

# Seagate Village Community Association

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

760-643-2200

May 2023

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 2023-2024 fiscal year:

Civil Code §	Title
5300(b)-(b)(1)	Pro Forma Operating Budget for fiscal year 2023-2024 prepared on a modified accrual basis.
5300(b)(2) & 5565	Summary of the Association's Reserves prepared in 2023
5300(b)(3) & 5550(b)(5)	Summary of the Board-adopted Reserve Funding Plan for 2023-2024
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 <a href="http://www.homewisedocs.com">www.homewisedocs.com</a>
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 **\$460.00** per month for condos and **\$145.00** for patio homes in order to maintain the financial integrity of your Association and to meet the ongoing maintenance costs. The Association has sustained an increase in the contractor prices as well as inflation for the condos. 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 2023-2024 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 **\$460.00 (Condo)** per month or **\$145.00 (Patio)** per month starting with the **July 1, 2023** 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 760-643-2200. Owners may also request copies of meeting minutes at a reasonable rate for the copying, and handling charge.

Respectfully,

***Board of Directors***  
***Seagate Village Community Association***

Enclosures

**SEAGATE VILLAGE COMMUNITY ASSOCIATION**

**APPROVED BUDGET**

**JULY 1, 2023 ~ JUNE 30, 2024**

ACCT #	DESCRIPTION	MONTHLY	ANNUAL
<b>INCOME</b>			
4110	HOMEOWNER DUES (127 Patio - \$145.00)	18,415.00	220,980.00
4110	HOMEOWNER DUES (78 Condo - \$460.00)	35,880.00	430,560.00
<b>TOTAL INCOME</b>		<b>\$ 54,295.00</b>	<b>\$ 651,540.00</b>
<b>EXPENSES</b>			
<b>GENERAL &amp; ADMINISTRATIVE</b>			
5115	REVIEW EXPENSE & 1099's	209.00	2,508.00
5120	RESERVE STUDY	125.00	1,500.00
5150	INSURANCE - GENERAL	3,185.00	38,220.00
5151	INSURANCE CONDO	873.00	10,476.00
5155	LEGAL EXPENSE - GENERAL	99.00	1,188.00
5158	MISC. OPERATING EXPENSES	215.00	2,580.00
5160	OFFICE EXPENSE/POSTAGE & PRINTING	787.00	9,444.00
5165	PROFESSIONAL MANAGEMENT	2,600.00	31,200.00
5175	MINUTES	30.00	360.00
5190	PERMITS & LICENSES	52.00	624.00
5195	TAXES - FEDERAL & STATE	8.00	96.00
<b>Total General &amp; Administrative</b>		<b>\$ 8,183.00</b>	<b>\$ 98,196.00</b>
<b>COMMON AREA</b>			
5216	JANITORIAL SERVICE & SUPPLIES	250.00	3,000.00
5225	FIRE PREVENTION - CONDO	62.00	744.00
5226	TREE MAINTENANCE	1,202.00	14,424.00
5227	LANDSCAPE ADDITIONS/REPLACEMENTS	1,417.00	17,004.00
5228	LANDSCAPE MAINTENANCE CONTRACT	11,329.00	135,948.00
5245	PEST CONTROL CONDO	467.00	5,604.00
5250	PLUMBING REPAIRS & SUPPLIES	167.00	2,004.00
5256	REPAIR & MAINTENANCE - COMMON AREA	700.00	8,400.00
5258	REPAIR & MAINTENANCE - CONDO	584.00	7,008.00
5260	REPAIR & MAINTENANCE - PATIO	17.00	204.00
5460	MONITORING/SECURITY	275.00	3,300.00
5520	POOL MAINTENANCE SERVICE	550.00	6,600.00
5530	POOL SPA SUPPLIES & REPAIR	1,084.00	13,008.00
<b>Total Common Area</b>		<b>\$ 18,104.00</b>	<b>\$ 217,248.00</b>
<b>UTILITIES &amp; SERVICES</b>			
5285	GAS	1,334.00	16,008.00
5290	ELECTRICITY	1,502.00	18,024.00
5295	WATER & SEWER	4,583.00	54,996.00
5390	TELEPHONE	88.00	1,056.00
5430	TRASH - CONDO	1,917.00	23,004.00
<b>Total Utilities &amp; Services:</b>		<b>\$ 9,424.00</b>	<b>\$ 113,088.00</b>
<b>TOTAL OPERATING EXPENSE:</b>		<b>\$ 35,711.00</b>	<b>\$ 428,532.00</b>
<b>RESERVES</b>			
<b>RESERVE ALLOCATIONS</b>			
8100	PATIO RESERVES	-	-
8125	CONDO RESERVES	18,167.00	218,004.00
8150	RECREATION RESERVES	417.00	5,004.00
<b>RESERVE ALLOCATION</b>		<b>\$ 18,584.00</b>	<b>\$ 223,008.00</b>
<b>TOTAL OPERATING AND RESERVES</b>		<b>\$ 54,295.00</b>	<b>\$ 651,540.00</b>

**Seagate Village Community Association - Condominiums  
Assessment and Reserve Funding Disclosure Summary  
For Period Beginning July 1, 2023**

- (1) The regular assessment per ownership interest is \$460.00 per unit per month for the year end June 30, 2024.
- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Assessment will be Due:	Amount/Unit/:	Purpose of Assessment:
None	N/A	N/A

(3) Based upon the most recent reserve study as of June 30, 2023 and other information available to the board of directors, will currently projected reserve account balances (based on inflation adjusted budgeted reserve allocations) be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes  No

(4) If answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Date Assessment is Needed:	Amount/Unit/Month:
See Attached Schedule	See Attached Schedule

(5) All major components with an assumed remaining life of 30 years or less are included in the reserve study and are included in its calculations. Items which have an assumed remaining life of more than 30 years may or may not be included in the reserve study or calculations. These may include, but are not limited to buildings, underground utilities, etc.

