

Seagate Village Community Association

c/o CHAMPS, a Division of AAM, LLC

3520 Seagate Way, Ste. #100

Oceanside, CA 92056

(760)603-0501 · FAX (760)603-0505

DATE: June 1, 2020

TO: All Homeowners, Seagate Village

FROM: The Board of Directors

Your Association's fiscal year is rapidly coming to a close and California Civil Code requires that all homeowners be sent a copy of the Association's budget for the coming year. Civil code also requires the Association to provide additional information, all of which is provided in this letter or enclosed.

In conjunction with the budgeting process and in accordance with California Civil Code 4177 & 4178, the services of a professional reserve analyst were engaged to complete a Reserve Study and to recommend funding requirements for the repair and/or replacement of major capital items. A summary of the Reserve Study is enclosed. The conclusions and recommendations of the Reserve Study were used in the budgeting process to establish the amount of funds committed each month for reserve component replacement.

Enclosed, please find the Association's budget for the fiscal year beginning July 1, 2020. As you can see by the enclosed Budget, the patio assessments will increase to \$117.00 per month and the condo assessments will increase \$15.00 to \$400.00 per month. The increases are due to the rising cost of landscape maintenance, utilities, repairs and insurance. In addition, it's imperative to continue funding Reserves for long term repairs.

Your Board of Directors diligently works to increase property values while attempting to keep expenses to a minimum. Your Association's Recreation Reserves are currently 26.5% funded, Condo Reserves are currently 32.7% funded and Patio Home Reserves are currently 97.6% funded. The enclosed budget reflects the adopted funding plan for Reserves.

Your Board of Directors will continue to enhance the appearance of the community, keeping home prices on the rise. Currently, the Board of Directors is working on a multi-year common area landscape refurbishment and reclaimed water project.

Currently, the association has no outstanding bank loans.

Also enclosed are copies of the Association's Collection Policy, information concerning Arbitration of CC&R Disputes (Civil Code 5905), FHA/VA Disclosure Statement (Civil Code 5300(b)), a Statement of Insurance coverages (Civil Code 5805), a schedule of the monetary penalties for violating governing documents (Civil Code 5850(a)) and a copy of the Architectural Rules and application (Civil Code 4760-4765) and Request for Annual Notice of Address, Complaint Form and Email Distribution Form. In compliance with the new California Law, SB323 the election policy will be posted after adoption on your association's website <http://seagatevillageencinitas.com/>. You may wish to keep these items available in the event you elect to sell or refinance your home. Most lenders are now requiring that these items be submitted to them as part of the mortgage approval process.

Board of Directors Meeting Agendas are posted 4 days prior to the meeting date on the fence at the entrance to Chas Park. Copies of Board Meeting minutes are available upon request throughout the year and are also posted on the website. Minutes will be released approximately 30 days after the meeting date, following their approval by the Board at its next regularly scheduled meeting. There is a nominal charge for copying and postage which must be paid by the requesting homeowner. Please call CHAMPS at 760/603-0501 should you have any questions or if you would like to have a copy of the complete Reserve Study.

**SEAGATE BUDGET
FISCAL YEAR BEGINNING
JULY 1, 2020**

	→ 2020/2021 Approved	MONTHLY JULY Patio 127	MONTHLY JULY Condo 78
INCOME			
Assessments	552,708.00	117.00	400.00
Late Fees	0.00	0.00	0.00
Misc Income	0.00	0.00	0.00
TOTAL INCOME	552,708.00	117.00	400.00
EXPENSES			
GENERAL MAINTENANCE			
General Maintenance Common	6,000.00	2.44	2.44
General Maintenance - Condo	6,000.00	0.00	6.41
General Maintenance - Patio	200.00	0.13	0.00
Plumbing Common Area	1,000.00	0.41	0.41
Plumbing Condo Drain Cleaning	0.00	0.00	0.00
Pest Control - Condo Termites	20,000.00	0.00	21.37
Pest Control Condo	6,000.00	0.00	6.41
Janitorial Services - Common	2,736.00	1.11	1.11
Total General Maintenance	41,936.00	4.09	38.15
POOL/SPA MAINTENANCE			
Pool Service Contract	3,500.00	1.42	1.42
Pool Miscellaneous	4,000.00	1.63	1.63
TOTAL POOL/SPA	7,500.00	3.05	3.05
LANDSCAPE MAINTENANCE			
Landscape Service Contract	103,000.00	23.65	71.53
Landscape Miscellaneous	7,000.00	1.61	4.86
Tree Trimming	6,500.00	1.49	4.51
TOTAL LANDSCAPE MAINTENANCE	116,500.00	26.76	80.90
UTILITIES			
Telephone Common	3,400.00	1.38	1.38
Trash - Condo	17,726.00	0.00	18.94
Electricity Common	13,000.00	5.28	5.28
Water & Sewer	49,000.00	11.57	33.50
Gas Common	6,500.00	2.64	2.64
TOTAL UTILITIES	89,626.00	20.88	61.75
ADMINISTRATIVE			
Legal	6,000.00	2.44	2.44
Audit/Tax Prep	3,000.00	1.22	1.22
Reserve Study	1,700.00	0.69	0.69
Printing/Postage	6,000.00	2.44	2.44
Permits, Licenses & Fees	600.00	0.24	0.24
Management Contract	32,074.20	13.04	13.04
Federal/State Taxes	500.00	0.20	0.20
Insurance General	5,220.00	2.12	2.12
Insurance Condo	14,000.00	0.00	14.96
Misc. Expense	3,500.00	1.42	1.42
Meeting Minutes	1,050.00	0.43	0.43
Newsletter Expenses	0.00	0.00	0.00
Security Patrol	0.00	0.00	0.00
Bad Debt	0.00	0.00	0.00
TOTAL ADMINISTRATIVE	73,644.20	24.25	39.20
CAPITAL IMPROVEMENTS	0.00	0.00	0.00
TOTAL OPERATING EXPENSE	329,206.20	79.02	223.05
RESERVES			
Patio Reserves	39,507.74	25.92	0.00
Condo Reserves	154,341.36	0.00	164.89
Recreation Reserves	29,652.70	12.05	12.05
TOTAL RESERVES	223,501.80	37.98	176.95
TOTAL EXPENSE	552,708.00	117.00	400.00
NET INCOME	0.00	0.00	0.00

