

VISTA LA JOLLA TOWNHOMES ASSOCIATION  
2023 BUDGET & ANNUAL DISCLOSURES (Civil Code Section 5300)  
&  
ANNUAL POLICY DISCLOSURES (Civil Code Section 5310)

Dear Vista La Jolla Townhomes Homeowner:

In accordance with California Civil Code Sections 5300 and 5310 and Vista La Jolla Townhomes Association CC&Rs, attached is a copy of the Vista La Jolla Townhomes Association 2023 budget report and annual policy statement as approved by the Vista La Jolla Board of Directors for the 2023 Fiscal Year (January 1, 2023 through December 31, 2023).

The 2023 operating and reserve budget was initially prepared by the Vista La Jolla Townhomes Association Management Company (A. McKibbin & Co.). The budget was then presented to the Board of Directors and was carefully reviewed to ensure budgeted expenses and operating assumptions were appropriate for the coming year. After review and discussion, the Board of Directors reached an agreement on the expense budget, which was appropriate and adequately covered all necessary expenses to fund all obligations under current CC&Rs, and in accordance with California Homeowner Association laws. The Board of Directors approved both the budget and any assessment changes, which are being released to all Vista La Jolla homeowners through this annual notice.

This budget is based on the current operating and reserve costs. After careful analysis of the current level of expenditures and anticipated expenditures, the Board of Directors has determined that it is necessary to increase the monthly assessment fee by \$29.00 (6.52%) from \$445.00 per month to \$474.00 per month for the 2023 Fiscal Year.

**Effective January 1, 2023 the Vista La Jolla Townhomes Association monthly assessment will be \$474.00.**

Per Civil Code Sections 5605, the board may not impose a regular assessment that is more than 20% greater than the regular assessment for the association's preceding fiscal year or impose special assessments which in the aggregate exceed 5% of the budgeted gross expenses of the association for that fiscal year without the approval of a majority of a quorum of members, pursuant to Section 4070, at a member meeting or election.

The enclosed **2023 Budget Report** consists of the following:

1. 2023 Operating and Reserve Budget.
2. 2021 to 2023 Budget Variance Summary.
3. Balance Sheet and Income Statement for the Period Ending October 31, 2022.
4. Assessment and Reserve Disclosures, Cash Flow Analysis, Yearly Review Chart, Disbursement by Year (reserve funding plan), Reserve Balance Distribution, Allocation Breakdown and the Category Summary for the Next Fiscal Year by Barrera & Company, Inc. (Matt Gallagher – Vista La Jolla Townhomes Association Reserve Study Consultant).
5. Statement of Any Deferral of Repairs (see the reserve summary).

6. Statement of Special Assessments, if any (see the reserve summary).
7. Statement of Association's Outstanding Loans, if any (see the reserve summary).
8. Certificate of Liability Insurance and Insurance Summary Disclosure.
9. FHA/VA Certification Disclosure.
10. Homeowner Contact Information. Civil Code Section 4041, members are obligated to provide the Association their contact information. Enclosed is the request for Annual Notice of Address, Representative, and Rental Status.

The enclosed **2023 Annual Policy Statement** consists of the following:

11. Designated Agent for Receipt of Association Mail.
12. Statement of Members' Ability to Provide Secondary Addresses.
13. Statement of Posting Location for General Notices.
14. Notice of Member's Rights to Receive General Notices by Individual Delivery.
15. Notice of Member's Rights to Minutes.
16. Statement of Assessment Collection Policies under Civil Code section 5730.
17. A Copy of Vista La Jolla's Lien and Foreclosure Resolution (Policies and Practices in Enforcing Lien Rights).
18. Statement of Overnight Payments of Assessments.
19. A notice of Vista La Jolla's procedures for Internal & Alternative Dispute Resolution.
20. Architectural Review Committee (ARC) disclosure information.
21. Vista La Jolla Townhomes Association fine schedule.
22. Miscellaneous Disclosures.
23. Forms
  - a. Authorization Agreement for Direct Payments (ACH Debit) form
  - b. Consent for Delivery of Assessment Notice by Electronic Transmission form
  - c. Electronic Delivery Disclosure and Consent form
  - d. Membership List Opt-Out form

The Board of Directors conduct monthly business meetings. The monthly business meetings are generally held on the second Wednesday of every month at 6:00 p.m. at the Main Pool Clubhouse at 8844 Via Andar, San Diego, CA 92122 or via Zoom Video/Teleconference. Homeowners are encouraged to attend these meetings.

The Board would like to thank the homeowners for your continued cooperation and support to ensure that Vista La Jolla Townhomes continues to remain a premier community in Southern California. The Board would also like to thank individual homeowners who volunteer their free time to serve in the community on various committees. The Board of Directors appreciates your contributions very much.

As always, if there are any questions or concerns, please feel free to contact our office or attend the monthly Board meetings to present your question(s) and/or concerns(s).

**THANK YOU FOR YOUR EFFORTS IN SUPPORTING YOUR BOARD AND COMMITTEES.**

Sincerely,

The Vista La Jolla Townhomes Association Board of Directors

6. Statement of Special Assessments, if any (see the reserve summary).
7. Statement of Association's Outstanding Loans, if any (see the reserve summary).
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THANK YOU FOR YOUR EFFORTS IN SUPPORTING YOUR BOARD AND COMMITTEES.

Sincerely,

The Vista La Jolla Townhomes Association Board of Directors

# VISTA LA JOLLA TOWNHOMES ASSOCIATION

## 2023 ANNUAL BUDGET REPORT

In compliance with California Civil Code Section 5300, the Board of Directors is required to disclose the following information:

- 1) **Pro Forma Budget:** A full budget showing the estimated revenue and expenses on an accrual basis.

The 2023 approved operating and reserve budget is attached.

- 2) **Budget Comparison Report:** A variance report showing prior year's budget over the 2023 approved budget.

The budget comparison report for 2023 is attached.

- 3) **Balance Sheet and Income Statement:** A copy of the association's current financial statement.

The balance sheet and income statement for October, 2022 are attached.

- 4) **Reserve Summary:** A summary of the reserves prepared per Civil Code Section 5565.

The reserve summary is attached.

- 5) **Reserve Funding Plan:** A summary of the reserve funding plan.

The reserve funding plan is attached. The full reserve study is available to any member upon request.

- 6) **Major Component Repairs:** A statement as to whether the board will defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.

The Board of Directors has elected not to defer, but rather undertake repairs or replacement of any major component with a remaining life of 30 years or less. These components are itemized in the current reserve study.

- 7) **Anticipated Special Assessments:** A statement as to whether one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves. If so, the statement shall set out the estimated amount, commencement date, and duration of the assessment.

As of the date of this letter, the association does not anticipate levying any special assessments to repair, replace or restore any major component or to provide adequate reserves. The foregoing statement is based on the reserve funding plan adopted pursuant to Civil Code Section 5560 and the knowledge and information the Board has at the present time. Thus, this statement is not a guarantee, and it is subject to change in the future.

# VISTA LA JOLLA TOWNHOMES ASSOCIATION

## 2023 ANNUAL BUDGET REPORT

- 8) **Reserve Funding Mechanism:** A statement as to the mechanism or mechanisms (including assessments, borrowing, other assets, deferral or selected replacements or repairs, or alternative mechanisms) by which reserves will be funded to repair or replace major components.

The association intends to fund reserves to repair or replace major components through the assessment.

- 9) **Procedures for Calculating Reserves:** The procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to major components the association is obligated to maintain. The statements shall include, but not be limited to, reserve calculations made using the formula described in paragraph (4) of subdivision (b) of Civil Code Section 5570, and may not assume a rate of return on cash reserves in excess of 2% above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made. At the time the reserve summary was prepared, the assumed long-term interest rate earned on reserve funds was 1.50% per year.

The association's reserve study analyst utilizes the Percent Funded procedure to calculate reserves. The association's level of funding, which is based upon the estimated ending reserve fund balance, is divided by the reserve components fully funded amount. The projected future replacement cost of the portfolio is calculated at an annually compounded inflation rate of 4.00%.

The Board also looks at whether the rate of funding the reserves will keep the Association on pace with the long term cost of repairs and replacements, or if it appears that the reserve fund will start falling behind the long term costs of repair and replacement. Depending on that determination, the Board will plan for what long term actions, if any, will be needed to assure that the funds will be available to repair and replace all major components when necessary.

- 10) **Outstanding Loans:** A statement as to whether the association has any outstanding loans with an original term of more than a year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.

The association does not have any outstanding loans.

- 11) **Insurance Summary:** A summary of the association's insurance.

The insurance summary disclosure and certificate of liability insurance are attached.

- 12) **Assessments & Reserve Form:** The Assessment and Reserve Funding Disclosure Summary form, prepared pursuant to Civil Code Section 5570, shall accompany each annual budget report.

The assessment and reserve funding disclosure summary form is attached.

- 13) **FHA/VA Certification:** As a part of the annual budget report, associations must state whether they are or are not certified by the FHA and VA.

- 14) **Homeowner Contact Information:** Pursuant of Section 4041, members are obligated to provide the association their contact information. The request for Annual Notice of Address, Representative, and Rental Status is attached.

