

Seagate Village Community Association

C/o CURTIS MANAGEMENT COMPANY, INC.
5050 Avenida Encinas, Suite 160
Carlsbad, California 92008

(858) 587-9844

May 2021

Dear Homeowner,

This letter is written on behalf of the Seagate Village Community Association Board of Directors. Enclosed is the following information pertinent to the 2021-2022 fiscal year:

Civil Code §	Title
5300(b)-(b)(1)	Pro Forma Operating Budget for fiscal year 2021-2022 prepared on a modified accrual basis.
5300(b)(2) & 5565	Summary of the Association's Reserves prepared in 2021
5300(b)(3) & 5550(b)(5)	Summary of the Board-adopted Reserve Funding Plan for 2021-2022
5300(b)(6)	Statement of Mechanism for Funding Reserves to Repair or Replace Major Components
5300(b)(7)	Statement Addressing Procedures Used to Calculate and Establish Reserves
5570	Assessment and Reserve Funding Disclosure Summary
5300(b)(9)	Summary of the Association's Insurance Information
5300(b)(10)(11)	FHA and VA Statement
5655 & 5730	Statement of Assessment Collection Policies and Address for Overnight Payment of Assessments
5600-5730	Statement of Association's Policies and Practices in Enforcing Lien Rights
5850	Statement of Association's Discipline Policy and Schedule of Penalties - N/A
5900 - 5965	Summary of Association's Dispute Resolution Procedures (ADR and IDR)
4765	Summary of Procedures for Architectural Review
5300(b)(4)	Statement of Deferral/Decision to Not Undertake Repair or Replacement of Major Component(s)
5300(b)(5)	Statement of Anticipated Special Assessment(s)
5300(b)(8)	Statement of Association(s) Outstanding Loans
4035	Statement of Name and Address of Person Designated to Receive Official Communications to Association
4040	Statement of Members' Ability to Have Notices Sent to up to Two Different Addresses
4045	Statement of the Posting Location for General Notices
4045	Notice of Members' Right to Receive General Notices by Individual Delivery
4950	Notice of Members' Right to Minutes
4530	Statement of Charges For Escrow Documents through www.homewisedocs.com
4041	Annual Request for Owner's Address for Association Communications
5220	Opt-Out Form

With the new fiscal year for your Association, your Board of Directors has reviewed the operating budget with the goal of providing efficient operations and funding adequate reserves to meet long-term requirements. Based on this review, the Board has determined that the monthly dues need to be increased to **\$420.00** per month for condos and **\$120.00** for patio homes in order to maintain the financial integrity of your Association and to meet the ongoing maintenance costs. The Board will continue to practice fiscal restraint while striving to maintain and improve upon the property values of the Association.

No special assessments are anticipated at this time for the upcoming 2021-2022 fiscal year.

If you pay your assessment automatically through your bank or with Zego Paylease, please remember to change the payment to the new amount of **\$420.00 (Condo)** per month or **\$120.00 (Patio)** per month starting with the **July 1, 2021** payment. If you have automatic draft through our company, the amount will automatically be updated.

The enclosed items are being provided to you in compliance with State Law. 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.

A complete copy of the reserve study is available. Should you wish to obtain a copy, please feel free to contact our office by calling (858) 587-9844. Owners may also request copies of meeting minutes at a reasonable rate for the copying, and handling charge.

Respectfully,



Allison Lucy, CMCA
Community Association Manager

Enclosures

**SEAGATE VILLAGE COMMUNITY ASSOCIATION
APPROVED BUDGET
JULY 1, 2021 ~ JUNE 30, 2022**

ACCT #	DESCRIPTION	2021 MONTHLY	2021 ANNUAL
INCOME			
4110	HOMEOWNER DUES (127 Patio - \$120.00)	15,240.00	182,880.00
4110	HOMEOWNER DUES (78 Condo - \$420.00)	32,760.00	393,120.00
TOTAL INCOME		\$ 48,000.00	\$ 576,000.00
EXPENSES			
GENERAL & ADMINISTRATIVE			
5115	REVIEW EXPENSE & 1099's	250.00	3,000.00
5120	RESERVE STUDY	267.00	3,204.00
5150	INSURANCE	475.00	5,700.00
5151	INSURANCE CONDO	1,167.00	14,004.00
5155	LEGAL EXPENSE - GENERAL	167.00	2,004.00
5156	LEGAL EXPENSE - CONDO	250.00	3,000.00
5157	LEGAL EXPENSE - PATIO	167.00	2,004.00
5158	MISC. OPERATING EXPENSES	167.00	2,004.00
5160	OFFICE EXPENSE/POSTAGE & PRINTING	400.00	4,800.00
5165	PROFESSIONAL MANAGEMENT	2,600.00	31,200.00
5175	MINUTES	87.00	1,044.00
5190	PERMITS & LICENSES	50.00	600.00
5195	TAXES - FEDERAL & STATE	8.00	96.00
Total General & Administrative		\$ 6,055.00	\$ 72,660.00
COMMON AREA			
5216	JANITORIAL SERVICE & SUPPLIES	247.00	2,964.00
5226	TREE MAINTENANCE	833.00	9,996.00
5227	LANDSCAPE ADDITIONS/REPLACEMENTS	1,000.00	12,000.00
5228	LANDSCAPE MAINTENANCE CONTRACT	9,625.00	115,500.00
5244	PEST CONTROL TERMITE	-	-
5245	PEST CONTROL CONDO	330.00	3,960.00
5250	PLUMBING REPAIRS & SUPPLIES	156.00	1,872.00
5256	REPAIR & MAINTENANCE - COMMON AREA	217.00	2,604.00
5258	REPAIR & MAINTENANCE - CONDO	550.00	6,600.00
5260	REPAIR & MAINTENANCE - PATIO	17.00	204.00
5520	POOL MAINTENANCE SERVICE	275.00	3,300.00
5530	POOL SPA SUPPLIES & REPAIR	542.00	6,504.00
Total Common Area		\$ 13,792.00	\$ 165,504.00
UTILITIES & SERVICES			
5285	GAS	667.00	8,004.00
5290	ELECTRICITY	805.00	9,660.00
5295	WATER & SEWER	3,750.00	45,000.00
5390	TELEPHONE	250.00	3,000.00
5430	TRASH - CONDO	1,750.00	21,000.00
Total Utilities & Services:		\$ 7,222.00	\$ 86,664.00
TOTAL OPERATING EXPENSE:		\$ 27,069.00	\$ 324,828.00
RESERVES			
RESERVE ALLOCATIONS			
8100	PATIO RESERVES	3,516.00	42,192.00
8125	CONDO RESERVES	14,915.00	178,980.00
8150	RECREATION RESERVES	2,500.00	30,000.00
RESERVE ALLOCATION		\$ 20,931.00	\$ 251,172.00
TOTAL OPERATING AND RESERVES		\$ 48,000.00	\$ 576,000.00