Seagate Village Community Association
COLLECTION POLICY

The Seagate Village Community Association (the "Association") has the right and duty under the Association's governing documents and California law to impose and collect assessments so that the Association can, among other things, manage, maintain and operate your development.

Timely payment of assessments is of critical importance to the Association. Although most property Owners consistently pay their assessments on time, the failure of any Owner to pay assessments when due creates a cash-flow problem for the Association and causes those Owners who make timely payments of their assessments to bear a disproportionate share of the Association's financial obligations. Therefore, to encourage the prompt payment of assessments and as required by law and/or the Association's governing documents, the Board of Directors has enacted the following policies and procedures (this "Collection Policy") concerning collection of delinquent assessment accounts, subject to Civil Code section 4340, *et seq.*, if applicable.

1. DUE DATES. All Regular Assessments shall be due and payable, in advance, in equal monthly installments, on the first day of each month. Special Assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a Special Assessment be due and payable earlier than thirty (30) days after it is imposed.

2. PAYMENT / RECEIPTS / OVERNIGHT PAYMENT LOCATION. The Association will be the collectors of the assessments (current and delinquent), interest, and collection costs (which may include attorneys' fees). Assessments may be paid by personal check, bank drafts, cashier's checks and/or money orders, as well as by electronic payment, if available. A charge of \$25.00 will be assessed against any account whose check has been returned for Non-Sufficient Funds (NSF). When an Owner makes a payment, the Owner may request a receipt and the Association will provide such receipt, which will indicate the date of payment and person who received such payment. (Civil Code section 5655.) Any Owner is entitled to inspect the Association's accounting books and records. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

Seagate Village Community Association
c/o CHAMPS/The Kelly Group
5731 Palmer Way, Suite "B"
Carlsbad, California 92010

3. APPLICATION OF PAYMENTS. Payments received on delinquent assessments shall be applied to the Owner's account in the following order of priority: First, the principal on the assessments owed; then to accrued interest; then to attorneys' fees; then the title company and foreclosure service company charges and other reasonable costs of collection. Payments on account of principal shall be applied in reverse order so that the oldest arrearages are retired first.

4. LATE ASSESSMENTS. All assessments shall be delinquent if not paid within **thirty (30) days** after they become due. The Association shall be entitled to recover any reasonable collection costs, including attorneys' fees, that the Association then incurs in its efforts to collect the delinquent sums.

5. LATE LETTER. If an assessment is not paid within **thirty (30) days** after it becomes due, a late letter or current ledger may be sent to the Owner reminding the Owner of his or her delinquent account status. The Association, however, is in no way required to send a late letter or ledger before sending a pre-lien letter referenced below.

6. **INTEREST.** If an assessment is not paid within **thirty (30) days** of its original due date, interest may be imposed on all sums due, including the delinquent assessment, attorneys' fees, and collection costs, at an annual percentage rate of **six percent (6%)** (0.5% per month), compounded monthly.

7. **SECONDARY ADDRESS.** Upon receipt of a written request by an Owner identifying a secondary address for the purposes of assessment collection notices, the Association shall send collection notices required by this Collection Policy to the secondary address provided. The Owner's notice of a secondary address must be in writing and mailed to the Association in a manner that shall indicate that the Association has received it. The Association shall only send notices to the indicated secondary address at the point in time the Association receives the written request.

8. **PRE-LIEN LETTER.** If an assessment payment from the Owner is not paid within **thirty (30) days** after its original due date (for example, if an Owner fails to pay an assessment which was due on June 1st and the failure to pay continues through July 1st, then the June assessment would not have been paid within 30 days after its original due date), a notice of delinquency (Pre-Lien Letter) may be sent to the Owner by regular first-class mail and certified mail, return receipt requested. The Pre-Lien Letter shall provide at least 30 days' written notice to a delinquent Owner prior to recording an Assessment Lien and further provide an itemized statement of the charges owed, including a breakdown of the following items: (a) The principal amount owed; (b) any attorneys' fees incurred; and (c) a description of collection practices, including the right of the association to the reasonable costs of collection. A copy of the Association's collection policy shall be attached to the Pre-Lien Letter.