**VISTA LA JOLLA TOWNHOMES ASSOCIATION**  
**APPROVED 2023 ANNUAL BUDGET**  
**Effective January 1, 2023**

	2023	2023	2023
	ANNUAL	MONTHLY	PER UNIT PER MONTH
<b>INCOME</b>			
Assessment	\$ 665,496	\$ 55,458	\$ 474.00
Collection Income	0	0	0.00
Other Income	600	50	0.43
<b>TOTAL INCOME</b>	<b>\$ 666,096</b>	<b>\$ 55,508</b>	<b>\$ 474.43</b>
<b>EXPENSES</b>			
<b>UTILITIES</b>			
Electricity	\$ 31,995	\$ 2,666	\$ 22.79
Water Domestic	407	34	0.29
Water Irrigation	44,548	3,712	31.73
Sewer	256	21	0.18
Gas	23,632	1,969	16.83
<b>TOTAL UTILITIES</b>	<b>\$ 100,839</b>	<b>\$ 8,403</b>	<b>\$ 71.82</b>
<b>MAINTENANCE</b>			
Janitorial	\$ 8,200	\$ 683	\$ 5.84
Pool Service	13,860.00	1,155.00	9.87
Pool Repairs	7,200.00	600.00	5.13
Common Area Repairs	18,000.00	1,500.00	12.82
Plumbing Repairs	1,680.00	140.00	1.20
Pest Control	5,100.00	425.00	3.63
Termite Control	780.00	65.00	0.56
Landscape Contract	70,812.00	5,901.00	50.44
Landscape Replacement	7,200.00	600.00	5.13
Landscape Sprinkler	4,260.00	355.00	3.03
Landscape Trees	14,000.00	1,166.67	9.97
<b>TOTAL MAINTENANCE</b>	<b>\$ 151,092</b>	<b>\$ 12,591</b>	<b>\$ 107.62</b>
<b>ADMINISTRATIVE</b>			
Administrative Expense	\$ 22,162	\$ 1,847	\$ 15.78
Insurance	44,104	3,675	31.41
Professional Fees	2,025	169	1.44
Legal Fees	1,800	150	1.28
Balcony Inspections	2,000	167	1.42
Collection Expense	-	-	-
Property Management	30,769	2,564	21.92
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 102,860</b>	<b>\$ 8,572</b>	<b>\$ 73.26</b>
<b>RESERVE ALLOCATION</b>			
Replacement Reserve	\$ 311,304	\$ 25,942	\$ 221.73
<b>TOTAL RESERVE ALLOCATION</b>	<b>\$ 311,304</b>	<b>\$ 25,942</b>	<b>\$ 221.73</b>
<b>TOTAL EXPENSES</b>	<b>\$ 666,096</b>	<b>\$ 55,508</b>	<b>\$ 474.43</b>

**VISTA LA JOLLA TOWNHOMES ASSOCIATION**  
**2021 to 2022 to 2023**  
**APPROVED**  
**BUDGET VARIANCE**

	2021		2022		2023		PER UNIT ANNUAL PER MONTH	
	ANNUAL		ANNUAL		ANNUAL		VARIANCE	VARIANCE
<b>INCOME</b>								
Assessment	\$ 624,780	\$	624,780	\$	665,496	\$	40,716	\$ 29.00
Collection Income	-		1,200		-		(1,200)	(0.85)
Other Income	600		600		600		-	-
<b>TOTAL INCOME</b>	<b>\$ 625,380</b>	<b>\$</b>	<b>626,580</b>	<b>\$</b>	<b>666,096</b>	<b>\$</b>	<b>39,516</b>	<b>\$ 28.15</b>
<b>EXPENSES</b>								
Electricity	\$ 22,900	\$	24,012	\$	31,995	\$	7,983	\$ 5.69
Water Domestic	1,680		512		407		(105)	(0.07)
Water Irrigation	33,729		38,304		44,548		6,244	4.45
Sewer	1,160		296		256		(40)	(0.03)
Gas	23,847		23,929		23,632		(297)	(0.21)
Janitorial	6,778		6,778		8,200		1,422	1.01
Pool Service	12,588		12,588		13,860		1,272	0.91
Pool Repairs	1,200		1,200		7,200		6,000	4.27
Common Area Repairs	24,000		12,000		18,000		6,000	4.27
Plumbing Repairs	2,400		1,200		1,680		480	0.34
Pest Control	3,600		3,600		5,100		1,500	1.07
Termite Control	6,000		4,200		780		(3,420)	(2.44)
Landscape Contract	67,980		67,980		70,812		2,832	2.02
Landscape Replacement	7,200		2,400		7,200		4,800	3.42
Landscape Sprinkler	3,600		1,800		4,260		2,460	1.75
Landscape Trees	14,000		15,000		14,000		(1,000)	(0.71)
Administrative Expense	18,089		16,470		22,162		5,692	4.05
Insurance Fire	34,386		44,104		44,104		-	-
Professional Fees	2,700		2,800		2,025		(775)	(0.55)
Legal Fees	4,800		1,200		1,800		600	0.43
Balcony Inspections/Rep.	-		12,000		2,000		(10,000)	(7.12)
Security	-		-		-		-	-
Collection Expense	1,200		1,200		-		(1,200)	(0.85)
Insurance Earthquake	-		-		-		-	-
Property Management	29,304		30,768		30,769		1	0.00
Replacement Reserve	302,239		302,239		311,304		9,065	6.46
<b>TOTAL EXPENSES</b>	<b>\$ 625,380</b>	<b>\$</b>	<b>626,580</b>	<b>\$</b>	<b>666,096</b>	<b>\$</b>	<b>39,516</b>	<b>\$ 28.15</b>
<b>NET</b>	<b>\$ -</b>			<b>\$ 0</b>	<b>\$ 0</b>		<b>\$ 0</b>	<b>0.00</b>

A S S E T S

1000	OPERATING ACCT	12,436.82
1010	PETTY CASH	0.00
5005	DELINQUENCIES	1,650.56
		-----
	TOTAL CURRENT ASSETS	14,087.38
2000	RESERVE MM ACCT	606,493.72
2010	MORGAN STANLEY S	706,346.39
		-----
	TOTAL INVESTMENT BANK ACCOUNTS	1,312,840.11
	TOTAL ASSETS	1,326,927.49
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## L I A B I L I T I E S

3000	ACCOUNTS PAYABLE	0.00
5006	PREPAID INCOME	9,184.88
		-----
	TOTAL LIABILITIES	9,184.88
	TOTAL LIABILITIES	9,184.88
		=====

## O W N E R S    E Q U I T Y

4050	REPLACEMENT RESV	14,918.00-
4100	LANDSCAPING RESV	123,750.82
4105	PAINTING & REPAI	149,711.05
4110	LIGHTING RESERVE	41,651.13
4115	MISCELLANEOUS	1,015.59
4120	ROOFING RESERVE	483,553.21
4125	FENCING/GATES/WA	123,586.47
4130	INTEREST RESV	13,863.18
4135	BUILDING COMPONE	191,668.52
4136	CONCRETE SURFACE	27,298.39
4140	IRRIGATION RESV	59,791.54
4145	CLUBHOUSE RESV.	15,643.87-
4155	MAILBOXES RESV.	0.00
4160	POOL/SPA CH P#1	15,422.22
4161	POOL/SPA-V.AM #2	37,020.20
4162	POOL/SPA-V.AN #3	33,320.89
4175	TENNIS COURTS RS	41,748.77
		-----
	TOTAL RESERVE ACCOUNTS	1,312,840.11
4500	R/E PRIOR YEAR	18,615.06
4501	R/E CURR YEAR	13,712.56-
		-----
	TOTAL RETAINED EARNINGS	4,902.50
	TOTAL OWNERS EQUITY	1,317,742.61
		=====
	TOTAL LIABILITIES & OWNERS EQUITY	1,326,927.49
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NOTE: PREPARED WITHOUT AUDIT

VISTA LA JOLLA TOWNHOMES ASSOC (#121)  
INCOME STATEMENT FOR PERIOD ENDING: 31 Oct 2022

	.....MONTH TO DATE DATA.....				.....FISCAL YEAR TO DATE DATA.....				..CURR BUDGET TOTALS..			
	Oct 21	Oct 22	Budget	\$Diff	%Diff	Last Ytd	Curr Ytd	Budget	\$Diff	%Diff	Annual	Remaining
INCOME												
5001 ASSESSMENT INC	52,065	52,065	52,065	0	0.0	520,650	520,650	520,650	0	0.0	624,780	104,130
5002 INTEREST INCOME	2	0	0	0	N/A	24	15	0	15	N/A	0	-15
5010 LATE FEES	0	-241	0	-241	N/A	-48	243	0	243	N/A	0	-243
5105 FINES	0	0	0	0	N/A	3,900	2,000	0	2,000	N/A	0	-2,000
5107 LEGAL FEES	0	0	100	-100	-100.0	0	635	1,000	-365	-36.5	1,200	565
5110 OTHER INCOME	375	0	50	-50	-100.0	975	600	500	100	20.0	600	0
	52,442	51,824	52,215	-391	-0.8	525,502	524,143	522,150	1,993	0.4	626,580	102,437
TOTAL INCOME												
UTILITIES												
6000 ELECTRICITY	2,158	2,270	1,835	-435	-23.7	20,038	26,460	20,084	-6,376	-31.7	24,012	-2,448
6010 WATER-DOMESTIC	0	0	0	0	N/A	303	333	449	116	25.9	512	179
6020 WATER-IRRIGATION	0	0	0	0	N/A	29,667	35,170	29,806	-5,364	-18.0	38,304	3,134
6030 WATER-SEWER	0	0	0	0	N/A	228	192	258	66	25.5	296	104
6040 GAS	1,449	1,130	2,048	918	44.8	5,306	15,131	20,560	5,429	26.4	23,929	8,798
	3,607	3,400	3,883	483	12.5	55,543	77,286	71,157	-6,129	-8.6	87,053	9,767
MAINTENANCE												
6100 JANITORIAL	500	500	565	65	11.5	5,125	5,750	5,650	-100	-1.8	6,778	1,028
6200 POOL SERVICE	1,200	1,200	1,198	-2	-0.2	9,900	10,800	10,490	-310	-3.0	12,588	1,788
6210 POOL EQMT REPAIR	195	420	100	-320	-320.0	5,276	7,947	1,000	-6,947	-694.7	1,200	-6,747
6300 COMMON AREA REPR	3,749	2,210	1,000	-1,210	-121.0	17,353	25,068	10,000	-15,068	-150.7	12,000	-13,068
6305 PLUMBING REPAIR	0	0	100	100	100.0	330	1,820	1,000	-820	-82.0	1,200	-620
6370 PEST CONTROL	300	375	300	-75	-25.0	3,560	4,705	3,000	-1,705	-56.8	3,500	-1,105
6371 TERMITE CONTROL	0	0	350	350	100.0	0	750	3,500	2,750	78.6	4,200	3,450
6400 LANDSCAPE CONTR	5,500	5,620	5,665	45	0.8	55,000	55,720	56,650	930	1.6	67,980	12,260
6403 LANDSCAPE SECLR	0	0	150	150	100.0	1,584	1,757	1,500	-257	-17.1	1,800	43
6406 L/S REPLACE	0	0	200	200	100.0	4,477	1,063	2,000	937	46.9	2,400	1,337
6415 LANDSCAPE-TREES	400	0	0	0	N/A	14,975	15,100	15,000	-100	-0.7	15,000	-100
	11,844	10,325	9,628	-697	-7.2	117,580	130,480	109,790	-20,690	-18.8	128,746	-1,734

