



LAW OFFICES

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05697-002

April 21, 2015

To: All Owners

Re: Vista del Parque Association ("Association") /Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Amended CC&Rs") and Amended and Restated Bylaws ("Amended Bylaws")

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Dear Owners:

This law firm represents the Association. As you may know, the Association's board of directors ("Board") has been hard at work revising and updating the Association's CC&Rs and Bylaws to reflect changes in the law as well as to reflect the current practices of the Association. This has been a time consuming and diligent effort by all involved. The objective throughout has been to provide an understandable document containing the necessary and legally required provisions and balancing the rights of the homeowners generally to unimpeded enjoyment of the project and a minimum of restrictions on the individual homeowner and the use of his/her/their property.

After considering input from owners that it received at two informational meetings, the Board is moving forward with presenting drafts of the Amended CC&Rs and Amended Bylaws to the owners for their approval.

For your convenience, we have highlighted some of the major issues considered by the Board and some of the major modifications between the Association's existing governing documents and the Amended CC&Rs and Amended Bylaws<sup>1</sup>. **WE WANT TO MAKE CLEAR THAT THIS IS NOT AN EXHAUSTIVE SUMMARY OF ALL THE CHANGES WHICH HAVE BEEN MADE. IT IS TO YOUR BENEFIT THAT YOU TAKE THE TIME TO READ THE PROPOSED AMENDED CC&RS AND AMENDED BYLAWS IN THEIR ENTIRETY.**

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<sup>1</sup> This is not a comparison of the first draft of the Amended CC&Rs and Bylaws distributed prior to the March 5, 2015, informational meeting, the April 9, 2015, informational meeting and/or the latest draft.

The Amended CC&Rs and Amended Bylaws delete all the references to the project developer (the "Declarant") and the special provisions which relate to the initial construction/operation of the Association while the Declarant was still involved with the project. Furthermore, though California law relating to common interest developments is always changing, the California Civil Code sections relating to community associations have been significantly revised in the past forty years. The Amended CC&Rs and Amended Bylaws have been modified to take the revised sections of the California Civil Code into account.

**Here are some additional highlights from the Amended CC&Rs and Amended Bylaws:**

<b>TOPIC</b>	<b>AMENDED CC&amp;RS</b>	<b>EXISTING CC&amp;RS</b>
Architectural Review (Article XII)	<ul style="list-style-type: none"> <li>- All reviews shall be conducted by the Board</li> <li>- Approvals and disapprovals must be in writing</li> <li>- The deadline for response is 60 days. If Board does not make a decision within 45 days, there is a procedure for an owner to compel a decision by the committee or else approval not required</li> </ul>	<p>All approvals must be in writing from the Board or an architectural committee</p> <p>No time frame for response</p>
Limitation of Liability (Article VII, Section 7.6)	The Amended CC&Rs contains exculpatory language which relieves the Association from responsibility for, among other things, water damage to a unit or loss of use thereof unless there is gross negligence or willful misconduct on the part of the Association	None
Owner Insurance (Article XI)	Recommended But Not Required	Not required

TOPIC	AMENDED CC&RS	EXISTING CC&RS
Rebuilding After Disaster (Article X)	In the aftermath of the Northridge earthquake, we discovered that many associations' governing documents contained time restraints and conditions relating to the repair of the complex after major damage is sustained that are unreasonable, costly and/or virtually impossible to satisfy. The Amended CC&Rs have been drafted to facilitate the rebuilding process; however, please note that in the event that owners voted not to rebuild, the insurance proceeds would be distributed to the owners in the same manner as the Association's existing CC&Rs.	In the event property is not rebuilt after disaster, insurance/sale proceeds distributed equally among owners
Use Restrictions (Article V)		
Residential Use	Limits use of units to residential use, but clarifies that owners can have a home offices subject to certain conditions (e.g., does not produce or generate any external evidence thereof from outside the Unit)	Limits us of units to residential use
Pets	Reasonable number subject to Rules and Regulations  No dangerous breeds of dogs	Reasonable number



TOPIC	AMENDED CC&RS	EXISTING CC&RS
Rentals	<ul style="list-style-type: none"> <li>- Minimum initial lease term of 1 year</li> <li>- Persons purchasing their units after Amended CC&amp;Rs recorded will be prohibited from leasing units for initial year of ownership^^ (hardship exemption may be permitted)</li> <li>- New owners subject to rental cap of 25% of all units^^</li> <li>- Association has right to take enforcement action against Owner if he/she fails to do so</li> </ul> <p>^^ Occupancy by Immediate Family Member does not constitute a lease</p>	Minimum rental of 30 days
Occupancy	Section 5.11 of the Amended CC&Rs prohibits owners from entering into leases with, and/or selling their units to persons who have been convicted of a violent felony and/or who are required to register as a sex offender. Existing owners and/or occupants who fall into these categories are grandfathered in.	

