

# Vista Park Villas Condominium Association

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c/o N. N. Jaeschke, Inc.  
9610 Waples Street  
San Diego, CA 92121-2992

February 5, 2025

RE: Annual Reports Summary

Dear Members:

Pursuant to Civil Code sections 5300, 5310 and 5320, the Association is providing you with the following summary of the Annual Budget Report and the Annual Policy Statement. If you want a full copy of the Reports, please contact your interim Community Manager, Charise McLaughlin with your request. The full reports will then be emailed to you. If you want an actual printed copy, please specify this, and provide a mailing address so that it can be mailed to you at the Association's cost.

The summary of the Annual Budget Report and Annual Policy Statement follows.

## I. Annual Budget Report

The Board must maintain the financial stability of our Association, while meeting ongoing maintenance costs which have increased due to inflation and rapidly escalating insurance premiums. The Board determined that there will be an increase in assessments. As of April 1, 2025, the monthly assessments will increase to **\$490.00**.

**Vista Park Villas was forced to obtain the California Fair Plan this year, resulting in an \$37,000 increase in insurance premiums alone. Even with the dues increase, a significant amount of funds previously intended for reserves after our loan retirement, is going to operating costs instead. This limits the projects for this fiscal year significantly. Most all the projects we contract for will be to comply with specific insurance demands and to maintain a larger balance to cover our new \$75,000 deductible, should it be needed.**

## 2. Summary of the Association's Reserves

Based on an onsite **2023** Reserve Study conducted pursuant to Civil Co section 5550(a), the Association's reserves are 25.9% funded based on the following amounts:

\$267,491.00 Reserve Cash \$1,033,149.00 Ideal Reserve Balance **(2023 balance)**

## 3. Summary of the Board Adopted Reserve Funding Plan

The Board's plan to fund the reserves is to increase regular assessments by \$34.00 this year in order to meet the Association's obligation for the repair and replacement of all major components with an expected remaining life of 30 years or less, not including those components that the Board has determined will not be replaced or repaired.

NOTE: Select pages of the Reserve Study are attached and a full copy of the Reserve Study is included in the full Annual Budget Report.

4. Statement of Deferral/Decision to Not Undertake Repair/Replacement of Major Component(s)

In accordance with Civil Code section 5300 (b)(4) and as of the date of this letter, the Board of Directors does not plan to defer repairs or replacement. The following projects will be completed this year: Additional full thickness asphalt replacement and sealing as well as other potential projects such as trash enclosure refurbishing as the budget allows.

5. Statement of Anticipated Special Assessment(s)

As of the date of this letter, the Board of Directors do not anticipate that a special assessment will be required to repair, replace or restore any major components or to provide adequate reserves.

6. For a Statement of Mechanism of Funding Reserves to Repair or Replace Major Components, please refer to the complete Reserve Study included in the full Annual Budget Report.
7. For a Statement Addressing Procedures Used to Calculate and Establish Reserves, please refer to the complete Reserve Study included in the full Annual Budget Report.
8. Statement of Association's Outstanding Loans

The Association does not have any outstanding loans.

9. The Insurance Disclosure Information is attached.
10. For the Assessment and Reserve Funding Disclosure, please refer to the complete Reserve Study included in the full Annual Budget Report.

## II. Annual Policy Statement

1. Statement of Name and Address of Person Designated to Receive Official Communications on behalf of the Association

The name and address of the person designated to receive official communications on behalf of the Association is as follows:

Name: Charise McLaughlin, Community  
Company: Manager  
Address: 9610 Waples St  
San Diego, Ca  
92121

2. Statement of Members' Ability to Have Notices Sent to up to Two Different Addresses

As provided in Civil Code sections 4040(b) owners have a right to receive one (1) copy of the annual report which the Association is required to provide. Upon receipt of a written request by a member, pursuant to Civil Code section 5260, identifying a secondary address for delivery of notices related to assessment payments, delinquencies and foreclosures, copies will be sent to both addresses. The owner's request must be in writing and must be sent to the Association in the manner provided in Civil Code sections 4035 and 5260.

3. Statement of the Posting Location for General Notices

The location designated for posting of a General Notice is on **VistaParkVillas.com**.

4. Notice of Members' Rights to Receive General Notices by Individual Delivery

Documents designated by the Civil Code as requiring General Delivery or General Notice will be delivered using one of the methods detailed in Civil Code section 4045(a). If a member of the Association wishes to receive these general notice documents by individual delivery, they must make such a request to the Association, and the Association will comply with the request.

5. Notice of Members' Rights to Minutes

The minutes or a summary of minutes of a Board meeting, other than an executive session are available to members within thirty (30) days of the meeting. Minutes, proposed minutes, or summary of minutes will be distributed to any member upon request and upon reimbursement of the Association's costs for making that distribution.

In order to make a request for a copy of minutes, members should contact Community Manager Charise McLaughlin

6. Statement of Assessment Collection Policies under Civil Code section 5730:

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**

The Association is required to provide a receipt for payments. 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 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)

7. Statement of Association's Policy for Collection of Delinquent Accounts

Assessment payments are due the first of each month and are considered delinquent 15 days after the first of the month. Statements are a courtesy reminder only. Assessment payments are the personal obligation of each owner. Please refer to the Vista Park Villas HOA Collection Policy included in the full Annual Policy Statement for more information.

8. Statement of Association's Discipline Policy and Schedule of Penalties/Fines.

The Association enforces the provisions of its governing documents (CC&Rs, Rules and Regulations, Architectural Guidelines, etc.) through its Enforcement Policy that entails notifying an owner, in writing, of an alleged violation and assessing fines if the violation is not cured. Prior to the assessment of a fine, the owner is called to a Hearing before the Board of Directors. Please refer to the Enforcement Policy included in the full Annual Policy Statement for more information.

The Schedule of Penalties/Fines is attached.

9. Summary of Association's Dispute Resolution Procedures (ADR and IDR)

The California Legislature has established a public policy in this state that requires the use of Alternative Dispute Resolution ("ADR") before resorting to litigation to resolve certain conflicts that arise in condominiums, planned developments and other common interest developments. The law requires every association to distribute a summary of California Civil Code sections 5925 through 5965 to its members annually and can be found in the full Annual Policy Statement prepared pursuant to Civil Code section 5310.

PLEASE NOTE, Civil Code section 5965 states:

"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."

10. Summary of Association's Procedures for Architectural Review is attached.

11. Statement of Address for Overnight Payment of Assessments.

Association Name: Vista Park Villas Condominium Association  
c/o: NN Jaeschke 9610 Waples St, San  
Address: Diego, CA 92121

12. Miscellaneous Disclosures as required by law or governing documents

A. Preparation of Annual Financial Statement

As provided in the Association's governing documents, the Association will have a review prepared by a Certified Public Accountant after the close of the fiscal year. That document and any information required by Corporations Code Section 8321 should be available within 120 days after the close of the fiscal year and, in accordance with Civil Code Section 5305, a copy of the review will be delivered to you.

B. Architectural Modifications for Persons with Disabilities

Apparent Architectural Violations or other Alleged Violations of our Governing Documents May Not Be Violations Due to Compliance with the Federal Fair Housing Act and/or the California Fair Employment and Housing Act.

Residents may see something that appears to be a violation of the governing documents and rules. Sometimes what seem to be "violations" are, in fact, "accommodations" required by law to be given to disabled residents. It's necessary to give disabled residents an equal opportunity to use and enjoy the premises. Please understand that some disabilities may not be apparent just by looking at the person who has a disability. Also, the type of architectural change made may seem as if it is unrelated to any form of disability, but that is because there are so many different types of disabilities that require many different types of accommodations. These accommodations should not be interpreted as meaning the Association is not serious about enforcing community standards and rules, only that the Association is observing of its legal duty to comply with disability protection laws.

Article I, Section 1 of the California Constitution also includes a personal right to privacy. Thus, even if you ask about an apparent architectural or other violation, we may not be able to tell you

very much, if anything, about it. We can confirm we,are aware of it, and the Association authorized it to make an accommodation required by law. If you have questions about this issue, please contact management.

C. Vista Park Villas Deck, Patio, and Common Area Rules

All space outside a unit's airspace, including building walls, fences, plants and the ground are the Association's property per the community's CC&Rs. Association plantings are not to be removed or trimmed by residents/owners.

