouse Committee member will contact the reserving party to coordinate access to the clubhouse and turn over the keys. This should occur no later than the day before the event. After the event the keys must be returned to committee member at a mutually agreeable time. In the event that the key is lost, the reserving party will be charged to re-key the room.

### **CLEANUP REQUIREMENTS**

All of the following conditions must be met in conjunction with facility use of the Community Room.

1. Applicant must check facility beforehand to make sure it is in order.
2. Residents shall utilize their pool key for access to the restrooms.
3. The Community Room carpeting is to be vacuumed after use.
4. Kitchen area shall be cleaned and all counters wiped down and floors mopped. Cleaning supplies are to be provided by reserving party.
5. No debris or trash shall be left in the clubhouse, bathrooms, barbeque, pool or any portion of the facility. Users are responsible for providing their own trash bags.
6. Furniture is to be placed in its original setting.

7. Failure to complete any of the above-mentioned procedures will result in a deduction from the damage deposit.
8. Air conditioner/heating system is to be turned off if used.
9. Please remember to lock all doors and turn off the lights before setting the alarm and lock the main door after setting the alarm.

DRAFT

**SAN LORENZO  
COMMUNITY ASSOCIATION  
CLUBHOUSE RESERVATION APPLICATION**

I \_\_\_\_\_ submit \$250.00 as a damage & cleaning deposit for use of the San Lorenzo clubhouse. Make check payable to San Lorenzo Community Association.

Please enclose the check with your application and return to:  
StoneKastle Community Management Inc.  
181 S. Old Springs Rd., First Floor  
Anaheim Hills, CA 92808

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

E-MAIL (optional): \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_ NO. OF GUESTS: \_\_\_\_\_

TIME: START \_\_\_\_\_ FINISH: \_\_\_\_\_

ENTERTAINMENT? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, PLEASE SPECIFY TYPE(S) OF ENTERTAINMENT AND EQUIPMENT TO BE USED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USE OF KITCHEN? YES: \_\_\_\_\_ NO: \_\_\_\_\_

OTHER: I have received a copy of the San Lorenzo Community Association Community Room Reservation Guidelines for Residents. I understand that in the event that I do not follow any of the regulations, or provide inaccurate information on my application, the Association reserves the right to cancel my function at any time, including during the function. I am aware that if a fire alarm pull-station is tampered with during my event and the alarm is triggered, I, the reserving party will be held financially responsible for the response team and resetting of this device.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**For Office Use Only:**

|  |                         |                                  |                                |                                  |
|--|-------------------------|----------------------------------|--------------------------------|----------------------------------|
| DAMAGE<br>DEPOSIT<br>(\$250 payable to<br>San Lorenzo<br>Community<br>Association) | <u><b>DUE DATE:</b></u> | <u><b>DATE<br/>RECEIVED:</b></u> | <u><b>AMOUNT<br/>PAID:</b></u> | <u><b>DATE<br/>RETURNED:</b></u> |
|--|-------------------------|----------------------------------|--------------------------------|----------------------------------|

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## San Lorenzo Community Association Pool and Recreation Area Rules

1. 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. Children are to be supervised at all times. There is no lifeguard on duty.
2. All residents and homeowners are required to use their 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. The community pool and spa hours are as follows:

| Summer (April 15 to October 15)            | Winter (October 15 to April 15) <i>No Pool Heat</i> |
|--|---|
| Sunday – Thursday: 6:00 a.m. to 10:00 p.m. | Sunday – Thursday: 8:00 a.m. to 10:00 p.m.          |
| Friday – Saturday: 6:00 a.m. to 11:00 p.m. | Friday – Saturday: 8:00 a.m. to 10:00 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.
8. Glass containers or glass objects are prohibited in the pool areas.
9. Smoking is prohibited in all areas of the pool and recreation 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. Large flotation devices, rafts, surf boards, boogie boards or any other swim toys or equipment are not allowed in any of the Association pools.



13. Proper swimwear 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.

14. When utilizing the BBQs, homeowners are responsible for cleaning up any mess or left over food from the grill and countertop areas.

15. 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.

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

17. 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.

# San Lorenzo Community Association

## Water Intrusion Policy

***Adopted August 2022***

### **Association's Responsibility:**

The San Lorenzo Community Association ("Association") is responsible for the maintenance, repair and replacement of various components in the community, including but not limited to, the roofs of the condominium buildings and all water and waste pipes that are located outside the boundaries of the Units and serve more than one Unit, or are subject to a common meter. (CC&Rs, Sections 4.6.3(b), Exhibit D)

### **Owner's Responsibility:**

Owners are responsible, in relevant part, for the maintenance, repair and replacement of all water and waste pipes that are sub-metered to their Unit, or are located within or otherwise exclusively serve their Unit, in addition to all plumbing fixtures, built-in appliances, toilets, washing machine water hoses, and other utility installations located within their Unit. (CC&Rs Section 4.6.2, Exhibit D) When pipes and/or other components for which Unit owners are responsible, malfunction, fail, break or leak, the unit owner is responsible for the cost of repairing all resulting damage including damage to their own Unit, neighboring Units, and the Association's Common Property.

### **Reporting and Notification:**

When you suspect that a water leak or other water intrusion event has occurred, or water otherwise appears in or about your Unit, regardless of the suspected source of the water, you should immediately:

- 1) **Shut off the water to your unit, and**
- 2) **Contact the Association and report the water/leak**

StoneKastle Community Management, Inc. 22722 Old Canal Rd., Unit B Yorba Linda, CA 92887 (714) 395-5245 -OR- c/o the Association management company at the time of the water leak, if different.

