

Country Club Vista Homeowners Association

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November 15, 2010

TO: Members of the Country Club Vista Homeowners Association

From: Homeowners Association Board of Directors

RE: 2011 Budget, Dispute Resolution, Insurance Disclosure, Delinquent Accounts Policy and Disclosures, Reserve Analysis, and Architectural Guidelines

Dear Members of the Country Club Vista Homeowners Association;

In accordance with California Civil Code section 1365, enclosed are the 2011 Budget and related disclosures. The Board has undertaken a thorough review of the operating budget in compliance with their fiduciary responsibilities with the goal of providing for efficient operations and for funding adequate reserves to meet long-term requirements.

Budget: Enclosed is the summary budget packet for the Country Club Vista Homeowners Association. The Board of Directors, in accordance with the governing documents and current legislation, has adopted the 2011 Budget. The monthly assessment **will increase to \$93** per lot per month, effective January 1, 2011.

Reserves: As of September 30, 2010, your Association has \$746,185 in actual accumulated reserve funds. Your Association does not anticipate having to levy a special assessment over the next twelve months. The reserves are 48% funded according to the reserve study performed by The Helsing Group, Inc.

Insurance: The Association meets its requirements for providing insurance for the common property (disclosure enclosed) and liabilities of the Homeowners Association. The individual Unit owner's personal liability is not covered by the Association policy.

Billing: In lieu of statements, the Association will mail each owner a coupon book with return envelopes at the beginning of the year from which to make your payment. You will also receive a quarterly statement of account. You may also register **ONLINE** and enjoy the convenience of managing your payments and selecting your own withdrawal date for payment of your assessments. You can make one time payments or set up to pay your monthly assessment up to 12 times (12 months). Please visit WWW.FIRSTBANKHOA.COM and follow the instructions on the website to register and begin using the service. To register you will need the account number from your coupon book. If you do not have a coupon book or need further assistance, please call First Bank Association Bank Services (888) 350-0078.

November 15, 2010

TO: Members of the Country Club Vista Homeowners Association

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Minutes: Copies of Board Meeting Minutes are available and can be provided by the Management Company. If you desire copies of the minutes, your request must be submitted in writing to Association Communications, Inc. at the address below. There will be a small charge for postage and copying. They are also available at www.countryclubvistahoa.org, user name: **ccvhoa**, password: **Shasta**.

Alternate Address: You have a right to submit to the Association notice of a secondary address where we may contact you.

California Civil Code, section 1369, requires that the following disclosures be included with this packet:

- ✓ Alternate Dispute Resolution (ADR) and Internal Dispute Resolution (IDR)
- ✓ Insurance Summary Disclosure
- ✓ Delinquent Accounts Policy and Related Notices
- ✓ Statement Regarding Association Reserves
- ✓ Architectural Policies and Guidelines

Please review the enclosed material and file it with your Association documents. Should you have any questions about any of this information or the enclosed material, please contact Association Communications, Inc. Caroline@acihoa.com or my assistant Maria@acihoa.com (925) 283-4900 x 220

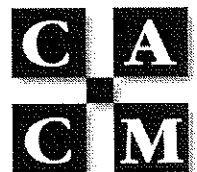
Sincerely,

Caroline McCormick

Caroline McCormick, CCAM, CMCA for
Country Club Vista Homeowners Association Board of Directors

Karry Wang, President
Ellie White, VP
Yolanda Aquino, Treasurer
Michelle Marshall, Secretary
Jane Fry, Director

Managed by:
Association Communications, Inc. CMF
3732 Mt. Diablo Blvd. #395, Lafayette, CA 94549
Phone: (925) 283-4900 Fax: (925) 283-4907
www.aciho.com



CERTIFIED MANAGEMENT FIRM

**COUNTRY CLUB VISTA HOA ANNUAL BUDGET
CALENDAR YEAR JANUARY 1 TO DECEMBER 31, 2011**

645 Units

2011	PER UNIT
BUDGET	PER MONTH

INCOME

Member Assessment	719,820	93
Member Assessment - Reserve		0
Late Fees Assessment		0
Fines (Violation)		0
Interest Income - Operating	2,100	0
Interest Income - Reserve		0
Dividend Income - Reserve		0
Investment Chng in Value		0
Misc Income		0
Refund		0
Estoppel		0
TOTAL INCOME	721,920	93

EXPENSES

TRANSFER TO RESERVE

Reserve Deposit	200,000	26
TOTAL RESERVE	200,000	26

ADMINISTRATIVE EXPENSE

Management Contract	66,000	9
Management Extra	3,600	0
Delinquent Letter Fee	1,200	0
Postage	4,500	0
Administrative Expense	240	0
Office Expense	240	0
Website	1,200	0
CPA - Accounting	3,000	0
Corporate Tax	1,800	0
Income Tax	315	0
Income Tax - Reserve	1,050	0
Legal	5,000	1
TOTAL ADMINISTRATIVE	88,145	10

OPERATING EXPENSES

Insurance	25,000	3
Landscape Contract	217,200	28
Landscape Renewal	12,000	2
Landscape Extras - Operating	240	0
Additional Landscape	1,200	0
Beautification	24,000	3
OSR Maintenance	2,400	0
Irrigation Repairs	12,000	2
Tree Maintenance	18,000	2
Minor Repair	3,600	0
General Maintenance	12,000	2
Pest Control	2,400	0
Weed Abatement	16,000	2
Meeting Room Rental	600	0
Social Events	7,000	1
Education	600	0
Security	48,000	6
Vandalism	5,500	1
TOTAL OPERATING	407,740	53

UTILITIES

PG&E	360	0
Irrigation	12,000	2
TOTAL UTILITY	12,360	2

BAD DEBT/CONTINGENCY

Bad Debt	13,675	2
TOTAL B.D./CONTINGENCY	13,675	2

TOTAL EXPENSES

721,920	93
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SURPLUS/DEFICIT

0	0
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California Disclosure Notes

Assessment and Reserve Funding Disclosure Summary

This is an average per unit per month of: \$25.83

- | Year Due | Total Amount Per Ownership Interest | Purpose |
|----------|-------------------------------------|---------|
| | | |

Year Due	Total Amount Per Unit	Purpose

Country Club Vista Homeowners Association

California Disclosure Notes

- 5) All major components are included in the Reserve Study and are included in its calculations
- 6) For our Fiscal Yr starting 1/1/2008 our Reserve Study shows a current fund balance of \$271,928 on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the required amount in the Reserve Fund (Fully Funded Balance) is \$868,782.26. This results in a percentage funding of 31.30%.

An alternate, but generally accepted, method of calculation was also used. The alternate calculation gives credit to the interest earning power of the portfolio, as well as inflation. As depicted in the formula below, the results from this calculation reveal a required amount of \$796,403.20 and a Percent Funded Calculation of 34.14%. This formula is recognized by both The Association of Professional Reserve Analysts and Community Associations Institute.

$$\text{Desired Balance} = \left(\frac{\text{Current Cost}}{\text{Useful Life}} \times \text{Current Life} \right) + \left(\frac{\text{Current Cost}}{\text{Useful Life}} \times \text{Current Life} \right) \times \frac{1}{(1 + \text{Interest Rate})^{\text{Remaining Life}}} - \left(\frac{\text{Current Cost}}{\text{Useful Life}} \times \text{Current Life} \right) \times \frac{1}{(1 + \text{Inflation Rate})^{\text{Remaining Life}}}$$