(6) Based on the current reserve study update, the projected reserve fund cash balance at the year ended June 30, 2023 is \$408,532. Based on the method of calculation in paragraph (4) of subdivision (b) of Calif. Civil Code, the estimated amount required in the reserve fund at the end of the current year end June 30, 2023 is \$843,625. Therefore, the percentage funded is 48.4%.

(7) Based on the method of calculation required in the Calif. Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is (a) below; the projected reserve fund cash balance in each of the next five years, taking into account only assessments already approved (adjusted for inflation) and other known revenues is (b) below; therefore, the percent funded at the end of the next five years is (c) below:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
(a) Required Reserve Fund	\$ 768,319	\$ 630,792	\$ 750,367	\$ 869,386	\$ 974,101
(b) Projected Reserve Fund	\$ 438,520	\$ 409,445	\$ 640,726	\$ 874,803	\$ 1,098,026
(c) Percent Funded	57.1%	64.9%	85.4%	100.6%	112.7%

If Option II of the reserve study is approved and implemented, the projected reserve fund balance in each of the next five years will be (d) below; leaving a percent fund of (e) below:

(d) Option II Balance	\$ 558,610	\$ 551,337	\$ 736,463	\$ 918,287	\$ 1,082,551
(e) % Funded to Required	72.7%	87.4%	98.1%	105.6%	111.1%

However, the civil code does not require the Association to fund reserves in accordance with these calculations.

NOTE: The financial representations set forth in this summary based on the best estimates of the preparer at that time. These estimates are based on the assumptions adopted by Management and the Board of Directors. The estimates are subject to change.

**Seagate Village Community Association – Patio Homes  
Assessment and Reserve Funding Disclosure Summary  
For Period Beginning July 1, 2023**

- (1) The regular assessment per ownership interest is \$145.00 per unit per month for the year end June 30, 2024.
- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Assessment will be Due:	Amount/Unit/:	Purpose of Assessment:
None	N/A	N/A

(3) Based upon the most recent reserve study as of June 30, 2023 and other information available to the board of directors, will currently projected reserve account balances (based on inflation adjusted budgeted reserve allocations) be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes \_\_\_\_\_ No   X  

(4) If answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Date Assessment is Needed:	Amount/Unit/Month:
See Attached Schedule	See Attached Schedule

(5) All major components with an assumed remaining life of 30 years or less are included in the reserve study and are included in its calculations. Items which have an assumed remaining life of more than 30 years may or may not be included in the reserve study or calculations. These may include, but are not limited to buildings, underground utilities, etc.

(6) Based on the current reserve study update, the projected reserve fund cash balance at the year ended June 30, 2023 is \$250,192. Based on the method of calculation in paragraph (4) of subdivision (b) of Calif. Civil Code, the estimated amount required in the reserve fund at the end of the current year end June 30, 2023 is \$250,192. Therefore, the percentage funded is 100.0%.

(7) Based on the method of calculation required in the Calif. Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is (a) below; the projected reserve fund cash balance in each of the next five years, taking into account only assessments already approved (adjusted for inflation) and other known revenues is (b) below; therefore, the percent funded at the end of the next five years is (c) below:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
(a) Required Reserve Fund	\$ 237,950	\$ 262,813	\$ 288,421	\$ 314,798	\$ 297,033
(b) Projected Reserve Fund	\$ 213,812	\$ 213,812	\$ 213,812	\$ 213,812	\$ 168,879
(c) Percent Funded	89.9%	81.4%	74.1%	67.9%	56.9%

If Option II of the reserve study is approved and implemented, the projected reserve fund balance in each of the next five years will be (d) below; leaving a percent fund of (e) below:

(d) Option II Balance	\$ 251,205	\$ 287,832	\$ 324,611	\$ 361,548	\$ 353,715
(e) % Funded to Required	105.6%	109.5%	112.5%	114.9%	119.1%

However, the civil code does not require the Association to fund reserves in accordance with these calculations.

NOTE: The financial representations set forth in this summary based on the best estimates of the preparer at that time. These estimates are based on the assumptions adopted by Management and the Board of Directors. The estimates are subject to change.

