

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

c/o Transcontinental Management, Inc.  
3355 Mission Avenue, Suite #111  
Oceanside, CA 92058

February 23, 2015

Dear Owner:

Enclosed, please find your copy of the approved 2015 Budget, Collection Policy, Fine Policy, Insurance Coverage Summary, Reserve Summary, Assessment and Reserve Funding Disclosure Summary, Alternative Dispute Resolution, Internal Dispute Resolution, Notice of Assessments and Foreclosure, Miscellaneous Disclosure Statement, Outstanding Loan Information Disclosure and the Architectural Design Guidelines and forms.

These enclosed documents are a legal requirement to be disbursed yearly to each member of the Association. After careful review, the Board of Directors has determined that an increase in the monthly assessment is needed. **As of April 1, 2015 your monthly assessment will be \$370.00 per unit per month which is a 7% increase.** Late fees of \$37.00 are applied to all payments received after the 15<sup>th</sup> of the each month.

**Please note** that of the \$24.40 increase, \$5.45 of this is a direct result of a lack of volunteers. Dumpster enclosures and restrooms have been cleaned by the same volunteers for the past three years. These volunteers no longer wish to continue doing this indefinitely so the Association had no choice but to hire someone to do this work once a week. Additionally, plumbing repairs have trended over this past year in excess of \$27,000.00, utilities and landscape maintenance costs have also gone up.

After decades of deferring needed maintenance, the Association has made great strides in catching up these last few years. Please take the time to review the enclosed budget and note the Association's actual costs of operation. You may also go online and visit our website at **[www.vistaparkvillas.com](http://www.vistaparkvillas.com)**.

For your additional information, meeting notices are posted at all dumpster enclosure locations and on the entry door of the pool meeting room.

If you have any questions with regard to the enclosed documents, please contact Danielle Mancini, our Association Manager at 760/439-8611 x212.

Sincerely,

**THE BOARD OF DIRECTORS**  
Vista Park Villas

**VISTA PARK VILLAS**
**2015-16 APPROVED BUDGET**

	2015	2015	2015	
	PER UNIT	MONTHLY	YEARLY	
<b>DUES</b>	<b>370</b>	<b>34040</b>	<b>408480</b>	
<b>EXPENSES</b>				
<b>Utilities</b>				
Electric	6.52	600	7200	
Water	68.48	6300	75600	
Trash Service	20.16	1855	22260	
Total Utilies	95.16	8755	105060	
<b>General Maintenance</b>				
Landscape Maint Contract	36.25	3335	40020	
Landscape Extras	2.72	250	3000	
Irrigation	9.57	880	10560	
Common Area Maintenance	8.15	750	9000	
Common Area Supplies	7.07	650	7800	
Lighting Maintenance	0.27	25	300	
Pest Control Contract	2.57	236	2832	
Dumpster Pickups	1.63	150	1800	
<i>*Plumbing Repairs</i>	2.17	200	2400	
Drain & Extinguisher Maint.	1.80	166	1992	
Pool Maintenance	2.45	225	2700	
Pool Extras	2.34	215	2580	
Pool Gate	0.54	50	600	
Restrm/Dumpster Cleaning	5.43	500	6000	
<b>Total General Maintenance</b>	<b>82.96</b>	<b>7632</b>	<b>91584</b>	
<b>ADMINISTRATIVE</b>				
Management	20.65	1900	22800	
Insurance	20.33	1870	22440	
Taxes	0.11	10	120	
Licenses Fees/Permits	0.47	43	516	
Misc Admin	1.55	143	1716	
Legal Fees & Collection	5.43	500	6000	
Audit & Tax Prep	1.09	100	1200	
<i>*Loan Serv/Int</i>	72.57	6676	80112	
Bad Debt Expense	4.35	400	4800	
<b>Total Administrative</b>	<b>126.54</b>	<b>11642</b>	<b>139704</b>	
<b>TOTAL OPERATING EXPENSES</b>	<b>304.66</b>	<b>28029</b>	<b>336348</b>	
<b>TOTAL RESERVE ADDITIONS/UNIT</b>	<b>65.34</b>	<b>6011</b>	<b>72132</b>	
<b>TOTAL EXPENSES &amp; RESERVES</b>	<b>370.00</b>	<b>34040</b>	<b>408480</b>	
*plumbing reroutes charged to reserves in 2015 (projected \$24.64 per unit/mth)				
*Interest only loan converted to 10 yr loan 11/2014				

## **ASSESSMENT COLLECTION POLICY**

Because the Association is responsible for managing, maintaining and repairing the common areas, timely payment of assessments is extremely important to the operations of the Association. Owners' failure to pay assessments when due creates a cash flow problem for the Association and disrupts operations. As a result, the Board has adopted the following policies for the collection of delinquent assessments.