- 7) Reserve Fund Projections (Summary) over the next 30 Years

Fiscal Year	Ending Reserve Balance	Fully Funded Balance	Project Percent Funded	Annual Reserve Contribs.	Special Assessments	Interest Income	Reserve Expenses
2008	\$417,213	\$1,008,892	41.4%	\$178,269	\$0	\$9,240	\$-42,224
2009	\$584,909	\$1,177,710	49.7%	\$178,269	\$0	\$13,436	\$-24,010
2010	\$645,805	\$1,230,964	52.5%	\$178,269	\$0	\$16,501	\$-133,874
2011	\$841,356	\$1,416,202	59.4%	\$184,152	\$0	\$19,940	\$-8,540
2012	\$700,439	\$1,269,330	55.2%	\$190,229	\$0	\$20,672	\$-351,818
2013	\$897,117	\$1,453,401	61.7%	\$196,506	\$0	\$21,420	\$-21,248
2014	\$1,117,708	\$1,660,774	67.3%	\$202,991	\$0	\$27,014	\$-9,414
2015	\$1,070,153	\$1,603,397	66.7%	\$209,690	\$0	\$29,334	\$-286,579
2016	\$1,276,861	\$1,795,090	71.1%	\$216,609	\$0	\$31,468	\$-41,370
2017	\$1,527,846	\$2,030,047	75.3%	\$223,757	\$0	\$37,605	\$-10,377
2018	\$1,778,323	\$2,264,283	78.5%	\$231,141	\$0	\$44,328	\$-24,993
2019	\$2,057,449	\$2,526,513	81.4%	\$238,769	\$0	\$51,429	\$-11,073
2020	\$1,991,271	\$2,447,912	81.3%	\$246,649	\$0	\$54,284	\$-367,110
2021	\$2,291,668	\$2,728,780	84.0%	\$254,788	\$0	\$57,425	\$-11,816
2022	\$2,608,357	\$3,025,521	86.2%	\$263,196	\$0	\$65,698	\$-12,206
2023	\$2,925,030	\$3,322,085	88.0%	\$271,881	\$0	\$74,190	\$-29,398
2024	\$2,721,553	\$3,105,256	87.6%	\$280,853	\$0	\$75,708	\$-560,039
2025	\$3,047,622	\$3,407,616	89.4%	\$290,122	\$0	\$77,352	\$-41,404
2026	\$3,420,138	\$3,755,422	91.1%	\$299,696	\$0	\$86,718	\$-13,898
2027	\$3,812,338	\$4,122,472	92.5%	\$309,586	\$0	\$96,971	\$-14,357
2028	\$4,205,055	\$4,489,909	93.7%	\$319,802	\$0	\$107,496	\$-34,580
2029	\$4,638,665	\$4,897,507	94.7%	\$330,355	\$0	\$118,575	\$-15,320
2030	\$187,182	\$485,500	38.6%	\$341,257	\$0	\$64,704	\$-4,857,444
2031	\$533,009	\$778,358	68.5%	\$352,519	\$0	\$9,656	\$-16,348
2032	\$846,102	\$1,037,355	81.6%	\$364,152	\$0	\$18,491	\$-69,549
2033	\$1,209,152	\$1,343,767	90.0%	\$376,169	\$0	\$27,556	\$-40,675
2034	\$1,617,615	\$1,693,270	95.5%	\$388,582	\$0	\$37,901	\$-18,021
2035	\$2,049,574	\$2,064,376	99.3%	\$401,406	\$0	\$49,169	\$-18,615
2036	\$1,748,269	\$1,710,484	102.2%	\$414,652	\$0	\$50,921	\$-766,877
2037	\$2,209,810	\$2,103,306	105.1%	\$428,335	\$0	\$53,069	\$-19,864

Country Club Vista Homeowners Association

California Disclosure Notes

The Board of Directors does not anticipate the levy of any special assessments to defray the future repair, replacement or restoration of any major component or to provide adequate reserves therefor.

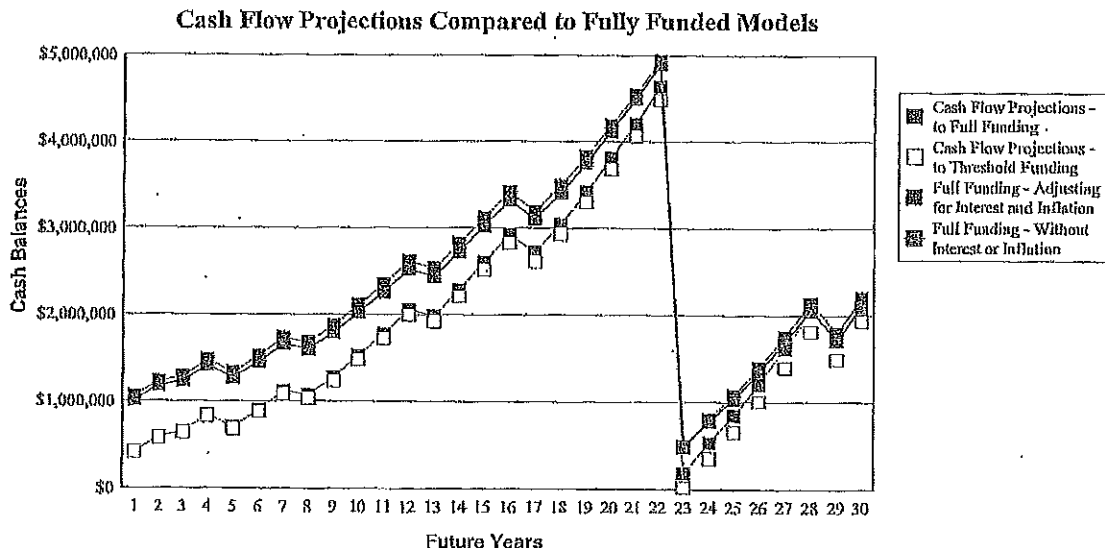
This Association's funding plan provides adequate funds to meet expected expenditures and is based on the assumption that the Association will fund the reserves in accordance with the plan we have presented, which includes changes in annual funding as depicted in the statement of cash flows and expenditures established through an independent reserve study and funding updates as appropriate. The amount of reserves necessary was determined by calculating the annualized wearing out of the components, adjusting for the expected interest earnings of the reserve portfolio as well as expected inflationary impact on the future costs of the components. The most recent reserve study with detailed backup has been provided to your Board of Directors and is on file with the Association's official records. This study must be reviewed and adjusted as necessary annually (California Civil Code Section 1365.5(d)).

The accompanying table titled "Consolidated Component List" showing the estimated replacement costs, estimated current life, and estimated remaining life for the components is an integral part of this required disclosure.

Inflation Assumption: 3.30% Pre-tax Interest Assumption: 4.50% Tax Assumption: 1120H

The graph below depicts a forecast of the level of fund balances necessary over the next thirty years in order to remain 100% funded, as well as two commonly recognized funding alternatives. One method results in funding to this full funding level. The other method funds to some threshold set by the association which may be higher or lower than full funding depending on the needs and desires of the association.

The association has chosen to fund to full funding as depicted on the following table.



The disclosures on the following pages are a required part of this disclosure.

Country Club Vista Homeowners Association

California Disclosure Notes

The percent funded figure disclosed on the previous page is required by the California Civil Code. However, such disclosures are problematic as they do not show the impact on current or future homeowners. It is possible for associations with very low funding percentages to recover to adequate funding levels in some cases with very little impact on homeowners. In other cases, the impact may be significant. Conversely, it is possible to have relatively high "percent funded" figures and still require significant increases in assessments, and in some cases special assessments, in order to recover any shortfall before expected expenditures are due. In order to help measure the impact of any underfunding status in the reserve fund the following table is provided:

Impact of Fund Status on Current and Future Owners					
Measured in average impact per unit per month (PUPM)					
<u>End of Fiscal Year</u>	<u>Notional Ideal Assessment</u>	<u>Assessment Needed to Achieve/Maintain Full Funding</u>	<u>Special Assessments</u>	<u>Impact of any Underfunding</u>	<u>Projected Percent Funded</u>
2008	\$ 20.88	\$ 23.03	\$ 0.00	\$2.16 PUPM	39.53%
2009	\$ 21.67	\$ 23.03	\$ 0.00	\$1.36 PUPM	47.59%
2010	\$ 20.24	\$ 23.03	\$ 0.00	\$2.80 PUPM	50.21%
2011	\$ 20.90	\$ 23.79	\$ 0.00	\$2.89 PUPM	57.01%
2012	\$ 21.59	\$ 24.58	\$ 0.00	\$2.98 PUPM	52.57%
2013	\$ 22.31	\$ 25.39	\$ 0.00	\$3.08 PUPM	58.93%
2014	\$ 23.04	\$ 26.23	\$ 0.00	\$3.18 PUPM	64.42%
2015	\$ 23.80	\$ 27.09	\$ 0.00	\$3.29 PUPM	63.63%
2016	\$ 24.59	\$ 27.99	\$ 0.00	\$3.40 PUPM	67.95%
2017	\$ 25.40	\$ 28.91	\$ 0.00	\$3.51 PUPM	72.10%
2018	\$ 26.24	\$ 29.86	\$ 0.00	\$3.63 PUPM	75.45%
2019	\$ 27.10	\$ 30.85	\$ 0.00	\$3.74 PUPM	78.48%
2020	\$ 28.00	\$ 31.87	\$ 0.00	\$3.87 PUPM	78.29%
2021	\$ 28.92	\$ 32.92	\$ 0.00	\$4.00 PUPM	81.09%
2022	\$ 29.88	\$ 34.00	\$ 0.00	\$4.13 PUPM	83.54%
2023	\$ 30.86	\$ 35.13	\$ 0.00	\$4.26 PUPM	85.62%
2024	\$ 31.88	\$ 36.29	\$ 0.00	\$4.40 PUPM	85.21%
2025	\$ 32.93	\$ 37.48	\$ 0.00	\$4.55 PUPM	87.25%
2026	\$ 34.02	\$ 38.72	\$ 0.00	\$4.70 PUPM	89.18%
2027	\$ 35.14	\$ 40.00	\$ 0.00	\$4.86 PUPM	90.93%
2028	\$ 36.30	\$ 41.32	\$ 0.00	\$5.02 PUPM	92.49%
2029	\$ 37.50	\$ 42.68	\$ 0.00	\$5.18 PUPM	93.98%
2030	\$ 38.74	\$ 44.09	\$ 0.00	\$5.35 PUPM	37.40%
2031	\$ 40.02	\$ 45.55	\$ 0.00	\$5.53 PUPM	66.10%
2032	\$ 41.34	\$ 47.05	\$ 0.00	\$5.71 PUPM	78.49%
2033	\$ 42.70	\$ 48.60	\$ 0.00	\$5.90 PUPM	86.55%
2034	\$ 44.11	\$ 50.20	\$ 0.00	\$6.09 PUPM	91.99%
2035	\$ 45.57	\$ 51.86	\$ 0.00	\$6.30 PUPM	95.75%
2036	\$ 47.07	\$ 53.57	\$ 0.00	\$6.50 PUPM	97.32%
2037	\$ 48.62	\$ 55.34	\$ 0.00	Fully Funded	100.23%

The above table presumes full funding in twenty years and is intended to provide a measure of the impact of any under or over funding on homeowners.

The association intends to follow the above funding plan.

Country Club Vista Homeowners Association

California Disclosure Notes Consolidated Component List

NOTE: This listing is required to be provided to homeowners by the California Civil Code. In order to reduce print costs, it is a consolidated list provided for informational purposes only. Any mathematical projections or calculations made in the reserve funding analysis were made from an expanded list. Readers are cautioned not to attempt to make mathematical projections of their own from this list, but rather to refer to the "Detailed component List" provided in the complete reserve study on file with the association.

Reserve Component	Quantity	Average Unit Cost	Current Useful Lives	Adjusted Useful Lives	Remaining Useful Lives	Current Cost	Future Cost
Concrete Wall, Repair Fund	112,400 S.F.	\$ 17.63	10 to 30	10 to 30	3 to 23	\$ 1,981,050	\$ 4,166,096
Concrete, Repair Fund	12,341 S.F.	\$ 0.33	10 to 10	10 to 10	3 to 3	\$ 4,114	\$ 4,535
Furnishings, Tot Lot 1	2 Each	\$ 9,525.00	15 to 20	15 to 20	8 to 13	\$ 19,050	\$ 24,826
Furnishings, Tot Lot 1	1,600 S.F.	\$ 1.75	8 to 8	5 to 5	1 to 1	\$ 2,800	\$ 2,892
Furnishings, Tot Lot 3	160 1	\$ 475.00	20 to 20	20 to 20	13 to 13	\$ 76,000	\$ 115,909
Furnishings, Tot Lot 3	166 Each	\$ 133.89	8 to 25	8 to 25	1 to 18	\$ 22,226	\$ 29,991
Furnishings, Tot Lot 3	512 S.F.	\$ 1.75	8 to 8	5 to 5	1 to 1	\$ 896	\$ 926
Furnishings, Tot Lot 4	5 Each	\$ 6,220.00	15 to 20	15 to 20	8 to 13	\$ 31,100	\$ 40,450
Furnishings, Tot Lot 4	1 Lot	\$ 15,000.00	1 to 1	0 to 0	2 to 2	\$ 15,000	\$ 16,006
Furnishings, Tot Lot 4	2,320 S.F.	\$ 7.35	8 to 8	8 to 8	1 to 1	\$ 17,052	\$ 17,615
Furnishings, Tot Lot 5	4 Each	\$ 10,775.00	15 to 20	15 to 20	8 to 13	\$ 43,100	\$ 56,134
Furnishings, Tot Lot 5	576 S.F.	\$ 7.35	8 to 8	8 to 8	1 to 1	\$ 4,234	\$ 4,373
Furnishings, Tot Lot 6	3 Each	\$ 9,466.67	15 to 20	15 to 20	8 to 13	\$ 28,400	\$ 37,029
Furnishings, Tot Lot 6	1,710 S.F.	\$ 2.16	8 to 8	5 to 8	1 to 1	\$ 3,698	\$ 3,820
Irrigation, Residence	1,327 Each	\$ 246.01	12 to 15	12 to 15	5 to 8	\$ 326,450	\$ 392,225
Irrigation, Residence	1 Lot	\$ 7,500.00	1 to 1	1 to 1	1 to 1	\$ 7,500	\$ 7,748
Irrigation, Tot Lot 1	26 Each	\$ 253.85	12 to 20	12 to 20	5 to 13	\$ 6,600	\$ 8,083
Irrigation, Tot Lot 3	26 Each	\$ 253.85	12 to 20	12 to 20	5 to 13	\$ 6,600	\$ 8,083
Irrigation, Tot Lot 4	51 Each	\$ 250.00	12 to 20	12 to 20	5 to 13	\$ 12,750	\$ 15,479
Irrigation, Tot Lot 5	51 Each	\$ 250.00	12 to 20	12 to 20	5 to 13	\$ 12,750	\$ 15,479
Irrigation, Tot Lot 6	26 Each	\$ 253.85	12 to 20	12 to 20	5 to 13	\$ 6,600	\$ 8,083
Paint, Concrete	112,688 S.F.	\$ 0.85	10 to 10	10 to 10	3 to 3	\$ 95,785	\$ 105,584
Paint, Metal	704 S.F.	\$ 0.85	8 to 8	5 to 5	1 to 1	\$ 598	\$ 618
Paint, Wood	3,436 S.F.	\$ 0.85	8 to 8	5 to 5	1 to 1	\$ 2,921	\$ 3,017
Planters, Re-Line	336 S.F.	\$ 27.50	20 to 20	20 to 20	13 to 13	\$ 9,240	\$ 14,092
Signs	5 Each	\$ 115.00	15 to 15	15 to 15	8 to 8	\$ 575	\$ 746
Wood, Replace	1,718 S.F.	\$ 15.00	20 to 20	20 to 20	13 to 13	\$ 25,770	\$ 39,302
Wrought Iron, Replace	443 L.F.	\$ 31.44	25 to 25	25 to 25	18 to 18	\$ 13,930	\$ 24,989
Grand Total:						\$ 2,776,789	\$ 5,164,130

Country Club Vista of Richmond Homeowners Association**ASSESSMENT COLLECTION POLICY****Notice to Members:**

This document sets forth the Association's policy regarding the collection of assessments pursuant to the Association's Declaration of Covenants, Conditions Restrictions, its Bylaws, and California Civil Code sections 1363.05, 1365.1, 1365.2, 1366, 1367 and 1367.1, 1367.4, 1367.5.

1.0 Assessments in General.

The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. Regular assessments are determined at least once annually and are payable during the year in Monthly installments or at such other intervals as the Board of Directors shall designate. The Association shall distribute the written notice described in Civil Code section 1365.1 (b) to each member of the Association during the 60-day period immediately preceding the beginning of the Association's fiscal year.

2.0 Obligation to Pay Assessments.

A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with Section 1366, shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's property from and after the time the Association causes a Notice of Delinquent Assessment (Lien) to be recorded with the County Recorder's Office of the County in which the property is located.

3.0 Monetary Charge for Reimbursement to Association for Damage to Common Areas and Facilities

A monetary charge imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the member or the member's guests or tenants were responsible may become a lien against the member's separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c, provided the authority to impose a lien is set forth in the governing documents.

4.0 Monetary Penalty Imposed by the Association as a Disciplinary Measure.

A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the governing instruments, except for the late payments, may not be characterized nor treated in the governing instruments as an assessment that may become a lien against the member's subdivision separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c.