**Seagate Village Community Association - Condos  
Reserve Study - Executive Summary  
June 30, 2023**

US Dollars

Inflation Rate = 3.00%

# Units = 78

COMPONENT	Current Replacement Cost	Estimated		Current Annual Reserve Requirement	Current Accumulated Reserve Requirement	Projected Cash In Reserves	Current Deficit	Future Replacement Cost	(Option I)
		Usfl Life	Rmng Life						Recommended Annual Contribution
<b>ASPHALT &amp; CONCRETE SURFACES:</b>									
Asphalt Overlay - I	75,070	30	8	2,502	55,051	26,659	28,392	95,096	6,051
Asphalt Overlay - II	77,740	30	1	2,591	75,149	36,391	38,757	80,072	41,349
Seal/Stripe/Repair - I	9,390	5	5	1,878	-	-	-	10,886	1,878
Seal/Stripe/Repair - II	9,710	5	5	1,942	-	-	-	11,257	1,942
Concrete Repairs	11,080	10	1	1,108	9,972	4,829	5,143	11,412	6,251
<b>FENCING, GATES &amp; RAILS:</b>									
Vinyl Fence (50%)	11,120	30	18	371	4,448	2,154	2,294	18,931	498
Vinyl Fence/Mt Vista	29,550	30	18	985	11,820	5,724	6,096	50,307	1,324
Wood Fence 100%	6,760	20	11	338	3,042	1,473	1,569	9,357	481
Wood Fence 50%	10,540	20	9	527	5,797	2,807	2,990	13,752	859
Wood Fence Repair	208,220	25	10	8,329	124,932	60,499	64,433	279,830	14,772
LIGHTING:	45,020	20	14	2,251	13,506	6,540	6,966	68,097	2,749
<b>MISCELLANEOUS:</b>									
Landscape Renovate	41,640	30	23	1,388	9,716	4,705	5,011	82,180	1,606
Mailboxes	8,780	20	1	439	8,341	4,039	4,302	9,043	4,741
Signage	3,680	15	4	245	2,699	1,307	1,392	4,142	593
Termite Treatment	278,100	10	9	27,810	27,810	13,467	14,343	362,857	29,404
<b>PAINTING &amp; REPAIRS:</b>									
Stucco Paint	174,320	12	6	14,527	87,160	42,208	44,952	208,147	22,019
Stucco Repair 5%	29,160	12	6	2,430	14,580	7,060	7,520	34,819	3,683
Wood Fence Paint	10,140	5	1	2,028	8,112	3,928	4,184	10,444	6,212
Bldg/Wood Repair	225,180	30	24	7,506	45,036	21,809	23,227	457,745	8,474
Wood Trim Paint	32,080	6	1	5,347	26,733	12,946	13,788	33,042	19,134
<b>ROOFING:</b>									
BuiltUp Roof Garage	161,950	15	10	10,797	53,983	26,142	27,841	217,647	13,581
Concrete Tile 25%	239,060	20	2	11,953	215,154	104,190	110,964	253,619	67,435
Gutter/Downspout 25%	42,720	20	1	2,136	40,584	19,653	20,931	44,002	23,067
<b>Totals</b>	<b>1,741,010</b>			<b>109,427</b>	<b>843,625</b>	<b>408,532</b>	<b>435,093</b>	<b>2,366,685</b>	<b>278,101</b>

Percent Funded = 48.4%

Current Deficit Per Unit = \$ 5,578

(\* Note: Projected Cash in Reserves of \$408,532 as of 06/30/23 equals actual cash of \$392,080 as of 04/30/23 plus budgeted allocations of \$32,198 (2x \$16,099) less scheduled disbursements of \$15,746 for the remaining two months of the fiscal year ended 06/30/23.

**Seagate Village Community Association - Patio Homes  
Reserve Study - Executive Summary  
June 30, 2023**

US Dollars

Inflation Rate = 3.00%

# Units = 127

COMPONENT	Current Replacement Cost	Estimated Usfl Rmng Life Life		Current Annual Reserve Requirement	Current Accumulated Reserve Requirement	Projected Cash In Reserves	Current Deficit	Future Replacement Cost	(Option I) Recommended Annual Contribution
		Usfl Life	Rmng Life						
<b>PAINTING/STAINING:</b>									
Wood Fencing	5,150	5	1	1,030	4,120	4,120	-	5,305	1,030
<b>ASPHALT &amp; CONCRETE SURFACES:</b>									
Asphalt Overlay - I	129,540	30	10	4,318	86,360	86,360	-	174,091	4,318
Asphalt Overlay - II	118,430	30	11	3,948	75,006	75,006	-	163,935	3,948
Seal/Stripe/Repair - I	31,000	5	5	6,200	-	-	-	35,937	6,200
Seal/Stripe/Repair - II	7,760	5	5	1,552	-	-	-	8,996	1,552
Concrete Repairs	22,520	10	1	2,252	20,268	20,268	-	23,196	2,252
<b>FENCING, GATES &amp; RAILS:</b>									
Vinyl Fencing (50%)	25,880	30	21	863	7,764	7,764	-	48,144	863
Vinyl Fencing (50%)	43,050	30	22	1,435	11,480	11,480	-	82,488	1,435
Wood Fence Repairs	7,650	5	1	1,530	6,120	6,120	-	7,880	1,530
Wood Fencing (50%)	6,160	20	12	308	2,464	2,464	-	8,783	308
<b>CONTINGENCY:</b>	<b>N/A</b>			<b>N/A</b>	<b>36,610</b>	<b>36,610</b>	<b>-</b>	<b>N/A</b>	<b>N/A</b>
<b>Totals</b>	<b>397,140</b>			<b>23,435</b>	<b>250,192</b>	<b>250,192</b>	<b>-</b>	<b>558,754</b>	<b>23,435</b>

Percent Funded = 100.0%

Current Deficit Per Unit = \$ -

(\*) Note: Projected Cash in Reserves of \$250,192 as of 06/30/23 equals actual cash of \$273,548 as of 04/30/23 plus budgeted allocations of \$2,334 (2x \$1,167) less scheduled disbursements of \$25,690 for the remaining two months of the fiscal year ended 06/30/23.