9. **ALTERNATIVE DISPUTE RESOLUTION PROCESS.**

a. **Assessment Lien.** Prior to recording an assessment lien, the Association shall offer the Owner and, if so requested by the Owner, the option of participating in dispute resolution, consistent with Civil Code sections 5910 and 5915, *et seq.* The Association's offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the Owner. An Owner who desires to accept the offer to "meet and confer" under this section shall elect such option by submitting a written request to the Association or the Association's legal counsel, which written request must be received by the Association within twenty (20) days from the date of the offer to "meet and confer." If the offer to "meet and confer" under sections 5910 and 5915, is accepted by the Owner, the Association shall designate a prompt date and time for the meet and confer, at a location that shall either be the Association's principal office or another convenient location as designated by the Association. The Association shall designate a Board officer, along with its Property Manager to participate in the meet and confer with the Owner.

b. **Foreclosure.** Prior to initiating foreclosure proceedings against an Owner's separate interest, the Association shall offer the delinquent Owner, and if so requested by the Owner, to meet and confer with a delinquent Owner (Civil Code sections 5910 and 5915) OR alternative dispute resolution (Civil Code sections 5925, *et seq.*) to resolve any dispute related to the total amount of delinquencies owed by the delinquent Owner to the Association and/or the Association's Collection Policy ("ADR Offer"). The Association's ADR Offer shall either be placed within the Association's Pay or Lien Letter or in a separate written communication to the delinquent Owner. An Owner who wishes to accept the ADR Offer must do so by submitting his/her/its written request to facilitate the ADR that is elected with the Association, which written request must be received by the Association within thirty (30) days from the day the ADR Offer is submitted to the delinquent Owner. The Association shall designate a prompt date and time for the elected ADR. If a "meet and confer" is elected by the delinquent Owner, the Association shall designate a Board member, along with its Property Manager to participate in the meet and confer with the delinquent Owner. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

10. **SHOW CAUSE HEARING.** Additionally, the Association may elect to provide a delinquent Owner a written notice (either in the Pay or Lien Letter or in a separate written document, as determined by the Board of

Directors) of a hearing before the Board of Directors, wherein the Owner shall be invited to show good cause why (a) the Owner's voting privileges; and/or (b) the Owner's privileges for use of the common area/recreational facilities (hereinafter collectively "Membership Privileges") should not be suspended for non-payment of the delinquent assessment(s) ("Show Cause Hearing"). The notice and hearing procedures shall be in accordance with the governing documents for the Association.

11. ASSESSMENT LIEN.

a. If the delinquent Owner does not bring his or her account current within the deadline set forth in the Pay or Lien Letter, the Board of Directors may proceed with recording an assessment lien against that Owner's separate interest.

b. The decision to record a lien for delinquent assessments shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. Prior to causing an assessment lien to be recorded, the Board of Directors must approve the recordation of an assessment lien against the delinquent Owner's separate interest. The Board of Directors for the Association shall approve the decision to record an assessment lien by a majority vote in an open meeting; the Board shall record the vote in the minutes of that meeting. The Board's action should refer to the Unit or account number of the property that is delinquent, rather than the name of the Owner.

c. The Assessment Lien shall be recorded in the County Recorder's Office itemizing all sums that are then delinquent, including the delinquent assessment(s), the then current monthly assessment amount which will also accrue and be a part of the lien, interest, collection costs and reasonable attorneys' fees. Recording this notice creates a lien, which may be foreclosed upon by the Association.

12. FORECLOSURE.

a. ADR Procedure. The Association, prior to initiating foreclosure proceedings against a delinquent Owner's separate interest, must comply with the alternative dispute resolution procedure set forth above (except that the timeline for the delinquent Owner to accept a meet and confer would be thirty (30) days from the date of the Owner's receipt of this pre-foreclosure offer) or alternative dispute resolution consistent with Civil Code sections 5925, 5910 and 5915. ("IDR/ADR Offer"). The Owner shall have thirty (30) days from the date of the IDR/ADR Offer to decide whether or not the Owner wishes to pursue dispute resolution or a particular type of alternative dispute resolution (except that binding arbitration is not available to any delinquent Owner if the Association intends to initiate a judicial foreclosure).

b. Board Approval. Prior to initiating foreclosure proceedings, the Board of Directors must, in executive session, approve the decision to proceed with foreclosure by a majority vote. The decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded shall be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board shall record the Board's executive session decision in the minutes of the next meeting of the Board open to the members by referencing the Unit or account number of the property that is delinquent, not the name of the delinquent Owner. A Board vote to approve foreclosure of a lien shall take place at least thirty (30) days prior to any public sale. The Board of Directors shall provide notice by personal service to an Owner of a separate interest who occupies the separate interest or to the Owner's legal representative, if the Board votes to foreclosure upon the separate interest. If the Owner does not occupy the subject lot/unit, the Board shall provide written notice via first-class mail to the most current address shown on the books of the Association.