13. Condominium Projects – FHA/VA Disclosures attached.

14. Charges for Documents Provided is attached.



|                                     |                    |                        |                           |                          |  |  |
|-------------------------------------|--------------------|------------------------|---------------------------|--------------------------|--|--|
| Vista Park Villas                   |                    |                        |                           |                          |  |  |
| 2025/2026                           |                    |                        |                           |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Effective Date: April 1, 2025       | 2025/2026          | 2025/2026              | 2025/2026                 | NOTES                    |  |  |
|                                     | Treasurer Proposed | Per Unit Proposed      |                           |                          |  |  |
| Number of Doors 92                  |                    |                        | Mthly Dues per unit       |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
|                                     | \$ 540,960.00      | \$ 5,880.00            | \$ 490.00                 |                          |  |  |
| INCOME                              |                    |                        |                           |                          |  |  |
| Account                             | Annual Budget      |                        |                           | Notes                    |  |  |
| 4010 ASSESSMENTS                    | \$ 540,960.00      | \$ 5,880.00            | \$ 490.00                 | *                        |  |  |
| 4248 ADMINISTRATIVE FEE INCOME      | \$ -               |                        |                           |                          |  |  |
| 4710 LATE FEES & INTEREST INCOME    | \$ -               |                        |                           |                          |  |  |
| 4810 COMPLIANCE FINES               | \$ -               |                        |                           |                          |  |  |
| 4910 Interest Earned - Reserve Acct | \$ 1,000.00        | \$ 10.87               | \$ 0.91                   |                          |  |  |
| 4905 RESERVE CONTRIBUTION INCOME    |                    |                        |                           |                          |  |  |
| Total                               | \$ 541,960.00      | \$ 5,890.87            | \$ 490.90                 |                          |  |  |
| EXPENSES                            |                    |                        |                           |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Administrative                      |                    |                        |                           |                          |  |  |
| Account                             | Annual Budget      | Annual Budget per unit | Mthly Budget per unit     | Notes                    |  |  |
| 5025 COLLECTION CHARGES             | \$ 250.00          | \$ 2.72                | \$ 0.23                   |                          |  |  |
| 5060 Loan Interest + PRINCIPAL      | \$ -               |                        |                           |                          |  |  |
| 5090 ADMIN                          | \$ 1,000.00        | \$ 10.87               | \$ 0.91                   |                          |  |  |
| MEETING EXPENSES                    | \$ -               |                        |                           |                          |  |  |
| 5115 WEBSITE                        | \$ 400.00          | \$ 4.35                | \$ 0.36                   |                          |  |  |
| 5210 PRINTING                       | \$ -               |                        |                           |                          |  |  |
| 5215 POSTAGE                        | \$ -               |                        |                           |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Insurance                           |                    |                        |                           |                          |  |  |
| 5400 INSURANCE PREMIUMS             | \$ 84,000.00       | \$ 913.04              | \$ 76.09                  | Master & Wkmn Comp       |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Utilities                           |                    |                        |                           |                          |  |  |
| 6000 ELECTRIC                       | \$ 6,200.00        | \$ 67.39               | \$ 5.62                   |                          |  |  |
| 6025 WATER SERVICE                  | \$ 80,000.00       | \$ 869.57              | \$ 72.46                  |                          |  |  |
| 6035 TRASH/ RECYCLING SERVICE       | \$ 38,200.00       | \$ 415.22              | \$ 34.60                  |                          |  |  |
| 6055 Internet Service               | \$ 1,700.00        | \$ 18.48               | \$ 1.54                   |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Landscaping                         |                    |                        |                           |                          |  |  |
| 6100 LANDSCAPE MAINTENANCE          | \$ 47,000.00       | \$ 510.87              | \$ 42.57                  |                          |  |  |
| 6110 LANDSCAPE EXTRAS               | \$ 3,500.00        | \$ 38.04               | \$ 3.17                   |                          |  |  |
| 6160 TREE TRIMMING                  | \$ 8,500.00        | \$ 92.39               | \$ 7.70                   |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Irrigation                          |                    |                        |                           |                          |  |  |
| 6200 LANDSCAPE - IRRIGATION         | \$ 3,500.00        | \$ 38.04               | \$ 3.17                   |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Operations                          |                    |                        |                           |                          |  |  |
| 6300 - PERMITS & LICENSES           | \$ 350.00          | \$ 3.80                | \$ 0.32                   |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Contracted Services                 |                    |                        |                           |                          |  |  |
| 6414 FIRE PREVENTION & PROTECTION   | \$ 1,200.00        | \$ 13.04               | \$ 1.09                   |                          |  |  |
| 6430 JANITORIAL                     | \$ 7,500.00        | \$ 81.52               | \$ 6.79                   |                          |  |  |
| 6434 PEST CONTROL                   | \$ 2,000.00        | \$ 21.74               | \$ 1.81                   |                          |  |  |
| 6440 SAFETY & SECURITY              | \$ 500.00          | \$ 5.43                | \$ 0.45                   | Camera                   |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Repair & Maintenance                |                    |                        |                           |                          |  |  |
| 6530 COMMON AREA REPAIR & MAINT     | \$ 6,000.00        | \$ 65.22               | \$ 5.43                   |                          |  |  |
| 6672 Mold Remediation               | \$ 8,000.00        | \$ 86.96               | \$ 7.25                   |                          |  |  |
| 6695 R & M PLUMBING                 | \$ 5,500.00        | \$ 59.78               | \$ 4.98                   | incl backflow valve insp |  |  |
|                                     |                    |                        |                           |                          |  |  |
| EXPENSES                            | Annual Budget      | Budget per Unit        | Budget per unit per month |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| 6700 POOL SUPPLIES/REPAIRS & MAINT  | \$ 5,000.00        | \$ 54.35               | \$ 4.53                   |                          |  |  |
| 6725 R & M ROOFS                    | \$ 20,000.00       | \$ 217.39              | \$ 18.12                  |                          |  |  |
|                                     |                    |                        |                           |                          |  |  |
| Professional Services               |                    |                        |                           |                          |  |  |
| 7000 AUDIT & TAX SERVICES           | \$ 1,700.00        | \$ 18.48               | \$ 1.54                   |                          |  |  |

|                                       |           |                   |           |                  |           |               |  |  |  |
|---------------------------------------|-----------|-------------------|-----------|------------------|-----------|---------------|--|--|--|
| 7005 Consulting/Reserve Study         | \$        | 3,000.00          | \$        | 32.61            | \$        | 2.72          |  |  |  |
| 7025 LEGAL SERVICES - COLLECTIONS     | \$        | 2,000.00          | \$        | 21.74            | \$        | 1.81          |  |  |  |
| 7030 LEGAL SERVICES - General Counsel | \$        | 1,250.00          | \$        | 13.59            | \$        | 1.13          |  |  |  |
| 7040 MANAGEMENT FEES                  | \$        | 38,640.00         | \$        | 420.00           | \$        | 35.00         |  |  |  |
|                                       |           |                   |           |                  |           |               |  |  |  |
| Taxes                                 |           |                   |           |                  |           |               |  |  |  |
| 9000 Federal Income Tax               |           | 400               |           | 4.34782608695652 | \$        | 0.36          |  |  |  |
| 9005 STATE FILING FEES                | \$        | 45.00             | \$        | 0.49             | \$        | 0.04          |  |  |  |
| 9105 RESERVE CONTRIBUTION             |           | \$164,625.00      |           | \$1,789.40       | \$        | 149.12        |  |  |  |
|                                       |           |                   |           |                  |           |               |  |  |  |
| <b>TOTAL</b>                          | <b>\$</b> | <b>541,960.00</b> | <b>\$</b> | <b>5,890.87</b>  | <b>\$</b> | <b>490.91</b> |  |  |  |
|                                       |           |                   |           |                  |           |               |  |  |  |
| Net Income                            | \$        | -                 | \$        | -                | \$        | (0.01)        |  |  |  |
|                                       |           |                   |           |                  |           |               |  |  |  |

# Reserve Study Executive Summary

Association Name: **Vista Park Villas Condominium Association**  
 Location: **1100 Madera Ln. & 1200 Mariposa Ct., Vista, CA**  
 No. of Units: **92** Built: **1973** Fiscal Year Ending: **March 31, 2023**  
 Level of Study: **Level II: Update with On-Site Inspection** Date of Physical Inspection: **January 12, 2023**