VISTA LA JOLLA TOWNHOMES ASSOC (#121)  
INCOME STATEMENT FOR PERIOD ENDING: 31 Oct 2022

.....MONTH TO DATE DATA.....ACTUAL VS BUDGET.					.....FISCAL YEAR TO DATE DATA.....ACTUAL VS BUDGET.					..CURR BUDGET TOTALS..		
Oct 21	Oct 22	Budget	\$Diff	%Diff	Last Ytd	Curr Ytd	Budget	\$Diff	%Diff	Annual	Remaining	
OTHER EXPENSES												
6800 ADMINISTRATIVE	2,243	3,455	1,180	-2,275	-192.8	15,878	17,697	13,552	-4,145	-30.6	15,470	-1,227
6820 PROF FEES	0	0	0	0	N/A	1,375	1,895	2,800	905	32.3	2,800	905
6830 LEGAL FEES	0	65	100	35	35.0	0	1,939	1,000	-939	-94.0	1,200	-739
6840 COLLECTION EXP	0	0	100	100	100.0	0	60	1,000	940	94.0	1,200	1,140
6850 INSURANCE	1,457	0	0	0	N/A	42,468	44,807	44,104	-703	-1.6	44,104	-703
6853 BALCONY INSPECT	0	0	0	0	N/A	0	0	12,000	12,000	100.0	12,000	12,000
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PROPERTY MANAGEMENT	3,700	3,520	1,380	-2,140	-155.1	59,721	66,398	74,456	8,058	10.8	77,774	11,376
6950 PROP MNGT FEE	2,442	2,442	2,564	122	4.8	24,420	24,420	25,640	1,220	4.8	30,768	6,348
RESERVES												
7000 REPLACEMENT RESV	25,187	25,187	25,187	0	0.0	251,870	239,272	251,865	12,594	5.0	302,239	62,968
TOTAL EXPENSES	46,780	44,874	42,642	-2,232	-5.2	509,133	537,856	532,908	-4,948	-0.9	626,580	88,724
=====												
NET EARNINGS/LOSS	5,662	6,950	9,573	-2,623	27.4	16,369	-13,713	-10,758	-2,955	27.5	0	13,713
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## Reserve Funding Disclosure Report

Vista La Jolla Townhomes Association

CA Civil Code §5570

Units: 117 | Start Date: 1/1/2023

## (a) Assessment and Reserve Funding Disclosure Summary for the Fiscal Year Ending 12/31/2023

1. The current average regular Assessment per ownership interest is: **\$474.00 per month.**

*Note: If Assessments vary by the size or type of unit, the assessment applicable to this unit may be found on attached pages, to be provided by Board or Management.*

2. Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Assessment Is Due	Average Amount Per Unit	Purpose Of Assessment

*Note: If Assessments vary by the size or type of unit, the assessment applicable to this unit may be found on attached pages, to be provided by Board or Management.*

3. Based on 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	<input checked="" type="checkbox"/>	No
-----	-------------------------------------	----

4. 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?

Approximate date assessment will be due	Amount of Assessment	Amount Per Unit
2023	\$677,186	\$5,787.91

*Note: Indicates the first year of a deficit based on the Adopted Funding Plan. The additional assessment amount indicates what will be required in that year to assure the reserve balance for the remaining years of the report will be above zero. Actual assessments may vary from year to year.*

5. All major components are included in the reserve study and are included in its calculations (Note below the status of components with a 30+ yr. remaining life).

Component Name	Status

6. 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 the current fiscal year is \$3,224,299, based in whole or in part on the last reserve study or update prepared by Barrera and Company, Inc. as of 2022-11-10. The projected reserve fund cash balance at the beginning of the current fiscal year is \$1,366,763, resulting in reserves being 42% at this date.

7. Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next 5 budget years found in column E, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, found in column D, leaving the reserve at percent funding found in column F. Please see the projected five-year funding plan below that has been implemented and approved by the association.

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
	A	B	C	D	E	F
2023	\$311,306	\$221.73	\$2,370,470	(\$687,344)	\$1,187,241	0%
2024	\$323,758	\$230.60	\$95,430	(\$459,016)	\$1,446,714	0%
2025	\$336,709	\$239.82	\$125,824	(\$248,131)	\$1,697,404	0%
2026	\$350,177	\$249.41	\$64,799	\$37,247	\$2,034,537	2%
2027	\$364,184	\$259.39	\$112,365	\$291,513	\$2,349,150	12%

*Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term interest rate earned on reserve funds was 1.50% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 4.00% per year.*



(b) For the purposes of preparing a summary pursuant to this section:

(1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.

(2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.

(3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.

(4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

The preparer of this form will be indemnified and held harmless against all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which has been relied upon by others, or which may result from any improper use or reliance on the disclosure by you or a third party.

The reserve study report completed and reviewed for the purposes of completing the enclosed summary was finalized based on approval from the Board of Directors. Therefore, the final decisions for implementation, updating or revising the information obtained in this report, for any changes in assumptions, is the sole right and responsibility of the Board of Directors. This report and the numbers generated herein are for use only for the year it was developed. The preparer of this form is not responsible for the use of the Assessment and Reserve Disclosure Summary in any subsequent year, or in updating the summary in any subsequent year, or in updating the summary for events and circumstances occurring after the date of this report.

# Summary of Association Reserves

CA Civil Code §5565

Vista La Jolla Townhomes Association

Units: 117 | Start Date: 1/1/2023

Property Description		Financial Summary	
Property Name:	Vista La Jolla Townhomes Association	Starting Reserve Balance:	\$1,366,763
Location:	La Jolla, CA	Fully Funded Reserve Balance:	\$3,224,299
Project Type:	Condominium	Percent Funded:	42%
Number of Units:	117	Current Replacement Cost:	\$4,170,823
Age of Project:	41 Year(s)	Deficit/Surplus vs. Fully Funded Reserve:	(\$1,857,536) or (\$15,876.37) Per Unit Avg

## Adopted Funding Plan

Year	Annual Reserve Contributions	Monthly Reserve Contributions (Avg. Per Unit)	Anticipated Expenditures	Ending Reserve Balance	Fully Funded Reserve Balance	Percent Funded
2023	\$311,306	\$221.73	\$2,370,470	(\$687,344)	\$1,187,241	0%
2024	\$323,758	\$230.60	\$95,430	(\$459,016)	\$1,446,714	0%
2025	\$336,709	\$239.82	\$125,824	(\$248,131)	\$1,697,404	0%
2026	\$350,177	\$249.41	\$64,799	\$37,247	\$2,034,537	2%
2027	\$364,184	\$259.39	\$112,365	\$291,513	\$2,349,150	12%
2028	\$378,751	\$269.77	\$383,976	\$290,621	\$2,407,876	12%
2029	\$393,901	\$280.56	\$128,446	\$562,427	\$2,749,266	20%
2030	\$409,657	\$291.78	\$78,192	\$904,815	\$3,171,722	29%
2031	\$426,044	\$303.45	\$467,574	\$876,545	\$3,221,872	27%
2032	\$443,086	\$315.59	\$141,818	\$1,193,220	\$3,629,196	33%
2033	\$460,809	\$328.21	\$860,706	\$808,222	\$3,322,207	24%
2034	\$479,241	\$341.34	\$78,658	\$1,223,933	\$3,833,988	32%
2035	\$498,411	\$354.99	\$1,148,459	\$587,369	\$3,272,075	18%
2036	\$518,347	\$369.19	\$75,051	\$1,042,800	\$3,823,194	27%
2037	\$539,081	\$383.96	\$276,506	\$1,322,987	\$4,206,777	31%
2038	\$560,645	\$399.32	\$1,110,134	\$789,221	\$3,759,459	21%
2039	\$583,070	\$415.29	\$304,979	\$1,081,236	\$4,153,167	26%
2040	\$606,393	\$431.90	\$47,778	\$1,660,259	\$4,852,533	34%
2041	\$630,649	\$449.18	\$153,790	\$2,165,598	\$5,492,938	39%
2042	\$655,875	\$467.15	\$634,758	\$2,219,357	\$5,683,002	39%
2043	\$682,110	\$485.83	\$1,133,744	\$1,797,626	\$5,386,943	33%
2044	\$709,394	\$505.27	\$198,322	\$2,339,496	\$6,078,110	38%
2045	\$737,770	\$525.48	\$303,840	\$2,811,772	\$6,714,462	42%
2046	\$767,281	\$546.50	\$119,508	\$3,506,580	\$7,596,343	46%
2047	\$797,972	\$568.36	\$1,599,219	\$2,751,923	\$7,004,103	39%
2048	\$829,891	\$591.09	\$3,871,484	(\$271,204)	\$4,055,701	0%
2049	\$863,086	\$614.73	\$192,068	\$400,780	\$4,847,868	8%
2050	\$897,610	\$639.32	\$142,473	\$1,167,592	\$5,756,487	20%
2051	\$933,514	\$664.90	\$227,778	\$1,896,135	\$6,647,249	29%
2052	\$970,855	\$691.49	\$252,549	\$2,648,270	\$7,583,775	35%