c. Threshold. The Board of Directors shall not proceed with any form of foreclosure unless and until the amount of delinquent assessments (exclusive of any accelerated assessments, fees, costs of collection, attorneys' fees or interest) equals or exceeds One Thousand Eight Hundred Dollars (\$1,800.00) or the assessments have been delinquent for more than twelve (12) months ("Threshold"). Once the Threshold has been met and all other requirements identified above have been completed, the Board may proceed with

foreclosure of the assessment lien pursuant to the Association's governing documents and Civil Code sections 5700, 5705, 5710, 5715 and 5720. Unless otherwise provided herein, the procedure used shall be private foreclosure pursuant to Civil Code section 2924, *et seq.*, and Civil Code sections 5700 and 5710. The foreclosure action shall include, but is not necessarily limited to the following procedures:

- i. Notice of Default (NOD). A NOD will be recorded at the County Recorders office. The cost of all attorneys' fees and/or trustee's fees will be added to the debt.
- ii. Notice of Trustee's Sale (NOS). If the delinquency is not paid within ninety (90) days after the NOD is recorded (and a lawsuit has not been filed), the Association will proceed with the recording and publishing of an NOS. The Owner is responsible for all publication, recording, posting and mailing costs, as well as attorneys' and/or trustee's fees.
- iii. Sale of Property by Public Auction. If the trustee's sale proceeds, it is conducted as a public auction in the county in which the separate interest is located, during normal business hours on any business day. ANY OWNER WHOSE SEPARATE INTEREST IS IN FORECLOSURE IS URGED TO CONSULT WITH COMPETENT LEGAL COUNSEL OF THE OWNER'S SELECTION IN ORDER TO BE PROPERLY ADVISED OF THE OWNER'S RIGHTS AND OPTIONS AND THE TECHNICAL REQUIREMENTS OF THE FORECLOSURE PROCESS.
- iv. Right of Redemption. The Trustee's Sale shall be subject to a statutory right of redemption, which shall terminate ninety (90) days after the trustee's sale is completed

13. MONEY JUDGMENT OPTION. If the Association determines that the property is over-encumbered, or otherwise makes a determination that a lawsuit is appropriate, the Association may file a personal lawsuit against the delinquent Owner to recover all delinquent assessments owing to the Association. If a lawsuit is necessary to collect the delinquent assessments from the Owner, all expenses, costs and attorneys' fees in connection with said lawsuit, including but not limited to pre- and post- judgment costs for filing fees, personal service, witness fees, interest, execution of judgment and/or writ fees shall be recovered from the Owner defendant. The Association may also refer certain accounts to collection agencies.

14. RELEASE OF LIEN. When a delinquent Owner has paid in full all delinquent assessments and charges, the attorney shall prepare a Release of Lien, which shall be recorded in the County Recorder's Office within twenty-one (21) days of receipt of the sums necessary to satisfy the delinquent amount and mail a copy of the lien release to the Owner of the residential Lot.

15. PAYMENT PLANS. An Owner of a separate interest which is not a timeshare or who is not a developer may, if mailed to the Association within fifteen (15) days of the postmark date of the pay or lien notice, submit a written request to meet with the Board to discuss a payment plan for the payment of any delinquency. The Association shall provide the Owner with the Association's standards for payment plans, if any exist. The Board shall meet with the Owner in executive session within forty-five (45) days of the postmark of the request, unless there is no regularly scheduled Board meeting within that period, in which case the Board shall designate a committee of one or more members to meet with the Owner. Payment plans may incorporate any assessments that accrue during the payment plan period. Payment plans shall not impede an Association's ability to record a lien on the Owner's separate interest to secure payment of delinquent assessments. In the event of a default on any payment plan, the Association may resume its efforts to collect delinquent assessments from the time prior to entering into the payment plan. The Association shall have the power and authority to include (without limitation) the following elements/terms in any payment plan agreement that is reached with the Owner:

- a. That Owner comply with the governing documents during the course of the payment plan

- agreement;
- b. That Owner waive any defenses or claims related to the Association's collection efforts;
- c. That the Association may place a lien against other real or personal property owned by Owner;
- d. That Owner agrees to waive any homestead rights he/she may have relative to the delinquent assessments;
- e. That Owner assign the Association all amounts owed under any rental/lease agreement; and,
- f. That Owner be required to provide identifying information, including social security number, driver's license number, off-site address(es), phone numbers, etc.

16. PARTIAL PAYMENTS. Once a delinquent account has been turned over to the Association's legal counsel, owners shall not send any assessment payments to the Association; such payments shall only be accepted by the Association's legal counsel. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner.

17. PERSONAL OBLIGATION TO PAY ASSESSMENTS AND CHARGES. Assessments, together with reasonable fees and costs of collection, reasonable attorneys' fees, and interest determined in accordance with California Civil Code sections 5600 and 5605 and the Association's governing documents are a debt of the Owner of a separate interest (the Owner's lot) at the time that the assessment or other charges are levied. Whether or not the Association records a notice of delinquent assessment (lien) on your property, the Association has a right to look to the Owner, personally, to pay the debt and pursue collection of that debt in a court action. The Association is also entitled, upon compliance with the requirements of California law and provided certain criteria and procedures as specified by law are satisfied, to record a lien against your property and to take enforcement action to sell your property without court action by non-judicial foreclosure. The recording of a lien against your property does not limit the right of the Association to pursue any Owner personally for payment of all monies due.