If the water cannot be shut off and the water intrusion is substantial, then the incident should be treated as an emergency situation and the owner shall contact a plumbing vendor directly.

### **Duty to Mitigate - Mold:**

If a water leak is not timely reported to the Association (i.e., not reported within 24 hours of discovery) or is otherwise not timely addressed by the Unit owner, and moisture is allowed to remain in the Unit and/or Association walls/structures and/or other Common Property, then unnecessary, additional damage can occur. In that circumstance, the Unit owner may become responsible for all of the additional expense incurred due to the delay. Such expense often consists of additional cost to address mold remediation and other

repairs/replacements that would have otherwise been unnecessary. Water leaks not reported within fourteen (14) days may result in a denial of insurance coverage.

### **Inspection and Repairs:**

Upon notification of a water leak and depending on the nature and location of the leak, the Association's manager may contact an Association roof or plumbing vendor (as appropriate) to inspect and determine the source of the water and to assess the damage and necessary repairs.

For water leaks or water intrusions caused by a Common Property component for which the Association is responsible (such as a roof leak), the Association will perform the necessary repairs to the Common Property, which includes, but is not limited to, the residential structure bounded by the interior unfinished surface of the perimeter walls, ceilings and floors of the Unit, up to and including the drywall. All needed repairs inside of an owner's Unit (i.e., paint, wallpaper, cabinets, wood flooring, carpet, furniture, and other improvements and personal property) are the responsibility of the Unit owner. (CC&Rs Section 9.3)

When a water leak or other water intrusion event is caused by the failure of a component for which a Unit owner is responsible (such as a pipe that exclusively serves the owner's Unit), the Unit owner is responsible for repairing all damage to the interior of his/her Unit, and for the cost to repair damage to neighboring Units, and the Association's Common Property. (CC&Rs Section 4.6.2 and Exhibit D) Attached to this Policy is Exhibit D to the CC&Rs which identifies all components for which unit owners are responsible to maintain, repair and replace, although this list is not exhaustive.

For damage to the Common Property caused by an owner's water leak, the Association will make the repairs to the Common Property. However, the cost of repairs to the Common Property will be the financial responsibility of the Unit owner and assessed against the Unit owner as a special assessment after notice and hearing. (CC&Rs, Section 4.6.5) Absent written Association authorization, owners are not permitted to conduct repairs to the Common Property.

### **Association's Right to Repair:**

In the event that a Unit owner fails to accomplish the necessary maintenance and repair to their Unit following a water leak, the Association may, but is not obligated, to perform the repairs. After reasonable notice to the owner and, in compliance with the Association's governing documents, the Association may enter the Unit and conduct the necessary repairs or replacements, the cost of which shall be charged back to the owner as a special assessment, after notice and hearing. (CC&Rs Section 4.6.3(b))

### **Tenants:**

To assist in the timely reporting of water leaks and other water intrusions, unit owners must provide their tenant(s) with their emergency contact information along with the Association management's contact information (above) so that tenants can immediately report water leaks and water intrusions to both the owner and the Association. ***Homeowners must also provide emergency contact information and tenant contact information to the Association's manager for use in the event a leak is reported in or near their unit.*** Owners

are responsible for water leaks originating from within their Unit. If a tenant delays in reporting a water leak or other water intrusion, the Unit owner is still responsible.

**Insurance:**

**Association Insurance –**

In accordance with the governing documents, the Association currently maintains a master fire and casualty policy of insurance covering the Common Property. This type of policy is commonly referred to as a ‘bare walls’ policy of coverage. (CC&Rs Section 8.1) In general, the Association’s ‘bare walls’ policy covers damage to all Common Property, including but not limited to the condominium building housing the Units, up to and including the drywall on the perimeter walls of the Units. It does not cover any Unit interiors, owners’ improvements, installations, or fixtures within the Unit itself.

**Unit Owners’ Insurance –**

Unit owners are responsible for obtaining and maintaining an HO6 policy of coverage insuring their Unit interiors and personal property, including but not limited to wall coverings (such as wallpaper and/paint), floor coverings, all permanently attached appliances, cabinets, countertops, furniture, fixtures, etc., including any interior upgrades to these items. (CC&Rs Section 8.3) As a guide in understanding those items for which Unit owners are responsible to maintain, repair, replace, and to insure, owners should refer to Exhibit D to the CC&Rs, a copy of which is attached to this Policy, although this list is not exhaustive. Unit owners should also consult with their own insurance professionals regarding the scope of coverage they should maintain to best protect their property.

**IMPORTANT NOTE:**

A lack of insurance coverage under any policy does not relieve a Unit owner of financial responsibility for damage caused by an owner’s water leak or other water intrusion event. Liability for water damage is different than insurance coverage. Even though there may not be coverage under the Association’s policy or a Unit owner’s policy, the Unit owner who caused the water leak/water intrusion is financially responsible for all damage caused as a result.