**Assessment Due Date.** Regular assessments are payable monthly in twelve (12) equal installments. Each installment is due on the 1st day of each month and delinquent if not paid by the 15th of the month. Any billing statements are sent as a courtesy. Payment of assessments is required even if you do not receive coupons or a billing statement. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment.

**Delinquent Assessments.** Delinquent assessments will be subject to late charges and interest as follows:

- **Late Charge.** Delinquent assessments will be assessed a late charge of \$10.00 or ten percent (10%) of the amount of the delinquent assessment, whichever is greater. A late charge will not be imposed more than once per delinquent installment.
- **Interest.** Any installment not paid by the thirtieth (30th) day of the month will accrue interest at the rate of twelve percent (12%) per annum.

**Liability for Collection Costs.** All late charges, interest, attorneys' fees, and collection costs incurred by the Association will be added to the owner's account and will become the liability of the owner.

**Enforcement Rights.** Assessments are the separate debt of owners. In addition to any other rights provided for by law or described in the Association's CC&Rs, Bylaws or other governing documents, the Board has the right to collect delinquent assessments as follows:

- **File Suit.** The Association may commence and maintain a lawsuit directly on the debt without waiving its right to establish a lien and initiate foreclosure against the owner's Unit for the delinquent assessment. In any action to collect delinquent assessments, late charges or interest, the prevailing party will be entitled to costs and reasonable attorneys' fees. If such costs and fees are awarded to the Association, they will become a reimbursement special assessment against the owner.
- **Lien and Foreclosure.** The Association may file a lien against the owner's Unit for the amount of the delinquent assessment together with any late charges, interest, costs, attorneys' fees and penalties. The association shall follow all statutory requirements before filing such lien, and may foreclose upon such lien, either judicially or non-judicially, as provided by law. The Association, through its Board, may bid on the Unit at the sale, and may hold, lease, mortgage, and convey the acquired Unit.
- **Suspend Privileges and Voting Rights.** The Board may suspend the common area privileges and voting rights of any owner who is more than thirty (30) days delinquent in paying any assessment. Common area privileges and voting rights will remain suspended until the delinquency, including any accumulated penalties, interest and costs of collection, has been paid in full.
- **Publish Names.** Delinquent owners may be listed in Board meeting minutes along with the action, if any, taken by the Board such as placement of a lien, suspension of privileges, etc.
- **Additional Remedies.** The remedies described above are in addition to and not in substitution of any other rights and remedies the Association may have.

**Returned Checks.** Returned checks are subject to the maximum service fee permitted by law.

**No Offsets Allowed.** As required by law, owners may not offset payment of their assessments for any reason.

**Crediting Payments.** Any payments received will be credited to the outstanding balance in the following order: special assessments, reimbursement special assessments, regular assessments, monetary penalties and fines for rules violations, late charges, attorneys' fees and costs, and interest.

**Attorneys' Fees.** If a lawsuit or foreclosure action is initiated by the Association to recover assessments, the Association is entitled to recover not only the amount in default but also reasonable costs of collection, including title company charges and attorney fees as provided for by statute as well as the Association's CC&Rs, Bylaws or other governing documents.

**Overnight Mail.** You may send your payment by overnight mail to 5120 Avenida Encinas, Suite 110, Carlsbad, CA 92008

**Notice of Assessments and Foreclosure.** The statutorily required Notice of Assessments and Foreclosure is on the reverse of this page.

## NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

### PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

As approved by the Board of Directors at a duly held meeting on July 25, 2013

## **Enforcement and Fine Schedule:**

The Association may levy fines and/or suspend membership rights or voting rights against an owner for violations of the governing documents, which include the CC&Rs, Bylaws and Rules and Regulations.