**Seagate Village Community Association - Recreation  
Reserve Study - Executive Summary  
June 30, 2023**

US Dollars

Inflation Rate = 3.00%

COMPONENT	# Units = 205			Current Annual Reserve Requirement	Current Accumulated Reserve	Projected Cash In Reserves	Current Deficit	Future Replacement Cost	(Option I) Recommended Annual Contribution
	Current Replacement Cost	Estimated Usfl Life	Rmng Life						
<b>FENCING &amp; GATES:</b>									
Chain L/ Park 25%	5,580	30	1	188	5,394	2,073	3,321	5,747	3,507
Chain L/ Park 75%	16,750	30	1	558	16,192	6,223	9,969	17,253	10,527
Chain Fence Tennis	14,180	30	1	473	13,707	5,268	8,439	14,605	8,912
Kynar Trellis - Pool	15,760	25	10	830	9,456	3,634	5,822	21,180	1,213
W. Iron Park Area	3,970	20	9	199	2,184	839	1,344	5,180	348
W. Iron Pool Area	31,740	20	1	1,587	30,153	11,589	18,564	32,692	20,151
<b>LANDSCAPING:</b>									
Reclaimed Water Irrig.	77,740	20	18	3,887	7,774	2,988	4,786	132,347	4,153
Backflow Devices (A)	6,760	20	1	338	6,422	2,468	3,954	6,963	4,292
Backflow Devices (B)	6,760	20	4	338	5,408	2,079	3,329	7,608	1,170
Backflow Devices (C)	4,500	20	8	225	2,700	1,038	1,662	5,700	433
Control Valves	4,050	3	1	1,350	2,700	1,038	1,662	4,172	3,012
Electric Pedestals (A)	13,100	20	3	655	11,135	4,280	6,855	14,315	2,940
Electric Pedestals (B)	13,100	20	7	655	8,515	3,273	5,242	16,111	1,404
Electric Pedestals (C)	8,730	20	11	437	3,929	1,510	2,419	12,084	656
12 Station Clocks	1,120	12	1	93	1,027	395	632	1,154	725
24 Station Clocks	9,290	12	1	774	8,516	3,273	5,243	9,569	6,017
26 Station Clocks	2,090	12	1	174	1,916	736	1,179	2,153	1,354
32 Station Clocks	2,250	12	1	188	2,063	793	1,270	2,318	1,457
<b>LIGHTING:</b>									
Flood Fixtures	3,650	20	20	183	-	-	-	6,592	183
Post Mount Fixtures	22,160	20	12	1,108	8,864	3,407	5,457	31,595	1,563
<b>MICELLANEOUS:</b>									
Sidewalk Repairs	5,620	20	12	281	2,248	864	1,384	8,013	396
Tot Lots Replace	31,520	20	1	1,576	29,944	11,509	18,435	32,466	20,011
Tot Lots - Sand	10,350	10	1	1,035	9,315	3,580	5,735	10,661	6,770
Water Heater	1,230	10	1	123	1,107	425	682	1,267	805
<b>PAINTING &amp; REPAIRS:</b>									
Chain Link-Tennis	2,200	10	1	220	1,980	761	1,219	2,266	1,439
Post Fixtures	2,400	8	1	300	2,100	807	1,293	2,472	1,593
Stucco Surfaces	1,720	12	1	143	1,577	606	971	1,772	1,114
W. Iron Fence	5,740	4	1	1,435	4,305	1,655	2,650	5,912	4,085
<b>POOL &amp; SPA:</b>									
Deck System-ReCoat	3,210	4	1	803	2,408	925	1,482	3,306	2,285
Deck System/Surface	7,880	16	8	493	3,940	1,514	2,426	9,982	796
Pool & Spa Mastic	4,170	8	1	521	3,649	1,402	2,246	4,295	2,768
Pool Filter	2,110	10	1	211	1,899	730	1,169	2,173	1,380
Pool Furnishings	6,200	10	1	620	5,580	2,145	3,435	6,386	4,055
Pool Heater	3,280	10	7	328	984	378	606	4,034	415
Pool Pumps/Motors	1,410	8	1	178	1,234	474	760	1,452	936
Pool Srfc/Tile/Coping	19,700	12	1	1,642	18,058	6,941	11,118	20,291	12,759
Restrooms Refurb	2,250	10	1	225	2,025	778	1,247	2,318	1,472
Spa Filter	1,470	8	1	184	1,286	494	792	1,514	976
Spa Heater	5,280	10	8	528	1,056	406	650	6,889	609
Spa Pumps/Motors	1,410	8	1	176	1,234	474	760	1,452	936
Spa Boost Pmp/Mtr	1,410	8	1	235	1,175	452	723	1,452	958
Spa Surface/Tile	5,520	8	1	690	4,830	1,856	2,974	5,686	3,664
CONCRETE TILE ROOF	7,880	35	21	225	3,152	1,211	1,941	14,659	318
SECURITY SYSTEMS	20,650	16	5	1,291	14,197	5,456	8,740	23,939	3,039
TENNIS CT RESURFACE	8,450	5	1	1,690	6,760	2,598	4,162	8,704	5,852
<b>Totals</b>	<b>426,340</b>			<b>29,187</b>	<b>274,095</b>	<b>105,346</b>	<b>168,749</b>	<b>532,498</b>	<b>153,445</b>

Percent Funded = 38.4%

Current Deficit Per Unit = \$ 823

(\* Note: Projected Cash in Reserves of \$106,346 as of 06/30/23 equals actual cash of \$102,192 as of 04/30/23 plus budgeted allocations of \$5,000 (2x \$2,500) less scheduled disbursements of \$1,846 for the remaining two months of the fiscal year ended 06/30/23.