**Seagate Village Community Association - Condos
Reserve Study - Funding Calculations
June 30, 2021**

US Dollars

Inflation Rate = 3.00%

Year	Future Value Current Replacement Cost	Future Value of Annual Reserve Requirement	Future Value of Current Deficit	(Option II) Future Dollar Base Annual Contribution	(Option III) Average of 1st Five Years of Option II
0	1,461,440	85,183	457,660		
2022	1,505,283	87,738	471,390	405,630	198,026
2023	1,550,442	90,370	485,532	145,716	198,026
2024	1,596,955	93,082	500,098	146,566	198,026
2025	1,644,864	95,874	515,100	145,641	198,026
2026	1,694,210	98,750	530,553	146,578	198,026
2027	1,745,036	101,713	546,470	147,542	147,542
2028	1,797,387	104,764	562,864	148,248	148,248
2029	1,851,308	107,907	579,750	149,280	149,280
2030	1,906,848	111,144	597,143	143,549	143,549
2031	1,964,053	114,479	615,057	145,269	145,269
2032	2,022,975	117,913	633,509	142,737	142,737
2033	2,083,664	121,450	652,514	144,599	144,599
2034	2,146,174	125,094	672,089	135,736	135,736
2035	2,210,559	128,847	692,252	138,776	138,776
2036	2,276,876	132,712	713,019	142,107	142,107
2037	2,345,182	136,693	734,410	145,537	145,537
2038	2,415,538	140,794	756,442	148,503	148,503
2039	2,488,004	145,018	779,136	152,247	152,247
2040	2,562,644	149,369	802,510	156,104	156,104
2041	2,639,523	153,850	826,585	160,077	160,077
2042	2,718,709	158,465	851,383	163,302	163,302
2043	2,800,270	163,219	876,924	167,588	167,588
2044	2,884,278	168,116	903,232	172,003	172,003
2045	2,970,807	173,159	930,329	176,550	176,550
2046	3,059,931	178,354	958,239	181,234	181,234
2047	3,151,729	183,704	986,986	185,681	185,681
2048	3,246,281	189,216	1,016,595	189,216	189,216
2049	3,343,669	194,892	1,047,093	194,892	194,892
2050	3,443,979	200,739	1,078,506	200,739	200,739
2051	3,547,298	206,761	1,110,861	206,761	206,761

See Accountant's Report

Seagate Village Community Association - Condos
Projected Additional Assessment Requirement Under Current Budget
June 30, 2021

Inflation Rate = 3.00%
 # of Units = 78

US Dollars

Actual Beginning Cash Balance\	Year	Beginning Cash in Reserves	Current Budgeted Annual Funding	Annual Scheduled Disbursements	Projected End Cash in Reserves Before Special Assessment Requirement	Additional Assessment Required	Projected Ending Cash in Reserves
Current Budgeted Annual Funding	0	236,513	154,341	n/a	n/a	YES	n/a
Additional Assessments							
Per Unit	Unit/Month						
277	23					21,625	
-	-	236,513	158,971	417,109	(21,625)	-	163,740
-	-	-	163,740	-	163,740	-	320,974
-	-	163,740	168,653	11,419	320,974	-	494,686
-	-	320,974	173,712	-	494,686	-	673,610
-	-	494,686	178,924	-	673,610	-	820,849
-	-	673,610	184,291	37,051	820,849	-	973,478
-	-	820,849	189,820	37,191	973,478	-	926,026
-	-	973,478	195,515	242,967	926,026	-	1,127,406
-	-	926,026	201,380	-	1,127,406	-	1,128,859
-	-	1,127,406	207,421	205,969	1,128,859	-	1,290,608
-	-	1,128,859	213,644	51,895	1,290,608	-	1,013,185
-	-	1,290,608	220,053	497,476	1,013,185	-	1,170,731
-	-	1,013,185	226,655	69,109	1,170,731	-	1,404,185
-	-	1,170,731	233,455	-	1,404,185	-	1,644,643
-	-	1,404,185	240,458	-	1,644,643	-	1,779,986
-	-	1,644,643	247,672	112,329	1,779,986	-	2,035,088
-	-	1,779,986	255,102	-	2,035,088	-	2,297,843
-	-	2,035,088	262,755	-	2,297,843	-	2,515,455
-	-	2,297,843	270,638	53,026	2,515,455	-	2,229,550
-	-	2,515,455	278,757	564,663	2,229,550	-	1,949,447
-	-	2,229,550	287,120	567,222	1,949,447	-	2,245,180
-	-	1,949,447	295,733	-	2,245,180	-	2,529,162
-	-	2,245,180	304,605	20,624	2,529,162	-	2,842,905
-	-	2,529,162	313,743	-	2,842,905	-	3,020,564
-	-	2,842,905	323,156	145,497	3,020,564	-	2,836,242
-	-	3,020,564	332,850	517,172	2,836,242	-	2,839,999
-	-	2,836,242	342,836	339,080	2,839,999	-	3,193,120
-	-	2,839,999	353,121	-	3,193,120	-	3,556,834
-	-	3,193,120	363,715	-	3,556,834	-	3,731,211
-	-	3,556,834	374,626	200,249	3,731,211	-	
Totals			7,563,122	4,090,049		21,625	

Annual Funding Increase % = 3.00%
 Annual Disbursement Inflation Increase % = 3.00%

The above schedule will assist in the answering question #3 and #4 in the new budget disclosure requirement of California Civil Code. This requirement requests that 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 or No. If No, must indicate what additional assessments are needed. The year and amount per unit must be disclosed.

See Accountant's Report

**Seagate Village Community Association - Patio Homes
Reserve Study - Funding Calculations
June 30, 2021**

US Dollars

Inflation Rate = 3.00%

Units = 127

COMPONENT	Current Replacement Cost	Estimated Usfl Life	Rmng Life	Current Annual Reserve Requirement	Current Accumulated Reserve Requirement	Projected Cash In Reserves	Current Deficit	Future Replacement Cost	(Option I) Recommended Annual Contribution
PAINTING/STAINING:									
Wood Fencing	4,850	5	1	970	3,880	3,880	-	4,996	970
ASPHALT & CONCRETE SURFACES:									
Asphalt Overlay - I	122,110	30	12	4,070	73,266	73,266	-	174,100	4,070
Asphalt Overlay - II	111,630	30	13	3,721	63,257	63,257	-	163,932	3,721
Seal/Stripe/Repair - I	29,220	5	1	5,844	23,376	23,376	-	30,097	5,844
Seal/Stripe/Repair - II	7,310	5	1	1,462	5,848	5,848	-	7,529	1,462
Concrete Repairs	21,220	10	1	2,122	19,098	19,098	-	21,857	2,122
FENCING, GATES & RAILS:									
Vinyl Fencing (50%)	24,400	30	23	813	5,693	5,693	-	48,156	813
Vinyl Fencing (50%)	40,580	30	24	1,353	8,116	8,116	-	82,491	1,353
Wood Fence Repairs	7,210	5	1	1,442	5,768	5,768	-	7,426	1,442
Wood Fencing (50%)	5,810	20	14	291	1,743	1,743	-	8,788	291
CONTINGENCY:									
	N/A			N/A	15,526	15,526	-	N/A	N/A
Totals	<u>374,340</u>			<u>22,088</u>	<u>225,571</u>	<u>225,571</u>	-	<u>549,371</u>	<u>22,088</u>

Percent Funded = 100.0%

Current Deficit Per Unit = \$ -

(* Note: Projected Cash in Reserves of \$225,571 as of 06/30/21 equals actual cash of \$218,927 as of 04/30/21 plus budgeted allocations of \$6,644 (2mo x \$3,322) for the remaining two months of the fiscal year ended 06/30/21.