18. COURTESY STATEMENTS AND TIMELY PAYMENTS. It is the Owner's responsibility to allow ample time to drop off or mail all monies due before the delinquency date. As a courtesy only, invoices or statements for regular assessments may be regularly sent to an Owner by first-class mail addressed to the Owner at his or her address as shown on the books and records of the Association. However, it is the Owner's responsibility to be aware of the assessment payment due dates and to pay any and all assessments when due, whether or not an invoice or statement has been sent. Owners should promptly advise the Association of any changes in the Owner's mailing address. The Association also reserves the right to send out coupon booklets in lieu of sending invoices or statements.

19. RIGHT TO REQUEST VALIDATION OF DEBT. An Owner has the right to request validation of the debt by notifying the Association in writing of such request within thirty (30) days of the Association's initial communication to the Owner. Upon such request being made, an account history or other document reflecting the delinquent balance will be forwarded to the Owner. Any information obtained in the collection process or obtained from an Owner will be used for the purpose of collecting any monies owed.

20. COMPLIANCE WITH CIVIL CODE SECTIONS 5730 AND 5310. The following notice is set forth to comply with the Civil Code.

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

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

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

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

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

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

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

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

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

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

21. EFFECTIVE DATE OF THIS POLICY. This policy shall be deemed effective once it is approved by the Board of Directors after compliance with Civil Code Section 4340, *et seq.*

FHA/VA DISCLOSURE STATEMENT
For Seagate Village Condominiums
Civil Code Section 5300(b)

“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 not certified by the Federal Housing Administration.”

“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 not certified by the Federal Department of Veterans Affairs”.

The above information regarding the Association’s FHA/VA status is as of May 31, 2019. Please refer to the FHA website and VA website for current information.

May, 2019

CONDO	PATIO HOME
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Seagate Village Community Homeowners Association
 c/o CHAMPS, a Division of AAM, LLC
 3520 Seagate Way • Suite 100
 Oceanside, California 92056-2681
 (760)603-0501 • FAX (760)603-0505

REQUEST FOR ARCHITECTURAL COMMITTEE APPROVAL

UNIT ADDRESS: _____ UNIT NO: _____
 HOMEOWNER: _____ DATE: _____
 MAILING ADDRESS: _____ PHONE: _____

 MODIFICATION: _____

If additional space is needed, please use a separate sheet of paper.

The Architectural Committee is hereby advised that the following work is proposed and approval is requested. It is our understanding that building permits for home improvements are required by the City of Encinitas and that the cost of permits, the responsibility for obtaining the permits, and subsequent inspections of modifications done will be the responsibility of the applicant. Attached are the following items:

1. Plans and specifications including drawing or blueprints of the work to be done.
2. Neighbor Impact form.
3. Approximate start and completion dates.

We acknowledge that all approved changes will be at our expense, as well as any damage to or relocation of existing sprinkler system, underground utilities, building structures, and exterior improvements. We acknowledge that the above requested modification must begin within 6 months of the approval date or this architectural request approval will be void and a new request must be submitted and approved. In addition, we acknowledge if any changes are made to the original approved plans, a new architectural request form must be submitted and approved.

Signature(s) of all owners: _____

It is the goal of the Seagate Village Architectural Committee to support and facilitate the homeowners in the maintenance and improvement of the homes in our community.

The above request has been reviewed by the Architectural Committee and has been:

APPROVED () REJECTED () PENDING FURTHER INFORMATION ()

Comments: _____ Date: _____

Approved by: _____ Date: _____

Completed work inspected by: _____ Date: _____

Seagate Village Community Homeowners Association

c/o CHAMPS, a Division of AAM, LLC
3520 Seagate Way • Suite 100
Oceanside, California 92056-2681
(760)603-0501 • FAX (760)603-0505

Home Improvement Form Impacted/Adjacent Neighbor Statement

Homeowner Name:			
Property Street Address:			Lot #:
Mailing Address:		Email Address:	
Home Phone:		Daytime Phone:	
The neighbors listed below have seen the plans I am submitting for architectural project approval. My neighbor's approval does not guarantee approval by the Architectural Committee or the Board of Directors.			
IMPACTED NEIGHBOR:			
Name	Address	Lot#	Phone #
Signature			
Please Check One: Agree _____ Disagree _____			
IMPACTED NEIGHBOR:			
Name	Address	Lot#	Phone #
Signature			
Please Check One: Agree _____ Disagree _____			
ADJACENT NEIGHBOR:			
Name	Address	Lot#	Phone #
Signature			
Please Check One: Agree _____ Disagree _____			
ADJACENT NEIGHBOR:			
Name	Address	Lot#	Phone #
Signature			
Please Check One: Agree _____ Disagree _____			

Please forward to Seagate Village Community Homeowners Association
Architectural Committee c/o: CHAMPS-a Division of AAM, LLC • 3520 Seagate Way,
#100 • Oceanside, CA 92056-2681.

ARCHITECTURAL CONDO FENCING GUIDELINE AMENDMENT

CONDOMINIUM VINYL FENCING GUIDELINES

All condominium fencing must be replaced with an approved type vinyl fencing. The approved vinyl type of fencing is as follows:

For condo fencing shared with common area, the Vinyl fencing will be a nominal height of six (6) feet.