# San Lorenzo Community Association

## Architectural Application and Design Review Guidelines

***Adopted November 2023***

The 2005 Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for San Lorenzo at Vista Del Verde are binding on all owners of units in the San Lorenzo Community Association. Specific sections requiring a Design Review Committee approval of an architectural application include but are not limited to:

- 2.9 IMPROVEMENTS
  - 2.9.1 OUTDOORS
  - 2.9.2 INDOORS
  - 2.9.3 NOISE MITIGATION IN ATTACHED RESIDENCES
- 2.12 DRAINAGE
- 2.13 WATER SUPPLY SYSTEM (includes water softeners)
- 2.16 POST TENSION CONCRETE SLABS
- 2.17 FUEL MODIFICATION ZONES
- 2.19 INSTALLATION OF LANDSCAPING
- 3.12 SUB-SLAB PASSIVE VENTING SYSTEMS AND METHANE BARRIERS
- 3.4 EFFECT OF EXPANSIVE SOIL (3.4.1 and 3.4.2)
- 3.5 GRADING
- 5.3. REVIEW OF PLANS AND SPECIFICATIONS
- 5.7 INSPECTION OF WORK
- 6.4 RIGHT OF ENTRY

Each Owner shall obtain all permits necessary and shall comply with all requirements of the City of Yorba Linda. Building Permits must be pulled for any work the City requires permits for under City public law and rulemaking authority. (see the City Permit Process information at: <https://www.yorbalindaca.gov/477/Permit-Process> )

### GENERAL GUIDELINES:

- San Lorenzo Community condominium owners and/or tenants may not modify, alter, build, or construct any improvements inside or outside your unit or exclusive use easement area until you have submitted plans, specifications, and obtained approval from the Association's Design Review Committee (DRC) and/or Board of Directors.
- The Design Review Committee has the right to require a reasonable security deposit with each application. The security deposit may be increased or decreased from time

to time at the discretion of the Design Review Committee.

- The Design Review Committee may also require submission of additional plans and specifications or other information before approving or disapproving material submitted.
- The Applicant shall meet any review or permit requirements of the City and/or County before making any construction, installation or alterations permitted under the CC&Rs.
- Improvements requiring approval prior to installation include but are not limited to:

#### OUTDOORS:

- clotheslines, balcony, patio or deck covers (e.g., pergolas), wiring, air conditioning equipment, water softeners, other machines and other similar improvements
- drainage improvements, if any, shall not be altered, removed, blocked, or replaced without first making alternative drainage arrangements approved by the Board
- installation or updating of landscaping on the rear yard of such owner's unit including concrete and masonry improvements such as masonry walls and planters, concrete patio slabs, etc.
- installation, maintenance, or modification of any landscaping improvements in fuel modification zones which are inconsistent with any landscape palette required by the Orange County Fire Authority are prohibited.
- the Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper, including landscape plans, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors.

#### INDOORS:

- Nothing may be done in any Condominium or in, on or to the Common Property which may impair the structural integrity of any building, or which structurally alters any such building, except as otherwise expressly provided in the CC&Rs. No Owner may pierce or otherwise modify any wall separating attached Units.
- No Owner may take any actions that may interfere with structural noise mitigation Improvements installed in the Units by the builder.
- No Owner shall replace any builder installed noise mitigation Improvements unless the replacement offers the same or substantially similar noise mitigation as the Improvements originally installed by the builder prior to installation. The Owner shall present the Design Review Committee with written evidence that the proposed material is the same or substantially similar to the material installed by the builder.

The 2005 City of Yorba Linda building permit for the builder specified a Sound Transmission Class (STC) of 50 or greater and Impact Insulation Class (or IIC) of 50 or greater.

- Currently, the CC&Rs limit the placement of hard surface flooring in units. Consult the CC&Rs Exhibit G for specific limitations based on floorplan model.
- Certain interior improvements require a City of Yorba Linda building permit. Examples include electrical, plumbing, and movement of walls and attached structures. Owners may not waive permit requirements when planning work that interacts with or impacts Association owned components. See <https://www.yorbalindaca.gov/477/Permit-Process> for more information.
- Any changes to any of the entry door hardware must be approved by the DRC prior to installation.
- The Design Review Committee or its duly authorized representative may inspect any work for which approval of plans is required. The right to inspect includes the right to require any Owner to take such action as may be necessary to remedy any noncompliance with the Design Review Committee-approved plans for the Work or with the requirements of the CC&Rs.
- Jacuzzi tubs are not permitted in the interior or exterior of the building.

#### FEES AND DEPOSITS:

Architectural applications through the Community Management Company to the Design Review Committee must be accompanied by a \$25.00 administrative processing fee.

The Design Review Committee has the power, but not the duty, to retain subject matter experts to advise its members in connection with architectural application decisions. All fees, costs and expenses associated with the consultant in support of the application process will be borne by the applicant. These costs will vary based on expertise required.

The Board and DRC reserve the right to require additional deposits for certain types of construction. Such deposits are required 30 days prior to commencement of any work.

#### PLAN SUBMITTAL AND RE-SUBMITTAL GUIDELINES:

One copy of the architectural application request is requested to be submitted as an Adobe Portable Document Format (PDF) electronic file to StoneKastle's Community Manager for San Lorenzo Community HOA. If the application request is submitted on paper, it will be scanned by StoneKastle administrative staff for electronic transmission to the DRC. The DRC members will review the Architectural Application Package as expeditiously as possible. While the review process of an initial application may take up to 30 days, the goal is to review

and approve or reject the package (for additional information) within two business weeks after the package is transmitted to the DRC.

1. All technical and engineering matters are the responsibility of the owner.
2. 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.
3. Information related to any plan to temporarily disconnect the unit’s fire monitoring system (shut off of sprinkler system is included): The Owner must post a 24 hour/day-fire watch during any disconnection. This must be a security employee of the building, and the Owner must pay all expenses (including overtime) when using the employee.
4. If your Unit has any restrictions, it is your responsibility to ensure you are abiding by those restrictions. The Association (DRC or Board) cannot 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.
5. If plans are denied by the DRC, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 30 days if changes are substantial. If you are not satisfied with the denial or request for changes, you have the right to appeal the DRC decision to the Board of Directors. You must submit your request, in writing, to appeal the DRC’s denial, within 30 days of the denial by the DRC. 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:**

All contactors must adhere to the Association Rules and Design Review Guidelines.