When an owner and/or tenants/guests violate the governing documents a warning letter will be sent, with either an immediate cease and desist or depending on the violation up to 30 days to comply.

If, after the given compliance time, the violation remains uncorrected, the owner will be sent a second letter requesting them to appear before the Board for a hearing on the matter. This hearing letter shall provide no less than two weeks (14 days) notice prior to the date of the hearing.

The owner may come to the hearing and speak in person or submit a written statement if received 5 days prior to the hearing.

The owner will be informed of the Association's decision by mail within 10 days.

If fines are assessed, failure to pay them will lead to legal action being taken to collect.

First Warning Violation letter – No fine  
Second Letter – Sets Hearing Date

If fined as a result of the hearing:

First Fine - \$150.00 plus a \$15.00 Administration fee for each violation

Second Fine for same violation - \$300.00 plus a \$15.00 Administration fee with an additional \$300.00 assessed for every month the violation is not corrected.

Intentional damage to the common area will be fined \$150.00 plus the cost of the repair.

ARTICLE 3. ALTERNATIVE DISPUTE RESOLUTION (ADR) PREREQUISITE  
TO CIVIL ACTION

§5925. ADR Definitions

■ As used in this article:

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decisionmaking process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) ■ Enforcement of this act.

(2) ■ Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) ■ Enforcement of the governing documents. [2012 - Based on former §1369.510]

§5930. ADR Required Before Filing Certain Actions

■ (a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute. [2012 - Based on former §1369.520]

§5935. Initiating ADR by Request for Resolution

■ (a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the member, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party. [2012 - Based on former §1369.530]

§5940. Time for Completing ADR Process and Cost Splitting

■ (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party ■ initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The ■ costs of the alternative dispute resolution shall be borne by the parties. [2012 - Based on former §1369.540]

**§5945. Effect of ADR on Statutes of Limitation**

■ If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940. [2012 - Based on former §§1369.550]

**§5950. Filing ADR Certificate when Filing Court Action**

■ (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties. [2012 - Based on former §1369.560]

**§5955. Referral to ADR and Stay of Court Action by Stipulation**

■ (a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The ■ costs of the alternative dispute resolution shall be borne by the parties. [2012 - Based on former §1369.570]

**§5960. Refusal to Participate in ADR; Effect on Award of Fees and Costs**

■ In an enforcement action in which ■ attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable. [2012 - Based on former §1369.580]

**§5965. Annual Disclosure of ADR Procedures to Members**

■ (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310. [2012 - Based on former §1369.590]

**ARTICLE 2. INTERNAL DISPUTE RESOLUTION (IDR)**

**§5900. Applicability of IDR to Association-Member Disputes**

■ (a) This article applies to a dispute between an association and a member involving their rights, duties, or liabilities under this act, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the governing documents of the common interest development or association.

(b) This article supplements, and does not replace, Article 3 (commencing with Section 5925), relating to alternative dispute resolution as a prerequisite to an enforcement action. [2012 - Based on former §1363.810]

**§5905. Fair, Reasonable and Expeditious IDR Procedure Required**

■ (a) An association shall provide a fair, reasonable, and expeditious procedure for resolving a dispute within the scope of this article.

(b) In developing a procedure pursuant to this article, an association shall make maximum, reasonable use of available local dispute resolution programs involving a neutral third party, including low-cost mediation programs such as those listed on the Internet Web sites of the Department of Consumer Affairs and the United States Department of Housing and Urban Development.

(c) If an association does not provide a fair, reasonable, and expeditious procedure for resolving a dispute within the scope of this article, the procedure provided in Section 5915 applies and satisfies the requirement of subdivision (a). [2012 - Based on former §1363.820]

**§5910. IDR Procedure to Satisfy Specific, Minimum Criteria**

■ A fair, reasonable, and expeditious dispute resolution procedure shall at a minimum satisfy all of the following requirements:

(a) The procedure may be invoked by either party to the dispute. A request invoking the procedure shall be in writing.

(b) The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for the association to act on a request invoking the procedure.