## Summary of Association Reserves

CA Civil Code §5565

Vista La Jolla Townhomes Association

Units: 117 | Start Date: 1/1/2023

## Component Summary by Category

	UL	RUL	Current Replacement Cost	Accumulated Reserve Balance	Annual Fully Funded Requirement	Fully Funded Reserve Balance	Annual Reserve Contribution
Building Components	1-25	0-16	\$500,186	\$116,886	\$37,909	\$275,743	\$41,012
Clubhouse	10-15	0-15	\$26,046	\$1,147	\$1,878	\$2,707	\$2,032
Concrete Surfaces	10-30	0-19	\$165,369	\$36,085	\$8,254	\$85,128	\$8,930
Fencing, Gates & Walls	1-45	0-14	\$262,874	\$97,906	\$21,192	\$230,967	\$22,927
Irrigation	10-32	0-17	\$147,452	\$54,223	\$7,464	\$127,917	\$8,075
Landscaping & Irrigation	8-30	0-15	\$824,673	\$259,744	\$59,845	\$612,757	\$64,744
Lighting	20-35	0-27	\$104,300	\$40,737	\$4,319	\$96,103	\$4,673
Miscellaneous	3-20	0-12	\$257,020	\$39,321	\$20,498	\$92,762	\$22,177
Painting & Repairs	5-30	0-28	\$266,766	\$96,131	\$38,165	\$226,780	\$41,289
Pool & Spa (Clubhouse Pool #1)	3-35	0-5	\$131,258	\$43,121	\$12,665	\$101,726	\$13,701
Pool & Spa (Via Amable Pool #2)	3-35	0-5	\$89,811	\$34,021	\$8,219	\$80,257	\$8,892
Pool & Spa (Via Andar Pool #3)	3-35	0-5	\$84,373	\$31,288	\$7,687	\$73,811	\$8,316
Roofing	10-30	0-9	\$1,138,256	\$481,290	\$50,501	\$1,135,400	\$54,635
Tennis Courts	6-30	0-19	\$172,441	\$34,861	\$9,153	\$82,240	\$9,903
		<b>Totals</b>	<b>\$4,170,823</b>	<b>\$1,366,763</b>	<b>\$287,750</b>	<b>\$3,224,299</b>	<b>\$311,306</b>

**VISTA LA JOLLA TOWNHOMES ASSOCIATION  
INSURANCE SUMMARY DISCLOSURE**

Pursuant to Section 5300(b) (9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies.

**A. General Liability Insurance**

1. The insurer is Farmers Insurance Exchange
2. Policy number 606678116
3. The policy limits of the insurance are: \$2 million Aggregate / \$1 million per Occurrence.
4. No deductible
5. Inception Date: 08/01/2022      Expiration Date: 08/01/2023

**B. Property Insurance**

1. The insurer is Farmers Insurance Exchange
2. Policy number 606678116
3. The policy limit of the insurance is: \$49,409,319
4. \$10,000.00 deductible
5. Inception Date: 08/01/2022      Expiration Date: 08/01/2023

**C. Earthquake Insurance**

The Association does not have earthquake insurance coverage.

**D. Directors & Officers Insurance**

1. The insurer is Farmers Insurance Exchange
2. Policy number 606678116
3. The policy limits of the insurance is: \$1 million Aggregate / \$1 million per Occurrence.
4. No deductible
5. Inception Date: 08/01/2022      Expiration Date: 08/01/2023

**E. Workers Compensation Insurance**

1. The insurer is Mid Century Insurance Company
2. Policy number A09491535
3. The policy limit is: \$1 million.
4. Inception Date: 08/01/2022      Expiration Date: 08/01/2023

**F. Excess/Umbrella Policy**

1. The insurer is Federal Insurance Company
2. Policy number G74508625      The policy limits of the umbrella coverage is: \$15 million Aggregate / \$15 million per occurrence.
3. There is no deductible
4. Inception Date: 08/01/2022      Expiration Date: 08/01/2023



G. Fidelity Coverage

1. The insurer is Farmers Insurance Exchange
2. Policy number 606678116
3. The policy limit is: \$1,500,000.00.
4. \$5,000.00 deductible
5. Inception Date: 08/01/2022      Expiration Date: 08/01/2023

The Association will notify you as soon as reasonably practical if any of these policies are canceled and not immediately replaced. If a policy is renewed or a new policy is issued to replace a policy and there is no lapse in coverage, the Association will notify you in its next available mailing to members.

**This Summary of the Association's policies of insurance provides only certain information as required by subdivision (e) of 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 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.**



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 08/16/2022

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 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> Kirk Miller Insurance Agency, Inc. 10636 Scripps Summit Ct, Ste 110 San Diego, CA 92131-3965 (858) 400-4504		<b>CONTACT</b> NAME: Kirk Miller PHONE (A/C No, Ext): 858-400-4504 FAX (A/C No): 858-875-0667 E-MAIL ADDRESS: hoacerts@kirkmillerinsurance.com															
<b>INSURED</b> Vista La Jolla Townhomes Assoc c/o A. McKibbin & Co. 7529 Draper Ave. Suite D La Jolla, CA 92037		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Farmers Insurance Exchange	21652	INSURER B: Federal Insurance Company	20281	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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**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 SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				606678116	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000	
	X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000	
		CLAIMS-MADE	X OCCUR					MED EXP (Any one person) \$ 5,000	
								PERSONAL & ADV INJURY \$ 1,000,000	
A	X	D&O CLAIM-MADE						GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 1,000,000	
	X	POLICY		PRO-JECT		LOC			
					606678116	8/1/2022	8/1/2023	D & O LIMIT/AGG \$ 1,000,000	
A	AUTOMOBILE LIABILITY				606678116	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		ANY AUTO						BODILY INJURY (Per person) \$	
		ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	X	HIRED AUTOS	X	SCHEDULED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
								\$	
B	X	UMBRELLA LIAB			G74508625	8/3/2022	8/1/2023	EACH OCCURRENCE \$ 15,000,000	
	X	EXCESS LIAB						AGGREGATE \$ 15,000,000	
		DED	X	RETENTION \$ 10,000					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input type="checkbox"/>	A09491535	8/1/2022	8/1/2023	X WC STATUTORY LIMITS OTHER	
								E.L. EACH ACCIDENT \$ 1,000,000	
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	BUILDING - 100% REPLACEMENT*				606678116	8/1/2022	8/1/2023	\$ 49,409,319 AAV \$ 10,000 DED	
A	FIDELITY/CRIME				606678116	8/1/2022	8/1/2023	\$ 1,500,000 \$ 5,000 DED	
A	MECH BREAKDOWN/ORDINANCE LAW				606678116	8/1/2022	8/1/2023	SEE ATTACHED MEMO INCLUDED	

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

General Certificate, Multiple Addresses, San Diego, CA 92122

Building Coverage is "All-Inclusive" and includes Agreed Amount with Extended Coverage to \$74,113,979 (117 Units)

## CERTIFICATE HOLDER

A McKibbin & Co  
 7529 Draper Ave Ste D  
 La Jolla, CA 92037  
 Loan Number: .

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kirk Miller*

# MEMO

**TO:** Mortgage Processors

Visit [www.insuremyhoa.com](http://www.insuremyhoa.com) for more info...

**FROM:** Kirk Miller Insurance Agency, Inc.  
10636 Scripps Summit Ct #110  
San Diego, CA 92131-3965  
[hoacerts@kirkmillerinsurance.com](mailto:hoacerts@kirkmillerinsurance.com)  
CA DOI #0K05931

## The Master Insurance Policies for this community include the following:

- 1) Building Ordinance or Law Coverage / Contingent Liability
  - a) Loss In Value
  - b) Increased Cost of Demolition
  - c) Increased Cost of Construction
- 2) Separation of Insureds (Severability of Interests)
- 3) Property Management is included as an insured on;
  - a) General Liability (CGL)
  - b) Directors & Officers (D&O)
  - c) Employee Dishonesty/Fidelity (Crime)
- 4) Property Coverage is Special Form/All-Risk unless otherwise Indicated;
  - a) Wind/Hail is included and not subject to difference provisions.
  - b) Inflation Guard is included with Farmers/Truck Insurance Exchanges and Mid-Century.
  - c) 100% is indicative of a current Building Reconstruction Cost valuation on file with the agency.
- 5) Mechanical Breakdown (Boiler & Machinery) is included when indicated at the Building Limit.
- 6) Fidelity/Crime coverage is inclusive of Computer Fraud and Funds Transfer Fraud in compliance with §5806
- 7) Policy Cancellation Provisions:  
There is a 10-day notice of cancellation for non-payment of premiums, and a 30-day notice of cancellation for all other reasons to the Association Insurance Trustee.

## Other Information:

- "GRC" means Guaranteed Replacement Cost (coinsurance waived)
- "AAV" means Agreed Amount Value (coinsurance waived)
- "RCV" means Replacement Cost Value (coinsurance does not apply when insured at 100%)
- "ERC" means Extended Replacement Cost

## Unit Owners Coverage Information (Coverage Per Governing Documents)

- "AI" or "All-In" means including betterments and improvements
- "SE" or "Single Entity" means including Unit Interiors, but excluding betterments and improvements
- "BW" or "Bare-Walls" means excluding unit interiors beyond unfinished surfaces
- "PUD" or "Planned Unit Development" typically means common area coverage only

Our Agency will provide an Interior Brokers Price Opinion upon request at no charge for HO6 policies. The amount of coverage necessary under an HO6 insurance policy would be determined as a result of collaboration between the insurer and the borrower. The amount of insurance coverage determined in this manner may or may not be based on a percentage of the condo unit's appraised value.

To obtain this free HO6 price opinion and quote, please send your request with the following information by email to [info@kirkmillerinsurance.com](mailto:info@kirkmillerinsurance.com) with property appraisal including interior photos.



Kirk Miller Insurance Agency, Inc.  
Offices in San Diego, CA and Pleasanton, CA  
San Diego Phone: 858.240.2593  
Pleasanton Phone: 925.334.5700  
CA #0K05931 | OR #8787714 | NV #764468

## Annual Disclosure

*Vista La Jolla Townhomes Association*

Property Insurer			Farmers Insurance Group	
Coverage Limit:	\$ 49,409,319	AAV	Effective	8/1/2022
Deductible:	\$ 10,000		Expires:	8/1/2023

General Liability Insurer			Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000		Effective	8/1/2022
Deductible:	\$ -		Expires:	8/1/2023

Fidelity/ Crime Insurer			Farmers Insurance Group	
Coverage Limit:	\$ 1,500,000		Effective	8/1/2022
Deductible:	\$ 5,000		Expires:	8/1/2023

Directors & Officers Liability Insurer			Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000		Effective	8/1/2022
Deductible:	\$ 1,000		Expires:	8/1/2023

Workers Compensation Insurer			Farmers Insurance Group	
Coverage Limit:	\$ 1,000,000		Effective	8/1/2022
Deductible:	\$ -		Expires:	8/1/2023

Umbrella/ Excess Liability Insurer			Federal Insurance	
Coverage Limit:	\$ 15,000,000		Effective	8/3/2022
Deductible:	\$ 10,000		Expires:	8/1/2023

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.