Owners are responsible for ensuring that all sub contactors and workers are informed of the proper procedures.

All contractors must hold appropriate licensing for the type of work being performed, insurance, and not have prohibitions on working in a condominium project.

All Owners are responsible for any damage caused by their contractor or their employees.

**FIRE AND SAFETY SYSTEMS:**

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.



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.

**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 DRC 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.

**SUPERVISION:**

The owner must supply supervision for any major renovation involving demolition, relocation or removal of walls or any other major alteration.

**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.

**SUBMITTAL REQUIREMENTS:**

Plan requirements for all submittals:

- Completed “Architectural Request Form” One (1) complete sets of plans
- Date on plans
- House/Property Street address, phone number, & email address
- Proper scale (Site plan @ 1/8” — Floor plans @ ¼” — Elevations at ¼” — Landscape @ 1/8”) Name, address & phone number of entity that prepared the drawing

Special note- see end of check list

SITE AND/OR LANDSCAPE PLAN:

- Show all property lines accurately as to length, angles and amount of curve. Show existing building(s)/structure(s)
- Show existing walls, fences, gates, sidewalks, paving, planters and other constructed or hardscape elements that impacts the design
- Show all applicable utilities & improvements Show proposed planting areas
- Dimensions (In feet and inches) Grade changes
- Locations of new area drains and drainpipe routing Grading & Drainage Notes
- Construction Notes
- Mechanical equipment including all motors, pumps, filters, controllers, timers, compressors & air conditioner condensers, etc.
- Lighting fixtures
- Photos of project site depicting existing site conditions and adjacent property relationships Special note- see end of check list

GENERAL DEVELOPMENT GUIDELINES:

Fences and Walls:

- Retaining walls blend in and compliment style of home planter walls blend in and compliment style of home
- No exposure of structural framing and/or unfinished sides to public right of way, common area or other unit Stucco finishes are to match the house in color and finish/texture

Special note — see end of checklist.

Exterior Lighting:

- Lighting fixture locations, heights & sizes with bulb type and wattage noted on plan Lighting is indirect and shielded from adjacent properties
- Lighting is compatible with house design and is simple in design and color No exposed wires or cables
- No exterior lighting placed so as to cause an unreasonable glare or illumination on any other private property or common area

- Lamp source is not high-pressure sodium, metal halide or other inappropriate type

Paving Materials

- Paving materials to be compatible with house color & style Special note- see end of checklist

LANDSCAPE REVIEW ITEMS:

Sprinklers:

- Irrigation head layout shown on plan
- Overspray shall not contact neighboring dwelling unit, property line walls/fences, or off property. Special note- see end of check list

Planting:

- Be an appropriate selection based upon ground space, horizontal and vertical clearance at reasonable level of maturity
- Botanical & common names of proposed plant material Plant sizes & locations on the plans

Special note- see end of check list

Water Features- Fountains:

- Must not damage existing walls or fences
- All equipment must be completely screened from off-site view
- All equipment noise impact on neighbors must be minimized with sound attenuation devices (i.e., masonry walls, metal enclosures, etc.)
- Water features do not exceed the height of the adjacent property line wall/fence
- Construction of Water Features must not disturb the neighbor's yards, property or improvements Construction of Water Features must not disturb the Association's property or improvements

Special note- see end of check list

Drainage:

- All plant beds and paved areas must slope to drain at a minimum rate of 1% or 1/8" per

foot with a slope of 2% or ¼” per foot preferred

- All drainpipes must drain at a minimum of ½% or 1/16” per foot with a slope of 1% or 1/8” per foot preferred All grades in plant beds must be held a minimum of 6 inches below adjacent finish floor and 4 inches below the adjacent metal house screed
- All grades in plant beds must be held a minimum of 6 inches below the top of adjacent planter or retaining wall
- All plant bed grades adjacent to existing walls or fences are not to be changed
- All finish surfaces of paving elements are to be held below the adjacent metal house screed All plant beds and paving are to slope and rain away from the house
- Utilize domed grates on catch basins in plant bed areas

Special Notes from Previous Sheets:

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# San Lorenzo Community Association Architectural Request Form

Return to: StoneKastle Community Management Inc.

22722 Old Canal Rd, Unit B, Yorba Linda, CA, 92887 Phone (714) 395-5245

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

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

Mailing Address (if different from above): \_\_\_\_\_

Email address: \_\_\_\_\_

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

## I. Proposed Project Information

Describe the proposed improvement in detail:

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**II. Neighbor Advisement**

You must advise either your adjoining or affected (in the line of sight) neighbors of any proposed improvement to your property. Please have them sign below. If the unit is vacant, please indicate the address and leave the signature blank.

|                         |         |
|-------------------------|---------|
| 1. Neighbor 1 Signature | Address |
| <hr/>                   |         |

|                         |         |
|-------------------------|---------|
| 2. Neighbor 2 Signature | Address |
| <hr/>                   |         |

**III. Documents Required for Submittal**

One (1) sets of Completed Submittal Checklist One (1) sets of this application form

\$125 check made payable to San Lorenzo Community Association

Architectural Review Committee Use Only Approved, Denial, or Approved w/ Conditions Denied