For condo fencing between owners, fencing may not be less than five (5) feet in height nominal and not more than six (6) feet in height. Vinyl is the preferred material.

The approved color choice for all fencing is a Khaki matching to existing vinyl fencing previously approved and no other color choices are allowed.

For condo fencing shared with common area, a sample of the color choice and material must be submitted along with an Architectural Request and Neighbor Impact forms for approval before the fence may be installed. Failure to obtain Architectural Committee approval before a fence is installed will be cause to require the fence to be removed at the owner's expense.

As always, the Association will share in the 50/50 replacement cost for that portion of fencing which is shared with the common area only. Fences between individual homeowners are a 50/50 responsibility of the respective homeowners and may be replaced as needed by those homeowners using the ****same vendor as the association or another vendor**.

****Seagate Village Community Association does not endorse or mandate any specific vendor for the purchase and/or installation of owner's fencing as such choice is Owner's responsibility.**

Approved Condominium Window Replacement — Seagate Village

After 22 years, many condo owners are experiencing both functional and cosmetic problems with the original windows. The windows no longer meet building codes, nor are they energy efficient. The Condo Architectural Committee conducted extensive research to determine the type of windows that would be in the best interests of the community at large. Energy efficiency, appearance, type of installation, maximum visibility, warranty, and affordability were the dominant factors in coming their recommendation.

Two Brands of Vinyl Windows Approved

- **CertainTeed** – Six dealers in San Diego County. Nationwide reputation. Company is 100 years old. Rated #1 by Consumer Guide.
- **Vinyl Masters** – Local company. Desirable features includes a soft white color and sleeker frames

Requirements:

- **Retrofit** – Retrofitting is the only installation that meets code, does not require a building permit, and does not affect the stucco. Since retrofit vinyl windows all have 2 5/8" frames, loss of light is a critical problem particularly in condo units with no side windows. Retrofit windows reduce light by 16.7% on a 4'x4' window. Smaller windows have even greater percentage of loss of light. Larger windows less so.
- **Grids Optional** - Window grids are optional.
- **Exterior Color of Vinyl Must be White** – White is compatible with the current exterior color scheme and is the color of choice for 90% of vinyl window sales. They allow flexibility for all color palettes both inside and out.
- **No Impact on Existing Window Trim** – Both windows are cut to fit within the frame of the existing window trim, which allows easy replacement of window trim at any time. Should the installation require the removal of the window trim, it must be replaced with a composite type material and painted to match the existing window trim at the homeowner's expense.
- **Replacement of All Windows on a Single Exposure Required** – If any window in the unit is replaced, **all windows on that same wall for that unit must be replaced at the same time.**
- **Signed Statement of Responsibility by Condo Owner** – The homeowner is required to sign a statement accepting full responsibility for any damage due to water or accidental damage to stucco.

Effective date 4/13/05

Effective 4/1-08 Window Broker is added to the approve window dealer list.



Excellent Series

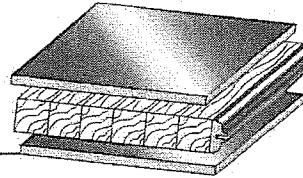
DOOR FEATURES

Door Features:

Escon Excellent Series has the doors and sidelights you need to customize the perfect entryway. This high quality collection of exterior Mahogany doors boasts One Side Raised Moulding and a variety of glass styles. All doors and complementing components are available in the stain and finish to complete your homes exterior.

- BTS Mahogany Doors
- Single or Double Sidelights
- Brass, Black or Zinc Insulated Triple Glazed Glass
- Copper Caming on Select Models
- One Year Limited Warranty

* For More Specific Information, Contact your Escon Door Dealer.

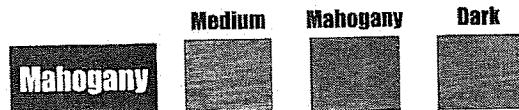


Escon Doors Displaying the BTS symbol is your assurance of a door made with State-of-the-art construction techniques. All BTS Door Stiles are constructed with fused, solid wood pieces and laminated with a solid 5mm thick clear face for superior appearance and strength. Look for the BTS symbol on our doors -- It means the door is designed and built to provide an extreme level of protection against warping, cracking and splitting.

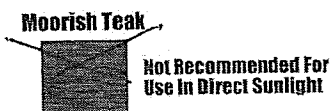
ESCON Collection:

- Premier Series (Brazilian Mahogany)
- Premier Series (Northern Red Oak)
- Craftsman Series
- French Door Series
- Fiberglass

Available Stains:



Specialty Stains:

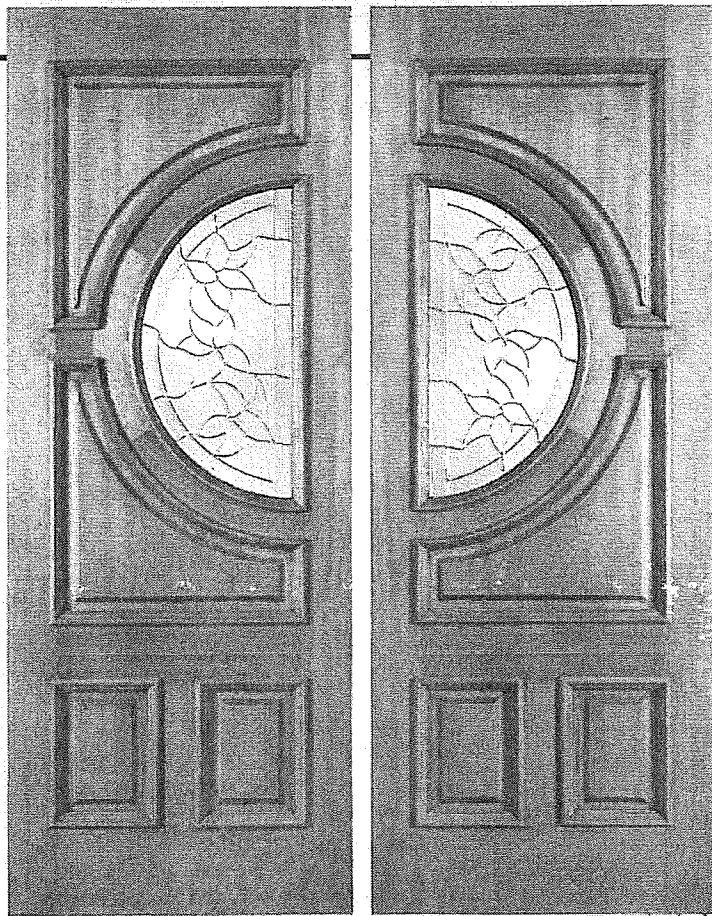


These are the color choices

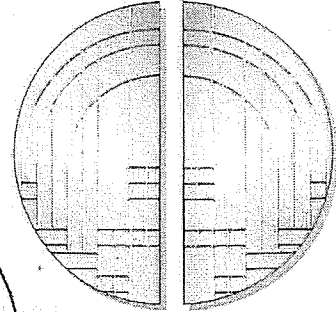
Escon Corporation: 7222 E. Gage Avenue, Commerce, CA 90040

Tel: (562) 927-3456 • (800) 368-7850 • Fax: (562) 927-1717 • Visit Our Website @ www.escondoor.com

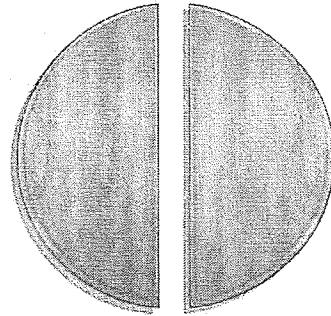
Doors By Escon



May be too costly



M535Y/TGZ
Available in Black



M535PP

Triple Glazed Brass

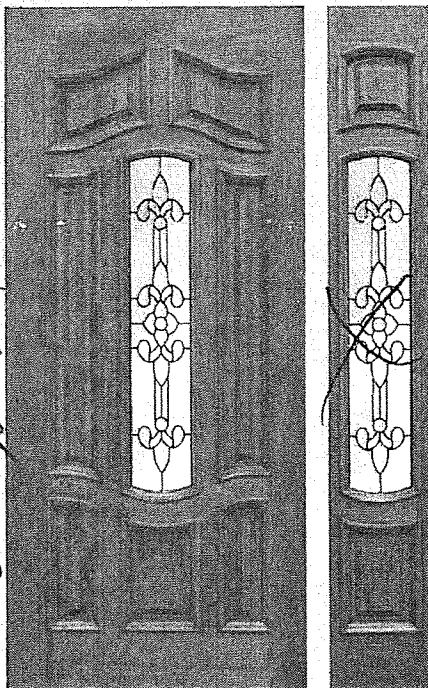
M535S/TGB

Available in Black



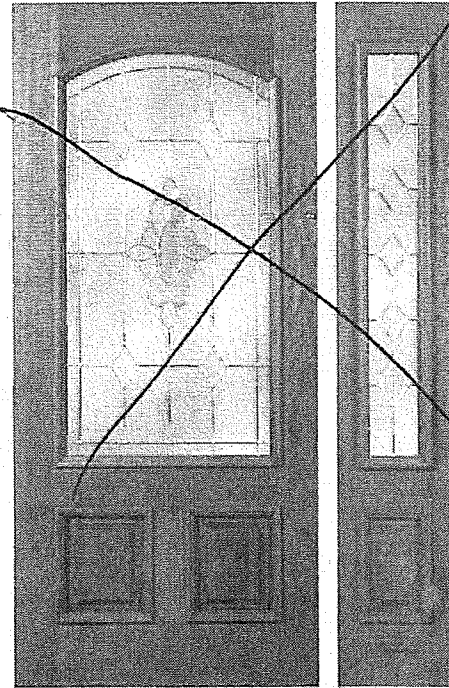
M510L/TGP
Available in Black
Brass and Zinc

acceptable

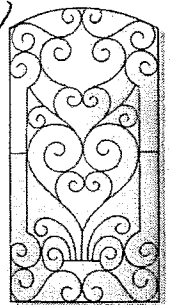


M510U/TGP

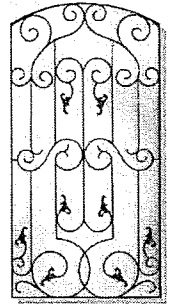
Available in Black and Brass



M525A/TGB



M525S/TGI
Wrought Iron
Granite Background



M525W/TGI
Wrought Iron
Granite Background

Approved Condominium Front Door Replacement or Refinishing
Approved condominium Screen Doors

ENTRY DOORS

Replacement or refinishing of front door is optional.