**Seagate Village Community Association - Condos**  
**Projected Additional Assessment Requirement Under Current Budget**  
**July 1, 2023**

Inflation Rate = 3.00%  
 # of Units = 78

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
<b>Additional Assessments</b>							
<b>Per Unit</b>	<b>Unit/Month</b>						
-	-	2024	408,532	218,004	188,016	438,520	438,520
-	-	2025	438,520	224,544	253,619	409,445	409,445
-	-	2026	409,445	231,280	-	640,726	640,726
-	-	2027	640,726	238,219	4,142	874,803	874,803
-	-	2028	874,803	245,365	22,142	1,098,026	1,098,026
-	-	2029	1,098,026	252,726	255,073	1,095,679	1,095,679
-	-	2030	1,095,679	260,308	39,454	1,316,533	1,316,533
-	-	2031	1,316,533	268,117	95,096	1,489,554	1,489,554
-	-	2032	1,489,554	276,161	376,610	1,389,105	1,389,105
-	-	2033	1,389,105	284,446	523,146	1,150,404	1,150,404
-	-	2034	1,150,404	292,979	38,731	1,404,653	1,404,653
-	-	2035	1,404,653	301,769	-	1,706,421	1,706,421
-	-	2036	1,706,421	310,822	47,111	1,970,132	1,970,132
-	-	2037	1,970,132	320,146	68,097	2,222,182	2,222,182
-	-	2038	2,222,182	329,751	29,757	2,522,175	2,522,175
-	-	2039	2,522,175	339,643	16,272	2,845,546	2,845,546
-	-	2040	2,845,546	349,832	-	3,195,379	3,195,379
-	-	2041	3,195,379	360,327	415,649	3,140,057	3,140,057
-	-	2042	3,140,057	371,137	550,355	2,960,839	2,960,839
-	-	2043	2,960,839	382,271	34,497	3,308,614	3,308,614
-	-	2044	3,308,614	393,739	135,281	3,567,072	3,567,072
-	-	2045	3,567,072	405,552	458,064	3,514,560	3,514,560
-	-	2046	3,514,560	417,718	82,180	3,850,098	3,850,098
-	-	2047	3,850,098	430,250	457,745	3,822,604	3,822,604
-	-	2048	3,822,604	443,157	446,247	3,819,514	3,819,514
-	-	2049	3,819,514	456,452	21,868	4,254,098	4,254,098
-	-	2050	4,254,098	470,148	-	4,724,244	4,724,244
-	-	2051	4,724,244	484,250	-	5,208,494	5,208,494
-	-	2052	5,208,494	498,777	680,199	5,027,072	5,027,072
-	-	2053	5,027,072	513,741	540,260	5,000,552	5,000,552
		<b>Totals</b>		10,371,631	5,779,610		

**Seagate Village Community Association - Patio Homes**  
**Projected Additional Assessment Requirement Under Current Budget**  
**July 1, 2023**

Inflation Rate = 3.00%  
 # of Units = 127  
 Living Units

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	250,192	n/a	n/a	n/a	YES	n/a
Current Budgeted Annual Funding								
Additional Assessments								
Per Unit	Unit/Month							
-	-	2024	250,192	-	36,380	213,812	-	213,812
-	-	2025	213,812	-	-	213,812	-	213,812
-	-	2026	213,812	-	-	213,812	-	213,812
-	-	2027	213,812	-	-	213,812	-	213,812
-	-	2028	213,812	-	44,933	168,879	-	168,879
-	-	2029	168,879	-	15,284	153,595	-	153,595
-	-	2030	153,595	-	-	153,595	-	153,595
-	-	2031	153,595	-	-	153,595	-	153,595
-	-	2032	153,595	-	-	153,595	-	153,595
572	48	2033	153,595	-	226,181	(72,586)	72,586	-
1,676	140	2034	-	-	212,826	(212,826)	212,826	-
69	6	2035	-	-	8,783	(8,783)	8,783	-
-	-	2036	-	-	-	-	-	-
-	-	2037	-	-	-	-	-	-
475	40	2038	-	-	60,387	(60,387)	60,387	-
162	13	2039	-	-	20,540	(20,540)	20,540	-
-	-	2040	-	-	-	-	-	-
-	-	2041	-	-	-	-	-	-
-	-	2042	-	-	-	-	-	-
551	46	2043	-	-	70,005	(70,005)	70,005	-
896	75	2044	-	-	113,850	(113,850)	113,850	-
650	54	2045	-	-	82,488	(82,488)	82,488	-
-	-	2046	-	-	-	-	-	-
-	-	2047	-	-	-	-	-	-
639	53	2048	-	-	81,155	(81,155)	81,155	-
217	18	2049	-	-	27,604	(27,604)	27,604	-
-	-	2050	-	-	-	-	-	-
-	-	2051	-	-	-	-	-	-
-	-	2052	-	-	-	-	-	-
741	62	2053	-	-	94,081	(94,081)	94,081	-
		Totals			1,094,497		844,305	

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

**Seagate Village Community Association - Recreation  
 Projected Additional Assessment Requirement Under Current Budget  
 July 1, 2023**