See Accountants Report

**Seagate Village Community Association - Patio Homes
Reserve Study - Funding Calculations
June 30, 2021**

US Dollars

Inflation Rate = 3.00%

<u>Year</u>	<u>Future Value Current Replacement Cost</u>	<u>Future Value of Annual Reserve Requirement</u>
0	374,340	22,088
2022	385,570	22,750
2023	397,137	23,433
2024	409,051	24,136
2025	421,323	24,860
2026	433,963	25,606
2027	446,982	26,374
2028	460,391	27,165
2029	474,203	27,980
2030	488,429	28,820
2031	503,082	29,684
2032	518,174	30,575
2033	533,719	31,492
2034	549,731	32,437
2035	566,223	33,410
2036	583,210	34,412
2037	600,706	35,444
2038	618,727	36,508
2039	637,289	37,603
2040	656,407	38,731
2041	676,100	39,893
2042	696,383	41,090
2043	717,274	42,323
2044	738,792	43,592
2045	760,956	44,900
2046	783,785	46,247
2047	807,298	47,634
2048	831,517	49,063
2049	856,463	50,535
2050	882,157	52,051
2051	908,621	53,613

See Accountant's Report

**Seagate Village Community Association - Patio Homes
 Projected Additional Assessment Requirement Under Current Budget
 June 30, 2021**

Inflation Rate = 3.00%
 # of Units = 127

US Dollars

	Year	Beginning Cash in Reserves	Current Budgeted Annual Funding	Annual Scheduled Disbursements	Projected End Cash in Reserves Before Special Assessment Requirement	Additional Assessment Required	Projected Ending Cash in Reserves
Actual Beginning Cash Balance\	0	225,571	39,508	n/a	n/a	n/a	n/a
Current Budgeted Annual Funding	0						
Additional Assessments							
	Per Unit	Unit/Month					
-	-	2022	225,571	40,693	71,904	194,360	194,360
-	-	2023	194,360	41,914	-	236,274	236,274
-	-	2024	236,274	43,171	-	279,445	279,445
-	-	2025	279,445	44,467	-	323,912	323,912
-	-	2026	323,912	45,801	-	369,713	369,713
-	-	2027	369,713	47,175	58,019	358,868	358,868
-	-	2028	358,868	48,590	-	407,458	407,458
-	-	2029	407,458	50,048	-	457,506	457,506
-	-	2030	457,506	51,549	-	509,055	509,055
-	-	2031	509,055	53,095	-	562,150	562,150
-	-	2032	562,150	54,688	96,633	520,205	520,205
-	-	2033	520,205	56,329	174,100	402,434	402,434
-	-	2034	402,434	58,019	163,932	296,521	296,521
-	-	2035	296,521	59,759	8,788	347,492	347,492
-	-	2036	347,492	61,552	-	409,044	409,044
-	-	2037	409,044	63,399	77,973	394,470	394,470
-	-	2038	394,470	65,301	-	459,771	459,771
-	-	2039	459,771	67,260	-	527,031	527,031
-	-	2040	527,031	69,278	-	596,308	596,308
-	-	2041	596,308	71,356	-	667,664	667,664
-	-	2042	667,664	73,497	129,867	611,293	611,293
-	-	2043	611,293	75,701	-	686,995	686,995
-	-	2044	686,995	77,972	48,156	716,812	716,812
-	-	2045	716,812	80,312	82,491	714,633	714,633
-	-	2046	714,633	82,721	-	797,354	797,354
-	-	2047	797,354	85,203	104,789	777,767	777,767
-	-	2048	777,767	87,759	-	865,526	865,526
-	-	2049	865,526	90,391	-	955,918	955,918
-	-	2050	955,918	93,103	-	1,049,021	1,049,021
-	-	2051	1,049,021	95,896	-	1,144,917	1,144,917
		Totals		1,935,998	1,016,652	-	

Annual Funding Increase % = 3.00%
 Annual Disbursement Inflation Increase % = 3.00%

The above schedule will assist in the answering question #3 and #4 in the new budget disclosure requirement of California Civil Code. This requirement requests that 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 or No. If No, must indicate what additional assessments are needed. The year and amount per unit must be disclosed.

See Accountant's Report

**Seagate Village Community Association - Condos
Reserve Study - Funding Calculations
June 30, 2021**

US Dollars

Inflation Rate = 3.00%

Units = 78

COMPONENT	Current Replacement Cost	Estimated Usfl Life	Rmng Life	Current Annual Reserve Requirement	Current Accumulated Reserve Requirement	Projected Cash In Reserves	Current Deficit	Future Replacement Cost	(Option I)
									Recommended Annual Contribution
ASPHALT & CONCRETE SURFACES:									
Asphalt Overlay - I	70,760	30	10	2,359	47,173	16,073	31,101	95,096	5,469
Asphalt Overlay - II	73,280	30	1	2,443	70,837	24,135	46,702	75,478	49,145
Seal/Stripe/Repair - I	8,850	5	1	1,770	7,080	2,412	4,668	9,116	6,438
Seal/Stripe/Repair - II	9,160	5	1	1,832	7,328	2,497	4,831	9,435	6,663
Concrete Repairs	10,450	10	3	1,045	7,315	2,492	4,823	11,419	2,653
FENCING, GATES & RAILS:									
Vinyl Fence (50%)	10,490	30	20	350	3,497	1,191	2,305	18,946	465
Vinyl Fence/Mt Vista	27,850	30	20	928	9,283	3,163	6,120	50,300	1,234
Wood Fence 100%	6,370	20	13	319	2,230	760	1,470	9,355	432
Wood Fence 50%	9,930	20	11	497	4,469	1,522	2,946	13,745	764
Wood Fence Repair	196,270	25	12	7,851	102,060	34,773	67,287	279,834	13,458
LIGHTING:	42,440	20	16	2,122	8,488	2,892	5,596	68,104	2,472
MISCELLANEOUS:									
Landscape Renovate	39,250	30	25	1,308	6,542	2,229	4,313	82,181	1,481
Mailboxes	8,270	20	1	414	7,857	2,677	5,180	8,518	5,593
Signage	3,470	15	6	231	2,082	709	1,373	4,143	460
Termite Treatment	82,500	10	10	8,250	-	-	-	110,873	8,250
PAINTING & REPAIRS:									
Stucco Paint	164,310	12	8	13,693	54,770	18,661	36,109	208,143	18,206
Stucco Repair 5%	27,490	12	8	2,291	9,163	3,122	6,041	34,824	3,046
Wood Fence Paint	9,550	5	1	1,910	7,640	2,603	5,037	9,837	6,947
Bldg/Wood Repair	212,250	30	26	7,075	28,300	9,642	18,658	457,736	7,793
Wood Trim Paint	30,240	6	1	5,040	25,200	8,586	16,614	31,147	21,654
ROOFING:									
BuiltUp Roof Garage	152,650	15	12	10,177	30,530	10,402	20,128	217,642	11,854
Concrete Tile 25%	225,340	20	1	11,267	214,073	72,937	141,136	232,100	152,403
Gutter/Downspout 25%	40,270	20	1	2,014	38,257	13,034	25,222	41,478	27,236
Totals	1,461,440			85,183	694,173	236,513	457,660	2,079,450	354,114

(*)

Percent Funded = 34.1%

Current Deficit Per Unit = \$ 5,867

(*) Note: Projected Cash in Reserves of \$236,513 as of 06/30/21 equals actual cash of \$213,961 as of 04/30/21 plus budgeted allocations of \$22,552 (2x \$11,276) for the remaining two months of the fiscal year ended 06/30/21.