5.0 Notice of Assessments.

Not less than 30 days nor more than 60 days before any increase in the regular assessment or any special assessment becomes due, the Association will give the owners notice of the assessment. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice. The Board of Directors may elect from time to time to provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the owners of the obligation to pay assessments.

6.0 Designation of Agent.

The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, collection service, banking institution, law firm, attorney or other appropriate agent. A.S.A.P. Collection Services at 331 Piercy Road, San Jose, CA 95138 (408) 363-9600 is one of the designated agents authorized to administer this policy. Designation of Agent does not qualify A.S.A.P. as an agent to go to small claims court on behalf of the Association.

7.0 Association Cannot Voluntarily Assign or Pledge the Association's Right to Collect

An Association may not voluntarily assign or pledge the Association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of an Association to assign any unpaid obligations of a former member to a third party for purposes of collection. Subject to the limitations of this subdivision, after the expiration of 30 days following the recording of a lien per the Covenants, Conditions and Restrictions (CCR's), the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Section 2934a. Any sale by the trustee shall be conducted in accordance with Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Sections 2924c and 2924d.

8.0 Due Date/ Delinquency Date of Assessments.

Unless otherwise specified by the Board or the governing documents, an assessment is due on the first of each month. An assessment, or any portion thereof, is delinquent if it has not been received as directed by the Board or its designated agent 30 days after it is due.

9.0 Late Charges and Interest on Delinquent Amounts.

Delinquent accounts become subject to the following additional charges as contained in Civil Code section 1366 and the governing documents: costs of collection including reasonable attorney's fees; a late charge of \$10.00 and interest on all sums (including the delinquent assessment, collection fees and costs, and reasonable attorney's fees) at an annual interest rate not to exceed 12.00% commencing 30 days after the assessment becomes due; whether or not charged prior to collection. If it is determined the assessment was paid on time to the association the owner will not be liable to pay the charges, interest, and costs of collection.

10.0 Collection Charges.

Any costs and fees incurred in setting up, processing and collecting delinquent amounts, including, without limitation, late charges, statement charges, monthly administrative charges, charges for preparation of delinquency notices or forward to collection charges, or request for a payment plan as well as the recordation of a lien or initiation of foreclosure proceedings, postage, copies, envelopes, labels, filing and recordation charges, delivery charges, and attorney's fees and costs, title searches, bankruptcy searches, pulling copies of grant deeds or property ownership history, address and or phone number verification searches, in addition to any other charges necessary to collect a delinquent assessment shall become an additional charge against the owner and the owner's property and shall be subject to collection action pursuant to this Policy.

11.0 Application of Payments.

Neither the Association nor its designated agent has any obligation to accept partial payments on an assessment account. Unless stated otherwise in writing, partial payments accepted will be applied first to the oldest assessments owed, and, only after the assessments owed are paid in full will the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. Owners may request a receipt and the association shall provide it. The receipt shall indicate the date of payment and the person who received it. Payments may be required to be made in certified funds, e.g. cashier's check or money order.

12.0 Initial Delinquency Notice.

Once an assessment, or any portion thereof, has become delinquent, the owner may receive an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, which may be in the form of a letter, monthly statement, past due notice, or any other form of writing or notice from the Association or its designated agent.

13.0 Notice of Intent to Record a Lien.

If an assessment account remains unpaid for 45 days after it is due, the Association or its designated agent shall, at least 30 days prior to recording a lien upon the separate interest of the owner of record, notify the owner in writing by certified mail all of the notice requirements pursuant to Civil Code Section 1367.1. Prior to recording a lien for delinquent assessments, the owner has the right to request to participate in dispute resolution pursuant to the Association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of Civil Code. A copy of the "Meet and Confer" procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

14.0 Recording of Lien.

At the expiration of 30 days following the Notice of Intent to Record a Lien, the Association or its designated agent will without further notice to the owner, record a lien against the owner's property. The notice of delinquent assessment shall be mailed in the manner set forth in Section 2924b, to all record owners of the owner's interest in the common interest development no later than 10 calendar days after recordation.

15.0 Association Lien Subordination.

Association Lien Subordination. A lien created pursuant to 14.0 Recording of Lien shall be prior to all other liens recorded subsequent to the notice of assessment, except that the declaration may provide for the subordination thereof to any other liens and encumbrances.

16.0 Recording of Release of Lien.

A release of lien will not be recorded until the entire balance of the owner's account is paid in full. All charges incurred in recording a Release of Lien, including reasonable attorney or agent fees and costs, will be charged to the account. Within 21 days of the payment of the sums specified in the notice of delinquent assessment, the association shall record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the owner of the separate interest a copy of the lien release or notice that the delinquent assessment has been satisfied.

17.0 Lien Recorded In Error.

If it is determined that a lien previously recorded against a separate interest was recorded in error, the party who recorded the lien shall, within 21 calendar days, record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded, a lien release or notice of rescission and provide the owner of the separate interest with a declaration that the lien filing or recording was in error and a copy of the lien release or notice of rescission.

18.0 Foreclosure.

Judicial or Non Judicial foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds one thousand eight hundred dollars (\$1,800) or the assessments are more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of Civil Code or alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7 of Civil Code. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. A copy of the "Meet and Confer" Procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

19.0 Deed in Lieu of Foreclosure.

Nothing in this section or in subdivision (a) of Section 726 of the Code of Civil Procedure prohibits actions against the owner of a separate interest to recover sums for which a lien is created or prohibits an association from taking a deed in lieu of foreclosure.

20.0 Payment Plan Agreement.

An owner of a separate interest may submit a written request to meet with the Board of Directors to discuss a payment plan agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account in addition to assessments that will accrue during the payment plan period. The Association has no obligation to enter into such a payment agreement. If the Association accepts an agreement with the owner it shall be reasonable, as determined by the Board in its sole discretion, and in accordance with the standards for payment plans, if any exist. The payment agreement shall be in writing and will include a provision that additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Interest and administrative charges will accrue until the account is paid in full. The agreement will also include a provision that in the event of a default on the payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan. A lien will be recorded against the property to secure debt for the Association. The owner will be charged for the additional collection fees and costs to administer the payment plan. Payment plan requests outside of the Association's payment plan standards will require that the Board meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the 13.0 Notice of Intent to Record a Lien unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

21.0 Validation of Debt.

Unless an owner disputes the validity of the debt, or any portion thereof, within thirty (30) days after receipt of the notice pursuant to 13.0 Notice of Intent to Record a Lien, the debt will be assumed to be valid. Validation of the debt will be provided in writing, at no additional cost to the owner and will include 1) an itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any 2) the Association's name and 3) the Association's mailing address.

22.0 Disputes.

Federal law states that initial dispute can be either oral or in writing. State law requires disputes to be in writing. It is therefore recommended that all disputes be put in writing to avoid misunderstanding.

23.0 Dispute Resolution Procedure, Meet And Confer.

An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of the Civil Code. A copy of the "Meet and Confer" Procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

24.0 ADR - Alternative Dispute Resolution.

An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7 of the Civil Code before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure. A summary of the ADR - Alternative Dispute Resolution CC 1369.520 is attached as an ADDENDUM to this policy titled "Dispute Resolution, Meet And Confer, And ADR."

25.0 Owner has Right to Request Meeting with Board.

An owner has the right to request a meeting with the board. The board shall meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the notice 13.0 Notice of Intent to Record a Lien, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

Date Adopted _____

26.0 Owner has Right to Review Association Records.

Owner has the right to review the Association records, pursuant to Section 1365.2 of the Civil Code. Owner should contact the Association's managing agent for the policies and procedures set forth to inspect the records.

27.0 Resolution Of Assessment Dispute By Alternative Dispute Resolution – Civil Code Section 1366.3 – is repealed effective January 1, 2006.

28.0 Other Remedies.

The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect assessments and related costs and charges, including but not limited to bringing an action in Small Claims or Superior Court. Such remedies may be taken in addition to, or in lieu of, any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

29.0 Address of the Association and the Board of Directors.

Owners should respond in writing or make payments to the address as directed by the designated agent. For the purpose of OVERNIGHT PAYMENTS mail to: 3732 Mt. Diablo Blvd., Suite 395 Lafayette, CA 94549. For the purpose of CORRESPONDENCE mail to: 3732 Mt. Diablo Blvd., Suite 395 Lafayette, CA 94549. These addresses are subject to change after the distribution of this policy. Notification of a change will be in writing to the membership through normal day-to-day correspondence from the association or its managing agent. It is the owners' responsibility to note any changes for their records.