## CURRENT FISCAL YEAR END SUMMARY OF RESERVE COMPONENTS

(See Reserve Analysis Worksheet, pg. 5, for breakdown of all components individual lives, current costs, and projected future replacement costs)

| Reserve Component Groups | Estimated Useful Life | Estimated Remaining Life | Estimated Replacement Cost | Annual Funding Requirement | Accumulated Funding Requirement | Allocation of Fund Balance | Percent of Fund Balance |
|--------------------------|-----------------------|--------------------------|----------------------------|----------------------------|---------------------------------|----------------------------|-------------------------|
| ROOFING & DECKS          | 5 - 35                | 2 - 26                   | \$ 793,870                 | \$ 34,139                  | \$ 289,642                      | \$ 74,991                  | 28.0%                   |
| BALCONY BILL             | 9 - 9                 | 9 - 9                    | 5,100                      | 567                        | -                               | -                          | 0.0%                    |
| PAINTING/REPAIRS         | 1 - 10                | 1 - 10                   | 357,883                    | 39,873                     | 169,111                         | 43,784                     | 16.4%                   |
| FENCE/SECURITY           | 10 - 25               | 1 - 21                   | 188,287                    | 8,138                      | 100,047                         | 25,903                     | 9.7%                    |
| PAVED SURFACES           | 4 - 20                | 1 - 12                   | 194,414                    | 13,278                     | 142,000                         | 36,765                     | 13.7%                   |
| POOL                     | 12 - 20               | 4 - 13                   | 29,572                     | 1,814                      | 14,735                          | 3,815                      | 1.4%                    |
| MECHANICAL/PLUMBING      | 15 - 50               | 9 - 10                   | 247,800                    | 5,423                      | 194,240                         | 50,290                     | 18.8%                   |
| LANDSCAPING/IRRIGATION   | 1 - 25                | 1 - 4                    | 16,970                     | 4,113                      | 14,840                          | 3,842                      | 1.4%                    |
| LIGHTING/ELECTRICAL      | 15 - 20               | 8 - 10                   | 26,178                     | 1,336                      | 13,036                          | 3,375                      | 1.3%                    |
| MISCELLANEOUS            | 15 - 15               | 8 - 10                   | 100,532                    | 6,702                      | 46,301                          | 11,988                     | 4.5%                    |
| CONTINGENCY (5%)         |                       |                          | 98,030                     | 5,769                      | 49,198                          | 12,738                     | 4.8%                    |
| <b>TOTALS</b>            |                       |                          | <b>\$ 2,058,637</b>        | <b>\$ 121,151</b>          | <b>\$ 1,033,149</b>             | <b>\$ 267,491</b>          |                         |

## CURRENT FISCAL YEAR RESERVE FUNDS

|   |                         |
|---|-------------------------|
| Current Budgeted Annual Reserve Allocation  | \$ 110,000              |
| Reserve Fund Balance as of: October 31, 2022  | \$ 221,658              |
| Anticipated Funding to Year End   | 45,833                  |
| Anticipated Expenditures to Year End  | -                       |
| Cash Projected at Year End March 31, 2023   | \$ 267,491              |
| Accumulated Funding Requirement (Fully Funded)  | \$ 1,033,149            |
| Percentage Funded at the end of this Fiscal Year  | 25.9%                   |
| Accumulated Deficiency for Current Fiscal Year  | \$ 765,658              |
| Deferred repair/replacement of any major component with a remaining life of 30 years or less? | Per Unit \$ 8,322<br>NO |

## RESERVE FUNDING OPTIONS FOR THE FISCAL YEAR ENDING: 2024

|  | per unit per month | per year   |
|--|--------------------|------------|
| funding options assume a 3% increase, unless otherwise noted       |                    |            |
| Annual Requirement Funding:  | \$ 113             | \$ 124,785 |
| Current Budgeted Funding:  | 103                | 113,300    |
| Recommended Funding:   | 103                | 113,300    |
| Special Assessment/s Recommended?                                  |                    | NO         |
| For funding option details please see Reserve Study Summary page 2 |                    |            |

We present this summary of the repair and replacement funding program of the Association as of March 31, 2023, and the related reserve funding projection for the 30-year period from 2023 to 2053, based on information provided by management and based upon the consultant's estimates of the most probable reserve component replacement costs, conditions, and lives. The annual requirement is based on the cost of each component divided by its total useful life. The accumulated requirement is the annual requirement multiplied by the number of years each component has been in service. The difference between accumulated requirement total and the actual cash balance may indicate a deficit which would be expressed in the percentage funded.

The above information is a condensed summary of the reserve study, in compliance with CA Civil Codes 5300, 5550, and 5600, and is intended to be included in the annual budget package to be provided to owners not less than 30 nor more than 90 days prior to the Association fiscal year end. CACC 5550 requires an on-site inspection every 3 years, and the study to be reviewed annually. Assumptions have been made about costs, conditions, and future events that may occur. Some of these assumptions may not materialize; and unanticipated events and circumstances may occur subsequent to the date of this report. Therefore, the actual replacement costs and lives may vary from this report and the variations may be material.

The compilation of this reserve funding analysis and projection is based on representations of management and the consultant's estimates. We have not audited or reviewed the accompanying analysis and projections and, accordingly, do not express an opinion or any other form of assurance on them. We assume no responsibility to update this report for events occurring after the date of issuance of this report.



Sonnenberg & Company, CPAs

January 27, 2023

**Vista Park Villas Condominium Association  
Level II: Update with On-Site Inspection  
March 31, 2023**

**Inflation and Interest Earned on Reserves:**

As an industry standard, provision has been made in the funding projections for inflation, computed at three percent (3%), and an assumed 1% net interest on the reserve balance has been added to the reserve funds. As costs increase in the future, the annual reserve reports should be revised accordingly.

**Reserve Calculations:**

Based on estimated current replacement costs of \$2,058,637 and estimated normal and remaining useful lives as determined by the independent consultant, the annual funding requirement is calculated to be \$121,151.

The accumulated funding requirement is calculated to be \$1,033,149.

As of March 31, 2023, the Association may have \$267,491 in accounts designated as reserve funds.

Therefore, a deficit of \$765,658 has been calculated, with a funding percentage of 25.9%. A portion of the annual reserve requirement may be provided for in the operating budget.

**Industry Standard Measure of Funding Strength:**

**0% - 30% = WEAK** At this level of funding, Special Assessments and deferred maintenance are likely.

**31% - 70% = FAIR** At this level of funding Special Assessment and deferred maintenance are less likely, but could still pose a concern. Efforts should be taken to increase to a healthier level of funding.

**>70% = STRONG** At this level of funding the Association should be well covered, with hopefully no need for deferred maintenance or Special Assessments.

**Funding Calculations:**

There are a variety of methods by which the Association can approach the desired level of funding. The Board is responsible for determining the optimum funding program. We have calculated three options:

**Option 1: Annual Requirement Funding:** This option assumes that the Association will maintain the annual funding requirement as calculated on page 5, without regard to any funding deficiency.

Currently the annual requirement allocation is \$124,785 or \$113 per unit per month (based on annual funding requirement, plus 3% inflation increase) beginning next fiscal year.

**Weak level of funding in FY 2023/24.**

**Deficits could occur beginning FY 2039/40.**

**Option 2: Current Funding:** The current budgeted funding level is projected over the 30-year period, including 3% inflation annual increase, as compared to option 1 and 3.

Currently, with the 3% increase, \$113,300 or \$103 per unit per month will be allocated to reserves next fiscal year.

**Reserves are currently funded at the Weak level of funding. However, after the loan matures in October 2024, loan payments of \$6,675.43 per month will be added to the regular reserve allocation (\$6,675.43 per month for 5 months beginning November 2024, and then increasing the 2025/26 reserve allocation by the full payment of \$6,675.43 per month for 12 months).**

**Once loan payments are fully incorporated, reserves could reach the Strong level of funding by FY 2028/29 and overfunded by FY 2031/32.**

**Option 3: Recommended Funding:** This option is intended to calculate the amount of funding that would be the most sufficient for the Association over the next 30 years. The Current Budgeted Funding, and the Annual Requirement Funding are both taken into consideration while creating a Recommended Funding that is hopefully achievable by the Association. The 3% inflation annual increase is assumed, unless otherwise noted.

Recommended funding is, \$113,300 or \$103 per unit per month.

**With the addition of loan payments to the regular reserve allocation beginning November 2024 and with 3% annual increases to the regular reserve allocation, reserves could reach the Strong level of funding beginning FY 2028/29.**

**To avoid possible future overfunding, the regular reserve allocation could be decreased to equal \$140,000 annually in FY 2031/32, with no 3% annual increases needed in FY's 2032/33 and 2033/34.**

**Reserves could maintain the Strong level of funding beginning FY 2028/29.**

# Vista Park Villas Condominium Association

## Assessment and Reserve Funding Disclosure Summary

March 31, 2023

### (1) Regular Assessments -

Assessments to members are averaged at \$410 per unit per month for the year ending March 31, 2023.

\* If assessments vary by the size or type of unit, the applicable assessment rates may be found in the Association's accompanying Annual Budget and /or can be provided by the Association/management agent.

(2) **Special Assessments** - Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, which have been approved by the Board and/or members:

| Date assessment is due: | Amount/<br>unit/month | Purpose of this assessment is to fund or<br>supplement the replacement costs of: |
|-------------------------|-----------------------|--|
| N/A                     |                       |  |

### (3) Reserve Account Balances -

Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the Association's obligation for repair/and or replacement of major components during the next 30 years?

Yes

No

X

### (4) Additional Assessments -

If the answer to #3 is No, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board of directors or the members?

**Recommended Funding: With the addition of loan payments to the regular reserve allocation beginning November 2024 and with 3% annual increases to the regular reserve allocation, reserves could reach the Strong level of funding beginning FY 2028/29. To avoid possible future overfunding, the regular reserve allocation could be decreased to equal \$140,000 annually in FY 2031/32, with no 3% annual increases needed in FY's 2032/33 and 2033/34. Reserves could maintain the Strong level of funding beginning FY 2028/29.**

### (5) Major Components -

All major components are included in the reserve study and are included in its calculations.