**FEDERAL HOUSING ADMINISTRATION (FHA)**

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 a condominium project. The association of this common interest development is certified by the Federal Housing Administration.

FHA ID S009894-001 Expires 3/11/24

**VETERANS AFFAIRS (VA)**

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 (VA ID 000115).

**REQUEST FOR ANNUAL NOTICE OF ADDRESS,  
REPRESENTATIVE AND RENTAL STATUS**  
(Civil Code §4041)

Civil Code §4041 requires each homeowner to provide the Association with the following information on an annual basis.

Please complete this form and return it to the Association within 30 days:

1. The name of the current owner of record:

---

2. The address or addresses to which notices from the Association are to be delivered:

---

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3. An alternate or secondary address to which notices from the Association are to be delivered:

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4. The name and address of your legal representative, if any, including any person with power of attorney, or other person who can be contacted in the event of your extended absence:

---

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5. Is the separate interest that you own (check one):

☐ Owner-occupied?

☐ Rented out?

☐ Developed, but vacant?

☐ Undeveloped?

NOTE: If an owner fails to provide the notices set forth in paragraphs (1) and (2) above, the property address shall be deemed to be the address to which notices are to be delivered.

PLEASE RETURN THIS INFORMATION TO THE ASSOCIATION AT THE FOLLOWING ADDRESS:

Vista La Jolla Townhomes Association  
c/o A. McKibbin & Co.  
7529 Draper Ave, Suite D  
La Jolla, CA 92037

## **VISTA LA JOLLA TOWNHOMES ASSOCIATION REQUIRED ANNUAL BUDGET REPORT & POLICY STATEMENT**

### **Annual Budget Report**

In compliance with California Civil Code Section 5300, the Board of Directors is required to disclose the following information:

**Reserve Study:** A complete copy of the reserve study is available upon request and will be provided upon any member request. A complete copy of the reserve study may be obtained from the offices of A. McKibbin & Co.

**Statement of Items Deferred for Maintenance, Repair or Replacement.** In accordance with Civil Code Section 5300(b)(4) and as of the date of this letter, the Board has chosen not to defer and will undertake replacement of any major component with a remaining life of 30 years or less.

**Statement of Anticipated Special Assessments.** In accordance with Civil Code Section 5300(b)(5), and as of the date of this letter, the Board does not anticipate that a special assessment will be required to repair, replace or restore any major components or to provide adequate reserves. The foregoing statement is based on the reserve funding plan adopted pursuant to Civil Code Section 5560 and the knowledge and information the Board has at the present time. Thus, this statement is not a guarantee, and it is subject to change in the future.

**Statement Addressing Association's Outstanding Loans.** The Association does not have any outstanding loans with an original term of more than one year.

### **Annual Policy Statement**

In compliance with California Civil Code Section 5310, the Board of Directors is required to disclose the following information:

**Designated Agent for Receipt of Association Mail:** Civil Code Section 4035- The name and address of the person designated to receive official communication on behalf of the Association is:

Vista La Jolla Townhomes Association  
Sean DeFreitas, Community Association Manager  
A. McKibbin & Co.  
7529 Draper Ave, Suite D  
La Jolla, CA 92037

**Secondary Address for Owners:** Civil Code Section 4040 -- As provided in Civil Code Sections 4040(b) Owners have a right to receive certain notices by individual delivery at an additional address if they submit a secondary address to the Association. 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.



**General Notices Posting Location:** Civil Code Section 5310- General Notices are posted at each mailbox throughout the Association.

**Individual Delivery of Notice:** Civil Code Section 4045(b)- 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.

**Availability of Minutes:** Civil Code Section 4950- Copies of monthly board of directors meeting minutes or a summary of minutes, other than an executive session, are available to members within 30 days of the meeting. Minutes, proposed minutes, or summary of minutes may be obtained from the offices of A. McKibbin & Co., for a fee of \$5.00 per each monthly set. In order to make a request for a copy of minutes, members should submit their request in writing to the offices of A. McKibbin & Co. Attention: Sean DeFreitas, 7529 Draper Avenue, Suite D, La Jolla, CA 92037.

**Statement of Assessment Collection Policies under Civil Code Section §5730 (verbatim):**

**NOTICE ASSESSMENTS AND FORECLOSURE**

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

**ASSESSMENTS AND FORECLOSURE**

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

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

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

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

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

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

## **PAYMENTS**

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

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

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

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

## **MEETINGS AND PAYMENT PLANS**

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

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

## VISTA LA JOLLA TOWNHOMES ASSOCIATION ASSESSMENT COLLECTION POLICY

Vista La Jolla Townhomes Association is responsible for managing and operating the common areas of the community, and for collecting owners' assessments. The timely collection of assessments from all owners is important to the management and operation of the community, and to the preservation of property values. Pursuant to California Civil Code Section 5310(a)(7),<sup>1</sup> the Association has adopted the following policy for collecting delinquent assessments.

1. Regular assessments shall be paid monthly. Each regular assessment is due on the first (1st) day of the month. Any regular assessment not paid by the thirtieth (30th) of the month shall be delinquent. Any special assessment levied shall be delinquent if not paid thirty (30) days after the date due. An assessment is considered paid the day the payment is received by the Association or its designated agent. Postmarks are not considered.

2. A late charge of ten dollars (\$10.00) or ten percent (10%) of the amount of the assessment, whichever is greater, may be assessed when an assessment is delinquent. The Association may waive a late payment if an Authorization Agreement for Direct Payment from the owner is in force for the following month.

3. Any assessment not paid by the thirtieth (30th) day after it is due may accrue interest at a rate of up to six percent (6%) per annum. Interest may also accrue on late charges and costs of collection, including attorneys' fees. To simplify monthly accounting, the Association may choose not to compute interest on small delinquencies. However, in such a case, if the Association takes action against an owner to collect delinquent assessments, the Association may compute, to the fullest extent permitted by law and the Association's governing documents, the interest due from the date of the first delinquency and will add that interest to the delinquent owner's balance.

4. If a check is returned for insufficient funds, the owner will be charged a \$25.00 fee for the first check and a \$35.00 fee for each subsequent check returned for insufficient funds. Post-dated checks will not be accepted. The mailing address for overnight payment of assessments is Vista La Jolla Townhomes Association c/o A. McKibbin & Co., 7529 Draper Avenue, Suite D, La Jolla, CA 92037. Owners have the right to submit secondary addresses to the Association for purposes of collection notices. Upon receipt of a written request by an owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by Civil Code Section 5650<sup>2</sup>, et seq. and Section 5710<sup>3</sup> to the secondary address provided. The owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it.

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<sup>1</sup> Operative January 1, 2014; Civil Code§ 1365(e) repealed January 1, 2014.

<sup>2</sup> Operative January 1, 2014; Civil Code§§ 1366(e), 1367.1, 1367.5, & 1367.6 repealed January 1, 2014.

<sup>3</sup> Operative January 1, 2014; Civil Code§ 1367.1 repealed January 1, 2014.

**VISTA LA JOLLA TOWNHOMES  
ASSOCIATION ASSESSMENT  
COLLECTION POLICY  
PAGE 2**

5. If an assessment payment from the Owner is not paid within thirty (30) days after its original due date, the Association or its designated agent will mail a first notice. The association may charge interest on the outstanding balance of up to 1% per month, beginning on the first date of delinquency. Interest will accrue monthly.

6. If an assessment payment has not been made 60 days after the due date, an additional administrative fee will be charged to the owner's account for preparation of a delinquency notice in accordance with Civil Code Sections 5660, which will be mailed along with an account history and this Policy, certified mail, to the owner. The delinquency notice shall provide at least thirty (30) days' written notice prior to sending a Pay or Lien Letter. The delinquency notice shall further provide, in addition to any other information required by law, an itemized statement of the charges owed by the Owner, including the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any. A copy of this policy shall be attached to the pre-lien letter.

7. If an assessment payment has not been made 90 days after the date of the delinquency notice, an additional administrative fee will be charged to the owner's account for the preparation of a pre-lien notice.

8. If the delinquent Owner does not bring his/her account current within the deadline set forth in the pre-lien notice, the Board of Directors may approve the recordation of an Assessment Lien against the delinquent owner's property. For all Liens recorded on or after January 1, 2006, the Board's decision to record the Assessment Lien shall be by a majority vote of all Board Members, at an Open Board Meeting. The Board's action will refer to the Account Number or other assigned code for the property that is delinquent, rather than the name of the Owner. The Assessment Lien shall be recorded in the County Recorder's Office and shall include an itemization of all sums that are then delinquent, including the amount of any delinquent assessments, the then current monthly assessment amount (which will also accrue and be a part of the Lien), interest, late charges, collection fees, reasonable collection costs, and reasonable attorney fees and costs. Recording this notice creates a Lien, which is subject to foreclosure against the delinquent Owner's property.

At the same time, if applicable, the Association will advise the Association's collection agent/bank that it should accept no further monies from this delinquent Owner until the Assessment Lien has been paid in full. Acceptance of partial payments shall not constitute a waiver of the Association's rights. Owners shall not send any assessment payments to the Association once the matter has been turned over to an attorney for collection; payments in full shall only be accepted by the attorney. Any payments delivered to the collection agent shall be forwarded to the attorney's office. If the delinquent Owner submits payment in full, the attorney shall release the Lien.

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<sup>4</sup> Operative January 1, 2014; Civil Code § 1367.1 repealed January 1, 2014.

**VISTA LA JOLLA TOWNHOMES  
ASSOCIATION ASSESSMENT  
COLLECTION POLICY  
PAGE 2**

9. Within ten (10) days after a lien is recorded for a delinquent assessment account, the Association or its designated agent will mail a copy of the lien to all record owners of the property as set forth in California Civil Code Section 5675(e).<sup>5</sup>

10. If an assessment account remains delinquent following recordation of a lien, the Association or its designated agent will diligently proceed with foreclosure pursuant to California Civil Code Section 5706.<sup>6</sup> Once foreclosure is commenced, no partial payments will be accepted on an assessment account. A lawsuit against the owner personally may be filed concurrent with, or in lieu of, the foreclosure action, if the Association determines that such action will enhance the prospect of recovering the delinquent assessments, or will otherwise be in the best interests of the Association.