30.0 Returned Payments.

Payments returned for insufficient funds, closed account, stop payment or for any other reason will be charged back to the owners account in addition to any administrative fee, bank fee or collection fees and costs incurred to handle the returned payment. Personal checks will not be accepted if two payments are "Returned" by the bank for any reason.

31.0 Sufficiency of Notice.

Except for notice that under California law must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner at the address on the membership register at the time of notice. Notice is presumed received (3) three days after notice was mailed.

32.0 Owner's Change of Address.

Owner is required to notify the Association of any change in the owner's name or mailing address. An owner may provide written notice by facsimile transmission or United States mail to the Association of a SECONDARY ADDRESS. If a secondary address is provided, the Association shall send any and all correspondence and legal notices required pursuant to the article to both the primary and secondary address.

33.0 Void Provisions.

If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

ADDENDUM TO ASSESSMENT COLLECTION POLICY DISPUTE RESOLUTION, MEET AND CONFER, AND ADR

DISPUTE RESOLUTION, MEET AND CONFER PROCEDURE CC § 1363.850

WHO MAY START: This procedure may be invoked by the Association or an Owner. Either party may make a written request to meet and confer to resolve a dispute. The Board shall designate a member of the Board to meet and confer.

WHO PARTICIPATES: When a written request for Dispute Resolution is received from an owner, the Association shall participate. If the Association makes a written request for an owner to participate, the owner may elect not to participate.

NON-PARTICIPATION BY THE OWNER: If the owner declines to participate, the Association may begin Alternative Dispute Resolution, pursuant to Civil Code § 1369.520.

IF THE OWNER PARTICIPATES, THEN THE MEET AND CONFER TAKES PLACE:

- A. Both parties shall meet and confer to resolve the dispute within forty-five (45) days of receipt of the written request by the other party.
- B. The meeting shall take place promptly at a mutually convenient time and place. Each party shall explain their position and shall confer in good faith to resolve the dispute.
- C. A resolution of the dispute agreed to by the parties shall be made in writing and dated and signed by the parties, including the Board designee on behalf of the Association.
- D. A written decision shall be made by the designated Board Member and delivered or received by the owner within ten (10) days after the meet and confer.
- E. If the owner participates, but the dispute is resolved other than by agreement of the owner, the owner shall have the right to appeal to the Association's Board of Directors.

APPEAL:

- A. If the owner disputes the resolution, an appeal must be taken to the Board of Directors within thirty (30) days of the date of the decision by the designated Board member.
- B. If there is an appeal, the Board must hear the Appeal at its next regularly scheduled meeting in executive session, then issue a written decision within ten (10) days.

NO CONFLICT:

- A. The resolution must not be in conflict with the law or the governing documents.
- B. The agreement must be consistent with the authority granted to the Board of Directors or the Board must ratify the agreement.
- C. The written agreement, which is dated and signed by the parties, will bind both parties and be judicially enforceable.

NO FEE: No fee will be charged to the owner during this process.

EXCEPTIONS: Reasonable exceptions may be made to the time deadlines, in the discretion of the Board. Any exceptions will be made on a case-by-case basis.

TIME: The maximum time to act on a request by the owner is forty-five (45) days. Initiation to termination of the dispute will take no more than one hundred eighty (180) days.

ADR - ALTERNATIVE DISPUTE RESOLUTION CC § 1369.520 - [SUMMARY] As of January 1, 2006

1. If an association, owner or member of an association seeks either:

- A. Declaratory or injunctive relief; or
- B. Declaratory or injunctive relief and a claim for \$5,000 or less, including association assessments, concerning the enforcement of the governing documents; the parties shall submit their dispute to Alternative Dispute Resolution (ADR), such as mediation or arbitration. A Request for Resolution ("Request") begins the process and it shall include:
 - 1) A description of the dispute;
 - 2) A request for ADR
 - 3) Notice that the party receiving the Request is required to respond within thirty (30) days or the Request will be deemed rejected.

C. This does not apply to small claims action.

2. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

3. If the Request is accepted, ADR shall be completed within ninety (90) days from the date of acceptance, or it can be extended by a written stipulation signed by both parties.

"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 1369.520 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW."

DISPUTE RESOLUTION PROCEDURES

Internal Dispute Resolution -- "IDR" -- Civil Code Section 1363.810 and following

By resolution of the Board of Directors, the Association hereby adopts the following procedure identified in California Civil Code Section 1363.840 for the internal resolution of disputes between the Association and its members involving their rights, duties, or liabilities under the governing documents of the Association, the Davis-Stirling Common Interest Development Act, and California Nonprofit, Mutual Benefit Corporation law. This procedure supplements other procedures under California law for alternative dispute resolution (e.g., mediation or arbitration) of such disputes. This procedure is intended to be fair, reasonable and expeditious within the meaning of Civil Code Section 1363.820(a).

Section 1363.840. Default Dispute Resolution Procedure

- (a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
- (b) Either party to a dispute within the scope of this article may invoke the following procedure:
 - (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
 - (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
 - (3) The association's board of directors shall designate a member of the board to meet and confer.
 - (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
 - (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
- (2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
- (d) A member of the association may not be charged a fee to participate in the process.

Additionally, the above procedure shall be supplemented by the following terms:

1. The Board of Directors shall have discretion (but shall not be obligated) to designate more than one member of the Board and/or the Association's managing agent to meet and confer with the member pursuant to this procedure.
2. For an agreement reached pursuant to this procedure to become binding on the parties and enforceable in court, it must be signed by the homeowner and a Board representative participating in the procedure and then ratified by the Board of Directors.

Alternative Dispute Resolution -- "ADR" -- Civil Code Section 1369.510 and following

1. "Alternative Dispute Resolution" ("ADR") means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties.
2. The Association or an owner or member may not file a lawsuit to enforce the laws relating to homeowners associations or the Association governing documents in the superior court unless both sides have endeavored to submit their dispute to ADR. ADR only applies to an enforcement action seeking declaratory, injunctive or writ relief, OR for that relief in conjunction with a claim for money damages not in excess of Five Thousand Dollars (\$5,000).
3. The requirement to try to ADR does not apply to small claims actions or assessment disputes.
4. A party wishing to initiate the ADR process shall serve all other parties to the dispute with a Request for Resolution, containing the following:
 - a. A brief description of the dispute between the parties;
 - b. A Request for Alternative Dispute Resolution;

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

d. If the party on whom the Request is served is a member of the Association, a copy of Civil Code Sections 1369.510-1369.590.

5. Service of the Request for Resolution shall be by personal delivery, first class mail, express mail, fax, or other means reasonably calculated to provide the party on whom the Request is served actual notice of the Request.

6. The party on whom the Request for Resolution is served has 30 days following service to accept and reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected.

7. If the Request for Resolution is accepted, the parties must complete the ADR process within 90 days after the party initiating the Request receives the acceptance, unless this period is extended in writing and signed by both parties.

8. The cost of ADR shall be borne by the parties.

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

a. 30 days from receipt of the Request;

b. If the Request for Resolution is accepted, 90 days after the party initiating the Request receives the acceptance, including any extension of time agreed to in writing by the parties.

10. If an enforcement lawsuit is filed, the party filing the suit shall also file a certificate stating one or more of the following:

a. ADR has been completed;

b. One of the other parties to the dispute did not accept the terms offered for ADR;

c. Preliminary or temporary injunctive relief is necessary.

11. Failure to follow a certificate is grounds for demurrer or motion to strike.

12. After an enforcement lawsuit is filed, the parties may agree in writing that the matter may be referred to ADR.

13. In an enforcement lawsuit in which fees and costs may be awarded pursuant to Civil Code Section 1354, the court may consider a party's refusal to participate in ADR in determining the amount of the award.

14. Failure of a member of the Association to comply with ADR requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

Required Notice Regarding Assessments And Foreclosure
Civil Code § 1365.1 – Effective January 1, 2006

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 1367.4 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 1366, 1367.1, and 1367.4 of the Civil Code)

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 areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 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 1367.1 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 1367.1 of the Civil Code)

Required Notice Regarding Assessments And Foreclosure

Civil Code § 1365.1 – Effective January 1, 2006

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 1367.1 of the Civil Code)

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

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 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 costs, 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 5 (commencing with Section 1363.810) of Chapter 4 of Title 6 of Division 2 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 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 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 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare 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 exist. (Section 1367.1 of the Civil Code)

The board of directors 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 1367.1 of the Civil Code)

Country Club Vista HOA

Architectural Rules/Application



The CC&R's provide architectural controls by the Association. These controls are not set up to stifle your individual creativity, but rather to assure that the integrity of the original community design is preserved. You can paint the entire inside of your Home any color you wish. It's the exterior of your Home that is of concern to the Association.