Inflation Rate = 3.00%  
 # of Units = 205  
 Living Units

US Dollars			Projected				Projected
			End Cash				Ending
			in Reserves				Cash in
			Beginning	Current	Annual	Before	Projected
			Cash in	Budgeted	Scheduled	Special	Ending
			Reserves	Annual	Disbursements	Assessment	Cash in
				Funding		Requirement	Reserves
Actual Beginning Cash Balance\	Year		105,346	n/a	n/a	n/a	n/a
Current Budgeted Annual Funding	0					YES	
<b>Additional Assessments</b>							
<b>Average Per Unit</b>	<b>Unit/Month</b>						
498	42	2024	105,346	5,004	212,468	(102,118)	-
-	-	2025	-	5,154	-	5,154	5,154
19	2	2026	5,154	5,309	14,315	(3,852)	-
33	3	2027	-	5,468	12,167	(6,699)	-
140	12	2028	-	5,632	34,315	(28,682)	-
21	2	2029	-	5,801	10,090	(4,289)	-
102	8	2030	-	5,975	26,860	(20,885)	-
79	7	2031	-	6,154	22,371	(16,217)	-
156	13	2032	-	6,339	38,230	(31,891)	-
98	8	2033	-	6,529	26,623	(20,094)	-
248	21	2034	-	6,725	57,473	(50,748)	-
159	13	2035	-	6,927	39,608	(32,681)	-
328	27	2036	-	7,135	74,278	(67,144)	-
-	-	2037	-	7,349	-	7,349	7,349
-	-	2038	7,349	7,569	-	14,918	14,918
-	-	2039	14,918	7,796	20,059	2,655	2,655
179	15	2040	2,655	8,030	47,288	(36,603)	-
649	54	2041	-	8,271	141,336	(133,065)	-
5	0	2042	-	8,519	9,574	(1,055)	-
-	-	2043	-	8,775	6,592	2,182	2,182
1,218	102	2044	2,182	9,038	260,981	(249,761)	-
-	-	2045	-	9,309	7,760	1,549	1,549
72	6	2046	1,549	9,588	25,854	(14,717)	-
97	8	2047	-	9,876	29,760	(19,884)	-
634	53	2048	-	10,172	140,199	(130,027)	-
38	3	2049	-	10,477	18,223	(7,746)	-
125	10	2050	-	10,792	36,385	(25,593)	-
100	8	2051	-	11,115	31,642	(20,527)	-
93	8	2052	-	11,449	30,447	(18,998)	-
-	-	2053	-	11,792	-	11,792	11,792
<b>Totals</b>				<b>238,067</b>	<b>1,374,898</b>		<b>1,043,277</b>
Annual Funding Increase % =			3.00%				
Annual Disbursement Inflation Increase % =			3.00%				

# SEAGATE VILLAGE COMMUNITY ASSOCIATION

## INSURANCE INFORMATION FOR HOMEOWNERS

For the Master Policy for property, Association Liability, and Directors and Officers Liability coverage, please refer to the enclosed certificate of insurance.

If you have questions, you are invited to call the Association's Agent who services this policy and has assisted the Association in the development of the limits of our insurance policies:

LABARRE/OKSNEE INSURANCE  
30 ENTERPRISE, SUITE 180  
ALISO VIEJO, CA 92656  
800-698-0711

**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.**

This summary of the Association's policies of insurance provides only certain information, as required by §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 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 injury 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 the deductible that applies. Association members should consult with their individual insurance brokers or agent for appropriate additional coverage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/26/2022

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

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

<b>PRODUCER</b> LaBarre/Oksnee Insurance 30 Enterprise, Suite 180 Aliso Viejo CA 92656	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-698-0711 E-MAIL ADDRESS: info@hoa-insurance.com	<b>FAX (A/C, No):</b> 949-588-1275																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lio Insurance</td> <td></td> <td>40550</td> </tr> <tr> <td>INSURER B : Federal Insurance</td> <td></td> <td>20281</td> </tr> <tr> <td>INSURER C : PMA Insurance Group</td> <td></td> <td>12262</td> </tr> <tr> <td>INSURER D : Philadelphia Indemnity Ins. Co</td> <td></td> <td>18058</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Lio Insurance		40550	INSURER B : Federal Insurance		20281	INSURER C : PMA Insurance Group		12262	INSURER D : Philadelphia Indemnity Ins. Co		18058	INSURER E :			INSURER F :	
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<b>INSURED</b> SEAGVIL-04 Seagate Village Community Association c/o Curtis Management 5050 Avenida Encinas Ste 160 Carlsbad CA 92008																						

**COVERAGES**

CERTIFICATE NUMBER: 725726732

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		COA1000015592-00	8/27/2022	8/27/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			COA1000015592-00	8/27/2022	8/27/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TBD	8/27/2022	8/27/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TBD	8/27/2022	8/27/2023	<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
A	Property	Y		COA1000015592-00	8/27/2022	8/27/2023	\$10,000 Deductible	\$37,662,343
C	Crime	Y		TBD	8/27/2022	8/27/2023	\$5,000 Deductible	\$1,500,000
D	Directors & Officers	Y		PCAP035857-0122	8/27/2022	8/27/2023	\$1,000 Deductible	\$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 HOA consists of 78 units. Located in Encinitas, CA 92024.

Management Company is Additionally Insured on the General Liability, D&O Liability, and Fidelity Bond.

See 2nd page of certificate of insurance for further coverage information.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Curtis Management 5050 Avenida Encinas Ste 160 Carlsbad CA 92008	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**

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

**SEAGATE VILLAGE COMMUNITY ASSOCIATION**  
**COLLECTION POLICY**

1. Assessments are due the first (1<sup>st</sup>) 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 Keystone Pacific  
5050 Avenida Encinas, Suite 160, Carlsbad, CA 92008

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

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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 (“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 Homeowners 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:
----------------	------

Section 7.1 Architectural Approval for Projects:

Notwithstanding anything contained in this Section 7.1, the provisions of this section shall not apply to the Recreation Area, the R-1 property or to any owner of a lot within the R-1 property and the Condominium Architectural Committee shall have no power or authority with respect to the R-1 property or Recreation Area, except as provided in Section 7.3. No fence, wall or other structure shall be commenced, erected or maintained on the property nor shall any exterior addition to or change or alteration therein, including patio covers be made, until the plans and specifications therefor shall have been submitted to and approved in writing as to harmony or external design and location in relation to the surrounding structures and topography, by an Architectural Committee, initially to be appointed by the Declarant (the "Condominium Architectural Committee"). The Condominium Architectural Committee shall have the right, but not the obligation, to require any member to remove, trim, top or prune any shrub, tree, bush, plant or hedge which such Committee reasonably believes materially obstructs the view of any unit. The Declarant shall not be required to comply with any of the provisions of this Section 7.1; provided, however, that if Declarant sells a condominium and thereafter purchases such condominium,

the Declarant shall comply with the provisions of this Section 7.1 as such provisions apply to such condominium. Notwithstanding the foregoing, the owner of a condominium may install landscaping within the area of his patio without obtaining the approval of the Condominium Architectural Committee, however, patio covers, fences and other structures may not be erected within a patio or area without the prior approval of the Architectural Committee pursuant to this Article.