(c) If the procedure is invoked by a member, the association shall participate in the procedure.

(d) If the procedure is invoked by the association, the member may elect not to participate in the procedure. If the member participates but the dispute is resolved other than by agreement of the member, the member shall have a right of appeal to the board.

(e) A resolution of a dispute pursuant to the procedure, which is not in conflict with the law or the governing documents, binds the association and is judicially enforceable. An agreement reached pursuant to the procedure, which is not in conflict with the law or the governing documents, binds the parties and is judicially enforceable.

(f) The procedure shall provide a means by which the member and the association may explain their positions.

(g) A member of the association shall not be charged a fee to participate in the process. [2012 - Based on former §1363.830]



**§5915. Default IDR Procedure**

■ (a) This section applies to an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

(3) The board shall designate a director to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

(d) A member may not be charged a fee to participate in the process. [2012 - Based on former §1363.840]

**§5920. Notice to Members Describing IDR Procedure Used**

■ The annual policy statement prepared pursuant to Section 5310 shall include a description of the internal dispute resolution process provided pursuant to this article. [2012 - Based on former §1363.850]

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In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

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At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

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### PAYMENTS

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An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

### MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

## MISCELLANEOUS DISCLOSURES

### California Civil Code 5310, Section 4950

"The approved minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any meeting of the board of directors of an association, other than executive session, shall be available to members within 30 days of the meeting. The approved minutes, proposed minutes, or summary minutes shall be distributed to any member of the association upon request and upon reimbursement of the association's costs for making that distribution."

### California Civil Code 5320

A copy of the full reserve study is available upon request and upon reimbursement of the association's cost for complying with such request.

### California Civil Code 4040, Section 5260

"A member of an association may provide written notice by facsimile transmission or United States mail to the association of a secondary address. If a secondary address is provided, the association shall send any and all correspondence and legal notices required pursuant to this article to both the primary and secondary address."

### California Civil Code 5310, Section 4045

A member has an option to receive general notices by individual delivery.

### California Civil Code 5310, Section 5655

The mailing address for overnight payment of assessments is as follows:

Transcontinental Management, Inc.  
3355 Mission Avenue, Suite 111  
Oceanside, CA 92058

### California Civil Code 5310, Section 4035

The person designated to receive official communications on behalf of the Association is Mr. Jerry Herritt, President and CEO of Transcontinental Management, Inc.

# **VISTA PARK VILLAS CONDOMINIUM ASSOCIATION**

## **Outstanding Loan Information Disclosure**

Per Civil Code 5300 the following loan disclosure information as required by law is as follows:

1. The Association has a Business Loan with Pacific Western Bank in the amount of \$620, 000.00.
2. Present outstanding balance is \$608,216.85
3. Interest rate is presently 5.25% fixed for a 10 year term.
4. The monthly payment is \$6,675.43 for a 10 year term.
5. The maturity date is 10/30/24

## ARTICLE 7 - ARCHITECTURAL AND DESIGN CONTROL

7.1 *General.* Any change or improvement to the exterior of a Unit, or to the interior which affects the exterior of Unit, or any mechanical or service systems (HVAC systems, gas, water or electrical pipes or wires, etc.), or the structural integrity of any building, shall be governed by this Article. Changes or improvements to the Common Area by the Association do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Board. The Board may establish an architectural committee as provided herein to assist the Board in reviewing architectural submittals, and to provide recommendations to the Board with regard to approval or disapproval of any submittal. The foregoing notwithstanding, the Board shall be solely responsible for approving or rejecting any architectural submittal.

7.2 *General Changes Requiring Prior Approval.* Nothing may be erected, placed or planted on the exterior of any Unit, or on the Common Area by any Owner, including any building, fence, wall, pool, spa, obstruction, outside or exterior wiring, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, trellis, tree, grass, shrub or other landscaping, any improvement or structure of any kind without the prior written approval of the Board. Modifications to the interior of Units which have the potential to affect the Common Area walls, roofs or other areas also shall require prior approval. Additionally, and except as provided in Section 7.3 below, prior written Board approval shall be required for any alteration, modification, painting or other change or addition to any existing improvement or landscaping.