Common problems with architectural control arise over such issues as fences, external color of units, additions, clotheslines, antennas, and patio covers. The Architectural Committee reviews and approves or denies all submitted plans for exterior alterations and enforces architectural standards.

It is important that each owner be familiar with the architectural controls and work with the committee when making any exterior changes to their unit. This will avoid unnecessary misunderstandings that inevitably cause delay and extra expense.

The information below is from the Country Club Vista CC&Rs, page 25 Article VIII. Architectural Review; Section 8.2 Approval Requirements: "None of the following actions shall take place anywhere within the Development without the *prior written approval* of the Committee:

- (i) any construction, installation, repair (including exterior painting), replacement, alteration or removal of any building, outbuilding, structure, wall, cabinets, floors, windows, doors, stairs, ceilings, fence, sign, garage, trash enclosure, storage area, berms, utilities, fixtures (gas, electricity, telephone, water, or otherwise) or other improvements;
- (ii) any planting or landscaping (including the removal of a tree);
- (iii) any grading, excavation or site preparation;
- (iv) any placement or storage of building materials or temporary structures (including trailers, tents, mobile homes, offices or vehicles); or
- (v) (applicable to duets only) any replacement or modification to any floor coverings or wall or ceiling materials or any penetration or other disturbance of any wall, floor, or ceiling if the replacement, modification, penetration or disturbance could result in any increase in the sound transmissions, resonances or reverberations from the residence to any adjoining residence.

Notwithstanding anything herein to the contrary, any Owner may repaint the exteriors of any improvements on the Owner's Lot in the same colors, remove and replace any siding or roofing materials with the same material and in the same color, and remove and replace vegetation of the same type as originally constructed or installed by Declarant or as previously approved by the Committee. In addition, any Owner may repaint the interior of the Owner's residence in any color the Owner desires or remodel the interior, provided the remodeling does not in any manner alter the exterior appearance of the building or, in the case of any residences that immediately abut an adjoining residence, result in the increase of the sound transmissions, resonances or reverberations from the residence to the adjoining residence."

Page 26, 8.3 Application Requirements: "The Architectural Rules shall set forth the necessary documents to be submitted by the applicant. Unless otherwise waived in writing by the Committee, or an authorized representative thereof, the application shall include plans and specifications prepared by an architect or a licensed building designer which adequately describe the proposed work and shall include the following to the extent applicable to the proposed work: plot layout; location of all existing and proposed improvements; setbacks from Lot lines of all existing and proposed improvements; proposed drainage; exterior designs; roofing and siding materials; elevations; of all Improvements; floor plans; location of all heating or cooling equipment; decking; screening devices; bearing walls and retaining walls; materials and colors; landscaping plans; construction schedule; and such other information as the Committee shall reasonably require. Landscaping plans shall include a complete and professionally prepared plan including the name, location and sizes of all proposed trees, sodding, shrubbery, lawn areas, hardscape and irrigation system. The plans shall identify any trees scheduled for removal and describe the plans for replanting trees and vegetation.

If the proposed work does not merit extensive plans and specifications, the Committee may, but shall not be obligated to, waive or modify any of the above requirements upon receipt of a written request from the applicant to do so.

An application shall not be considered a "complete application" for purposes of **Section 8.5** until the Committee has received all the required documents. After the submission of an application, the applicant may request in writing from the Committee confirmation that the application is complete. The initial confirmation request may be made no sooner than seven calendar days after the initial application has been received by the Committee. If the Committee fails to respond within 30 days of receipt of the request, the application shall be considered complete for purposes of **Section 8.5** only.

The foregoing does not preclude the Committee from requesting additional documentation unless the application has been deemed approved pursuant to the provision of **Section 8.5**. If a timely request for additional documentation is received, this documentation or the failure to receive the documentation can be considered by the Committee in rendering its decision on the proposed work.

The application, any request for confirmation of a complete application, any additional documents requested by the Committee, and any other notices or documents given to the Committee under the provisions of this **Article 8** shall be considered received by the Committee in accordance with the "receipt" procedures described in the Architectural Rules or, if there are no such procedures, on the date of personal delivery to the Association's Manager, the President of the Association, or the Chair of the Committee or, if mailed, on the date receipt is acknowledged on the return receipt when mailed certified mail, return receipt requested, addressed to the President of the association or Chair of the Committee and mailed to the principal office of the Association."

Pre-approved Modifications

The following guidelines have been adopted by the Architectural committee for use in evaluating architectural applications for change:

General Requirements:

- ✓ Post-construction application required
- ✓ Notification of neighbors required for any exterior construction modification.
- ✓ Back and side yard landscaping must be completed within one year of home occupancy.
- ✓ Any modification which:
 - Does not or will not grow to exceed height of fence line.
 - Does not alter existing drainage or drain path
 - Does not require city permit.
- would not require an Architectural Committee review but would require an application to be submitted for the record.
- ✓ All pre-approved modifications continue to require submission of modification form.
- ✓ No requests for front yard modifications other than those included on the list below will be approved.
- ✓ All original exterior paint schemes to be retained in the event of repainting or repairs.

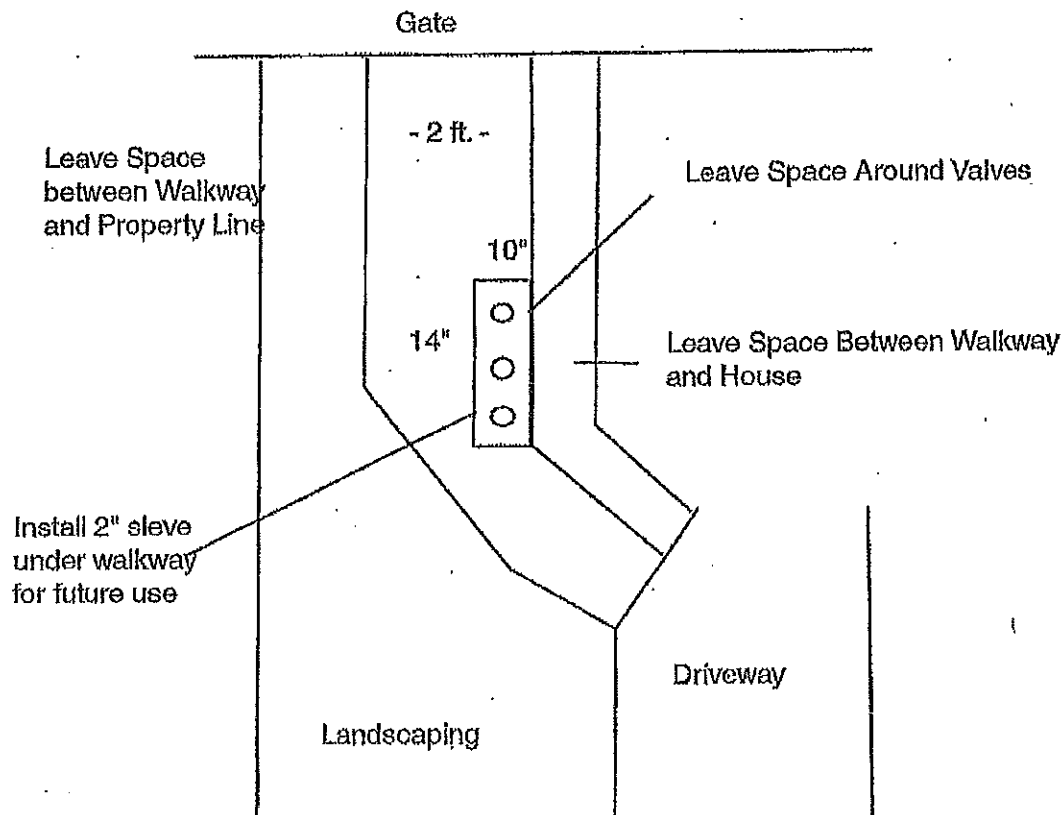
Front Yard:

- ✓ **"Garbage-Run" Sidewalks** – neutral colored concrete or brick path from driveway to builder installed gate. Sidewalks must not encase sprinkler valves, gas meter or any other utilities. (See attachment noting correct installation)
- ✓ **Low Voltage Yard Lights** – solar or electric and placed in the mulch area only. Should not be set in concrete or other permanent setting.
- ✓ **Driveway Extensions** – up to 12" non-colored, broom finish concrete on either or both sides of the driveway. Any relocation of sprinkler system components must be completed by HOA Landscape Company and will be done at the owner's expense.
- ✓ **Garden Hose Reels** – neutral colored house reels mounted to front or side of home near outdoor faucet.
- ✓ **Potted plants** – movable pots on porch or in mulch area only.
- ✓ **Security Lighting** – motion-sensing security lighting mounted above center of garage door.
- ✓ **Lockable Mailboxes** – only boxes on the approved HOA list.