11. All collection actions will comply with the applicable provisions of the Davis-Stirling Common Interest Development Act, California Civil Code Section 4000, et seq.<sup>7</sup>

12. All attorneys' fees, costs, late charges, interest, penalties, fines, charges and expenses billed to the Association for any of the above activities shall be added to the owner's account and shall become the liability of the owner.

13. The Association may, prior to recording a lien or filing a lawsuit, declare the entire annual assessment for the delinquent property immediately due and payable if the Association concludes such action will enhance the prospect of recovering the delinquent assessments, or will otherwise be in the best interests of the Association.

14. As provided in Article IV, Section 1 (a)(4) of the Bylaws of Vista La Jolla Townhomes Association, adopted November 4, 1981, the Board may suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The Association may implement a suspension following notice to the owner and an opportunity for a hearing which satisfies the minimum requirements of California Corporations Code Section 7341.

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<sup>5</sup> Operative January 1, 2014; Civil Code§ 1367.1(d) repealed January 1, 2014.

<sup>6</sup> Operative January 1, 2014; Civil Code§ 1367.4 repealed January 1, 2014.

<sup>7</sup> Operative January 1, 2014; Civil Code§ 1350, et seq. repealed January 1, 2014.

VISTA LA JOLLA TOWNHOMES ASSOCIATION  
ASSESSMENT COLLECTION POLICY  
PAGE 3

15. Monetary payments received from an owner will be credited to balances on the owner's account in the following order:

- a. Special assessments
- b. Regular assessments
- c. Monetary penalties or fines
- d. Late charges
- e. Legal fees and costs
- f. Interest

16. The Association has selected Epstein Grinnell & Howell, APC as its legal counsel for all matters concerning the collection of delinquent accounts, and has further selected Nationwide Reconveyance LLC as its trustee for the purposes of foreclosing and selling any property which is subject to a delinquent assessment lien.

17. A copy of this collection policy shall be sent annually to all owners within the thirty (30) to ninety (90) day period immediately preceding the beginning of the Association's fiscal year pursuant to California Civil Code Section 5310(a)(7).<sup>8</sup>

18. In general, the Association's Board intends to take whatever actions are authorized by law and the Association's governing documents to collect assessments. If the Board elects to use practices, procedures or notices which exceed those required by law or under the governing documents, it does so without waiving the Association's right to exercise collection remedies to the fullest extent permissible. Any additional notices or time periods the Association might use are extended solely as a courtesy. No owner shall be entitled to expect longer time limits or notices other than those which are required by law or the governing documents. Billing statements are a courtesy. Owners are responsible for making payments on time, whether or not a statement is received.

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<sup>8</sup> Operative January 1, 2014; Civil Code section 1365(e) repealed January 1, 2014.

## OVERNIGHT PAYMENTS

Payments may be made by overnight mail to the following addresses:

If Account is being handled by Management:

Vista La Jolla Townhomes Association  
c/o A. McKibbin & Co.  
Attn: Accounts Receivable  
7529 Draper Avenue, Suite D  
La Jolla, CA 92037  
(858) 551-1885

If Account is being handled by Attorney:

Vista La Jolla Townhomes Association  
c/o Massie Berman  
Attn: Collections Department  
3588 Fourth Ave., #200  
San Diego, CA 92103  
(619) 260-9010



**INTERNAL & ALTERNATIVE DISPUTE RESOLUTION**  
**SPECIAL STATUTORY NOTICE TO HOMEOWNERS**

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 either at the time of the annual budget is distributed or in the manner specified in Corporations Code Section 5016.

Rather than attempt to summarize the law, which is lengthy, and may result in omissions or misunderstandings of what the law provides, we are providing a copy of the law in its entirety below. **PLEASE NOTE:**

**"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIRMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFOREMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.**

**§5925. ADR Definitions**

As used in this article:

- (a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
- (b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:
  - (1) Enforcement of this act.
  - (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
  - (3) Enforcement of the governing documents.

**§5930. ADR Required Before Filing Certain Actions**

- (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
- (b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.
- (c) This section does not apply to a small claims action.
- (d) Except as otherwise provided by law, this section does not apply to an assessment dispute:

§5935. Initiating ADR by Request for Resolution

- (a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:
  - (1) A brief description of the dispute between the parties.
  - (2) A request for alternative dispute resolution.
  - (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
  - (4) If the party on whom the request is served is the member, a copy of this article.
- (b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
- (c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

§5940. Time for Completing ADR Process and Cost Splitting

- (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
- (b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.
- (c) The costs of the alternative dispute resolution shall be borne by the parties.

§5945. Effect of ADR on Statutes of Limitation

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

- (a) The period provided in Section 5935 for response to a Request for Resolution.
- (b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

§5950. Filing ADR Certificate when Filing Court Action

- (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:
  - (1) Alternative dispute resolution has been completed in compliance with this article.
  - (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
  - (3) Preliminary or temporary injunctive relief is necessary.
- (b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

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

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

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

In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

§5965. Annual Disclosure of ADR Procedures to Members

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

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

- (b) The summary shall be provided either at the time the pro forma budget required by Section 5300 is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process, as required by Section 5310.

**INTERNAL DISPUTE RESOLUTION**

The Association Board reserves its right to draft and provide its own Internal Dispute Resolution ("IDR") process, consistent with the requirements set forth in Civil Code §§ 5900-5910. Until such time as the Board adopts a different internal dispute resolution process, the statutory procedure set forth in Civil Code § 5915 below shall apply.

§5915. Default IDR Procedure

- (a) This section applies to an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious within the meaning of this article.
- (b) Either party to a dispute within the scope of this article may invoke the following procedure:
  - (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
  - (2) A member of an association may refuse a request to meet and confer. The association shall not refuse a request to meet and confer.
  - (3) The board shall designate a director to meet and confer.
  - (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

- (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) A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
  - (1) The agreement is not in conflict with law or the governing documents of the common interest development or association;
  - (2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.
- (d) A member shall not be charged a fee to participate in the process. [2015]

## **ARCHITECTURAL DISCLOSURES**

In compliance with California Civil Code Section 4765 (c), the Board of Directors is required to disclose the following information:

The Association requires prior written approval of certain architectural changes that you make to your property. The general types of changes that require Association approval are described as follows: all painting, alterations and/or additions to the exterior of any Residence or Residential Lot will require written architectural approval. You should review the Association's CC&R's and Rules and Regulations, for more specific information. A copy of these documents is available from management if you have misplaced your copy.

### **Discipline Policy and Fine Schedule**

Reasonable fines for first time violations may be levied in accordance with the following schedule.

- |   |          |
|---|----------|
| a) Hazardous activity (risk of harm to person or property)                                    | \$100.00 |
| b) Use restriction  | \$100.00 |
| c) Vehicle and parking restrictions   | \$100.00 |
| d) Unauthorized improvements to the property (per discretion of the Board)                    | \$100.00 |
| e) Automatic fine for each infraction of the rules concerning posting of signs                | \$100.00 |
| f) Any violations of the By-laws, CC&R's, or Rules and Regulations not specifically mentioned | \$100.00 |

Fines shall be in addition to an assessment levied to reimburse the Association for expenses and cost. Fines for continued or repeated violations may be increased in \$100.00 increments at the discretion of the Board. Four (4) or more violations assessed to a single unit in any six (6) month period may result in additional fines to be determined at the discretion of the Board.



01 December 2008

## **VISTA LA JOLLA ARCHITECTURAL GUIDELINE**

The BYLAWS OF VISTA LA JOLLA TOWNHOMES ASSOCIATION establish the PLAN OF CONDOMINIUM OWNERSHIP and the Board of Directors of the Association. One of the Board's primary responsibilities is maintaining the condition of the association's common area and facility (buildings). In carrying out that responsibility, the Board may choose to appoint subordinate officers as the business of the Association may require.

As stated in the Association's BYLAWS, ARTICLE VI, Section 3, Paragraph (b), "an owner shall not make structural modifications or alterations to his unit or installations therein without previously notifying the Association in writing through the Management Agent." Such notification is accomplished by completing and submitting an "APPLICATION FOR ARCHITECTURAL IMPROVEMENT" form (available on the community website or from the Management Agent), and returning it to the Management Agent. Improvement requests will then be reviewed by the Board or its appointed subordinate officer(s), and approved or denied. The requester will be notified of the Board's decision in writing by the Management Agent. No work may begin until written approval is received.

When considering any architectural change, owners should understand that the Living Unit encompasses all within the four walls of the unit, but, in accordance with the DECLARATION OF RESTRICTIONS, ARTICLE VII, also includes the windows and glass doors, and the plumbing, heating and utility infrastructure within the walls, extending to the sidewalk. Everything exterior to the Living Unit, including the front entry doors, garage doors, and front and rear patios are designated Association property. Owners are granted "exclusive use" of both patios.

Any architectural change requested by owners shall take into account the architectural character, continuity and consistency of the community. Changes shall leave the affected building looking substantially unchanged. Specifically, replacement window frames shall mimic original construction specifications in terms of size, function and color.

The Board is especially concerned about any work that will result in penetration of exterior stucco walls or any roof, as these actions could allow ingress of water to walls or attic spaces with resultant mold or structural rot that could migrate to adjacent units in the building. Therefore, any satellite dishes shall be installed in

accordance with the VISTA LA JOLLA TOWNHOMES ASSOCIATION RESOLUTION of March 14, 1997 (available on the community website). Satellite dishes must be mounted on wooden fascia plates, which are part of the roof eaves, and under no circumstances are satellite dishes to be mounted on the roof or stucco surfaces. Associated cable runs shall be through attic spaces and inside walls whenever possible, rather than over exterior surfaces.

Regarding requests to expand "exclusive use" areas associated with individual residential units, the Board will be guided by the following:

California Civil Code §4600 reads:

"(a) After an association acquires fee title to or any easement right over a common area, unless the association's governing documents specify a different percentage, the affirmative vote of members owning at least sixty seven percent of the separate interests in the common interest development shall be required, before the board of directors may grant exclusive use of any portion of that common area to any member, except for any of the following:

[Only section/exception (E) applies to common area transfers at Vista La Jolla and it reads...] (E) To transfer the burden of management and maintenance of any common area that is **generally inaccessible and not of general use to the membership at large of the association.**"

In addition to the constraints of California law, Vista La Jolla Townhomes policy stipulates expansion of exclusive use common area only into the area encompassed within the "footprint" of the unit involved..."footprint" meaning the theoretical extension of the two common walls of the unit to the point crossed by the extension of the wall/fence enclosing the rear exclusive use area (patio). Residents will be responsible for resolving all issues arising from Association sprinkler system(s) or other infrastructure within the expansion area and bearing the expense of any necessary modifications to the system(s) or infrastructure. In cases of "exclusive use" area expansion, in addition to submitting an "APPLICATION FOR ARCHITECTURAL IMPROVEMENT," residents will be required to sign an "AGREEMENT AFFECTING REAL PROPERTY" form (available on the community website or from the Management Agent) before any work may begin.

VISTA LA JOLLA TOWNHOMES BOARD OF DIRECTORS



## APPLICATION FOR ARCHITECTURAL IMPROVEMENT

Name: \_\_\_\_\_ Lot #: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
City/ Zip: \_\_\_\_\_

**General Description of work to be performed:**

(Include dimensions, shape, color, and desired location of installation. Attach a sketch, photograph, or sales brochure with illustration of the desired addition.)

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City Construction Permit to be obtained: Yes \_\_\_\_\_ No \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor License #: \_\_\_\_\_

**The undersigned adjacent OWNERS have no objection to the proposed improvements:**

Owner	Address	Unit #
Owner	Address	Unit #
Owner	Address	Unit #

I will assume the responsibility for any work under the above proposed improvement that I or my contractor accomplishes which may, in the future, adversely affect the common area. I will assume the responsibilities for all future maintenance of this addition of improvement. I will not begin any work until I receive notification of Board approval from the Property Management Company.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Date

**FOR BOARD USE ONLY**

Architectural Committee Approval: \_\_\_\_\_

Chairman

\_\_\_\_\_  
Date

Board of Directors Approval: \_\_\_\_\_

President

\_\_\_\_\_  
Date



EXHIBIT "A"  
VISTA LA JOLLA TOWNHOMES ASSOCIATION, INC.  
ARCHITECTURAL IMPROVEMENT AGREEMENT  
FOR SATELLITE DISHES

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

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

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

SIGNATURE OF OWNER: \_\_\_\_\_

If tenant occupied, please complete the following:

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

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

SIGNATURE OF TENANT: \_\_\_\_\_

In consideration for the review and approval of owner's application by the Vista La Jolla Townhomes Association, Inc., the parties hereto acknowledge, and agree to, as follows:

ATTACH SEPARATE SHEET OF PAPER FOR ITEMS NOTED BELOW WITH "\*".  
DETAILS ON LOCATION AND SCALE DRAWING (MAY BE FREEHAND) OF SIDE  
ELEVATION AND FRONT OR REAR ELEVATION (WHICHEVER IS  
APPROPRIATE) OF PROPOSED LOCATION IS NECESSARY FOR APPLICATION  
TO BE APPROVED.

- \*1. Attach drawing which shows the location where the satellite dish will be placed  
(see "Installation of Satellite Dishes" Resolution of February 20, 1997).
- \*2. Installation of the satellite dish at location requires that it be fastened to the  
(name building component) in accordance with the following specification,  
(Attach Drawing or Statement).
- \*3. Installation of the cable through (name building component) will be facilitated  
in accordance with the following specification, (Attach Drawing or Statement).
- 4. Installation and/or construction of the architectural improvement shall be  
performed and completed in compliance with all laws and ordinances of the City  
of San Diego; the Association's Architectural rules and design standards, the  
CC&Rs, and any other architectural guidelines; and terms of this Agreement.  
Owner shall pay building permit fees, if any, required by the City of San Diego.

5. Additionally, prior to the commencement of the architectural improvement, owner or owners' contractor may be required to provide to the Association the following certificates of insurance, naming the owner's contractor as the insured thereof:

- a) ~~Workman Compensation Insurance, as required by law.~~
- b) Comprehensive General Liability Insurance, with limits of not less than \$500,000 per incident/\$500,000 for each accident.

6. Owner hereby agrees to:

- a) Clean up and remove all trash, debris, or scraps on a daily basis and removed from the property (no trash or debris shall be permitted to remain on the property overnight). No building materials, equipment, trash, trash containers, or any other items used during construction shall be stored on the Association's common area, the streets, or any other area within the property, without the express written consent of the Association.
- b) Be responsible for the maintenance, repair, and replacement of the architectural improvement; any portion of a building component of a residential unit to which the architectural improvement is attached; and/or any cable which intrudes into a building component of any residential unit. Owner hereby agrees that the Association shall have no maintenance, repair, or replacement responsibility for the architectural improvement and/or that portion of the building component to which it is attached.
- c) Repair any aspect of the common area or any exterior portion of the residential unit or, any portion of any improvement within the entire property which is damaged by construction and/or installation of the architectural improvement.
- d) Indemnify for himself/herself, as well as for his/her successor and assigns, and to hold Association and its members harmless from all claims, demands, or liability arising out of or encountered in connection with this Agreement or with the architectural improvement, whether such claims, demands, or liability are caused by owner, owner's agents or employees, or contractors, or subcontractors employed on the project, their agents or employees, or caused by any products installed on the project by said contractor(s) or subcontractor(s); excepting only such injury or harm as may be caused solely and exclusively by Association's gross negligence. Such indemnification shall extend to claims, demands, or liability for personal injuries and property damage incurring during the installation, as well as the completion, related to all owner's maintenance responsibilities provided herein.

- e) Further indemnify and hold the Association harmless from all liability related to any damage to existing improvements (wherever located within the property) resulting from the installation/construction of the architectural improvement and/or any failure of owner to properly discharge owner's maintenance responsibility.
7. If the installation of the satellite requires any attachment to a building component of a residential unit or intrusion of any cable into a building component of a residential unit, said architectural improvement shall not be deemed complete for installation purposes unless and until a contractor of a related discipline has reviewed, inspected, and approved said installation.
8. Owner may be required to pay the Association \$200 to defer administrative and legal expenses incurred in reviewing owner's application, inspecting the installation of the architectural improvement, and prepared and executing the Agreement.
9. This Agreement shall not be modified by any party or oral representation made before or after execution of the Agreement. All modifications must be in writing and signed by all parties.
10. Any claim, controversy, or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS), Rules of Practice and Procedure then in effect, except that the party shall be entitled to only such discovery as is permitted by *Code of Civil Procedure 1283.05* and any amendment thereto or successor statutes. Judgement of the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceeding, the Arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The Arbitrator is authorized to award any party or parties such sums as he deems proper for the time, expense, including but not limited to, cost and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.
11. Owner agrees that upon sale of the unit any cable or mounting hardware and wiring installed to service the Satellite dish will remain with the unit. The new owner if he/she should choose to purchase a satellite may then use the exiting wiring. The care and control of the wiring and/or cable will then become the responsibility of the new owner.

Preliminary Approval	Final Inspection (if) Approval
Signature _____	Signature _____
Title _____	Title _____
Date of Approval _____	Date of Final Approval _____
Administrative Fee Required: YES _____ NO _____	Administrative Fee Paid \$ _____

Upon preliminary approval, work must begin within ninety (90) days. Project is to be completed three (3) months after preliminary approval. If additional time is required to start or complete project, applicant must submit written request seeking an extension.

Return to: Vista La Jolla Townhomes Association, Inc.  
c/o A. McKibbin & Co.  
7529 Draper Ave., Suite D  
La Jolla, CA 92037

VISTA LA JOLLA TOWNHOMES ASSOCIATION, INC.  
RESOLUTION  
INSTALLATION OF SATELLITE DISHES

WHEREAS, the governing documents of Vista La Jolla Townhomes Association, Inc. specifically requires that any addition to an existing building, any exterior alteration, modification or change to an existing building or exclusive use area, must have the approval of the Board of Directors before any work is undertaken; and

WHEREAS, effective January 1, 1996, *Civil Code §1376* permits the installation of satellite dishes which have a diameter or diagonal measurement of 36 inches or less, and which, upon installation, are not visible from any street or common area; and

WHEREAS, *Civil Code §1376* specifically permits the Association to impose reasonable restrictions on the installation on such satellite dishes:

NOW, THEREFORE, be it Resolved that Vista La Jolla Townhomes Association, Inc. hereby adopts the following Architectural Guidelines related to the installation of satellite dishes:

1. Pursuant to the Association's governing documents and *Civil Code §1376*, no video or television antenna, including satellite dishes, will be permitted within the subdivision which has a diameter or diagonal measurement of more than 36 inches.
2. Owners of satellite dishes which have a diameter or diagonal measurement of 36 inches or less must comply with the following Architectural guidelines:
  - a) The owner must securely attach the satellite dish to his/her unit in a location such that the satellite dish shall not be visible from any street, common area, or surrounding units;
  - b) The owner shall not alter landscaping, including trees, to accommodate installation of a satellite dish;
  - c) The owner shall install electrical wires for a satellite dish in a manner such that installed electrical wires shall not impede roof drainage, or cause water to pond on roofs.
  - d) Prior to installation, the owner shall submit to the Board of Directors, through the same procedures as any other architectural modification, a written application for installation of his/her satellite dish and receive a written approval from the Board of Directors.
  - e) Applications must include all details required by by-laws and other rules for application for architectural modifications, including:
    - 1) Location and type of hardware mounting; and
    - 2) Location and how wiring will be installed

3. So that warranties remain in effect, and water and other elements are prevented from intrusion into the building to which the satellite is attached, installation of a satellite dish must be inspected and approved by the Board of Directors or its designated representative. Owners installing a satellite dish shall be required to submit with their application for architectural modification a deposit of \$200. The deposit shall be used for costs of a contractor or architect to inspect the installation, and any costs resulting from changes recommended by the contractor or architect and approved by the Board of Directors. The remainder shall be refunded to the unit owner.
4. Owner must execute an Architectural Improvement Agreement (attached as Exhibit "A"), which provides that the owner and the installer(s) of the satellite indemnify and hold harmless Vista La Jolla Townhomes Association, its members, and management agent from:
  - a) any maintenance, repair, or replacement of building components where the satellite dish was installed. Said hold harmless agreement would continue for as long as the satellite dish is located on any building component for which the Association is obligated to maintain; and
  - b) any liability, loss, or damage caused by the installation, maintenance, or use of the satellite dish.
5. Obligations of owner are transferred to any future owner of the unit. Owner is responsible for forwarding the signed approval to all future owners OR to submit a new architectural change application for the proper removal of the satellite dish, and any repairs required by its removal.