1. Stain-grade wooden or fiberglass doors with appropriate stain color only. No steel doors allowed. Owner may use any door manufacturer as long as above policy is met. Photos are available of acceptable door styles. **NO PAINTED ENTRY DOORS ALLOWED.**
2. Stain-grade wooden or fiberglass doors with windows are also acceptable. Owner may use any door manufacturer as long as the following policy is met. Windows must be at the top of the door with clear or tinted glass. See sample photos of acceptable window styles. **NO FULL, OVAL, OR HALF GLASS DOORS ARE ALLOWED. NO PAINTED ENTRY DOORS ALLOWED.**
3. **Signed Statement of Responsibility by Condo Owner.** The homeowner is required to sign a statement accepting full responsibility for any damage due to water or accidental damage to stucco.
4. Stain used for refinishing entry doors may be light or medium oak, mahogany, or walnut. Sample colors are available upon request. **NO PAINTED ENTRY DOORS ALLOWED.**

SCREEN DOORS

1. Screen door color must be black, beige, or copper tone. Photo samples are available.

Approved Condominium Garage Door Windows – Seagate Village

Some condo owners asked about window panels on garage doors. The Architectural Committee has researched garage door windows and herewith is the policy on garage door windows.

1. Garage door windows are optional.
2. Only the upper panel may be replaced with windows.
3. Window must be “full view long style.”
4. Clear or tinted glass. No other style acceptable.
5. The paint on panel must match existing garage door color.
6. Owners are responsible for any damage to trim or stucco caused by upper panel replacement.

Garage door company to be used is Clopay. They have 3 dealers in San Diego County.

See copy of sample garage doors with windows and the addresses of local dealers.

Seagate Village Homeowners Association

c/o CHAMPS, a Division of AAM, LLC

3520 Seagate Way, Suite 100

Oceanside, CA 92056-2681

(760) 603-0501

(760) 603-0505 fax

Request for Annual Notice of Address, Representative and Rental Status

Civil Code, Section 4041 requires each owner of a separate interest to provide written notice to the Association of all the following information annually. Please provide the information in the form below and return the completed form to the address listed above within 30 days. If the requested information is not provided, the property address in the community will be used for notices.

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

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

3. 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 from the property.

4. Is the property: _____ Owner-occupied _____ Rented out

5. Member's Name _____

Property Address _____

6. Return form to: Seagate Village Homeowners Association

c/o CHAMPS/AAM, LLC

3520 Seagate Way, Suite 100

Oceanside, CA 92056-2681

Seagate Village Community Association
c/o CHAMPS/The Kelly Group
5731 Palmer Way • Suite B
Carlsbad, California 92010
(760)603-0501 • FAX (760)603-0505

COMPLAINT FORM

Date: _____

Alleged Violator:

Name: _____ Vehicle License #: _____

Address: _____ Unit #: _____

Description of Violation (Specify Rule/Regulation, Restriction you believe was violated).

Date, Time and Location of Violation: _____

Additional Facts or Comments (Description of Dog, Cat, Vehicle, etc.):

Complainant:

This complaint may be used as evidence in a hearing or lawsuit. I understand by filing this complaint I may be called to testify before the Board or a court of law.

Name: _____ Signature: _____
Please Print

Address: _____ Phone No.: _____ Day
_____ Phone No.: _____ Evening

Seagate Village Homeowners Association

c/o CHAMPS, a Division of AAM, LLC

3520 Seagate Way, Suite 100
Oceanside, CA 92056-2681
(760)603-0501 FAX (760)603-0505

May 27, 2020

TO: ALL OWNERS
SUBJ: EMAIL DISTRIBUTION

Dear Owner,

In the interest of a substantial economic savings to the Association and a more efficient method of noticing the membership your Board has discussed and approved sending communications such as newsletters and special notices via email instead of by hard-copy mailing. This will substantially reduce the cost of mailing & postage.

Providing the following information indicates your approval to use your email address for distribution of newsletters and special notices. Please complete this form and return it as soon as possible for inclusion in the master list.

The tenant information provided will be used for distribution of materials in addition to your personal email. If you have not provided updated information, please contact the office for a new tenant form. Emails will only be used for HOA distribution of information and will not be distributed for any other purpose.

I do not use email; please continue to mail me a hard copy.

Thank you for participating in this cost saving operational change for your community.

Please provide the following information:

Tenant Information:

Name: _____

Name: _____

Address: _____

Address: _____

E-Mail: _____

E-Mail: _____

Phone: _____

Phone: _____

Do not hesitate to contact CHAMPS/AAM at 760-603-0501 and ask for Judi McMahan or email her at jmcmahan@associatedasset.com with any questions.

Sincerely,
Board of Directors
Seagate Village HOA