See Accountants Report

**Seagate Village Community Association - Recreation
Reserve Study - Funding Calculations
June 30, 2021**

US Dollars

Inflation Rate = 3.00%

Units = 205

COMPONENT	Current Replacement Cost	Estimated Usfl Life	Rmng Life	Current Annual Reserve Requirement	Current Accumulated Reserve Requirement	Projected Cash In Reserves	Current Deficit	Future Replacement Cost	(Option I)
									Recommended Annual Contribution
FENCING & GATES:									
Chain L/ Park 25%	5,260	30	1	175	5,085	1,389	3,695	5,418	3,871
Chain L/ Park 75%	15,790	30	1	526	15,264	4,170	11,093	16,264	11,620
Chain Fence Tennis	13,370	30	1	446	12,924	3,531	9,393	13,771	9,839
Kynar Trellis - Pool	14,850	25	12	594	7,722	2,110	5,612	21,173	1,062
W. Iron Park Area	3,740	20	11	187	1,683	460	1,223	5,177	298
W. Iron Pool Area	29,920	20	1	1,496	28,424	7,766	20,658	30,818	22,154
LANDSCAPING:									
Reclaimed Water Irrig.	73,280	20	20	3,664	-	-	-	132,352	3,664
Backflow Devices (A)	6,370	20	2	319	5,733	1,566	4,167	6,758	2,402
Backflow Devices (B)	6,370	20	6	319	4,459	1,218	3,241	7,606	859
Backflow Devices (C)	4,240	20	10	212	2,120	579	1,541	5,698	366
Control Valves	3,820	3	1	1,273	2,547	696	1,851	3,935	3,124
Electric Pedestals (A)	12,350	20	5	618	9,263	2,531	6,732	14,317	1,964
Electric Pedestals (B)	12,350	20	9	618	6,793	1,856	4,937	16,114	1,166
Electric Pedestals (C)	8,230	20	13	412	2,881	787	2,094	12,086	573
12 Station Clocks	1,060	12	2	88	883	241	642	1,125	409
24 Station Clocks	8,760	12	3	730	6,570	1,795	4,775	9,572	2,322
26 Station Clocks	1,970	12	2	164	1,642	449	1,193	2,090	761
32 Station Clocks	2,120	12	3	177	1,590	434	1,156	2,317	562
LIGHTING:									
Flood Fixtures	1,040	20	14	52	312	85	227	1,573	68
Post Mount Fixtures	20,880	20	14	1,044	6,264	1,711	4,553	31,583	1,369
MICELLANEOUS:									
Sidewalk Repairs	5,300	20	14	265	1,590	434	1,156	8,017	348
Tot Lots Replace	29,710	20	1	1,486	28,225	7,711	20,513	30,601	21,999
Tot Lots - Sand	9,760	10	1	976	8,784	2,400	6,384	10,053	7,360
Water Heater	1,160	10	1	116	1,044	285	759	1,195	875
PAINTING & REPAIRS:									
Chain Link-Tennis	2,080	10	1	208	1,872	511	1,361	2,142	1,569
Post Fixtures	2,260	8	1	283	1,978	540	1,437	2,328	1,720
Stucco Surfaces	1,620	12	1	135	1,485	406	1,079	1,669	1,214
W. Iron Fence	5,410	4	1	1,353	4,058	1,109	2,949	5,572	4,301
POOL & SPA:									
Deck System-ReCoat	3,030	4	1	758	2,273	621	1,652	3,121	2,409
Deck System/Surface	7,430	16	10	464	2,786	761	2,025	9,985	667
Pool & Spa Mastic	3,930	8	1	491	3,439	940	2,499	4,048	2,990
Pool Filter	1,990	10	1	199	1,791	489	1,302	2,050	1,501
Pool Furnishings	5,840	10	1	584	5,256	1,436	3,820	6,015	4,404
Pool Heater	3,090	10	9	309	309	84	225	4,032	334
Pool Pumps/Motors	1,330	8	1	166	1,164	318	846	1,370	1,012
Pool Srfc/Tile/Coplng	18,570	12	1	1,548	17,023	4,651	12,372	19,127	13,919
Restrooms Refurb	2,120	10	1	212	1,908	521	1,387	2,184	1,599
Spa Filter	1,390	8	1	174	1,216	332	884	1,432	1,058
Spa Heater	4,980	10	10	498	-	-	-	6,693	498
Spa Pumps/Motors	1,330	8	1	166	1,164	318	846	1,370	1,012
Spa Boost Pmp/Mtr	1,330	6	3	222	665	182	483	1,453	383
Spa Surface/Tile	5,200	8	1	650	4,550	1,243	3,307	5,356	3,957
CONCRETE TILE ROOF	7,430	35	23	212	2,547	696	1,851	14,664	293
SECURITY SYSTEMS	19,470	16	7	1,217	10,952	2,992	7,960	23,946	2,354
TENNIS CT RESURFACE	7,960	5	1	1,592	6,368	1,740	4,628	8,199	6,220
Totals	399,490			27,395	234,601	64,096	170,505	516,365	152,446

(*)

Percent Funded = 27.3%

Current Deficit Per Unit = \$ 832

(*) Note: Projected Cash in Reserves of \$64,096 as of 06/30/21 equals actual cash of \$59,602 as of 04/30/21 plus budgeted allocations of \$4,494 (2x \$2,247) for the remaining months of the fiscal year ended 06/30/21.