7.3 *Specific Changes.* Subject to other applicable restrictions contained in the Governing Documents, Owners may modify their Units subject to the following:

7.3.1 Modifications or alterations of the exterior of any Unit must have the prior written consent of the Board or duly appointed architectural committee, including any modifications to facilitate handicapped access as provided by Section 1360 of the California Civil Code. Any approval of such handicapped access modification may be conditioned on such modification's removal, by the Owner at his or her sole expense, once the handicapped access is no longer necessary for the Unit.

7.3.2 In deciding upon floor coverings, Owners shall take all reasonable measures to choose floor coverings that mitigate sound transfer between Units.

7.3.3 No Owner may install any shutter, screen, blind, curtain, drape or other appurtenance in or on any window or door except those items which are in conformance with standards established by the Board.

7.3.4 No Owner may cover his or her Unit's patio or deck without the prior written consent of the Board, provided, however, that no Owner may enclose his or her patio or deck.

7.3.5 Except as provided by the Governing Documents, Owners shall not have the right to paint, decorate, remodel or alter any Exclusive Use Common Area or the Common Area without the prior written consent of the Board.

7.4 *Changes Not Requiring Prior Approval.* Notwithstanding Section 7.2 above, no permission or approval shall be required to repaint in accordance with the original color scheme or as previously approved by the Board, or to rebuild or replace in accordance with plans and specifications previously approved by the Board. Nothing contained herein shall be construed to limit the right of an Owner to paint the interior of his or her Unit any color desired, or to improve or alter any improvements within the interior of the Unit, provided such improvement or alteration does not impair or alter the Common Area, any utilities, or other systems servicing the Common Area or other Units.

7.5 *Architectural Rules.* The Board may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Rules." Said Architectural Rules shall set forth the standards and procedures for review by the Board and guidelines for architectural design, placement of improvements, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project, provided, however, that said Architectural Rules shall not be in derogation of the standards required by this Restated Declaration.

7.6 *Liability.* Neither the Board, any member thereof nor the architectural committee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, (c) the development of any property within the neighborhood, or (d) the execution and filing of an estoppel certificate whether or not the facts therein are correct, provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him or her.

7.7 *Non-Compliance with Laws.* Neither the Association, the Board nor the architectural committee shall be responsible for any non-compliance with any governmental law, rule or regulation of any building, improvement or other structure erected, constructed, installed, placed, altered modified or maintained in accordance with or pursuant to any plans and specifications approved by the Board or any defect in any conditions or requirements they may have imposed with respect thereto.

7.8 *Approval by City.* Prior to commencing any alteration or improvements approved by the Board, the Owner shall comply with all appropriate governmental laws and regulations. Approval by the Board shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction. The Association shall not be obligated to enforce the provisions of this Section. An Owner's failure to obtain such governmental approval may subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Board, which penalties shall be the responsibility of such Owner.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## BOARD GUIDELINES AND DESIGN APPROVALS

**PATIO COVERS** – The Board of Directors has approved a new patio cover design, effective this year, 2012. It was prepared by Catspaw Construction, who presently is replacing our patio fencing, as needed. He will be installing the first cover at 1110 Madera Lane. Plans needed to present to the City for a permit are being kept at Transcontinental Management. All patio covers from this year and on, must be of this design which is to current City code.

All patio covers that are currently installed may remain. They are covered by the "Grandfather Clause" as they were erected to City code at the time and with previous board approval.

Owners are responsible for the maintenance of the patio cover, meaning it must be kept in good repair, it must be water-proofed with a sealant, and treated for termites if and when needed.

Owners are responsible to obtain any permits, approvals, clearances that may be required by the City of Vista.

Owners are responsible for the structural soundness of the cover.

Owners who install patio covers must agree to sign a Maintenance and Indemnity Agreement that must be recorded with the County Recorder's office. This document provides the patio cover to become part of the condominium and that all future owners will be on notice that the cover is their responsibility to maintain.

**Upper Deck Patio Covers** – At no time can the cover penetrate the waterproof membrane deck surface. If the deck membrane is penetrated by the cover, the owner becomes responsible for the deck repair, as well as any other damage the penetration causes.

Owners understand that if they fail to maintain the cover, the Association has the right to ask them to remove the cover at their expense. The Association will also have the right to remove the cover if owner fails to do so, and assess the owner for the costs incurred.

Owners are responsible to inform any subsequent owner of their architectural responsibilities for the cover or the cover must be removed prior to selling their unit.

**GARAGE DOORS** – The approved metal roll up garage door is a Sequoia, short panel, white, no windows door. Many companies carry this type of door. In the past, many have used San Diego Garage Door Company at 760/945-3778.

**WINDOW AIR CONDITIONING UNITS** - Once approved for installation by the Board, must have a piece of clear Plexiglas above the unit. Nothing else is allowed.

**NEW VINYL WINDOWS** – Approval will be given only for undivided light glass with white or aluminum colored frames. Stationary frame windows may be replaced with single hung, casement or slider type windows in white or aluminum colored frames.

**SATELLITE DISHES** – Approval will be given only if Dishes are free standing and not attached to the roof, building or fences.

**PERSONAL LANDSCAPING** – Approval will be based on type of plants to be used. Once approved, owners will be responsible for the maintenance of their plantings.

Owners understand that if they fail to maintain these plants, the Association has the right to remove the plants and assess the owner for the costs incurred.

Owners are responsible to inform any subsequent owner of their architectural responsibilities to maintain the personal plantings they installed prior to selling their unit.

**SCREEN DOORS & SECURITY SCREEN DOORS** - The doors must be metal and either white, bronze or black in color.



# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## ARCHITECTURAL REQUEST FORM

(MUST BE SUBMITTED FOR APPROVAL BEFORE ANY WORK CAN BEGIN)

OWNERS NAME: \_\_\_\_\_ LOT #: \_\_\_\_\_

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

PHONE #: ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
HOME WORK/FAX

### **DESCRIPTION OF PROPOSED IMPROVEMENT:**

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**PROPOSED:** START DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_

Please enclose sketches and/or detailed plans/specifications that provide the following information:

1. Complete measurements/dimensions of proposed improvement.
2. Materials to be used & color if applicable
3. Drawing(s) showing affected elevations (patio covers, gates, etc.).

Any City Ordinances and/or Building Code requirements regarding this architectural request is strictly between the homeowner and these regulating bodies. Approval of this request **does not** imply that the Association's acceptance is based upon the above mentioned regulations. It is your responsibility to contact these regulating bodies before any work can begin.

Your request must be reviewed by the Architectural Committee, as well as, the Board of Directors. You will be given a decision within **thirty (30)** days from receiving this application, along with all plans, specifications and any other data required by the Committee/Board.

1. OWNER understands that ASSOCIATION shall **NOT** provide insurance coverage with respect to the approved alteration, and OWNER agrees to provide for all the necessary coverages.
2. OWNER, agrees to hold the ASSOCIATION harmless from any loss incurred in connection with the construction or maintenance of the herein-approved alteration.
3. Construction of the herein-approved alteration shall be pursued diligently and completed no more than ninety (90) days from the date the work begins.
4. OWNER agrees to be responsible for and to pay for any damage and/or leaks that are caused by the installation of the modification/alteration.
5. OWNER agrees to be responsible for any and all damage resulting to common area and/or drainage from installation of the modification/alteration.
6. OWNER agrees to hold ASSOCIATION harmless from any and all claims arising from the modification/alteration.

Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Co-Applicant Signature \_\_\_\_\_

**REQUIRED SIGNATURES, If Applicable**

ADJACENT/AFFECTED NEIGHBORS: \_\_\_\_\_

ADJACENT/AFFECTED NEIGHBORS: \_\_\_\_\_

ADJACENT/AFFECTED NEIGHBORS: \_\_\_\_\_

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**Architectural Committee Recommendation**

☐ **Unconditional Approval**

☐ **Conditional Approval** (as follows):

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

☐ **Disapproval** (for the following reasons):

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Committee Chair

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Board Member

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**RETURN TO:**

**Vista Park Villas HOA  
c/o Transcontinental Management, Inc.  
Attention: Danielle Mancini, Association Mgr.  
3355 Mission Avenue, Suite 111  
Oceanside, CA 92058**

**760/439-8611 x212  
FAX 760/439-7942**