Section 7.2 Architectural Approval for R-1 Property. No fence, wall, building, sign or other structure (including basketball standards) or exterior addition to or change or alteration thereof (including painting) or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the R-1 Property, or any portion thereof, until plans and specifications shall have been submitted to and approved in writing by an architectural committee, initially to be appointed by the Declarant (the "R-1 Architectural Committee"). All such plans and specifications shall be prepared by a duly licensed architect or other persons approved by the R-1 Architectural Committee and shall be in compliance with Section 7.1. All such plans and specifications shall be submitted in writing over the signature of the Owner of the property or such Owner's authorized agent. Approval shall be based, among other things, upon the same factors set forth in Section 7.1. In any event, the R-1 Architectural Committee shall have the right, but not the obligation, to require any Member who owns a Lot within the R-1 Property to remove, trim, top or prune any shrub, tree, bush, plant or hedge, which such Committee reasonably believes materially obstructs the view of any Lot within the R-1 Property. The Declarant shall not be required to comply with any of the provisions of this Section 7.2; provided, however, if the Declarant sells a Lot and thereafter purchases such Lot, the Declarant shall comply with the provisions of this Section 7.2 as such provisions apply to such Lot.

Section 7.3 Architectural Approval for Recreation Area.

No fence, wall, building, sign or other structure (including basketball standards) or exterior addition to or change or alteration thereof (including painting) or landscaping, shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on the Recreation Area or any portion thereof, until the Association has submitted plans and specifications which have been approved in writing by an architectural committee consisting of the Condominium Architectural Committee and the R-1 Architectural Committee, acting as one architectural committee (the "Joint Architectural Committee"). All such plans and specifications shall be prepared by a duly licensed architect or other persons approved by the Joint Architectural Committee and shall be in compliance with Section 7.1. All such plans and specifications shall be submitted in writing over the signature of two authorized officers of the Association or the Association's authorized agent. The Declarant shall not be required to comply with any of the provisions of this Section 7.3.

Section 7.4 Number of Members and Term of Each of the Architectural Committees Appointed by Declarant. The term "Architectural Committee" as used in this Declaration shall mean and refer to the Condominium Architectural Committee and/or the R-1 Architectural Committee, as the case may be, and the term "Architectural Committee" shall mean and refer to both the Condominium and the R-1 Architectural Committee.

Each Architectural Committee shall consist of not less than three nor more than five members. The Declarant shall have the right to appoint all of the members of each Architectural Committee and their replacements until the first anniversary of the issuance by the California Department of Real Estate of the original public report for Phase 1 (the "Anniversary Date"). After the Anniversary Date, the Declarant shall have the right to appoint a majority of the members of each such Committee and their replacements until ninety percent (90%) or more of the Lots and Condominiums within the Property have been sold, or until the fifth anniversary of the date of original issuance by the California Department of Real Estate of the final subdivision public report for Phase 1 (the "Fifth Anniversary Date"), whichever shall first occur. After ninety percent (90%) or more of the Condominiums and Lots within the property have been sold or after the Fifth Anniversary Date, whichever shall first occur, the Board shall appoint all of the members of each Architectural Committee. Those appointed to the Condominium Architectural Committee by the Board shall be Members who own Condominiums and those appointed to the R-1 Architectural Committee by the Board shall be Members who own Lots; the Declarant, however, need not appoint Owners to either Architectural Committee. Those Members of the Architectural Committees appointed by the Board may be dismissed and replaced at any time and from time to time as determined by the Board in its sole and absolute

discretion.

Section 7.5 Failure to Approve or Disapprove Plans and Specifications. In the event an Architectural Committee, or its representatives designated in accordance with Section 7.11, fails to either approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that such Architectural Committee has approved such plans and specifications. All improvement work approved by either Architectural Committee shall be diligently completed and constructed in accordance with approved plans and specifications.

Section 7.6 Appeal. In the event plans and specifications submitted to an Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board, which appeal shall be delivered to the Board not more than thirty (30) days following the decision of such Architectural Committee. The Board shall notify, in writing, such Architectural Committee of the appeal and such Architectural Committee shall deliver written recommendations to the Board within fifteen (15) days after receipt of such notification from the Board. Within forty-five (45) days following receipt of an appeal, the Board shall render its written decision and deliver a copy thereof to the party or parties submitting the appeal. The failure of the Board to render a decision within said forty-five (45) day period shall be deemed a decision in favor of the party or parties submitting the appeal.