TOPIC	AMENDED BYLAWS	EXISTING BYLAWS
Number of Directors/Terms (Article IV, Section 4.1)	3 persons elected annually	5 persons serving elected annually

TOPIC	AMENDED BYLAWS	EXISTING BYLAWS
Qualifications of Candidates (Article IV, Section 4.1)	<ul style="list-style-type: none"> <li>- Record owner</li> <li>- Not delinquent by more than 30 days in the payment of any assessment levied by the Association</li> <li>- Only one owner from each unit can be on the Board at one time</li> </ul>	No qualifications
Qualifications for Board Members (Article IV, Section 4.1)	<ul style="list-style-type: none"> <li>- Record owner</li> <li>- Not delinquent by more than 30 days in the payment of any assessment levied by the Association</li> <li>- May not miss 3 regular meetings of the Board within any 9-month period or 3 consecutive regular meetings of the Board</li> <li>- Only one owner from each unit can be on the Board at one time</li> </ul>	No qualifications
Proxies (Article III, Section 3.8)	Limited to quorum purposes only in connection with any secret ballot vote (such as elections of directors and votes to approve amendments to governing documents and assessments)	Unlimited
Cumulative Voting (Article IV, Section 4.2)	Not Allowed	Allowed (owner can vote 5 votes however he sees fit (e.g., give all 5 votes to 1 candidate, give 2 votes to a candidate and 3 to another candidate, etc.))

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TOPIC	AMENDED BYLAWS	EXISTING BYLAWS
Officers	Must be members of the Association	Need not be members of the Association
Voting by Secret Ballot	Updates the voting procedures to reflect revisions to California law	
Special Meetings of Members	Conformed to California law which states that special meeting of members may be called by the president, two board members or a petition signed by 5% of the membership	Can be called by the president or a petition signed by 13% of the membership

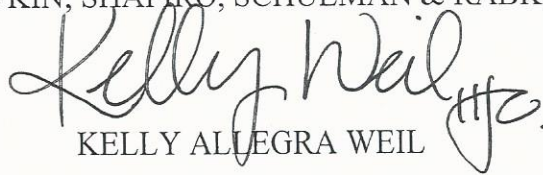
The Amended CC&Rs also set forth the maintenance responsibilities of the owners as set forth on Exhibit "A" hereto.

Please note that the Association's CC&Rs provides that any amendment must be approved by at least seventy-five percent (75%) of the first mortgage holders. Amendments to the Bylaws must be approved by at least a majority of a quorum of owners.

If you have any questions, please contact the Board.

Very truly yours,

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

  
KELLY ALLEGRA WEIL

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Enclosures



**EXHIBIT "A" -REPAIR AND MAINTENANCE SCHEDULE**

<b>Unit Component</b>	<b>Association Responsibility</b>	<b>Owner Responsibility</b>
Appliances inside a Unit (including, but not limited to, refrigerators, dishwashers, ranges, ovens, washers and dryers, water heaters, and garbage disposals)		Maintain, Repair and Replace
Balcony Structures, Surfaces, Decks and Railings	<p>Paint surfaces of balcony structure (stucco) and railings</p> <p>Repair and Replace any balcony elements (structure, surfaces, decks, waterproofing and railings) as originally constructed/designed (or altered only to specifically meet current building code requirements at the time of repair or replacement) , with cost of such repair and replacement shared equally by the Association and Unit Owner</p>	<p>Maintain all balcony elements (structure, surfaces, decks, waterproofing and railings)</p> <p>Maintain, Repair and Replace any balcony elements (structure, surfaces, decks and railings) that have been altered from the original construction/design at the Owner's sole expense</p>
Ceiling Surfaces (including any paint, wall paper and acoustical coatings)		Maintain, Repair and Replace
Chimneys/Fireplaces (including, but not limited to, flues, fire boxes and spark arrestors)		Maintain, Repair and Replace
Doors		
Front Door	Maintain Exterior Surface	Maintain, Repair and

Unit Component	Association Responsibility	Owner Responsibility
	Only	Replace all other components of front door including door, casing, interior surface and hardware
Garage Door	Maintain, Repair and Replace	
Patio/Balcony Doors (including, but not limited to, door, door frames, surfaces, hardware, casing and thresholds)		Maintain, Repair and Replace
All Door Weatherstripping		Maintain, Repair and Replace
Doorbell exterior panels, buttons and circuits		Maintain, Repair and Replace
Doorbell chimes inside the Unit		Maintain, Repair and Replace
Dryer Duct Work		Maintain, Repair and Replace
Exterior Light Fixtures		
Front door light fixture and bulb	Maintain, Repair and Replace	
Patio/Balcony Light Fixture and bulb		Maintain, Repair and Replace
Exterior stucco, molding and trim	Maintain, Repair and Replace	
Exterior vents for plumbing and appliances (other than dryer ducts)	Maintain, Repair and Replace	
Floor Surfaces in Unit Interior		Maintain, Repair and Replace