Conditions of Approval/Reason for Denial:

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

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

# San Lorenzo Community Association

## No Fee Architectural Short Form

Return to: StoneKastle Community Management:

22722 Old Canal Rd, Unit B, Yorba Linda, CA 92887

Phone (714) 395-5245 Fax (866) 575-0549

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

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

Mailing Address (if different from above): \_\_\_\_\_

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

### I. Proposed Project Information

Security Systems or Camera – Security systems or cameras may only be installed on your front door or the stucco, siding, or brick at your front door entry way. You may also install a security system or camera on the same surfaces at your balcony door or back door. Security systems or cameras are not permitted to be installed on any other portion of the buildings, including along your walkway leading to your front door. The security system or camera must be wireless and the dimensions may not exceed 4 inches by 6 inches.

Keyless Entry System –Keyless entry systems may be installed on your garage door frame. Keyless entry systems may also be installed on your front door or front door frame, your balcony door or balcony door frame and your back door or back door frame. The keyless entry systems must be neutral in color.

Retractable Screen Door – Retractable screen doors may only be installed on balcony doors, back doors or plan one courtyard front entry doors. Retractable screen doors may NOT be installed on plan two, three or four front entry doors. The retractable screen doors must be neutral in color.

Any collateral damage caused from the installation of your requested item will be your responsibility to repair to its original condition.

Describe the proposed improvement in detail:

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**II. Documents Required for Submittal**

Completed No Fee Architectural Short Form Application

Brochure or Computer Printout of Item including dimensions, color, installation details

Picture confirming potential location of item

Architectural Review Committee Use Only Approved // Approved w/ Conditions // Denied

Conditions of Approval/Reason for Denial:

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

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



# San Lorenzo Community Association Notice of Completion Form

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

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

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

Summary of Completed Improvements:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attachments (check box to indicate they have been enclosed):

Copies of photographs of all improvements included. Please note that notice of Completion form is not complete if photographs of improvements are not enclosed.

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

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

Return Form to StoneKastle Management Office: 22722 Old Canal Rd., Unit B, Yorba Linda, CA 92887 714-395-5245

# San Lorenzo Community Association Violation Report Form

**Return Form to Return Form to StoneKastle Management Office:  
22722 Old Canal Rd., Unit B, Yorba Linda, CA 92887 714-395-5245**

Your information (required in order to process request):

**Your name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Daytime Phone:** \_\_\_\_\_

Violation information:

Please provide the name (if known) and address of the home 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 of a visual inspection of the community, then a signature of an additional homeowner representing a separate unit/lot, within the community, may be required to initiate the Association’s violation procedure.

If necessary:

**Additional Homeowner name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

## San Lorenzo Community Association Nuisance Dispute Resolution Policy

As described within Article III, Section 3.2 of the San Lorenzo CC&Rs, given the size, design, and proximity of the residences within San Lorenzo, hearing sounds and activity coming from neighboring residences is to be expected, especially in the morning and early evening hours. However, from time to time, homeowners ask the Association's Board of Directors to take enforcement action against the owner of a neighboring property, claiming that the resident(s) of the neighboring property is (are) making too much noise within their home.

Article II, Section 2.3 of the recorded CC&Rs prohibits "noxious and offensive" activities within San Lorenzo and authorizes the Board of Directors to determine whether any noise or activity is so noxious or offensive that enforcement action by the Association is warranted.

Specifically, the CC&Rs prohibit the use of certain types of devices within San Lorenzo, including horns, bells, and devices that create loud noises. CC&RS Section 2.3.1 call these types of devices "Nuisance Devices".

The CC&Rs also describe certain types of activities which are prohibited within San Lorenzo, including the creation of unreasonable levels of noise from a radio or television, vehicle repairs other than in an enclosed garage, and any activity which would violate any law or constitute a threat to health or safety under State or City laws. CC&RS Section 2.3.2 calls these types of activities "Nuisance Activities".

Accordingly, the Association will take enforcement action with respect to nuisance related complaints as determined necessary and appropriate by the Board of Directors, only if the Board has made a determination that:

1. The nuisance results from a Nuisance Device which is prohibited by the CC&Rs; or
2. The nuisance results from a Nuisance Activity which is prohibited by the CC&Rs; and
3. The nuisance is sufficiently noxious and offensive to warrant enforcement action by the Association.

To implement the foregoing, the following steps shall be taken with respect to nuisance related complaints:

1. Homeowners shall be required to make a good faith effort to resolve a nuisance related dispute themselves prior to requesting Association involvement in the matter. If homeowners are unable to resolve a nuisance related dispute themselves, the homeowner making the complaint shall provide to the Board of Directors, in writing, a description of the Nuisance Device or Nuisance Activity which is the subject of the complaint, a summary of the homeowners' respective positions in the matter, an explanation of the efforts which were made to resolve the dispute, and a description of the agreements, if any, which were reached by the homeowners. Copies of all letters, emails and other materials exchanged between the homeowners shall also be provided to the Board for the Board members' consideration.
2. Following receipt of the written information and documentation described in the preceding paragraph, the Board may invite the homeowner who is the subject of the complaint, and the homeowner who initiated the complaint, to a hearing to determine whether enforcement

action by the Association is necessary and appropriate based upon the provisions of this Policy and the Association's Governing Documents.