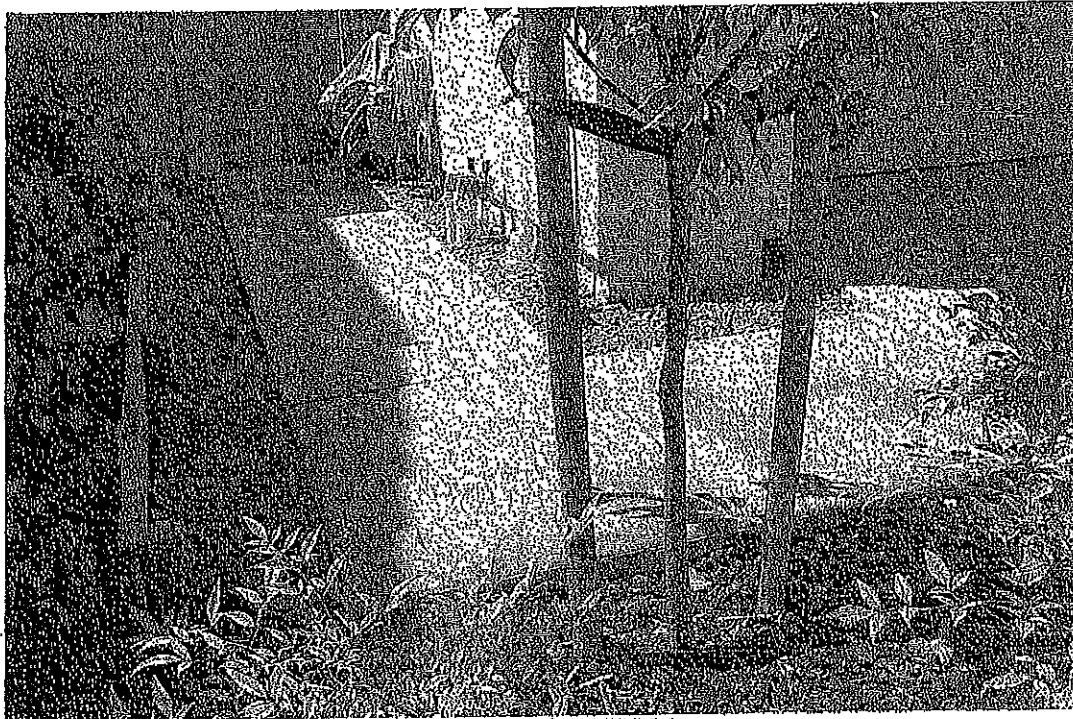
Back/Side Yard:

- ✓ **Sheds/Storage Units** – any units placed in the side yard and visible from the street will be limited to 84" in height and require a 1' framed lattice attachment to the top of the fence to obscure view from the street. Owners should do their utmost to match the lattice color to that of the fence. Sheds placed in the back yard and not visible from the street will be permitted to a maximum height of 96" with written contiguous neighbor approval. (see attachment noting lattice requirements)
- ✓ **Fences** – only clear stain should be applied to the exterior sections of the wooden fences. Interior sections may be stained using a solid color stain if approved by the ARC.
- ✓ **Lighting** – no lighting will be permitted above fence level without written permission of contiguous neighbors.
- ✓ **Other Structures** – other structures such as gazebos and arbors will be reviewed on an application by application basis. Approved will be determined by considering whether the design is harmonious and by determining whether the applicant has obtained written approval from the neighbors..

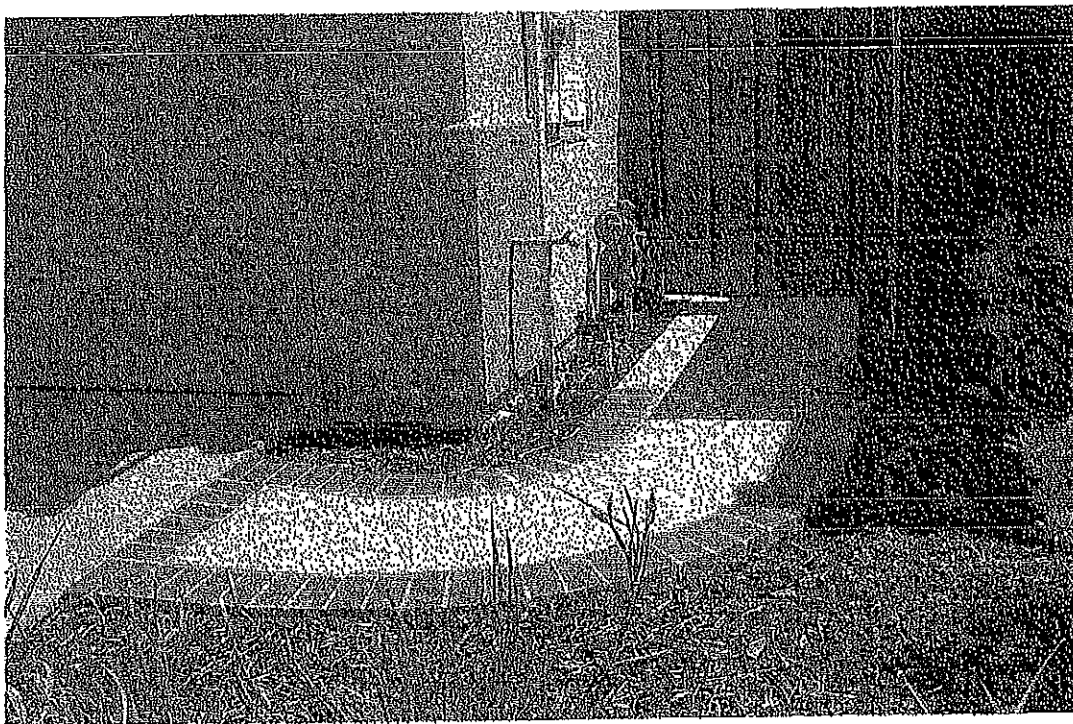
Proper Walkway Installation Recommendations



1. Use Licensed Board Contractor
2. Leave Space Around Valves. See Above
3. Cap Off Existing Irrigation Heads where Walkway is to be installed
4. Leave Open Space on Both sides of Walkway.
5. Install Sleeve Under Walkway for Future Use

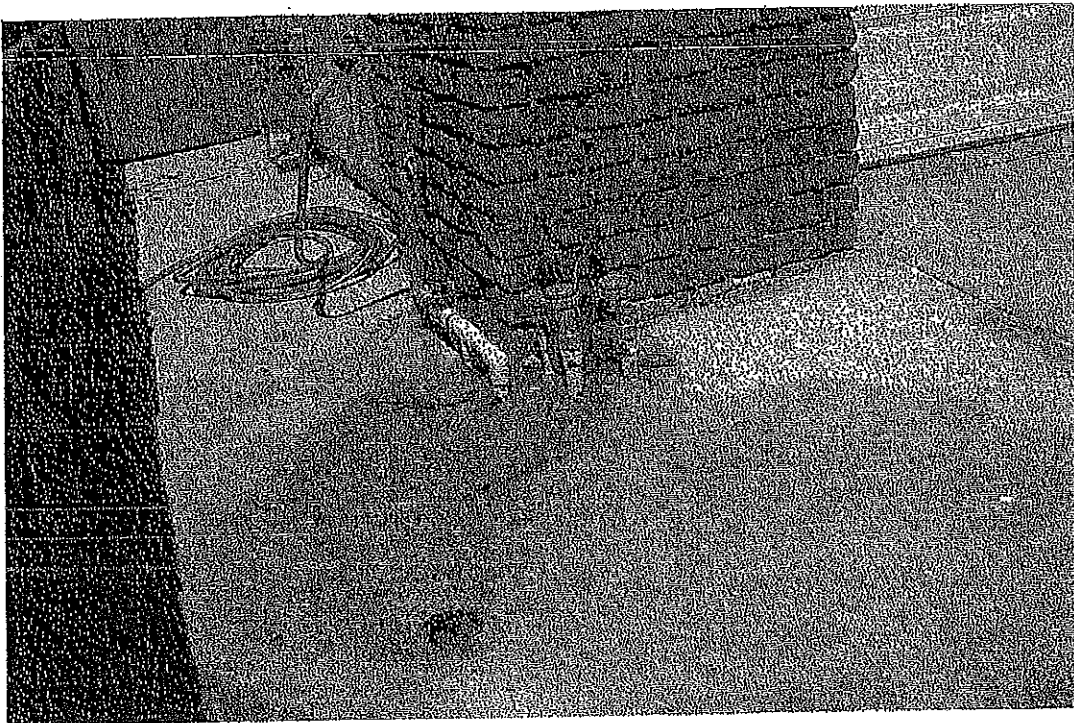


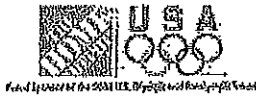
CORRECT WAY





INCORRECT WAY





**Gibraltar Industries Large Size
Black Lockable Post Mount Mailbox**
Model RSKB0000
\$73.48/EA Each Free
Shipping

Quantity:


[Check Your Local Store](#)

[Add to My List](#)

[Add to My Registry](#)

This item cannot be shipped to the following
state(s): HI,AK

[Zoom View](#)

Average Customer Rating	> Read Reviews
 3.3 out of 5	> Write a review

Description

Keep your mail safe, protect your identity with the Mailsafe Lockable Post Mount Mailbox. This USPS approved curbside locking post mount mailbox is constructed from steel and high impact polymer for extra security. A concealed locking access door keeps correspondence from being lost or stolen and accommodates incoming & outgoing mail. The extra wide mail slot exceeds postal regulations and accommodates a variety of mail. It fits most mailbox posts, including the Arlington Premium Aluminum Post. The post is sold separately.

For Incoming and Outgoing Mail
Concealed Locking Access Door
Extra Wide Mail Slot
U.S. Postmaster General Approved
MFG Brand Name : Gibraltar Industries
MFG Model #: RSKB0000
MFG Part #: RSKB0000

Specifications

Assembled Depth (In Inches) : 21.38 In.
Assembled Height (In Inches) : 9.38 In.
Assembled Weight (In LBS) : 14.5
Assembled Width (In Inches) : 13 In.
Depth : 21.38 In.
Energy Star Compliant : False
Height : 9.38 In.
Kit : No
Length : 21.38 In.
Lockable : Yes
Lockable : Yes
Width : 13 In.



COUNTRY CLUB VISTA
APPLICATION FOR ARCHITECTURAL REVIEW AND APPROVAL

Date _____ Name _____
Address _____
Home phone _____ Work Phone _____

We request approval of the following:

*Please include scale drawing and location on property of improvement(s) and specifications as to materials to be used and finish color.

The work will be done by:

Contractor's Name _____ Address _____
License # _____ Phone # _____

1. I understand that if this application requires work of a contractor, that I must choose a licensed, bonded, and insured contractor.
2. I further understand that if approval of this improvement is given, that I will be responsible to indemnify the association and hold it harmless from any damages or costs of a lawsuit that are filed due to the installation, construction, or presence of the described improvement.
3. I understand that I am responsible to maintain the improvement.

Signed _____ Print Name _____

APPROVED AS SUBMITTED _____ ARCHITECTURAL COMMITTEE

APPROVED AS NOTED BELOW _____ BY _____ DATE _____

REVISE & RESUBMIT _____ BY _____ DATE _____

NOT APPROVED _____ BY _____ DATE _____

Approved work must be completed within _____ () months of approval or resubmission for review and approval is required. All approvals are contingent upon homeowner acquiring all applicable permits required for the work.

NOTES/CONDITIONS: _____

Send back to: 3732 Mt. Diablo Blvd. Suite 395, Lafayette, CA 94549
Or fax to (925) 283-4907

WestCallawayStotka, Inc.

Delivering More Than A Promise Since 1906.

INSURANCE DISCLOSURE FORM PURSUANT TO CIVIL CODE SECTION 1365.9 COUNTRY CLUB VISTA OF RICHMOND HOMEOWNERS ASSOCIATION

Date Issued: 11/15/2010

- A. GENERAL LIABILITY POLICY – Effective 12/12/2010 – 12/12/2011
1. Name of Insurer: Philadelphia Indemnity Insurance Company
 2. Limits of Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- B. COMMERCIAL EXCESS / UMBRELLA LIABILITY POLICY –Effective 12/12/2010 – 12/12/2011
1. Name of Insurer: Zurich Insurance Company
 2. Limits of Liability: \$5,000,000 per occurrence / \$5,000,000 aggregate
 3. Insured Retained Limit: \$0
- C. EMPLOYEE DISHONESTY – Effective 09/01/2010 – 09/01/2011
1. Name of Insurer: The Hartford
 2. Employee Dishonesty Limit: \$1,125,000
 3. Deductible: \$10,000
- D. DID AN INSURANCE AGENT, as defined in Section 1621 of the Insurance Code, an insurance broker, as defined in Section 1623 of the Insurance Code or an agent or insurance broker assist the Association in the development of the General and/or Commercial Excess / Umbrella Liability policy limits?
- Yes X No
- Were the recommendations of the insuring agent of insurance broker followed?
- Yes X No
- E. PROPERTY INSURANCE POLICY – Effective 12/12/2010 – 12/12/2011
1. Name of Insurer: Philadelphia Indemnity Insurance Company
 2. Property Insurance Limits:
Building and Contents As Defined in the Policy: \$ 2,000,000
 3. Property Insurance Deductible: \$ 10,000
 4. Person or entity is responsible for paying the property insurance deductible in the event of a loss: The responsible party or unit owner.
- F. EARTHQUAKE AND FLOOD INSURANCE POLICY - None in force through WestCallawayStotka
1. Name of Earthquake Insurer: N/A
 2. Earthquake policy limit: N/A
 3. Earthquake Insurance Deductible: N/A
 4. Person or entity is responsible for paying the earthquake insurance deductible in the event of a loss: N/A
 5. Name of Flood Insurer: N/A
- G. DIRECTORS AND OFFICERS LIABILITY POLICY– Effective 12/12/2010 – 12/12/2011
1. Name of Insurer: Continental Casualty Company
 2. Limits of Liability: \$2,000,000 / \$2,500 Deductible
 3. Person or entity that is responsible for paying the Directors and Officers Liability deductible and/or participation: The Homeowners Association.

200 Gregory Lane, Bldg. A, Pleasant Hill, CA 94523

Phone: 925-686-2860 Fax: 925-686-6118

www.westcallaway.com

CA Insurance Lic. OB63315

This summary is designed to give you an overview of your current program. It is meant as a general understanding of your insurance needs and should not be construed as a legal interpretation of your current coverage. Your specific insurance contracts should be consulted for details on coverage, conditions and exclusion. C:\Documents and Settings\licia.ACI\Local Settings\Temporary Internet Files\Content.Outlook\O0ZVIA63\2010 Insurance Disclosure.doc

WestCallawayStotka, Inc.

Delivering More Than A Promise Since 1906.

H. POLLUTION LIABILITY POLICY– Effective 12/01/2010 – 12/01/2013

1. Name of Insurer: Liberty Surplus Insurance Corp.
2. Limits of Liability: \$1,000,000 Each Accident and Aggregate / \$25,000 Deductible Each Incident
3. Person or entity that is responsible for paying the Pollution Liability deductible and/or participation: The responsible party or unit owner.

I. WORKERS' COMPENSATION POLICY– Effective 12/12/2010 – 12/12/2011

1. Name of Insurer: Republic Indemnity
2. Limit of Liability: \$1,000,000 Employers Liability

This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 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.

200 Gregory Lane, Bldg. A, Pleasant Hill, CA 94523

Phone: 925-686-2860 Fax: 925-686-6118

www.westcallaway.com

CA Insurance Lic. OB63315

This summary is designed to give you an overview of your current program. It is meant as a general understanding of your insurance needs and should not be construed as a legal interpretation of your current coverage. Your specific insurance contracts should be consulted for details on coverage, conditions and exclusion. C:\Documents and Settings\licia.ACI\Local Settings\Temporary Internet Files\Content.Outlook\O0ZVIA63\2010 Insurance Disclosure.doc