APPROVED AS TO FORM AND CONTENT:

VISTA LA JOLLA TOWNHOMES ASSOCIATION, INC.

Brent M. [Signature] / [Signature] 6 March 97

## **MISCELLANEOUS DISCLOSURES**

Any other information that is required by law or the governing documents or that the board determines is appropriate for inclusion.

### **Preparation of Audit**

As provided in **Civil Code Section 5305** the Association will have an **audit** 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 to you within 120 days after the close of the fiscal year.

### **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.**

Occasionally residents may see something that appears to be a violation of our governing documents and rules. Appearances can be deceiving! Sometimes what seem to be "violations" are, in fact, "accommodations" required by law to be given to disabled residents. This is necessary to give disabled residents an equal opportunity to use and enjoy the premises. Please recognize 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 mindful of its legal duty to comply with disability protection laws.

You probably already know from your dealings with doctors and pharmacies that they are required to be very protective of each patient's medical information. 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. About all we can say is that we are aware of it, and the Association authorized it to make an accommodation required by law. We trust you will understand. If you have questions about this issue, please contact management.

### **Distribution of Mailing List to Owners**

The Association is required by Civil Code Section 5200(a), under the circumstances covered by the statute, to provide members with the name, property address, and mailing address of all members. Association members may opt out of sharing his or her name, property address, and mailing address by notifying the Association in writing that the member prefers to be contacted via the alternative process described in Corporations Code Section 8330(c). The alternative method may require the member wanting the list to provide the materials to the Association for the Association to mail it to the members who have opted out without revealing the mailing list information to the requesting member. Any opt-out remains in effect until changed by the member.

## **Security Disclaimer**

The Association can never be crime-free. For example, it is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their own neighbors, for guests of residents to commit crimes, and for employees to commit crimes.

As a result, the Association cannot guarantee your security. You should NOT rely on the association to protect you from loss or harm. You should provide for your own security by keeping your doors locked; refusing to open your door to strangers; asking workmen for identification; installing a security system; carrying insurance; etc.

## **Manager Conflict of Interest Disclosure**

In compliance with California Civil Code Section 5375.5 the Board of Directors is required to disclose the following information:

Please be aware that A. McKibbin & Co. does have maintenance personnel on staff that can perform small on-site services/handyman duties, as well as provide proposals for larger projects, if requested by the Board of Directors.

## **Document Disclosure Summary Form (Civil Code Section 4528)**

Please reference the enclosed charges for documents provided as required by Section 4525.



# Document Disclosure Summary Form (Civil Code Section 4528)

## 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:

Position or Title:

Date Form Completed:

Document	Civil Code Section Included	Available	Not Available	N/A	Document Fee
Transfer Fee				X	\$ 190.00
Homeowner Lender Questionnaire				X	\$ 50.00
Statement of Account	Section 4525	X			\$ 20.00
Articles of Incorporation	Section 4525(a)(1)	X			\$ 10.00
CC&R's	Section 4525(a)(1)	X			\$ 30.00
By-Laws	Section 4525(a)(1)	X			\$ 15.00
Rules & Regulations	Section 4525(a)(1)	X			\$ 15.00
Age Restriction	Section 4525(a)(2)			X	
Budget	Sections 5300 & 4525(a)(3)	X			\$ 15.00
Reserve Study	Sections 5300 & 4525(a)(4)	X			\$ 15.00
Financial Statement	Sections 5305 & 4525(a)(3)	X			\$ 10.00
Audit	Sections 5305 & 4525(a)(3)	X			\$ 10.00
Assessment Enforcement Policy	Sections 5310 & 4525(a)(4)	X			
Insurance Summary	Sections 5300 & 4525(a)(3)	X			\$ 10.00
Regular Assessment	Sections 4525(a)(4)	X			
Special Assessment	Sections 4525(a)(4)			X	
Emergency Assessment	Sections 4525(a)(4)			X	
Other Unpaid Obligation of Seller	Sections 5675 & 4525(a)(4)			X	
Approved Changes to Assessment	Sections 5300 & 4525(a)(4), (8)			X	
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7), and 6100			X	
Preliminary List of Defects	Sections 4525(a)(6), 6000, and 6100			X	
Notice of Violation	Sections 5855 and 4525(a)(5)			X	
Rental Restrictions	Section 4525(a)(9)			X	
12 Months Meeting Minutes	Section 4525(a)(10)	X			\$ 60.00
<b>Total Document Fees:</b>					<b>\$ 450.00</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.

# VISTA LA JOLLA TOWNHOMES ASSOCIATION

We are now offering automatic payments for Vista La Jolla Townhomes Association. Please fill out the authorized agreement below for direct payments (ACH Debit). **If your authorization is to initiate debit entries to your checking account, please provide us with your voided check.**

## AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBIT)

Company Name: A. MCKIBBIN & CO.

Company ID #: 33-0782489

I (we) hereby authorize A. McKibbin & Co., hereinafter called COMPANY, to initiate debit entries to my (our) ☐ Checking Account / ☐ Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) & Phone # \_\_\_\_\_ HOA Acct 121\* \_\_\_\_\_

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

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

CONSENT FOR DELIVERY OF ASSESSMENT  
NOTICE BY ELECTRONIC TRANSMISSION

I, \_\_\_\_\_, a member of Vista La Jolla Townhomes Association and the owner of \_\_\_\_\_ San Diego, California 92122, located at Vista La Jolla Townhomes Association, do hereby make this consent to the delivery of my regular monthly assessment notice via electronic transmission.

1. This consent is limited to receipt of the monthly assessment notice for Vista La Jolla Townhomes Association.
2. I understand that I have the right to receive the monthly assessment notice in a paper or non-electronic form and that I have the right to withdraw consent to electronic transmission upon providing thirty (30) days written notice to Vista La Jolla Townhomes Association.
3. I understand my consent only applies to the records and notices set forth herein.
4. I understand that if my email address designated herein changes that it is my responsibility to provide the Vista La Jolla Townhomes Association with updated email information.
5. I understand that if, after giving consent, I desire a paper copy of the monthly assessment notice set forth herein, that I may obtain a copy via U.S. Mail by contacting the Vista La Jolla Townhomes Association property manager, and that such documents will be provided to me at no additional expense.
6. I understand that I must have an email account and a personal computer with appropriate browser software, such as Microsoft Internet Explorer or equivalent, and email software and access to the Internet. If I wish to print the materials delivered electronically, I must have a printer as well. Some material may be published in Portable Document Format (PDF) and I must have Adobe Acrobat view software. This viewer is available for download, free of charge, from [www.adobe.com](http://www.adobe.com).
7. I designate the following email address for electronic transmission:

Please **print** email:

I will receive an email confirmation of my enrollment at this email address. I agree to affirmatively reply to the email confirmation to acknowledge my consent.

Dated \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Acct# \_\_\_\_\_

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

**ELECTRONIC DELIVERY DISCLOSURE & CONSENT  
FOR  
VISTA LA JOLLA TOWNHOMES ASSOCIATION**

The undersigned Owner/Member hereby agrees to accept delivery of all legally permissible documents, notices and communications from the Vista La Jolla Townhomes Association ("Association") in electronic form, via e-mail in Adobe PDF or similar format. The documents which can be sent to you by the Association in electronic form include, but are not limited to those items set forth in *Civil Code* Section 5310.

By signing below you confirm that you are Owner of the property listed below and/or authorized to make decisions for and bind the property. You consent to the matters described herein and understand that with certain legally required expectations, by signing below you will no longer receive notices and documents from the Association via U.S. mail. You can revoke this authorization and receive notices, disclosures and other documents from the Association in printed copy by sending a revocation notice to the Association's Community Manager, Sean DeFreitas, by e-mail ([sean@amckibbin.com](mailto:sean@amckibbin.com)), by fax ((858) 551-1886), by personal delivery to Association's office or by 1<sup>st</sup> class mail to Vista La Jolla Townhomes Association, c/o A. McKibbin & Co., Attn: Sean DeFreitas, 7529 Draper Avenue, Suite D, La Jolla, CA 92037.

Please complete and return this consent form to the Association by e-mail, facsimile, personal delivery or 1<sup>st</sup> class mail by using the information listed above to begin receiving communications electronically.

I understand and agree that delivery of any notices, documents, communication or disclosures is complete at the time of e-mail transmission from the Association. I further understand that it is only my obligation to notify the Association through the means described in this form if the e-mail address at which I wish to receive notices changes. I understand that I have the right, at any time, to have the documents delivered electronically pursuant to this form made available to me in paper form upon my written request.

\_\_\_\_\_  
[Signature of Owner / Authorized Representative]

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address within the Association

\_\_\_\_\_  
E-mail Address(es) (Please print legibly)

**VISTA LA JOLLA TOWNHOMES ASSOCIATION**

**MEMBERSHIP LIST OPT-OUT FORM**

I, \_\_\_\_\_, am the current owner of real property located within Vista La Jolla Townhomes Association ("Association"), with the street address of \_\_\_\_\_, and have full authority to make legal decisions affecting my Lot.

Pursuant to California *Civil Code* section 5220, and any successor statute, I hereby exercise my right to opt out of sharing my name, property address, mailing address or any of my personal information with any other member of the Association. I prefer to be contacted by an alternative process as described in *Corporations Code* section 8330(c).

This opt out shall remain in effect until changed by me or my legal representative.

\_\_\_\_\_  
NAME OF MEMBER

\_\_\_\_\_  
SIGNATURE OF MEMBER

\_\_\_\_\_  
ASSOCIATION ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ALTERNATE MAILING ADDRESS