3. If the Board determines, following an opportunity for a hearing, that enforcement action by the Association is warranted, the Board may take any or all of the actions described within the Association's published Compliance Policy.
4. If the Board determines, following an opportunity for a hearing, that enforcement action by the Association will not be taken, the homeowner who initiated the complaint may, at his or her discretion, choose to pursue the matter with their neighbor directly through voluntary mediation, voluntary arbitration, civil suit, or other means of their selection.

## San Lorenzo Community Association Board Member Code of Conduct and Ethics Policy

The Board of Directors has adopted the following Code of Conduct and Ethics policy for its Board Members. This policy is intended to provide guidance with conduct and ethical issues and be a mechanism for addressing violations of this policy.

**Affirmative Board Responsibilities** – Directors shall enforce and comply with the Association’s governing documents, collect and preserve the Association’s financial resources, insure the Association’s assets against loss, and keep the common area in a state of good repair. To fulfill that responsibility, the Directors must:

- Regularly attend Board Meetings
- Review material provided for Board Meetings by the manager or Members of the Board
- Review the Association’s Financial Reports on at least a quarterly basis
- Comply with all technical standards that are in force (for example: community CC&Rs, Architectural Guidelines, etc.) or may from time to time be promulgated by the Association regardless of personal opinion
- Uphold the majority decisions of the Board
- Respond to Member inquiries in accordance with the Civil and Corporations codes

**Standards of Performance** A Board Member shall perform the above duties and undertake only those responsibilities and assignments that he/she can reasonably expect to perform with competence, and shall make a concentrated effort to perform all tasks/assignments/duties in the following manner:

- a. **Due Professional Care** – A Board Member, although serving in a volunteer capacity, shall exercise due care to act in a professional manner in the performance of his/her duties and at no time should overstate ones experience, background or professional competency when accepting or in carrying out an assignment or duty.
- b. **Planning and Supervision** – A Board Member shall adequately plan and supervise all accepted functions and assignments. A Board Member who will be unable to fulfill the obligations of a function/assignment or duty shall notify the Board President in a timely manner.
- c. **Integrity And Objectivity** - A Board Member may not knowingly misrepresent facts. All Association data, records and reports must be accurate and truthful and prepared in a proper

manner. All decisions and representations made to the Homeowners Association must be made with the best interests of the Association in mind, and not to achieve any measure of personal gain for themselves, family members, friends, or any affiliated company from which he/she may benefit.

d. **Professional Conduct** - All Board Members must exhibit professional courtesy, honesty and fairness in their dealings to all Members of the Association, Members of the Board and Community Association Management professionals and such professional courtesy shall include among other things:

1. The Board Member shall not initiate nor interfere with contractual relationships between the Board, Management professionals and contractors without prior approval from a majority of the Board at a duly called and noticed meeting.

e. **Conflict of Interest** - No Board Member may use their position to enhance their own financial status through recommendation of vendors, suppliers or contractors that may pay a gratuity to that Board Member themselves, family members, friends, or any affiliated company from which he/she may benefit. In addition, all situations where any appearance of a conflict of interest could exist must be disclosed in writing to the Board of Directors at the earliest opportunity. Any dealings with related parties must be fully disclosed in writing to the Board of Directors and abstentions and/or refusal must be entered on all voting and discussion issues relating to the contractors.

f. **Gifts** - A Board Member shall not solicit or accept anything of value from any individual, group, organization or business as a result of his/her current position on the Board of Directors.

g. **Use Of Homeowners Association Funds** - No Board Member may use any funds being held for Homeowners Association business for their own personal use.

h. **Meetings and Attendance** - Any Officer who misses three consecutive meetings of the Board will be removed from his or her office by the balance of the Board of Directors. Directors who fail to notify at least one other Board Member and/or Management that they will miss an upcoming meeting are subject to censure.

i. **Confidentiality** - A Board Member may not knowingly spread untruths or gossip about other Board Members, Management Professionals, Committee Members, Vendors or any other persons serving the community. Due to employer-employee, libel and slander concerns, discussion regarding these individuals shall be reserved for a meeting of the Board of Directors. A Board Member may not publically disclose any confidential Association documents, management materials or information unless the Board of Directors authorizes such disclosure. Specifically, and without limitation, Board Members are precluded from disclosure of the following:

a. **Attorney Client Privilege** No Board Member will disclose any matter discussed and/or acted upon when based upon legal advice or provided under attorney-client privilege with any Member or non-member of the Association, except those Board Members currently seated on the Board, or the assigned managing agent unless such privilege has been waived in writing by all current Board Members.

b. **E-Mail** Each Board Member recognizes that e-mail communication is discoverable in legal proceedings, therefore any matter that is covered under Executive Session and/or attorney-client

privilege shall not be mentioned and/or discussed in such forum unless legal counsel is consulted on the communication.

c. **Executive Session** No Board Member will disclose any matter discussed and/or acted upon within Executive Session, except with those Board Members currently seated on the Board, or the assigned managing agent.

**Violations of Policy-** Board Members who violate the Association’s Code of Conduct and Ethic’s Policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:

- Censure,
- Removal as an Officer of the Board,
- Request for resignation from the Board,
- Recall by the Membership, and
- Legal proceedings.

Prior to taking any of the actions described above, the Board shall review the evidence of violation, endeavor to meet with the Board Member believed to be in violation, confer with the Association’s legal counsel, and present its findings and recommendations to the Board for appropriate action. The Board shall endeavor to meet with the Board Member in executive session prior to imposing disciplinary action against that person.