### (6) Current Funding Comparison -

As of the current reserve study or update, the balance in the reserve fund is projected to be \$267,491.

Based on the method of calculation in paragraph 4 of subdivision (b) of Section 5570 the estimated accumulated funding requirement is \$1,033,149. The percentage funded is: 25.9%

### (7) Funding over next 5 Budget Years -

Based on the method of calculation in paragraph 4 of subdivision (b) of Section 5570 the estimated amount required in the reserve fund at the end of each of the next five budget years is projected to be:

\$1,014,850    \$1,102,535    \$1,215,022    \$1,123,273    \$1,208,046

The projected reserve fund cash balance at the end of each of those years is projected to be, taking into account only assessments already approved and other known revenues, as follows:

\$244,016    \$359,433    \$581,778    \$605,516    \$809,631

% Funded    24.0%    32.6%    47.9%    53.9%    67.0%

If the recommended reserve funding plan is approved by the Association and implemented, the projected reserve fund cash balance at the end of each of those years would be:

\$244,016    \$359,433    \$581,778    \$605,516    \$809,631

% Funded    24.0%    32.6%    47.9%    53.9%    67.0%

The law does not require the Association to fund reserves in accordance with these calculations.

The financial representations set forth in this summary are based on best estimates of the consultant at the time. These estimates regarding costs, lives and conditions are subject to change.

An assumed long-term inflation rate to be applied to major component repair and replacement costs was 3% per year.

An assumed long-term net interest rate earned on reserve funds is 1% per year.

Per CACC 5550, the Association is required to adopt a reserve funding plan.

January 27, 2023

# Vista Park Villas Homeowners Association

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## ***INSURANCE DISCLOSURE SUMMARY***

In accordance with Amended California Civil Code, Section 5300, the following is a summary of the terms, policy limits and applicable deductible for: Vista Park Villas Homeowners Association

The agent is:   Armstrong/Robitaille/ Riegle Business and Insurance Solutions  
1500 Quail St, Suite #100 Newport Beach, CA 92660

**Association Insurance is as follows:**

| <b><u>Coverage Type</u></b>     | <b><u>Limit</u></b>  | <b><u>Deductible</u></b> | <b><u>Policy Term</u></b>      |
|---------------------------------|----------------------|--------------------------|--------------------------------|
| <b>Property</b>                 | <b>\$20,000,000</b>  | <b>\$75,000</b>          | <b>10/15/2024 - 10/15/2025</b> |
| <b>General Liability</b>        | <b>\$2,000,000</b>   |                          | <b>10/15/2024 - 10/15/2025</b> |
| <b>Directors &amp; Officers</b> | <b>\$1,000,000</b>   | <b>\$2,500</b>           | <b>10/15/2024 - 10/15/2025</b> |
| <b>Fidelity</b>                 | <b>\$500,000</b>     | <b>TBD</b>               | <b>10/15/2024 - 10/15/2025</b> |
| <b>Workers Comp</b>             | <b>\$1,000,000</b>   |                          | <b>10/15/2024 - 10/15/2025</b> |
| <b>Umbrella Liability</b>       | <b>\$2,000,000</b>   |                          | <b>10/15/2024 - 10/15/202</b>  |
| <b>Superior Wrap Policy</b>     | <b>\$21,915,315.</b> | <b>\$25,000</b>          | <b>10/15/2024 - 10/15/2025</b> |

Please check the Associations CC&R's. Homeowners are responsible for insuring their unit, personal belongings, contents, and personal liability.

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

**CLAIMS & SERVICE:**   Claims should be filed through your management firm:

**FOR CERTIFICATES OF INSURANCE REQUESTS:**   If your Mortgage Company requires a Certificate of Insurance be issued for Fire and Hazard Insurance naming them as the Certificate holder, you must contact the insurance agent listed above or have your Mortgage Company fax their request to them.



VISTPAR-01

JCRAIN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b> License # 0M10410<br><b>Armstrong/Robitaille/Riegle Business and Insurance Solutions</b><br>1500 Quail St, Suite #100<br>Newport Beach, CA 92660 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (949) 381-7700<br><b>FAX (A/C, No):</b> Best to Email<br><b>E-MAIL ADDRESS:</b> arrinfo@aleragroup.com   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
|--|---|-------------------------------|--------|---------------------------------------|-------|---|-------|--|-------|---|-------|--|--|-------------|--|
| <b>INSURED</b><br><b>Vista Park Villas Condominium Association</b><br>C/O N. N. Jaeschke, Inc.<br>9610 Waples St<br>San Diego, CA 92121                          | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER B : The Hanover Insurance Company</td><td>22292</td></tr><tr><td>INSURER C : Accredited Surety and Casualty Company, Inc.</td><td>26379</td></tr><tr><td>INSURER D : Pennsylvania Manufacturers Ins. Indemnity Co.</td><td>12262</td></tr><tr><td>INSURER E : Superior Specialty Insurance Company</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Kinsale Insurance Company | 38920 | INSURER B : The Hanover Insurance Company | 22292 | INSURER C : Accredited Surety and Casualty Company, Inc. | 26379 | INSURER D : Pennsylvania Manufacturers Ins. Indemnity Co. | 12262 | INSURER E : Superior Specialty Insurance Company |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
| INSURER A : Kinsale Insurance Company  | 38920   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
| INSURER B : The Hanover Insurance Company  | 22292   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
| INSURER C : Accredited Surety and Casualty Company, Inc.   | 26379   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
| INSURER D : Pennsylvania Manufacturers Ins. Indemnity Co.  | 12262   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
| INSURER E : Superior Specialty Insurance Company   |   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |
| INSURER F :  |   |                               |        |                                       |       |   |       |  |       |   |       |  |  |             |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD  | SUBR WVD | POLICY NUMBER        | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|------------|----------|----------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |            |          | 0100328649-0         | 10/15/2024              | 10/15/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>BI/PD Deductible \$ 1,000 |
| A        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |            |          | 0100328649-0         | 10/15/2024              | 10/15/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0  |            |          | TBD                  | 10/15/2024              | 10/15/2025              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>\$   |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N<br>N | N / A    | TBD                  | 10/15/2024              | 10/15/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |
| C        | Directors & Officers  |            |          | 1-SKN-CA-01537385-00 | 10/15/2024              | 10/15/2025              | 2,500 Deductible \$ 1,000,000  |
| D        | Crime   |            |          | TBD                  | 10/15/2024              | 10/15/2025              | 1,000 Deductible \$ 500,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\* Vista Park Villas \* 92 Condos - Master Policy Coverage is Bare Walls (Walls-Out) - CA Fair Plan Policy# TBD - Policy Period 10.15.24 to 10.15.25.- Total Scheduled Property Coverage \$20,00,000 subject to a \$75,000 "per occurrence" deductible.

(E) Superior Specialty DIC (WRAP Policy - 10.15.24 to 10.15.25 - Limit \$21,915,315 Subject to a \$25,000 per occurrence deductible. Policy Fills In & Covers the Special Form Perils the CA Fair Plan policy excludes.

Management Company is listed as an Additional Insured in the Liability, Fidelity Bond and D&O Policies

## CERTIFICATE HOLDER

## CANCELLATION

|   |   |
|---|---|
| <b>Vista Park Villas Condominium Association</b><br>C/O N. N. Jaeschke, Inc.<br>9610 Waples St<br>San Diego, CA 92121 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|---|---|

## VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

### 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.



**VISTA PARK VILLAS**  
**CONDOMINIUM ASSOCIATION**

**Rules and Regulations**

Revised  
August, 2016

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# Vista Park Villas Condominium Association

Dear Owners:

Enclosed, please find your copy of the revised Rules and Regulations, adopted by resolution of the Board of Directors, for your review. When you purchase a unit in the Vista Park Villas Condominium Association, you automatically become a member. The Association manages and operates the Common Areas pursuant to the governing documents, i.e. Articles of Incorporation, By-Laws and Covenants, Conditions, and Restrictions. The Rules and Regulations is an extraction of the CC&R's, a summary easier to read and understand.

Further, the Association provides a base for interaction among the owners on a variety of issues. The Board of Directors meets monthly on the third Tuesday of each month. Agendas for these meetings are posted at the property to inform you of the exact time and place. All owners are welcome and encouraged to attend.

Before each regular session Board of Directors meetings an Open Forum discussion takes place. Each owner has five (5) minutes to express their concerns and/or requests. If an owner has a specific topic to be discussed, he/she should send a written request to management at least ten (10) days prior to the meeting so that it may be added to the agenda.