See Accountants Report

**Seagate Village Community Association - Recreation
Reserve Study - Funding Calculations
June 30, 2021**

US Dollars

Inflation Rate =

3.00%

Year	Future Value	Future Value	Future Value	(Option II)	(Option III)
	Current	of Annual		of Current	Future Dollar
	Replacement	Reserve	of Current	Base	1st Five
	Cost	Requirement	Deficit	Annual	Years of
				Contribution	Option II
0	399,490	27,395	170,505		
2022	411,475	28,216	175,621	165,849	68,373
2023	423,819	29,063	180,889	46,862	68,373
2024	436,534	29,935	186,316	44,106	68,373
2025	449,630	30,833	191,905	42,243	68,373
2026	463,118	31,758	197,662	42,807	68,373
2027	477,012	32,711	203,592	41,769	41,769
2028	491,322	33,692	209,700	41,716	41,716
2029	506,062	34,703	215,991	40,916	40,916
2030	521,244	35,744	222,471	41,632	41,632
2031	536,881	36,816	229,145	41,593	41,593
2032	552,988	37,920	236,019	41,913	41,913
2033	569,577	39,058	243,100	42,621	42,621
2034	586,665	40,230	250,393	42,810	42,810
2035	604,264	41,437	257,905	43,521	43,521
2036	622,392	42,680	265,642	43,866	43,866
2037	641,064	43,960	273,611	44,965	44,965
2038	660,296	45,279	281,819	46,097	46,097
2039	680,105	46,637	290,274	47,263	47,263
2040	700,508	48,036	298,982	48,464	48,464
2041	721,523	49,478	307,952	49,701	49,701
2042	743,169	50,962	317,190	51,174	51,174
2043	765,464	52,491	326,706	52,691	52,691
2044	788,428	54,065	336,507	54,254	54,254
2045	812,081	55,687	346,602	55,687	55,687
2046	836,443	57,358	357,000	57,358	57,358
2047	861,537	59,079	367,710	59,079	59,079
2048	887,383	60,851	378,742	60,851	60,851
2049	914,004	62,677	390,104	62,677	62,677
2050	941,424	64,557	401,807	64,557	64,557
2051	969,667	66,494	413,861	66,494	66,494

See Accountant's Report

**Seagate Village Community Association - Recreation
Projected Additional Assessment Requirement Under Current Budget
June 30, 2021**

Inflation Rate = 3.00%
of Units = 205

US Dollars

Actual Beginning Cash Balance\ Current Budgeted Annual Funding	Year	Beginning Cash in Reserves	Current Budgeted Annual Funding	Annual Scheduled Disbursements	Projected End Cash in Reserves Before Special Assessment Requirement	Additional Assessment Required	Projected Ending Cash in Reserves
	0	64,096	29,653	n/a	n/a	YES	n/a
Additional Assessments							
		Per Unit	Unit/Month				
		407	34				
	2022	64,096	30,543	178,036	(83,397)	83,397	-
	2023	-	31,459	9,972	21,486	-	21,486
	2024	21,486	32,403	13,342	40,547	-	40,547
	2025	40,547	33,375	4,299	69,622	-	69,622
	2026	69,622	34,376	24,101	79,897	-	79,897
	2027	79,897	35,407	17,111	98,193	-	98,193
	2028	98,193	36,469	28,644	106,019	-	106,019
	2029	106,019	37,564	-	143,582	-	143,582
	2030	143,582	38,690	53,039	129,234	-	129,234
	2031	129,234	39,851	27,510	141,575	-	141,575
	2032	141,575	41,047	47,964	134,658	-	134,658
	2033	134,658	42,278	21,173	155,764	-	155,764
	2034	155,764	43,546	59,740	139,570	-	139,570
	2035	139,570	44,853	45,756	138,667	-	138,667
	2036	138,667	46,198	19,023	165,843	-	165,843
	2037	165,843	47,584	18,903	194,524	-	194,524
	2038	194,524	49,012	39,470	204,065	-	204,065
	2039	204,065	50,482	-	254,548	-	254,548
	2040	254,548	51,997	12,117	294,428	-	294,428
	2041	294,428	53,557	141,346	206,638	-	206,638
	2042	206,638	55,163	186,606	75,195	-	75,195
	2043	75,195	56,818	19,525	112,488	-	112,488
	2044	112,488	58,523	53,089	117,922	-	117,922
	2045	117,922	60,278	-	178,200	-	178,200
	2046	178,200	62,087	126,129	114,158	-	114,158
	2047	114,158	63,949	53,462	124,645	-	124,645
	2048	124,645	65,868	27,122	163,391	-	163,391
	2049	163,391	67,844	8,740	222,495	-	222,495
	2050	222,495	69,879	56,275	236,100	-	236,100
	2051	236,100	71,976	22,379	285,696	-	285,696
	Totals		1,453,076	1,314,873		83,397	

Annual Funding Increase % = 3.00%
Annual Disbursement Inflation Increase % = 3.00%

The above schedule will assist in the answering question #3 and #4 in the new budget disclosure requirement of California Civil Code. This requirement requests that 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 or No. If No, must indicate what additional assessments are needed. The year and amount per unit must be disclosed.

See Accountant's Report

SEAGATE VILLAGE COMMUNITY ASSOCIATION

INSURANCE INFORMATION FOR OWNERS

The Master Policy for Association property and liability coverage is carried by:

**Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services
(858) 452-2200**

IT IS THE RESPONSIBILITY OF EACH OWNER TO INDIVIDUALLY OBTAIN ADEQUATE COVERAGE FOR HIS/HER OWN PERSON OR PROPERTY. OWNERS ARE STRONGLY ENCOURAGED TO REVIEW THEIR INDIVIDUAL POLICIES WITH THEIR OWN INSURANCE PROVIDERS RELATIVE TO THE ASSOCIATION'S POLICY TO AVOID DEFICIENT OR DUPLICATIVE COVERAGE.

Seagate Village Community Association does not carry flood or earthquake insurance.

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.

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.



SEAGVIL-02

SZUNIGA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2020

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

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

PRODUCER Assured Partners of CA Insurance Services, LLC dba: Wateridge Insurance Services 10717 Sorrento Valley Road San Diego, CA 92121	CONTACT NAME: PHONE (A/C, No, Ext): (858) 452-2200 FAX (A/C, No): (858) 452-6004 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Nationwide Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER C : PA. Manufacturers Assoc Ins Co</td> <td style="text-align: center;">12262</td> </tr> <tr> <td>INSURER D : Philadelphia Indemnity Ins Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nationwide Insurance Company		INSURER B : Federal Insurance Company	20281	INSURER C : PA. Manufacturers Assoc Ins Co	12262	INSURER D : Philadelphia Indemnity Ins Co	18058	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER E :															
INSURER F :															
INSURED Seagate Village Community Asso 3520 Seagate Way Suite 100 Oceanside, CA 92056															

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 INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> D&O \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACP3057174544	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP3057174544	7/15/2020	7/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			G71859678	7/15/2020	7/15/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A If yes, describe under DESCRIPTION OF OPERATIONS below			2020010629386Y	7/15/2020	7/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime (Includes Burg			PCAC011091-0120	7/15/2020	7/15/2021	10,000 Deductible \$ 1,500,000
A	Property			ACP3057174544	7/15/2020	7/15/2021	25,000 Deductible \$ 17,876,700

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 100% Replacement Cost & Walls-In Property Coverage Excluding Improvements and Betterments for 78 Condo Units; Property and Liability coverage also included for association common areas.

The property manager, Champs/ A Division of AAM, LLC, is additional insured on the crime coverage.

CERTIFICATE HOLDER**CANCELLATION**

Proof of insurance	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
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SEAGATE VILLAGE COMMUNITY ASSOCIATION
ANNUAL CIVIL CODE §5300 FHA AND VA STATEMENT

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 / is not (circle one)] a condominium project. The Association of this common interest development [is / is not (circle one)] certified by the Federal Housing Administration.