## **San Lorenzo Community Association Policy Statement for Open Forum and Board Meeting Conduct**

**Welcome-** The Board of Directors welcomes unit owner/association member attendance at Board meetings to observe business matters that take place involving the Corporation. We value the insights and input from all Owners and ask that you respectfully adhere to the following policy adopted by the Board of Directors.

**Hybrid Board Meetings** – Board of Directors General Session Meetings are usually held in the Community Clubhouse and on ZOOM on the second Monday of each month. Observed Federal Monday holidays will normally require meeting date changes. The Board may vote to skip the December meeting if no significant business needs to come before the Association Board for a decision. The ZOOM web link is provided in the meeting announcement posted on community message boards and in the email agenda notices. Only Association members are admitted to the meeting.

**Policy Governance-** The Board of San Lorenzo Community Association is a policy governance board. This means that we establish policies to guide our decision-making ability in order to be accountable to our owners and maintain the community of San Lorenzo Community Association. The management company, StoneKastle Community Management, is then charged with carrying out the policies we’ve agreed upon.

**Share-** In order to give you an opportunity to address the Board, and in compliance with Civil Code Section 1363.05(i), we’ve set aside a period of time at the beginning of each meeting (called “**Open Forum**”). If time permits there will be a similar forum at the end of each meeting.

At the meeting we ask you to document your issue(s) by completing the Request to Address the Board form. This will assist us in tracking and following up on your issue(s) so it can be resolved.

The procedure to participate in Open Forum is simple:

1. Complete the Request to Address the Board form at the meeting.
2. State your concern in clear simple terms, and please limit your comments to three (3) minutes.
3. If someone else has already stated the concern, but you have something else to add to the concern already expressed, then please raise your hand to be recognized, however due to time restraints, the Chair may limit participation to once per owner.
4. Please don't interrupt, cluck or otherwise voice your disapproval with others while they are speaking. Please show respect to your fellow Owners.
5. Maintenance related items are to be directed to the Community Manager. (Open Forum is not the correct venue to report maintenance items).
6. Please realize that while 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 discussion.
7. If you would like an item to be considered by the Board to be a future agenda item for a decision, please submit your request or suggestion in writing at least three weeks before the next regularly scheduled Board meeting. If you only wish to verbally address the Board, 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 completed the proper research and consider their findings).
8. Anyone attending the meeting or addressing the Board is requested to behave in a civil and adult manner. Negative behavior such as screaming, shouting, use of profanity, threats of violence against any person or their property will not be tolerated. Should this kind of behavior occur, the offending party will be asked to leave the meeting and a police report may be filed.

#### **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 Member to take care of those interests. Owners are welcomed to attend the business portion of the meeting but do not participate in the discussions or action taken by the Board.
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. The discussion is to take place only between the Board Members (and Management, if needed).
4. When discussion has been completed on the motion, the Board then votes on the motion before them.

# StoneKastle Community Management, Inc. Pre-Authorized / Automatic Payment Authorization Form For Automated Clearing House (ACH) Debit Transfer

(Please Print)

*Your account must be current to begin the automatic deduction plan*

Association Name: **San Lorenzo Community Association**

Association Account Number: \_\_\_\_\_

Current Monthly Assessment Amount: \_\_\_\_\_

Member(s) Name(s):

Last First MI \_\_\_\_\_

Last First MI \_\_\_\_\_

Last First MI \_\_\_\_\_

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

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

Telephone: Daytime \_\_\_\_\_ Evenings: \_\_\_\_\_

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



I (we) hereby authorize **First Citizens Bank**, hereinafter referred to as a BANK, to act at the direction of named above to initiate debit entries to my (our) Checking Account indicated below and the depository named below, to debit the same to such account. The BANK is authorized to adjust this debit authorization upon notice by Association or its Agent of any changes in the regular monthly assessment.

Account Holder Name: \_\_\_\_\_

Branch: \_\_\_\_\_

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

Checking Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

This authority is granted in accordance with the terms and conditions of the Association’s Pre-authorized Automatic Payment Agreement and Disclosure Statement, receipt of which is hereby acknowledged. This authority is to remain in full force and effect until BANK has received written notification from Association or its Agent of its termination in accordance with the terms and conditions of the Association’s Pre-authorized Automatic Payment Agreement and Disclosure Statement.

Signed: \_\_\_\_\_

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

Signed: \_\_\_\_\_

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

## Pre-Authorized Automatic Payment Agreement and Disclosure Statement

THIS AGREEMENT is made this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year) between the San Lorenzo Community Association (HEREAFTER “ASSOCIATION”) and the individual(s), corporation or other entity (HEREAFTER “OWNER”) who is the legal owner of the real property specified on the signature page of this agreement.

WHEREAS, the parties to this agreement wish to establish pre-authorized payments under the Automated Clearing House (“ACH”) Program for regular monthly assessments due ASSOCIATION from OWNER, which program is regulated by the Automated Clearing House Association and the Federal Reserve Bank Rules.