Unit Component	Association Responsibility	Owner Responsibility
Gas Piping System	Maintain, Repair and Replace gas meter, earthquake valves, shut-off valves, traps, supports, hangers and gas piping (main and branch line) from gas utility point of delivery downstream to last "diverting fitting" serving more than one Unit.	Maintain, Repair and Replace branch line piping, traps, supports, hangers and shut-off valves from Unit Owner outlet upstream to first "diverting fitting" serving more than one Unit.
Heating and Air Conditioning Equipment/Furnaces (including lines, wires, vents, pipes, duct work, over flow pans, platforms and any other related equipment related thereto located inside walls and/or running from the roof down to a Unit)		Maintain, Repair and Replace
Interior wood trim, cabinets and shelves		Maintain, Repair and Replace
Landscaping - Patios and Balconies (including, but not limited to, maintaining, trimming and replacing in a neat and attractive condition and in a manner which does not endanger the Common Area by roots, branches, over-watering or otherwise)		Maintain, Repair and Replace
Landscaping in Common Area	Maintain, Repair and Replace	
Patio fences		Maintain, Repair and Replace
Patio floor surfaces		Maintain, Repair and Replace

Unit Component	Association Responsibility	Owner Responsibility
Patio floor structure (e.g., cement slab)		Maintain, Repair and Replace
Patio drains	Repair and Replace patio drains as originally constructed/designed, with the cost of such repair and replacement shared equally by the Association and the Unit Owner	Maintain including periodic flushing of drains to prevent backup  Repair and Replace any patio drains which have been altered from the original construction/design at Owner's sole expense
Plumbing fixtures inside a Unit (including, but not limited to, fixtures, toilets, faucets, bathtubs, tub and shower valves, shower pans, drain lines, and angle stops which exclusively service a Unit, wherever located)		Maintain, Repair and Replace  Maintain, Repair and Replace including periodic flushing of drains to prevent back-ups
Roofs	Maintain, Repair and Replace	
Rain gutters and downspouts	Maintain, Repair and Replace	
Security Equipment - any locks, intercom equipment and security systems installed by an Owner in a Unit		Maintain, Repair and Replace
Sprinkler system, controls & heads (inside a Unit)		Maintain, Repair and Replace
Stairs and Common Walkways	Maintain, Repair and Replace	
Telephones (including, but not limited to, lines, jacks and wiring) inside a Unit		Maintain, Repair and Replace

Unit Component	Association Responsibility	Owner Responsibility
Walls (Including Drains and Wiring Therein):		
Wall Surfaces (including any paint, wallpaper and other finishes)		Maintain, Repair and Replace
Plumbing Drain, Waste and Vent Piping (collectively, "Drains") Inside Units Serving Individual Unit	Maintain, Repair and Replace that portion of Drains located inside walls	Maintain, Repair and Replace that portion of Drains located inside Unit including periodic flushing of drains to prevent back-ups
Electrical Wires in Walls Inside Units Serving Individual Unit		Maintain, Repair and Replace
Unit's circuit breaker panel		Maintain, Repair and Replace
Switches and outlets inside the Unit		Maintain, Repair and Replace
Cable TV Wiring in Walls Inside Units Serving Individual Units		Maintain, Repair and Replace
Water Piping System	Maintain, Repair and Replace water piping meter, valves, supports, hangers and water piping (main and branch line) from water meter downstream to last "diverting fitting" serving more than one Unit.	Maintain, Repair and Replace branch line piping, supports, hangers and valves from Unit Owner outlet upstream to first "diverting fitting" serving more than one Unit.
Windows (including, but not limited to, glass, frames, hardware, rollers, casing, locks, latches, screens, frames and		Maintain, Repair and Replace



Unit Component	Association Responsibility	Owner Responsibility
caulking)		

Notes:

1. The Association is not responsible for any repair or replacement which results from a loss caused by an Owner or anyone living in or visiting the Owner's Unit.
2. Owners may not make any alterations to any component visible from the exterior of his or her Unit or to any plumbing or electrical wiring inside the walls unless the Owner complies with all requirements of the Declaration and obtains any consents required thereby.
3. In the event of a dispute regarding whether a component serves an individual Unit or more than one Unit, the determination of the Board shall be final.