**Owners who rent or lease their unit are responsible to provide their tenant(s) with copies of these Rules and Regulations, as all tenant(s) who live on the premises are expected to follow all the rules and regulations of the Association. As an owner who rents, please remember that you remain ultimately responsible for your tenant's actions, as well as the actions of their guests.**

In order to maintain an orderly and pleasurable living environment within Vista Park Villas, these rules and regulations have been established and will be enforced.

Sincerely,

**THE BOARD OF DIRECTORS**  
Vista Park Villas

## USE OF A UNIT

A unit shall be used solely for residential purposes by owners, tenants and guests. No trade or business shall be conducted from a unit. No outbuilding or structure of a temporary nature shall be used at any time as a residence.

Residents shall be limited to two (2) persons per bedroom per unit.

No unit or portion thereof shall be used in connection with any timesharing agreement, exchange or time interval ownership arrangements. All rentals must be for 30 days or more.

Owners are required to update their Owner/Resident registration information each time a new tenant is procured. See Exhibit "A" which is the form required of owners to submit to Management.

## STREETS AND DRIVEWAYS

All streets and common area parking spaces shall be maintained by the Association, whereas personal patio slabs shall be maintained by the resident/owner. Personal patio slabs may be improved, provided plans and specifications are submitted in writing to the Board of Directors and/or Architectural Committee. Approvals of such improvements are at the sole discretion of the Board of Directors and the Architectural Committee.

## NOISE AND NUISANCES

As a condominium owner, we live very close to one another. Disturbing noises, which may interfere with the quiet enjoyment of other owners **CAN NOT** be permitted. Excessively loud talking, radios, televisions, or other loud noises or conduct will be considered a nuisance. Excessive dog barking is also considered a noise nuisance.

## DRONES

To assure privacy, safety and peaceful enjoyment in the community, at this time the use of drones is prohibited over common and exclusive use areas by owners, residents and/or their guests.

## FENCES/BALCONIES

1. No one shall be allowed to hang items such as clothing, rugs, towels, laundry, etc. over patio fences or balcony railings.
2. Upper balcony railings can be child and/or pet proof by the installation of a clear Plexiglas material. See Exhibit "B" for specific guidelines.

## VEHICLE RESTRICTIONS

1. Owners will park in their garages and/or their assigned parking spaces at all times.
2. Guest parking is designed for guests **ONLY**.
3. **NO** motorized vehicles shall be parked in the common area except in designated parking areas.
4. Vehicle washing is **NOT** allowed in the common area and/or streets of the Association.
5. Parking along the sides of the streets or in front of the garages is **NOT** permitted at any time. Our streets are not wide enough to permit parking on either side of the street. **Violators will be towed without notice and at the vehicle owner's expense.**
6. Commercial vehicles of any kind are **PROHIBITED** to be parked or stored on Association property **EXCEPT** in a rented space in the RV lot.

**Note-** A commercial vehicle is defined as one licensed as a commercial vehicle (contains commercial plates) and/or reflects advertising of a business. Temporary signage, the type that adheres with magnets, does not fall into this category as long as the signage is removed when parked in the common area.

7. Vehicle repairs are **NOT** permitted to be performed in any garage, driveway, parking area or in the streets in the Association's common area.
8. **NO** vehicle may be used as temporary living quarters at any time.
9. Only the following vehicles shall be permitted to be parked in the common area: standard passenger vehicles, including sport utility vehicles (SUV or VAN), trucks which do not exceed one-half ton in gross weight and motor cycles that are currently licensed, properly registered and in operable condition.
10. Only one motor vehicle is allowed in an assigned space.
11. There will be **NO** bicycle riding, skateboarding, scooters, roller blades, roller skates and/or anything similar permitted at Vista Park Villas at any time.
12. Speed limits on the streets within the community shall be 5 mph.
13. Street Legal off-road vehicles (dune buggies, mini bikes, etc) are allowed only to enter and leave the premises and they must be operated in such a manner as not to obstruct traffic or cause a nuisance. These vehicles are not for recreation within our property limits.
14. With the exception of loading and unloading or renting a parking space in the Association's RV lot, boats, trailers, campers, recreational vehicles, commercial vehicles and trucks in excess of one-half tons in gross weight are **NOT permitted** within the Association.
15. Parking of commercial vehicles for the purposes of making deliveries or service calls shall be permitted in accordance with Association rules.
16. Guest parking spaces are for guests, not owner residents or tenants. Parking is allowed in guest parking for 4 hours at a time. Overnight guest parking requires a permit. See Exhibit "C" for guest parking permit guidelines.

## SATELLITE DISHES

1. Satellite dishes are allowed **ONLY WITH PRIOR** architectural approval from the Board of Directors.
2. One satellite dish per unit, with only one cable entering the unit at the base of the building near the sliding door in the patio enclosure. Splitting the cable line must be done on the interior.
2. Approval will be given only if submission is for a free standing dish. No dish is allowed to be attached to the roof, building or fence. **See Exhibit "D"** for Architectural Request Form.

## GARAGES/GARAGE DOORS

1. Garages must be used for the sole purpose of housing the number of vehicles it was designed for, i.e. single door, 1 vehicle – double door, 2 vehicles.
2. Garage doors must be kept closed at all times except for ingress and egress.
3. Garages may not be used for storage or be converted to any other uses, except to house vehicles.
4. Vehicle repairs and vehicle washing are prohibited inside garages.
5. The interior door in the garage is a fire door. These doors may **NOT** be propped to stay open at any time. It is a violation of the fire code laws.
6. Removing or tampering with your fire door could potentially increase the rate of the Association's insurance. Owners are prohibited from disconnecting, damaging or modifying any protection system. (A fire door with a hinge that is designed to automatically close the door is considered a protection system).
7. Each owner is responsible for the maintenance, repair and replacement of his or her exclusive use garage door. **See Exhibit "E"** which is the application form for a new garage door that must be submitted for Board approval prior to installation. The approved model is a Sequoia, short panel, white, no windows door.

## PERSONAL PLANTINGS

1. Any personal planting in the common area must have architectural approval. Approval will be based on the type of plants used and their water usage.
2. Owners take full responsibility for the maintenance of their plants and that if they sell their unit they must make sure the new owner is aware of their responsibility to maintain what was personally planted.
3. Plants in Nursery Pots are **NOT** allowed. Plants must be in decorative pots if left outside your unit in the common area. The Association's landscapers have been instructed to remove any plants left in nursery pots from the premises.
4. Owners understand that if they fail to maintain their personal plantings, the Association has the right to remove the plants and assess the owner for any costs incurred.

## SIGNS

No business signs or advertising may be displayed in the Association without the express written approval of the Board of Directors, but this provision does not prohibit the display upon any space of a sign of customary dimensions advertising the property for sale or rent. Open House signs to be posted in front of the property must have approval from the Board of Directors.

## ANIMALS

1. Residents are allowed two (2) domestic pets, each not to exceed 50 pounds in weight. (Animals required for the health and safety of a resident, including sight assistance dogs, shall be allowed and exempt from weight limits).
2. Pets must be on a leash with a collar showing current license tag(s) at all times in the common area. Pets found in the common area of the Association not on a leash and/or without current tags will be removed to a pound or animal shelter within the jurisdiction of San Diego County.
3. Pets may **NOT** be tied up and/or left unattended in the common area.
4. Owners are required to immediately remove their pet's feces and dispose of it in the proper trash receptacles.
5. **NO** pets are to be bred or kept on the property for commercial purposes.
6. For insurance reasons, **NO** aggressive pet or pets with a bite history are allowed, along with breeds of dogs known as "Pit Bulls" that include American Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying the majority of physical traits of any one of the above breeds along with Akitas, Bulldogs, Bullmastiff/Mastiff, Chows, Dobermans, German Shepherds, Malamutes, Huskies, Rottweilers and any combination thereof. Dogs living on-site as of April, 2012 are grandfathered.
7. **NO** pets are allowed in the swimming pool enclosure or the pool itself at any time.
8. The Association has no liability for any damage or injury to persons that a pet may cause to owners, tenants and/or guests.
9. Owners are required to control their dog or dogs barking. Excessive barking is a noise nuisance and a violation of these rules. (Bark collars are available at local pet stores).

## WINDOWS, SCREEN DOORS AND SECURITY SCREEN DOORS

1. Screen doors are allowed so long as they are metal and either white, bronze or black in color.
2. Windows and screen doors must be maintained in good repair. Broken windows or bent frames or torn mesh on window screens must be repaired within 7 days.
3. Window coverings are to be a solid color of white or beige.
4. Sheets, blankets, multi-colored curtains/drapes, tin foil, cardboard are all prohibited as a window coverings.
5. Retrofit window replacement is allowed provided you get architectural approval beforehand. See **Exhibit "F"** for Window Replacement Guidelines.