DEPARTMENT OF VETERANS AFFAIRS - VA

Certification by the Federal Department of Veteran 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 / is not (circle one)] a condominium project. The Association of this common interest development [is / is not (circle one)] certified by the Federal Department of Veterans Affairs.

**SEAGATE VILLAGE COMMUNITY ASSOCIATION
COLLECTION POLICY**

1. Assessments are due the first (1st) day of each month. In compliance with Civil Code §5655 all payments are applied first to the oldest assessments owed, then when those are paid in full, payments shall be applied to the fees and costs of collection, then attorney's fees, then late charges or interest. The billing statement is a courtesy provided to homeowners: assessments are due whether you receive a bill or not. Neither the Board of Directors nor Management can be responsible for lost or slow movement of mail.
2. Checks returned by the bank will bear a \$25.00 service charge assessed to the owner's account.
3. Any assessment not paid within thirty (30) days after the due date shall be delinquent and shall incur a late charge of 6% per annum. In addition, the Association shall be entitled to recover its reasonable costs incurred in collecting delinquent assessments, including reasonable attorney's fees.
4. Not less than sixty (60) days after the due date, the Board may forward the delinquent account to the Association's lien service or attorney for collection. A Fair Debt Collection letter will be sent to the delinquent owner. If payment is not received within thirty (30) days after the Fair Debt Collection letter has been sent, a Pre-lien letter will be sent to the delinquent owner. The delinquent owner shall bear all costs and attorney fees associated with collecting the delinquent sum.
5. The attorney shall be authorized to use its discretion in the manner of collecting the delinquent assessment, including but not limited to correspondence with the owner and recording of an assessment lien. With Board approval, such lien may be foreclosed by judicial or non-judicial procedures, not less than 30 days after recordation, and for all liens recorded after January 1, 2006, in compliance with Civil Code §5705 and §5720. With Board approval, the Board reserves the right to seek collection of delinquent assessments, late charges, interest, fees and costs in Small Claims Court.
6. After filing of a lien, a delinquent owner who disputes the assessment may choose to pay under protest the entire disputed assessment, late charges, interest, fees and costs within 30 days. This must be done in writing and sent by certified mail with the payment. The Association will then provide notice to the owner that the dispute may be resolved through alternative dispute resolution, civil action, or other procedures. This option is available up to two times per year or up to three times in five years.

Important Notice: If your separate interest is placed in foreclosure because you are behind in your assessments, it may be sold without court action.

7. Upon payment in full of all sums owing to the Association, including costs and attorney fees, the Association shall cause a "release" to be filed with respect to any lien that may have been recorded.
8. 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 §4040 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 include the association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the association shall only be required to send notices to the indicated secondary address from the point the association receives the request.

Please be advised, debtors have certain rights under the Federal Fair Debt Collection Practices Act. The Association may use an agent for the purposes of collection of debts. Any information provided to the Association or its agents will be used for the purpose of collection of the debt. Debtors have thirty (30) days from the date of the Intent to Lien Notice to contest and seek verification of the debt. The act does not prohibit the Association from continuing its efforts to collect the debt during the thirty (30) days. Thus, the Association will proceed with the lien as stated in this policy, unless the debtor seeks verification of the debt within thirty (30) days of the notice. If the debtor seeks verification of the debt within thirty (30) days of the notice, the Association will stay collection efforts during that period of time it is providing the required information.

Payments on delinquent accounts may be sent overnight to:
Seagate Village Community Association
C/o Curtis Management Company
5050 Avenida Encinas, Suite 160, Carlsbad, CA 92008

SEAGATE VILLAGE COMMUNITY ASSOCIATION
STATEMENT OF ASSOCIATION'S POLICIES AND PRACTICES IN ENFORCING LIEN RIGHTS

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 §5730 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. (§5600-§5730 of the Civil Code)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (§5610 and §5650 of the Civil Code)

The association must comply with the requirements of §5650 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. (§5650 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide to 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. (§5650 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. (§5650 of the Civil Code)

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

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (§5650 of the Civil Code) An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by 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 Civil Code §5658. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Civil Code §5670, 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 collections, if it is established that the assessment was paid properly on time. (§5650 of the Civil Code)

MEETINGS AND PAYMENT PLANS

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

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

SEAGATE VILLAGE COMMUNITY ASSOCIATION

STATEMENT OF ASSOCIATION'S DISCIPLINE POLICY AND SCHEDULE OF PENALTIES

Reporting

Residents and Tenants may report violations of the Association's CC&Rs and Rules and Regulations to the Property Management Company in writing by electronic or regular mail and a violation letter will be sent to the offending owner. To report vandalism, residents are requested to call the Sheriff's office and/or write a letter to the management company.

Verification / Notification

At the time a violation is noted / reported, the Board of Directors is notified to verify the reported issue as being a violation. Upon confirmation, the following action will begin as follows:

1. Owners or Tenants
2. If the violation continues for a six-month period, the owner will be called to a hearing at the next regularly scheduled meeting to explain the reason for non-compliance.

Fine Structure

Fines for all violations of the CC&Rs or Rules and Regulations are \$50.00.

**SEAGATE VILLAGE COMMUNITY ASSOCIATION
INFORMATION FOR OWNERS REGARDING THE LAW ON DISPUTES BETWEEN
HOMEOWNER ASSOCIATIONS AND ASSOCIATION MEMBERS**

Dear Homeowner:

Amended in January 2005, California Civil Code §5900 through §5965 requires certain types of disputes between homeowner associations and their members, or between members themselves, to be submitted to arbitration or mediation (collectively called "Alternative Dispute Resolution"). This law first went into effect January 1, 1994 and prohibits the filing of a lawsuit until after certain conditions have been met. This law will affect you if you have a dispute with the Association or with another homeowner.

The law applies only to disputes regarding the Association's "governing documents", which include the CC&R's, By-Laws, Articles of Incorporation, and Rules and Regulations. Further, it applies only to two types of cases. The first type of case is "declaratory relief." In this type of case a party is asking the court to declare or interpret the parties' rights or obligations under one or more of the governing documents. The second type of case is "injunctive relief". Here, a party is asking the court to order the other party to do something, or to stop doing something. Either type of case may also include a claim for money damages as long as it does not exceed \$5,000.00. The new law does not apply to cases that seek only monetary damages, or to cases involving assessments.

The Alternative Dispute Resolution procedure is commenced by serving upon the other party an offer to submit the dispute to arbitration or mediation. The offer is called a "Request for Resolution". The law requires that this document contain certain mandatory language.

The party receiving a Request for Resolution has thirty (30) days to respond. If the party accepts it, the arbitration or mediation must be completed within ninety days. If the offer is refused, the other party may then file its lawsuit. Refusing arbitration or mediation does carry a risk. If the court awards attorneys' fees and costs, it may consider the party's refusal to participate in arbitration or mediation when considering the amount of the award.

The law contains a number of other technical provisions and requirements, and it should be read in its entirety and discussed with your own legal counsel. It does, however, require the Association to quote the following language in this letter:

"Failure by any member of the Association to comply with the alternative dispute requirements 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 enforcement of the governing documents or the applicable law."

Sincerely,

Seagate Village Community Association

Board of Directors

SEAGATE VILLAGE COMMUNITY ASSOCIATION INTERNAL DISPUTE RESOLUTION PROCEDURES

Seagate Village Community Association Property (“the Association”) will continue to provide a fair, reasonable, and expeditious procedure for resolving disputes between an Association and any Member of the Association involving the Member’s rights, duties, or liabilities under the Davis-Stirling Act, the Nonprofit Mutual Benefit Corporation Law, or under the governing documents of the Common Interest Development or Association. The procedures for dispute resolution, as now set forth in *California Civil Code §5900 through §5965*, are as follows:

1. Either party to the dispute may deliver a written request to the other party seeking to meet and confer in an effort to resolve the dispute.
2. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's Board of Directors shall designate up to two Members of the Board of Directors 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.
6. A written agreement reached using these procedures will bind the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
 - (a) The agreement is not in conflict with law or the governing documents of the common interest development or Association.
 - (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
7. A Member of the Association shall not be charged a fee to participate in this process.

Seagate Village Community Association

c/o Curtis Management
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008
Ph 760-643-2200

REQUEST FOR ARCHITECTURAL COMMITTEE APPROVAL

Homeowner Information

Name:	<input type="checkbox"/> CONDO <input type="checkbox"/> PATIO HOME
Unit Address:	Date:
Email:	Phone:

Architect, Engineer or Owner's Representative (if applicable)

Name:	Email:
Address:	Phone:

Description of Improvement

List description of materials, color scheme, and location of the improvement relative to lot lines. Attach an extra sheet if required.

Neighbor Impact Awareness

The intent is to advise your neighbors adjacent, facing, or impacted by the improvement to your unit. Neighbors must sign this form and may add their comments on a separate sheet.

Name:	<input type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE
Unit Address:	Phone:
Signature:	

Name:	<input type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE
Unit Address:	Phone:
Signature:	

Name:	<input type="checkbox"/> APPROVE <input type="checkbox"/> DISAPPROVE
Unit Address:	Phone:
Signature:	

The Architectural Committee is hereby advised that the following work is proposed, and approval is requested. Where building permits for home improvements are required by the City of Encinitas, the cost and responsibility for obtaining the permits, and subsequent inspections of modifications, will be the responsibility of the applicant. Any damage to or relocation of existing sprinkler system, underground utilities or other structures is also the responsibility of the homeowner.

Attached are the following:

- Plans and specifications including drawings of the work to be done.
- Photos of the existing condition to be modified.

We, the applicants, understand and agree that:

- No work shall commence until written approval of the Committee has been received.
- The requested modification must begin within 6 months of the approval date.
- If any changes are made to the original plans, a new request must be submitted and approved.

Signature:	Date:
Signature:	Date:

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

Do Not Complete – Architectural Review Committee Only

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

<input type="checkbox"/> Approved
<input type="checkbox"/> Conditional Approval:
<input type="checkbox"/> Disapproval:
<input type="checkbox"/> Pending further information:

Signature:	Date:
Signature:	Date:
Signature:	Date:

Date Returned:	Via:
----------------	------

The Association must provide for the right of appeal at an open meeting of the Board of Directors unless the denial was by the Board or a body that has the same membership as the Board.

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

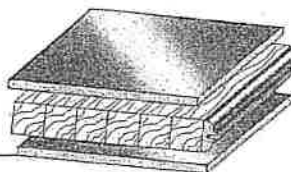
DOOR FEATURES

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.

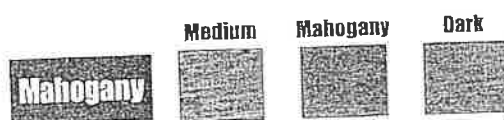


Escon Doors Displaying the BTS symbol is your assurance of a door made with State-of-the-art construction techniques. All BTS Door Stiles are constructed with fused, solid wood pieces and laminated with a solid 5mm thick clear face for superior appearance and strength. Look for the BTS symbol on our 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:

Moorish Teak



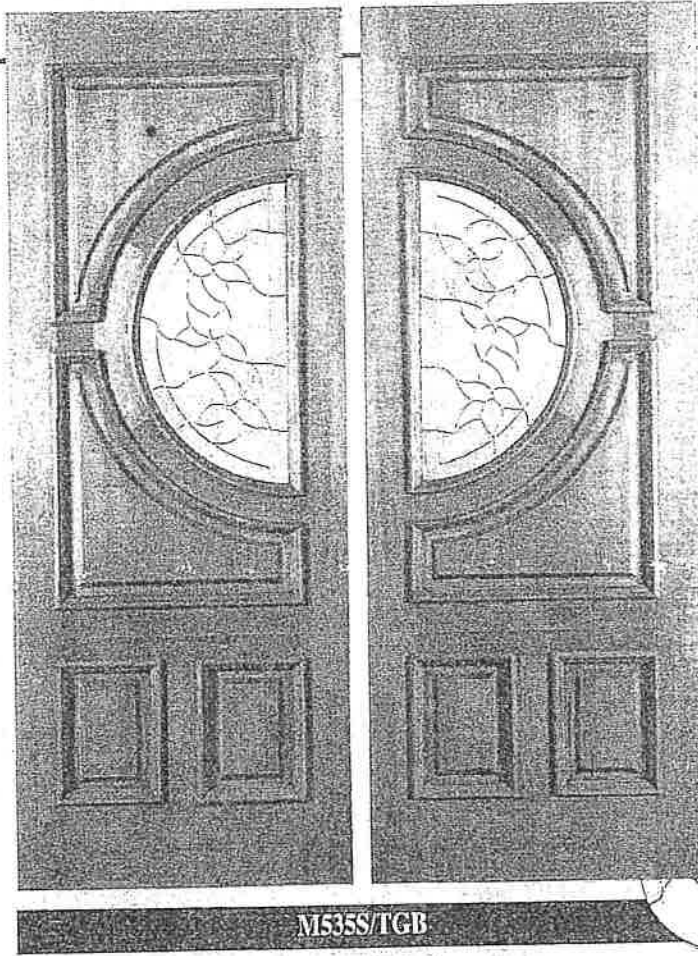
Not Recommended For Use In Direct Sunlight

The 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

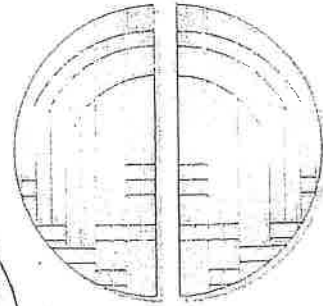
Doors By Escon



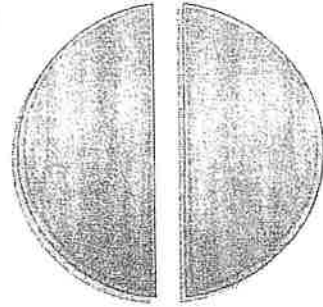
M535S/TGB

Available in Black

may be too costly



M535Y/TGZ
Available in Black



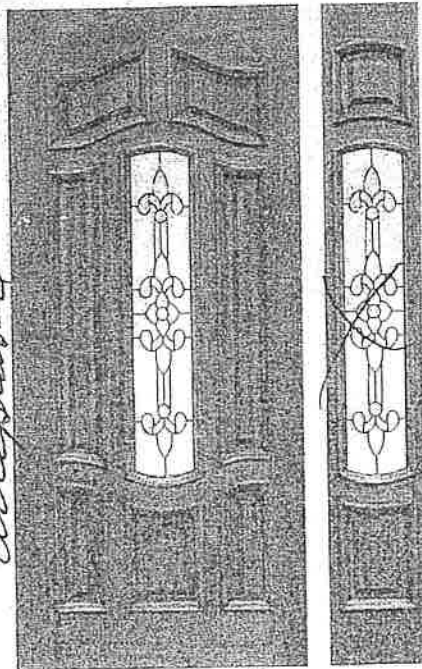
M535PP

Triple Glazed Brass



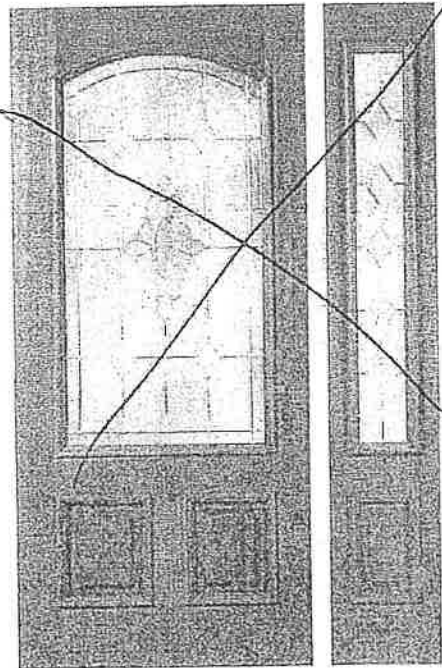
M510L/TGP
Available in Black
Brass and Zinc

acceptable

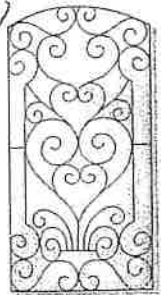


M510U/TGP

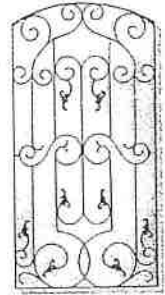
Available in Black and Brass



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 COMMUNITY ASSOCIATION
ANNUAL POLICY STATEMENT CIVIL CODE §5310 ADDITIONAL DISCLOSURES**

STATEMENT OF ASSOCIATION OUTSTANDING LOANS [CIV. CODE SECTION §5300(B)(8)]

The Association does not have any outstanding loans with an original term of more than one year.

DESIGNATED AGENT FOR RECEIPT OF ASSOCIATION MAIL [CIV. CODE SECTION §4035]

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

*Patrick Campbell, Managing Agent
Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008
(760) 643-2200*

SECONDARY ADDRESSES FOR OWNERS [CIV. CODE §4040]

As provided in Civil Code §4040(b) owners have a right to receive (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures 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 §4035 and §5260.

POSTING LOCATION OF GENERAL NOTICES [CIV. CODE §4045]

The location designated for posting of a General Notice may be found at the median on Santa Helena.

INDIVIDUAL DELIVERY NOTICE [CIV. CODE §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 [CIV. CODE §4950]

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

In order to make a request for a copy of minutes, members should contact the property manager via e-mail, fax and/or in writing.

ITEMS DEFERRED FOR MAINTENANCE, REPAIR OR REPLACEMENT [CIV. CODE §5300(B)(4)]

In accordance with Civil Code §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.

**ANNUAL REQUEST FOR OWNER'S ADDRESS
FOR ASSOCIATION COMMUNICATION**

Seagate Village Community Association
c/o Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008

Account #: SG-

Dear Homeowner,

Please note that Civil Code §4041 requires owners to provide the below information to the Association annually. Please complete this form and return it to the Association. You may return this form with your assessment payment or mail it to the address noted above.

Please PRINT Legibly

(1) Names of Owner(s)

(2) Address of property (Lot/Unit) within Association

(3) The address or addresses to which notices from the Association are to be delivered. **Please understand that your billing statement and all notices will be mailed to this address.**

(4) An alternate or secondary address to which notices from the Association are to be delivered. **You are not required to designate a secondary address.** If you designate a secondary address, this address **will only be used to send assessment collection notices and the annual budget report/ annual policy statement.**

(5) The name and address of the owner's legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest.

Attorney: _____

Person with Power of Attorney _____

(A copy of the power of attorney must be provided.)

Other Contact in the Event of Prolonged Absence _____

(6) Please mark answers to the questions below:

Owner-occupied? Yes No

Rented or Leased? Yes No

Vacant? Yes No

Undeveloped Land? Yes No

Please note that pursuant to Civil Code §4041, if you fail to provide the information for notices as set forth in paragraphs (3) and (4), the last address provided in writing by the owner or, if none, the property address will be used for delivery of all Association communications.

Seagate Village
Board of Directors

Seagate Village Community Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

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:

<u>Cathleen Wetherby</u>	<u>Operations Manager</u>	<u>Curtis Management Company</u>	<u>1-12-2021</u>
Print Name	Position or Title	Association or Agent	Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$25.00	
Bylaws	Section 4525(a)(1)	\$10.00	
Operating Rules	Section 4525(a)(1)	\$5.00	
Age Restrictions, if any	Section 4525(a)(2)		
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$10.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$25.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		
Insurance Summary	Sections 5300 and 4525 (a)(3)		
Regular Assessment	Section 4525(a)(4)		
Special Assessment	Section 4525(a)(4)	\$0.00	
Emergency Assessment	Section 4525(a)(4)		

Seagate Village Community Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		
Required Statement of Fees	Section 4525	\$165.00	
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$45.00	
Total fees for these documents:		\$ \$295.00	

*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** shall be charged separately.

Buyer and Seller may negotiate who pays document and disclosure fees.

The management company was not paid a referral fee by HomeWiseDocs as part of this transaction.

This is the minimum document offering required to meet CA statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: The fees listed are an estimate and the actual fees charged for the documents may be different than this amount. Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

**SEAGATE VILLAGE COMMUNITY ASSOCIATION
OWNER OPT OUT**

PROPERTY ADDRESS: _____

If you wish to opt-out of sharing your information with other members, please complete this form and mail it to:

Seagate Village Community Association
c/o Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008

Or

Email to: ALucy@CurtisManagement.com

I wish to have my name, property address, mailing address (if separate from my property address within the Association), and email address excluded from the Association's membership list, and accept to be contacted by another Owner via the Association's selection of an alternative process pursuant to the California Civil Code and Corporations Code.

Owner Name(s): _____

Mailing Address: _____

Home Phone No.: _____ Cell No.: _____

Owner's Email Address: _____

Owner(s) Signature _____ Date _____