## 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.



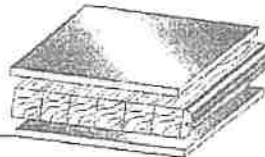
# Excellent Series

## Door Features:

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:

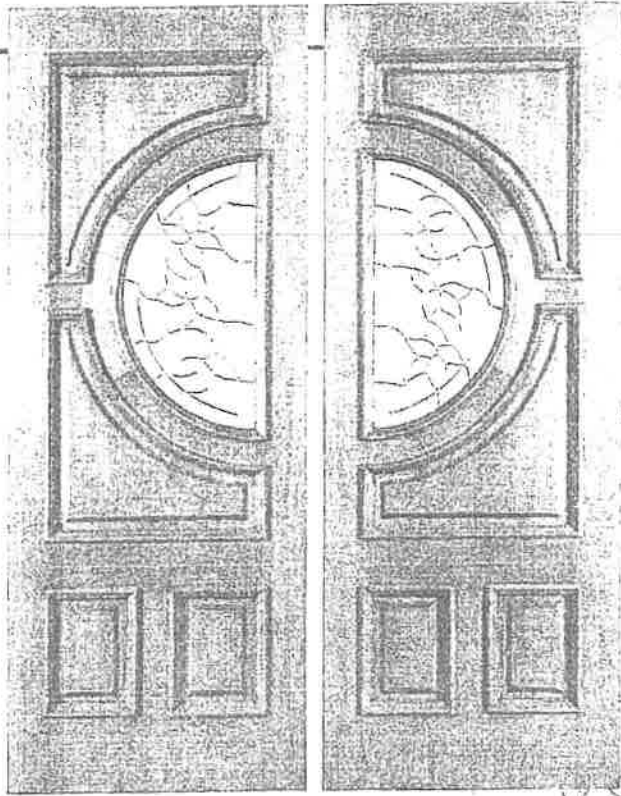


*They are the color choices*

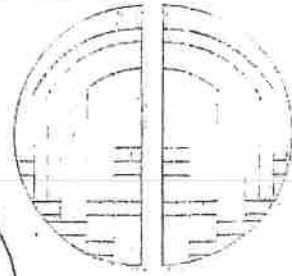
Escon Corporation: 7222 E. Gage Avenue, Commerce, CA 90040

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

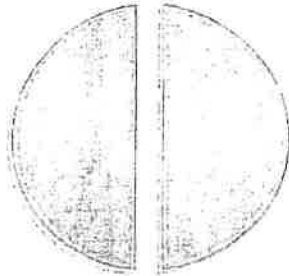
*Doors By Escon*



*May be to  
Conty*



M535Y/TGZ  
Available in Black



M535PP

*Triple Glazed Brass*

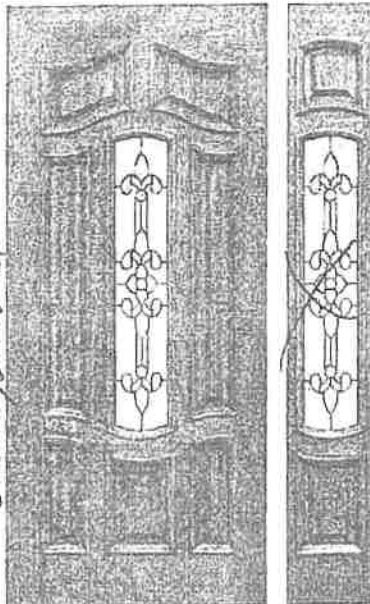
M535S/TGB

Available in Black



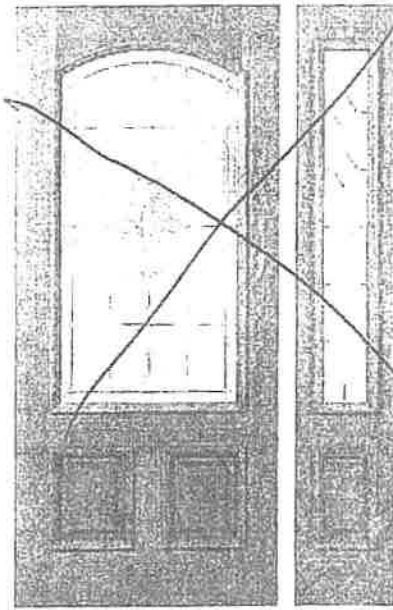
M510I/TGP  
Available in Black  
Brass and Zinc

*Available*



M510U/TGP

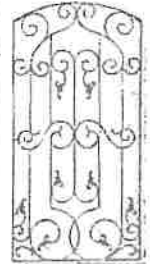
Available in Black and Brass



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.

**ANNUAL REQUEST FOR OWNER'S ADDRESS  
FOR ASSOCIATION COMMUNICATIONS  
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 Community Association  
Board of Directors

**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:*

*Cary Treff, 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.*

## Seagate Village

**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>1-27-2023</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 <b>4525(a)(1)</b>	\$10.00	
CC&Rs	Section <b>4525(a)(1)</b>	\$25.00	
Bylaws	Section <b>4525(a)(1)</b>	\$10.00	
Operating Rules	Section <b>4525(a)(1)</b>	\$5.00	
Age Restrictions, if any	Section <b>4525(a)(2)</b>		
Rental Restrictions, if any	Section <b>4525(a)(9)</b>	\$0.00	
Annual Budget Report (or summary, including Reserve Study)	Sections <b>5300</b> and <b>4525 (a)(3)</b>	\$10.00	
Assessment and Reserve Funding Disclosure Summary	Sections <b>5300</b> and <b>4525 (a)(4)</b>		
Financial Statement Review	Sections <b>5305</b> and <b>4525(a)(3)</b>	\$25.00	
Assessment Enforcement Policy	Sections <b>5310</b> and <b>4525(a)(4)</b>		
Insurance Summary	Sections <b>5300</b> and <b>4525 (a)(3)</b>		
Regular Assessment	Section <b>4525(a)(4)</b>		
Special Assessment	Section <b>4525(a)(4)</b>	\$0.00	
Emergency Assessment	Section <b>4525(a)(4)</b>		

## Seagate Village

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	\$167.00	
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$45.00	
<b>Total fees for these documents:</b>		<b>\$ \$297.00</b>	

\*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of **Section 4525** 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: [kmccallum@curtismanagement.com](mailto:kmccallum@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 \_\_\_\_\_