## REFUSE DISPOSAL

1. All rubbish/trash should be properly bagged and removed regularly to the dumpster enclosures.
2. All boxes and cartons must be broken down and placed flat in the dumpster.
3. Do not leave trash on the enclosure floors as it may attract rodents.
4. Bulk trash such as sofas, refrigerators, etc. **are NOT allowed** to be placed in the dumpsters or dumpster enclosures. Bulk items must be disposed of by the Owner/Tenant offsite in an appropriate and legal manner.
5. No refuse from remodeling or redecorating projects are to be placed in the dumpsters. Owners are responsible to notify their contractors that they are **NOT** allowed to use Association dumpsters.
6. Hazardous waste such as grease, oil, paints, and other toxic substances are not to be placed in trash receptacles or dumped anywhere on the premises. Residents should contact the Recycling and Household Hazardous Materials Program (as listed below) to recycle hazardous waste.

County of San Diego  
Recycling and Household Hazardous Materials Program  
San Diego, CA 92101  
1-877-713-2784 (toll free)
7. Electronic equipment must also be disposed of off-site. Old televisions, computers, vcrs, etc. can be brought to the Good Will on East Vista Way.

## GENERAL USE OF COMMON AREA

1. All Common Area recreational facilities are for the sole use of Owners, tenants and their respective guests. These recreational facilities are to be used by residents only.
2. Owners are responsible for their tenant's violations of rules and regulations and for any damage that may be done to the Common Area.
3. Guests may use the recreational facilities only when accompanied by the resident.
4. Owners are responsible for the behavior of all guests. Guests who cannot or will not conduct them in a courteous and restrained manner must be escorted by the resident owner/tenant from the premises.
5. Rough playing, running or other dangerous play is forbidden in the common area.
6. All living units, as well as, approved owner improvements shall be maintained in a neat and clean manner by the owner.
7. No owner/resident shall store items or construct anything on or in the common area.
8. Soliciting in **NOT** permitted in Vista Park Villas without the express written permission of the Board of Directors. Appropriate signage is posted at the entrance.



## SWIMMING POOL RULES

1. Swimming pool use must be in accordance with the posted rules in the pool area enclosure. Residents **MUST** have their pool key card in their possession at all times while in the pool enclosure.
2. The Association will **NOT** be liable for loss, damage or injury to persons or property in any manner or incident relating to the use of the swimming pool by owners, tenants and/or their guests.
3. Children under the age of 14 must be accompanied by an adult at all times.
4. No running, diving or dangerous play is allowed in the pool area. Loud, noisy activities are forbidden.
5. Radios are **NOT** allowed in the pool area, **except** when using a headset.
6. Pets are **NOT** allowed in the pool area at any time.
7. No one is permitted to use the pool **wearing anything but proper swimming attire which includes swimmers on babies not regular diapers. Cutoffs, shorts, etc. are not allowed.**
8. No one is permitted to use the pool if there is a presence of open sores, bandages, loose bowels or communicable diseases.
9. **Pool Gates are to remain lock closed at all times.**
10. The pool gate is **NOT to be propped open at any time.** Any violator caught propping open the gate will lose all pool privileges for a year.
11. If you bring food, snacks or drinks into the pool area, make sure all left over trash is deposited into the trash container in the pool area. Gum chewing is **NOT** allowed in the pool area.
12. **NO GLASS** containers are allowed in the pool area.
13. **NO ALCOHOL** can be consumed while in the pool area, however smoking is **ALLOWED** so long as the cigarette butts are disposed of in the proper container.
14. Emergency and life saving equipment are for emergency use **ONLY**. If you witness anyone playing with this equipment, you must report them to management immediately.
15. Pool Hours are from 9:00 a.m. to 9:00 p.m. daily.
16. If you lose your pool key card or pool bathroom key, replacement keys are available through the management company for a fee of \$75.00 each
17. The Vista Park Villas Board of Directors reserves the right to suspend the use of the Pool to any owner. **See Exhibit "H"** that outlines reasons for suspension and how your key card can be reactivated.
18. **SWIMMING POOL CAPACITY IS 20 PERSONS. You may be asked to vacate the Pool if capacity is exceeded.**

## AIR CONDITIONERS

1. Air conditioner units require architectural approval prior to installation.
2. Window a/c units also require architectural approval prior to installation and will only be approved with clear Plexiglas above the unit. **See Exhibit "D"** for the proper submission form.

## **ASSESSMENTS**

1. Monthly dues assessments are due on the first of each month and become delinquent after the 15<sup>th</sup> of each month. See **Exhibit "I"** for full details of the Association's Collection Policy.

## **ASSIGNMENT OF RENTS**

As security for the payment of assessments and other sums owed to the Association, members who lease their lots hereby pledge their rights as landlords (including the right to receive rent) to the Association. In the event a member becomes delinquent in payment of assessment to the Association, the Association may require the tenant to direct any and all rent payments to the Association until such deficiencies have been paid in full. Members shall have no right to collect these amounts from tenants and may not evict tenants for complying with the Association's demand for rents.

## **DISCRETIONARY POWERS**

The Board of Directors may from time to time, at their own discretion, make exceptions to these Rules and Regulations, or grant extensions of time to a member or tenant, if the Board determines that extenuating circumstances exist so as to warrant such exception or extension.

## **ENFORCEMENT**

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, By-laws, and these Rules and Regulations.

When an owner and/or tenants/guests violate the governing documents a warning violation letter will be sent with a period of time to correct/comply from immediately or up to 30 days depending on the nature of the violation.

If, after the given compliance time the violation remains uncorrected, the owner will be sent a letter requesting their presence at a hearing before the Board of Directors. This hearing letter shall provide no less than ten days (10) notice prior to the date of the hearing.

The owner may come to the hearing and speak in person or submit his written testimony if received 5 days prior to the hearing. Tenants are not allowed to attend.

The owner will be informed of the Board's decision by mail within fifteen days (15) after the hearing date. If fines are assessed as a result of the hearing, failure to pay them will lead to legal action being taken to collect.

## **FINES**

As a result of a hearing a fine is assessed, fining is as follows:

First Fine - \$150.00 plus a \$15.00 administration fee per violation

Second Fine for the same violation - \$300.00 plus a \$15.00 administration fee plus an additional \$300.00 will be assessed for every month thereafter until the violation is corrected.

Intentional damage to the common area - \$150.00 fine plus the cost of the common area repair.



# EXHIBITS

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## OWNER/RESIDENT REGISTRATION FORM

The Rules & Regulations require that you provide the Association with the following information.

### PART I - Owner's Information

Pool Gate Card # \_\_\_\_\_

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

Owner's Name: \_\_\_\_\_

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

Contact Phone #: \_\_\_\_\_ ( ) Home ( ) Work ( ) Cell

Contact E-mail: \_\_\_\_\_

### PART II - Tenant/Lessee Information (if applicable)

Management Company: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Tenant's Name: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ ( ) Home ( ) Work ( ) Cell

Contact E-mail: \_\_\_\_\_

### PART III - Occupancy Information

Number of People In Unit: \_\_\_\_\_ Adults \_\_\_\_\_ Children \_\_\_\_\_

PETS: # \_\_\_\_\_ Breed \_\_\_\_\_ Weight \_\_\_\_\_

Breed \_\_\_\_\_ Weight \_\_\_\_\_

#### VEHICLES:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Lic. Plate # \_\_\_\_\_

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Lic. Plate # \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Plexiglas Guidelines for Upper Balcony Units

Adopted 6-23-15

1. Architectural Submission must be made to the Board of Directors for their approval before installation of this product.
2. If your submission is approved, it does not allow a resident the right to leave their pet or child unattended on the patio balcony.
3. Plexiglas is to be maintained in good repair by the owner.
4. Plexiglas will be removed when an owner who installed this product sells his/her unit.
5. Owners are responsible to advise the Association of any safety issues regarding their stairs and/or their upper patio railings.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Guest Parking Permit Guidelines

Overnight Parking for guests in designated guest spaces is allowed by parking permit only.

Permits guarantee overnight parking ONLY from 12 midnight to 6:00 a.m.

Only four (4) guest permits will be active on any given date.

A Guest Permit allows a guest vehicle to park in guest parking for any amount of time during the valid issued dates, when space is available.

Owners who rent must have a current redacted copy of their tenant's lease and the completed owner/tenant registration form on file with the Association.

Owners must not be delinquent in Association dues, legal fees, late fees or violation fines.

Owners shall not have any on-going violations of the governing documents.

Applicants must provide their name, unit address, phone number along with the name of their guest, their phone number and vehicle information to include the year, make, model, color and license plate number of the vehicle that will be parking overnight.

Applicants must provide the date(s) desired for parking overnight and you must allow a minimum of 24 hours to receive the overnight parking permit.

Permits must be displayed on the rearview mirror with the date facing outward so that it can be seen. Any alteration to the permit will void the permit and make that vehicle subject to immediate towing at the owner's expense.

The maximum duration of each permit is 5 days, issued a maximum of 2 times per month on a first come first serve basis.

Parking permits will be issued as long as there are sufficient volunteers to support this program.