### IT IS THEREFORE AGREED AS FOLLOWS:

1. The amount of the automated payments under this agreement will equal the amount of regular monthly assessment. Funds will be applied to OWNER’S account in accordance with the ASSOCIATION’S policy for cash application. All other assessments, including special assessments, late fees, interest, costs of collection, fines, or any other fees or assessments levied in connection with the governing documents will be reflected on a statement and OWNER agrees to promptly pay by separate check, these other charges as they become due.
2. Pre-authorized debits to your account will be processed on the fifth (5th) day of each calendar month in the amount of your regular assessment payment. Should the fifth (5th) fall on a weekend or bank holiday, debits will be processed on the next banking business day. Payments so collected will be deposited to the checking account of ASSOCIATION, reported to ASSOCIATION’S managing agent (“MANAGER”), and credited to your association account.
3. Debits to your deposit account will reflect the current monthly assessment implemented under the direction and authorization of the Board of Directors and in accordance with ASSOCIATION’S governing documents. OWNER authorizes ASSOCIATION and its MANAGER to adjust the debit pre-authorized by this agreement to coincide with the effective date of any increase or decrease in the regular monthly assessment due ASSOCIATION.
4. This agreement and the service undertaken hereunder in no way alters or lessens OWNER’S obligations under the ASSOCIATION governing documents, including its rules and regulations. Furthermore, OWNER agrees that ASSOCIATION, by accepting any pre-authorized payment of a regular assessment, is not waiving any legal right or legal remedy it otherwise has with respect to a pre-existing default of OWNER for delinquent assessments or other charges and OWNER specifically agrees that collection of any pre-authorized payment hereunder will not affect any pre-existing lien of ASSOCIATION previously noticed and recorded, merely by virtue of its acceptance of a regular assessment collected under this agreement.

5. ASSOCIATION or its MANAGER may terminate this agreement by written notice to OWNER, under the following conditions:
  - a. Should a charge against OWNER'S deposit account be dishonored by the remitting bank due to insufficient or otherwise unavailable funds, two (2) consecutive times in any twelve (12) month period;
  - b. Should the OWNER'S deposit account close or a "stop payment" be issued against the charge;
  - c. Should the OWNER fail to comply with the terms and conditions of this agreement;
  - d. Should the OWNER transfer title or ownership of the property;
  - e. Should ASSOCIATION or its MANAGER discontinue the program;
  - f. Should ASSOCIATION and/or its MANAGER terminate, or issue notice on intention to terminate, their management contract.
6. Transactions by the OWNER may be canceled by written notice at any time except during the ten (10) business days immediately preceding the scheduled transaction date. Notice of cancellation received during the aforementioned ten (10) day period will be effective prior to the following processing period.
7. Any charges assessed by OWNER'S bank or financial institution on account of insufficient funds or incorrect enrollment information are the OWNER'S sole responsibility. OWNER is responsible for any electronic funds transfer fees or similar charges which may be incurred by OWNER'S bank or financial institution.
8. OWNER authorizes the disclosure of information hereunder to third parties about OWNER'S account or transfers hereunder:
  - a. where it is necessary for completing transfers;
  - b. in order to verify the existence and conditions of your account for a third party, such as MANAGER;
  - c. in order to comply with government agencies or court orders; or
  - d. in the case where you otherwise give ASSOCIATION or its MANAGER or ASSOCIATION'S bank written permission.
9. OWNER releases ASSOCIATION and its MANAGER and agents for any liability as a result of any improper, incorrect or unauthorized transfers including, but not limited to, any consequential damages as a result of any improper, incorrect or unauthorized transfer, except for the gross negligence of ASSOCIATION, but in any event ASSOCIATION shall be liable, if at all, for maximum amount equal to the preauthorized monthly amount specified under this agreement.
10. The person(s) signing this agreement warrants(s) and represents that he/she/they has/have the actual authority to enter into this agreement.
11. NOTICES Any notices under this agreement shall be in writing and shall be served either personally or delivered by U.S. mail, first class, postage prepaid, or by Federal Express, or other nationally recognized delivery service. Notices shall be deemed received at the earlier of actual receipt or three days following deposit in U.S. mail, postage prepaid or delivery to Federal Express or other courier service, charges prepaid. Notices shall be directed to the addresses shown on the

signature page. Any party may change its address for notice purposes by giving notice to the other party in accordance with this section.

- 12. ENTIRE AGREEMENT This agreement, including the attached Pre-authorized Automatic Payment Authorization, contains all representations and the entire understanding and agreement between the parties. This agreement may not be modified or amended without the express written consent of the parties.

**Please Read Before You Sign**

**Owner**

**San Lorenzo Community Association**

*Signature*

*Signature*

*Printed Name*

*Printed Name*

ATTACH A VOIDED CHECK

## 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 January 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 assessment 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 5665-5725(a) 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 5665-5725(a).

**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.

**Restriction of Privileges** - Without prejudice to its right to continue with and/or take other collection action, an owner’s membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §4820 and Corporations Code §7341 for assessments in arrears for at least 60 days. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges.

**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) 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 5665-5725(a) 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 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 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.

**Pre-foreclosure-** Upon Board approval, if the amount of the delinquent regular or special assessments exceeds \$1,800.00 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 California Civil Code 5705(a), 5715(a) and 5720(a) for the foreclosure of deeds of trust. In lieu of proceeding with foreclosure of the assessment lien, the Board may elect to proceed with a judicial suite for collection of the delinquency.

## San Lorenzo Community Association Contact List

### Association Contact Information

StoneKastle Community Management Inc.  
General Line and all other Association matters

714-395-5245

Escrow and Billing Questions  
City Satellite

714-395-5245

714-350-3551

### City of Yorba Linda Contact Information

Orange County Sheriff  
Library  
Orange County Fire Authority  
Public Works  
Gas Company  
Electric Company  
Parks and Recreation General Information  
Yorba Linda Community Center  
Black Gold Golf Course  
Senior Services

714-647-7000

714-777-2873

714-573-6000

714-961-7170

800-427-2200

800-655-4555

714-961-7160

714-961-7181

714-961-0060

714-961-7181

\*This information is Subject to Change.