FOR MORE DETAILED INFORMATION ON OVERNIGHT GUEST PARKING PERMITS AND HOW TO APPLY, PLEASE VISIT [www.vistaparkvillas.com](http://www.vistaparkvillas.com)

## **Vista Park Villas HOA**

### **Solar Panel Installation and Maintenance Requirements**

Under Civil Code 4746 (a), Vista Park Villas HOA must require the following:

- The applicant is to notify each owner in the building of the proposed solar energy system installation.
- Owner/successive owners shall carry an additional insured policy for homeowner liability coverage naming the HOA, and must provide the HOA with proof of insurance within 14 days of approval and annually thereafter.

Under Civil Code 4746 (b), the Association is imposing reasonable provisions that:

- Require owners to provide a survey of “usable solar roof area” for the entire building the panels will be installed at, prepared by a licensed contractor/knowledgeable salesperson.
- Require the survey to include an equitable allocation of usable solar roof area for all owners sharing the roof/garage/carport as well as indicating the exact route and place of all equipment and conduit on the building.
- A construction deposit will be required before start of the installation based on cost of the installation and building area.
- The deposit will be returned after an inspection of the roofing membrane and adjacent common area determines that no area was compromised.
- The cost of the inspection is to be paid by the owner of the proposed solar panel system.

Vista Park Villas HOA requires owner/successive owners to be responsible for:

- Costs for damage to any common area resulting from the installation/ maintenance/ repair/ removal/ replacement of the solar panel system.
- The owner shall sign and notarize a maintenance agreement that shall run with the property (meaning it is recorded on the unit to bind the current and future owners) for costs related to the maintenance/ repair/ replacement of solar energy system installation until it's removal, and not limited to routine maintenance to the common area roof.
- Restoration of all common area and separate interests after removal.
- Disclosing the solar energy system installation to prospective buyers and all related responsibilities.
- The owner shall be responsible for an annual inspection by a state licensed, insured, bonded Contractor carrying Workman's compensation and provide proof thereof to the Vista Park Villas HOA. This inspection is to include the entire solar system, including conduit. A detailed report shall be provided to the HOA.



- All owners in the building and the HOA shall be given a minimum of 14 days' notice before the system's panels are cleaned. License, bonding, insurance and proof of workman's compensation will be provided to the HOA before cleaning is to take place.

A fully completed Architectural Request submission is required along with the following documentation:

- A Building site survey including all requirements as detailed above.
- Provide the name of the Solar Panel Energy Company and all subcontractors (installers).
- Contractors and Subcontractors' liability policies shall have Vista Park Villas HOA as a named insured on these policies.
- If the Contractor does not subcontract, then a statement shall be provided stating that "no subcontractors/3rd party installers are involved in this installation."
- The Solar Panel Company and all subcontractors' contractor licenses, bonding and workman's compensation policies shall be submitted with the Architectural Request.
- A copy of the City of Vista's issued permit shall be provided before installation starts.

Information for Unit owners considering Solar Panel installation:

- Vista Park Villas flat roof membrane has an expected life span of 20 years.
- A solar panel owner shall be responsible for the cost of system removal for proper maintenance of the Association's roofing system.
- The unit owner shall be responsible for roof leaks related to the solar energy system or installations.
- The Association's NDL 20-year roof membrane warranty may be voided by the installation of solar panels and the owner of the solar panels assumes financial responsibility for any roofing membrane costs that arise due to the loss of the NDL warranty.
- Due to noise issues the Association requires air conditioning equipment to be mounted on the roof and the solar panel system may not leave enough area for the air conditioning equipment to be installed and/or maintained. The only exception to roof mounted air conditioning units is for the ground level, single story units. Those units must have their air conditioning equipment placed within their exclusive use patio area, also due to noise issues.

# VISTA PARK VILLAS CONDOMINIUM ASSOCIATION

## Pool Key Card Suspension Policy

The Board of Directors of the Vista Park Villas Condominium Association has approved a policy that reserves their right to suspend the use of the pool to any owner who:

1. Fails to report to the Association within 30 days their new tenant(s) information. They must provide the Association with a copy of that new tenant's lease showing that the new tenant has received a copy of the Rules and Regulations and understands that they are to adhere to them while a resident of the Association. The lease must also state that a breach of the Rules and Regulations is considered a breach of the lease.
2. Any owner who has outstanding fines that remain unpaid after 30 days.
3. Any owner whose account is past due in the equivalent of two months of homeowner dues.

Once an owner complies and/or makes their account current, the suspension can be removed by:

1. Paying a reactivation fee of \$25.00.
2. Reactivation of a pool key card takes place every 3<sup>rd</sup> Friday of the month with no exceptions.

## VISTA PARK VILLAS PLUMBING REROUTE PROCESS

### **FIRST!!!!**

If you hear or notice continuous running water, go out to the water valves between the double garage doors and turn off valves until the running water stops. If you are able to isolate the valve with the leak, keep that valve off. If not, keep all valves off to reduce property damage.

Call VPV's management company.

Once VPV's plumbers diagnose a slab leak, the plumbers may advise residents that they may be able to turn the water off and on at the valve as needed, until the reroute takes place. This is only for very short periods for those who don't wish to relocate and for interiors such as garages or tiled areas.

The plumber's proposal is sent by email to the Board and usually completes emergency approval quorum quickly. The scheduling of the reroute is then handled by the Plumbing Company after city permits are obtained.

The owner should expect, in a hot and cold reroute the following:

Access to ALL parts of the unit may be necessary.

- a. Multiple holes may need to be cut throughout the unit in order to run the new copper piping. An adjoining unit may also be impacted, with holes cut in it as well. Depending on the particular unit, this may include cabinets.
- b. In some locations this new copper piping may be exposed. This is typically in locations such as the garage and laundry room.
- c. New copper will be run to the water heater and fixtures.
- d. The reroute itself will normally take 2-3 days, depending on the cooperation of the owner(s) and workload.
- e. A city inspector will have to be allowed access to sign off on the permit to the unit after the reroute is complete.
- f. New drywall will be installed, taped and textured after the reroute is complete.

g. Owner is responsible for painting after job is complete per CC&Rs:

"6.6 Water Intrusion Damage. The Association shall not be liable to any Owner or his or her tenants, guests or others, for damage to personal property, decorations, floor or wall coverings, appliances, fixtures and other similar items within a Unit resulting from water which may leak or flow from outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, agents or employees.

An Owner may obtain and maintain such insurance, at his or her sole expense, to protect against any damage or loss of property due to water intrusion, or the cost of repair or replacement of damaged items for which such Owner is responsible." Page 25

ANY DELAY BY THE OWNER(S), INCLUDING LACK OF COOPERATION BETWEEN OWNERS OF ADJOINING UNITS MAY CAUSE A DELAY IN THE REROUTE. OWNER(S) CAUSING DELAY MAY BE LIABLE FOR DAMAGES RESULTING FROM DELAY. COPPER PLUMBING WITHIN THE WALLS IS HOA PROPERTY. NO PRIVATE PLUMBERS ARE PERMITTED TO WORK ON COMMON AREA PLUMBING. HOA OWNERS ARE RESPONSIBLE FOR THEIR OWN LODGING DURING COMMON AREA REPAIRS. CALIF. STATUTE 4775(b) "(b) The costs of temporary relocation during the repair and maintenance of the areas within the responsibility of the association shall be borne by the owner of the separate interest affected."

**\*Please note, due to the extensive work of reroute, permits are required in which cannot be obtained after hours, on weekends, or holidays, as the City is closed. Proceed to notify Management, though understand that this work will take place during normal business hours.**

Thank you,

Board of Directors

# Policies Adoption as of January 25, 2024

## Vista Park Villas Deck, Patio and Common Area Rules

All space outside a unit's airspace, including building walls, fences, plants and the ground are the Association's property per the community's CC&Rs.  
Association plantings are not to be removed or trimmed by residents/owners

**EXCLUSIVE USE COMMON AREA includes patios & decks and exterior stairs.**

**COMMON AREA includes any outside space that all owners share access to.**

Note: Deck and structural damage due to weight, pots without saucers, patio furniture, caused by the unit's owner shall be the responsibility of the that owner.

All plants on decks must be contained ONLY in lightweight fiberglass or plastic decorative pots with ***saucers*** and filled solely with lightweight potting soil.

No one pot with plant shall exceed 30 lbs.

No items are allowed on the cantilevered deck landings at the top of the stairs.

Plants and patio furniture should not cover more than 1/4 of the total deck area and no objects are NOT to be placed in front of the fire extinguishers.

Patios: Small plants may be planted within patio areas.

Trees are prohibited in patios and on decks.

No trees are allowed due to the small size of the patios and decks and risk they present to the building foundation, walls and roof.

No personal belongings, trash, umbrellas, seating, decorations shall remain in the **common area** overnight. Exclusive use common areas are decks and patios.

This criteria is instituted to protect buildings, foundations, walls, roofs, plumbing, fences and hardscape from damage, as well as conserving the Association's water.

# 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:

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

**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: \_\_\_\_\_

\*\*\*\*\*  
Architectural Committee Recommendation

☐ **Unconditional Approval**

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

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

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

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

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

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

\*\*\*\*\*  
**RETURN TO:**

**Vista Park Villas HOA**

# VISTA PARK VILLAS HOMEOWNERS' ASSOCIATION

## GARAGE DOOR REQUEST FORM

MUST BE COMPLETED BEFORE ANY WORK CAN COMMENCE

LOT #: \_\_\_\_\_

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

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

PHONE #: (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
HOME

### WORK/FAX **DESCRIPTION OF WORK:**

**REPLACE EXISTING GARAGE DOOR WITH SHORT PANEL, WHITE, SEQUOIA  
METAL ROLL UP - NO WINDOWS.**

The Architectural Committee has approved the installation of metal roll up garage doors at Vista Park Villas. The owner is responsible for the entire cost of the replacement door. The Committee has approved the door mentioned above: **SEQUOIA, SHORT PANEL, WHITE, NO WINDOWS.**

Please submit this request and wait for approval prior to the installation so that we may have it for your files.

1. OWNER understands that ASSOCIATION shall not provide any insurance coverage whatsoever, with respect to the herein approved alteration, and OWNER agrees to provide for himself/herself all requisite insurance.
2. OWNER, for himself/herself, his heirs, successors and assigns hereby indemnifies the ASSOCIATION, its directors, officers and members, and 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 one hundred twenty (120) days from the date of commencement of work.
4. OWNER agrees to be responsible for and to pay for repairs of any leaks or other damage that are caused, in any way, by installation of the modification/alteration. OWNER also agrees to be responsible for any and all damage resulting to common area and/or drainage from said installation of the modification/alteration, and OWNER agrees to hold ASSOCIATION harmless from any and all claims arising out of the modification/alteration.

Date \_\_\_\_\_

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

\*\*\*\*\*  
**Architectural Committee Recommendation**

☐ **Unconditional Approval**

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

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

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

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

Committee Chair

**RETURN TO:**

**Vista Park Villas HOA**

## Window Replacement Guidelines

The originally installed silver aluminum window frames are an item of HOA responsibility per Exhibit D of the CC&Rs. If you would like to install replacement or retrofit windows (which requires removal, modification or covering of those frames) the following policy applies:

NOTE: Before any window is replaced following the guidelines below, an architectural submission form must be submitted and approved by the Board. Forms can be found at [www.VistaParkVillas.com](http://www.VistaParkVillas.com) under the Forms tab at the top of the home page.

### 1. General Provisions

- a. Replacement or retrofit windows shall meet all building code standards in effect at the time of installation.
- b. Replacement or retrofit windows shall not alter the size or shape of the existing enclosure of those windows that are being replaced or re-fitted. If exterior wood trim and/or stucco must be altered, board review and approval is required prior to installation and must be returned to an acceptable condition based on Board review upon completion of the installation.
- c. Replacement or retrofit windows shall retain the same window operation type. Lites, grids, or greenhouse windows are not permitted. Casement, awning, hopper, double-hung, jalouse/louvered or pivoting window are not permitted with the exception of upper stairway windows (two story units), which may be stationery or pivoting.
- d. Window frames shall be of good quality and shall provide adequate seal against the elements to protect both the appurtenant interior and exterior surfaces of the unit.
- e. Windows and frames shall be installed in a workmanlike manner by individuals skilled in performing such installations. Licensed, bonded and insured contractors are required.
- f. The unit owner accepts all liability for installation, and for all work performed by installers, as well as for any damage done to common areas or exterior building surfaces. Any and all refuse created in the course of installation is required to be hauled away by the installer or owner.
- ✓ g. The responsibility for care and maintenance of the replacement window is that of the unit owner. A Maintenance Indemnity Agreement is required.
- h. The policy does not apply to circumstances only requiring the repair of originally installed window frames.

### 2. Specifications

- a. Replacement or retrofit windows shall consist of frames composed of anodized aluminum, vinyl, or fiberglass.
- b. Replacement or retrofit windows shall consist of frames which, on the exterior facing surfaces, are white.



c. Windows shall be equipped with screens; frame color shall match that of the window. No grids or lites are permitted

d. Maximum width of any one side of the exterior of the window frame shall not exceed three and one half (3.5) inches when measured from the exterior glass outward to the edge of the frame touching the exterior enclosure.

### 3. Partial Replacements

With the exception of patio sliding glass doors as specified in Section 4 below:

a. Excepting the patio sliding door, all windows on a single wall of a unit must be replaced in the same installation if the replacement or retrofit windows are of a different frame color than that of any other window frames of the unit.

b. When the width of the replacement or retrofit window frame exceeds the width of any adjacent window frame of the unit on the same floor level and facade by more than one (1) inch, all windows on that facade of the unit shall be replaced in the same installation, even if the frame color of the replacement window matches that of the other windows on the facade of the unit.

### 4. Patio Sliders

A homeowner wishing to replace only a patio sliding glass door which faced onto the unit's patio may do so in the approved color or material without the necessity of replacing any other windows in the unit.

### 5. Prior Installations

All replacement or retrofit window installations made prior to the effective date of this policy are grandfathered.

### 6. Variances

Installations not provided for in these guidelines require a variance, in writing, after a review of plans for the proposed installation submitted by the homeowner, issued by the Architectural Control Committee and/or Board of Directors.

## **Required Notice Regarding FHA Approved Status**

Civil Code Section 5300 (b) (10) – Effective July 1, 2016

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is not certified by the Federal Housing Administration as of February 6, 2025.

Note: This disclosure is updated annually. FHA maintains an updated database of condominium approvals accessible at <https://entp.hud.gov/idapp/html/condlook.cfm>.

## **Required Notice Regarding VA Approved Status**

Civil Code Section 5300 (b) (11) – Effective July 1, 2016

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is certified by the federal Department of Veterans Affairs as of February 6, 2025.

Note: This disclosure is updated annually. FHA maintains an updated database of condominium approvals accessible at

<https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>

**CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525\***

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address:

Owner of Property:

Owner's Mailing Address (if known or different from property address):

Provider of the Section 4525 Items:

Print Name  
Community ArchivesPosition/Title  
Escrow ProcessorAssociation or Agent  
N.N. Jaeschke, Inc.

Date Form Completed

Check or Complete Applicable Column or Columns Below

| Document   | Civil Code Section Included         | Fee for Document | Not Available (N/A), Not Applicable (N/App), Directly Provided by Seller and confirmed in writing by Seller as a current document (DP) |
|--|-------------------------------------|------------------|--|
| Articles of Incorporation  | Section 4525(a)(1)                  | \$ 10.00         |  |
| CC&Rs  | Section 4525(a)(1)                  | \$ 15.00         |  |
| Bylaws   | Section 4525(a)(1)                  | \$ 15.00         |  |
| Operating Rules  | Section 4525(a)(1)                  | \$ 15.00         |  |
| Age restrictions, if any   | Section 4525(a)(2)                  | \$ 8.00          |  |
| Annual budget report or summary, including reserve study   | Sections 5300 and 4525(a)(3)        | \$ 25.00         |  |
| Assessment and reserve funding disclosure summary  | Sections 5300 and 4525(a)(4)        | \$ 20.00         |  |
| Assessment enforcement policy  | Sections 5310 and 4525(a)(4)        | \$ 10.00         |  |
| Financial statement review   | Sections 5305 and 4525(a)(3)        | \$ 25.00         |  |
| Insurance summary  | Sections 5300 and 4525(a)(3)        | \$ 10.00         |  |
| Statement of Account/Fees<br>Regular, special and emergency assessments, as well as any other unpaid obligations of the seller | Section 4525(a)(4)<br>Section 5675  | \$ 115.00        |  |
| Notice(s) of violation   | Section 4525(a)(5) and 5855         | \$ 8.00          |  |
| Builder Defects<br>Preliminary list of defects   | Sections 4525(a)(6), 6000, and 6100 | \$ 8.00          |  |
| Settlement Notice<br>Notice regarding common area defects  | Sections 4525(a)(6), (7) and 6100   | \$ 8.00          |  |
| Pending Assessment Increases<br>Approved changes to assessments  | Sections 5300 and 4525(a)(4), (8)   | \$ 25.00         |  |
| Rental Restrictions, if any  | Section 4525(a)(9)                  | \$ 8.00          |  |
| Meeting Minutes<br>For regular board meetings conducted over the previous 12 months, if requested                              | Section 4525(a)(10)                 | \$ 35.00         |  |
| <b>TOTAL FEES FOR THESE DOCUMENTS</b>  | <b>Section 4525</b>                 | <b>\$ 360.00</b> |  |

\*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately.