

***Crest of Calavera Hills Homeowners Association***

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C/O PropertyADVANTAGE 5142 Avenida Encinas, Carlsbad CA 92008

Ph (760) 585-1700 Fax (760) 438-6886

December 1, 2011

Dear Crest Homeowners;

Enclosed you will find certain documents as required by Civil Code 1365 for the annual budget and related disclosures. These are important documents and I encourage you to review and store them in a safe place. In this mailing, you will find:

1. HOA Budget for 2012 Fiscal Year beginning 1/1/12
2. Master Policy Insurance Certificate
3. Most Recent Reserve Study Summary & Disclosure Summary
4. Crest of Calavera Hills HOA Annual Disclosures-pages 1-7
  - a. Budget Statement
  - b. Assessment & Reserve Funding Summary
  - c. Lien Rights & Other Legal Remedies-Assessment Collection Policy
  - d. Insurance Disclosure Information
  - e. Alternative Dispute Resolution Guide
  - f. Assessment & Foreclosure Guidelines
  - g. Miscellaneous Disclosers-
    - i. Minutes
    - ii. Annual Review
    - iii. Fine Policy
    - iv. Property Improvement Form

The Association's Monthly Dues will be **\$251.00** per month to meet the day-to-day operating expenditures and reserve funding requirements, beginning January 1, 2012, the start of your fiscal year.

Coupon booklets will be mailed shortly. If you are on automatic payment method, the amount deducted will continue at the same rate.

The Board of Directors has thoroughly reviewed all the categories in the operating budget and the reserve funding to keep the dues as low as possible but still preserve the financial health of the Association.

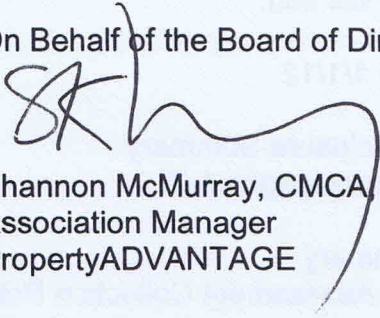
The Reserve Study report recommends a minimum funding level of \$88.00 per unit per month in order to maintain the percent funded at an optimum level. The Board has determined that funding the reserves at \$68.71 per unit per month will continue to build the reserve funding and also take into account some of the common area reserve projects in consideration for 2012 such as asphalt slurry seal, landscape improvements, siding replacement, or carport roofing replacement.

The Board will continue to monitor the expenses and receivables in the coming months while also working to maintain and complete necessary common area reserve projects that have a one year estimated life remaining in order to preserve and enhance the community.

Should you have any questions please contact me at [smcmurray@propadvantage.com](mailto:smcmurray@propadvantage.com) or at (760) 585-1743.

Regards,

On Behalf of the Board of Directors



Shannon McMurray, CMCA, AMS  
Association Manager  
PropertyADVANTAGE

Enclosures



CREST OF CALAVERA HILLS HOA  
2012 OPERATING BUDGET and RESERVE CONTRIBUTIONS

	B	D	E	F
1	ITEM	2012	2012	MONTHLY
2	INCOME	ANNUAL	MONTHLY	PER UNIT
3	Assessments	325,296.00	27,108.00	251.00
4				
5	<b>TOTAL INCOME</b>	<b>325,296.00</b>	<b>27,108.00</b>	<b>251.00</b>
6	<b>EXPENSES</b>			
7	<b>UTILITIES</b>			
8	Trash	24,000.00	2,000.00	18.52
9	Electricity	18,000.00	1,500.00	13.89
10	Gas	2,400.00	200.00	1.85
11	Water	32,000.00	2,666.67	24.69
12	<b>TOTAL UTILITIES</b>	<b>76,400.00</b>	<b>6,366.67</b>	<b>58.95</b>
13	<b>ADMINISTRATIVE EXPENSES</b>			
14	Management	18,178.00	1,514.83	14.03
15	Insurance	5,600.00	466.67	4.32
16	Legal Fees	1,000.00	83.33	0.77
17	Collection Fees	1,000.00	83.33	0.77
18	Bad Debt	5,000.00	416.67	3.86
19	Audit/Review & Tax Return Preparation	1,000.00	83.33	0.77
20	Reserve Study	1,000.00	83.33	0.77
21	Administrative Fees	1,000.00	83.33	0.77
22	Postage, Storage	1,200.00	100.00	0.93
23	Permits/Licenses	400.00	33.33	0.31
24	Taxes	500.00	41.67	0.39
25	<b>TOTAL ADMINISTRATIVE</b>	<b>35,878.00</b>	<b>2,989.83</b>	<b>27.68</b>
26	<b>MAINTENANCE</b>			
27	Grounds			
28	Landscape Contract	84,000.00	7,000.00	64.81
29	Landscape Supplies/Extras	4,000.00	333.33	3.09
30	Landscape Brush Management	6,000.00	500.00	4.63
31	Tree Trimming/Removal (reserves)	-	-	-
32	Irrigation Repairs	2,000.00	166.67	1.54
33	Lighting Maintenance	2,000.00	166.67	1.54
35	Amenities			
36	Pool & Spa Maintenance	3,900.00	325.00	3.01
37	Pool & Spa Extras	2,000.00	166.67	1.54
38	Janitorial Maintenance	2,870.00	239.17	2.21
39	Janitorial Supplies/Extras	300.00	25.00	0.23
40	Pest Control - Common Area	3,900.00	325.00	3.01
41	Repair & Maintenance	8,000.00	666.67	6.17
42	Contingencies	5,000.00	416.67	3.86
43	<b>TOTAL MAINTENANCE</b>	<b>123,970.00</b>	<b>10,330.83</b>	<b>95.66</b>
44				
45	<b>TOTAL RESERVE ALLOCATIONS</b>	<b>89,048.00</b>	<b>7,420.67</b>	<b>68.71</b>
46	<b>TOTAL EXPENSES</b>	<b>325,296.00</b>	<b>27,108.00</b>	<b>251.00</b>





**State Farm General Insurance Company**

900 Old River Rd  
Bakersfield, CA 93311-6000

AT1

U-12- 8674-F410 F V 3 F

002380

CREST OF CALVERA HILL  
HOMEOWNERS ASSOCIATION  
C/O GRANITE PROP ADVANTAGE  
5142 AVENIDA ENCINAS  
CARLSBAD CA 92008-4372

RECEIVED

JAN 24 2011

Location: 3749 CHATHAM DR  
CARLSBAD CA  
92008-6556

SFPP No: 0039769512

**Forms, Options, and Endorsements**

Special Form 3	FP-6149
Dir & Officers	OPT DO
Amendatory Endorsement	FE-6205
Tree Debris Removal	FE-6451
Policy Endorsement	FE-6506.2
Condo-Assn Policy Endorsement	FE-6466
Developer/Sponsor Exclusion	FE-6384
Glass Deductible - Sect I	FE-6538.1
Policy Endorsement	FE-6567
Amendatory Collapse	FE-6551
Policy Endorsement-Condo/Asn	FE-6624
Inc Cost and Demolition Cov	FE-6587

Continued on back of page

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

**RENEWAL CERTIFICATE**

POLICY NUMBER 80-78-3778-6

Condominium Policy  
MAR 27 2011 to MAR 27 2012

BILLED THROUGH SFPP

**Coverages and Limits**

**Section I**

A Buildings	\$261,100
B Business Personal Property	13,200
Auxiliary Structures (Cov A&B) and Basic Liability	274,300

**Deductibles - Section I**

Basic	500
Other deductibles may apply - refer to policy	

**Section II**

L Business Liability (INCR LIAB)	\$3,000,000
M Medical Payments	5,000
Gen Aggregate (Other than PCO)	6,000,000
Products-Completed Operations (PCO Aggregate)	6,000,000

Forms, Opts, & Endrmnt	1,635.00
Bus Liability - Cov L	432.00
Auxiliary Structures	1,993.00
<b>Total Amount</b>	<b>\$4,060.00</b>

**Premium Reductions**

Renewal Year Discount	
Claim Record Discount	

Inflation Coverage Index: 205.4

138-3076 1.8 10-11-2010 (01/08/00)

*Thanks for letting us serve you..*

Moving? See your State Farm agent.  
See reverse for important information.

Prepared JAN 18 2011

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N 1V  
013

401B 1

Agent MICHAEL C MANCINI INS AGCY IN  
Telephone (619) 223-5461

REP

**EXECUTIVE SUMMARY**  
For the Fiscal Year Ending December 31, 2011

The following information is a condensed summary of the current full reserve study, to be conducted every 3 years (physical inspection necessary) and reviewed annually. It is intended to provide the general information for inclusion with the annual budget information to be distributed to the homeowners, and is prepared in compliance with California Civil Codes 1365, 1365.5, and 1366. Reference to the complete study provides detailed estimates of individual remaining lives, current costs, and projected future replacement costs.

**Summary of Cost of Inventory**

Base Identification Component Inventory Groupings	Estimated Remaining Useful Life	Estimated Replacement Costs	Annual Funding Requirement	Accumulated Funding Requirement	Allocation of Fund Balance	Percent of Fund Balance
Paving and Surfacing	1-9	\$ 173,130	\$ 10,390	\$ 121,180	\$ 128,947	29.84%
Landscaping & Irrigation	1-25	102,000	17,699	49,380	52,545	12.16%
Fences, Walls and Gates	3-16	81,750	2,967	45,408	48,319	11.18%
Structural and Pest Controls	1-13	74,000	21,350	36,450	38,786	8.98%
Roof & Waterproofing	27	405,000	13,500	40,500	43,096	9.97%
Flooring	8	5,000	167	3,667	3,902	0.90%
Painting and Coverings	3-8	107,130	18,818	36,720	39,073	9.04%
Specialties	5	10,000	333	8,333	8,867	2.05%
Site Facilities, Equip. & Furnishings	4-8	8,000	700	4,000	4,256	0.99%
Aquatic Facilities	3-7	35,100	2,925	22,875	24,341	5.63%
Electric & Lighting	9-13	38,050	1,522	22,570	24,017	5.56%
Contingency		0	3,750	15,000	15,961	3.69%
<b>Totals</b>		<b>\$ 1,039,160</b>	<b>\$ 94,120</b>	<b>\$ 406,083</b>	<b>\$ 432,110</b>	<b>100.00%</b>

**Summary of Financial Position**

Accumulated Excess:	\$ 26,027	Per Unit	\$240.99
Percentage Funded as of the Year End:			106.41%
Current Annual Funding (from Budget)		\$	114,048
Reserve Fund Balance: September 30, 2011		\$	416,598
Anticipated Funding to Year End:			28,512
Anticipated Expenditures to Year End:*			(13,000)
Reserve Fund Balance: December 31, 2011		\$	432,110

**Summary of the Funding Plan**

	*Annual	**Current	***Recommended
Dollar Amount Per Unit, Per Month	72.62	88.00	88.00
(All Funding options assume a 3% increase per year)			

\*Community tree work.

\*\*Current Annual Funding: Current Regular Reserve allocations should adequately fund reserves with no deficits.

This overview summary we have prepared for you is based on our best estimate of anticipated funding and distributions from the reserve funds through the current fiscal year ending December 31, 2011. The related reserve funding projection for the 30-year period goes from YEAR to YEAR. It is based on compilation of information provided by current management and a consultant's most likely estimates at the time of inspection, as described in the physical analysis portion of the report. The Annual Account Requirement is based on the cost of each component divided by its total useful life. The Accumulated Account Requirement is the annual requirement multiplied by the number of expended years. The Difference between the Accumulated Requirement total and the Actual Cash Balance may indicate a deficit or surplus, which would be expressed in the Percentage Funded.

There has not been an audit or review of the accompanying analysis performed. Therefore, no expressed opinion or form of assurance is offered. We assume no responsibility to update this report for events or circumstances occurring after the date of issuance of this report.



**ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY**

**(1) Regular Assessments –**

Assessments to members are \$251.00 per unit per month for the year ending December 31, 2011.

\*If assessments vary by the size or type of unit, the applicable assessment rates may be found in the Association’s Annual Budget and/or can be provided by the Associations/management agency.

**(2) Special Assessment --**

Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, which have been approved by the Board and/or members.

Date Assessment is Due	Amount Per Unit/ Per Month	Purpose of this Assessment is to Fund or Supplement the Replacement Costs of:
N/A		

**(3) Reserve Account Balances –**

Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balance 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) Additional Assessments –**

If the answer to #3 is NO, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board of directors or the members?

**(Not applicable, proceed to #5)**

**(5) Major Components –**

All major components are included in the reserve study and are included in its calculations.

**(6) Current Funding Comparisons –**

As of the current reserve study or update, the balance in the reserve fund is projected to be \$432,110. Based on the method of calculation in paragraph (4) of the subdivision (b) of section 1365.2.5, the estimated accumulated funding requirement is \$406,083. The percentage funding is: 106.41%.

**(7) Funding over next 5 Budget Years –**

Based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the estimated amount required in the reserve fund at the end of each of the next five budget years is projected to be:

\$435,423   \$486,017   \$442,010   \$464,619   \$494,264

The projected reserve fund cash balance at the end of each of those years is projected to be, taking into account only assessments already approved and other known revenues, as follows:

\$494,341   \$580,291   \$574,835   \$636,465   \$707,634

% Funded   113.53%   119.40%   130.05%   136.99%   143.17%

If the recommended reserve funding plan is approved by the Association and implemented, the projected reserve fund cash balance at the end of each of those years would be:

\$494,341   \$580,291   \$574,835   \$636,465   \$707,634

% Funded   113.53%   119.40%   130.05%   136.99%   143.17%

Note: The financial representations set forth in this summary are based on best estimates of the preparer at the time. These estimates are subject to change.



## Crest of Calavera Hills Homeowners Association –Annual Disclosures

### **A. Budget**

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, to maintain the financial integrity of your Association and to meet the ongoing maintenance costs which increase with the aging process, the assessments for the 2012 fiscal year will be **\$251.00 per month**.

Please keep in mind the needs of the property, dictate the required monthly assessment rates. It is the Boards fiduciary responsibility to ensure these needs are met.

### **B. Assessment and Reserve Funding Disclosure Summary**

In conjunction with the budget review and in accordance with California Civil Code 1365.5, a professional reserve analyst was hired to complete an inspection of the project, review the reserve-funding program and to make recommendations for future funding. The accompanying replacement funding program reflects assumptions about future events based on manufacturer's specifications, information from subcontractors, construction pricing and scheduling manuals and the reserve company's experience. These were used to calculate and establish the reserve amounts needed to defray the future repairs, replacement or additions to the components that the association is obligated to maintain.

(1) The 2012 assessment per unit will be **\$251.00 per month**.

### **C. Policies and Practices in Enforcing Lien Rights or Other Legal Remedies - Assessment Collection Policy**

#### **Crest of Calavera Hills Homeowners Association ASSESSMENT COLLECTION POLICY**

Prompt payment of assessments by all its members is critical to the financial health of the Association and the enhancement of the property values of their homes. Your Board of Directors takes very seriously its obligations to enforce your members' obligations to pay assessments. The Board has adopted this Delinquent Assessment Collection Policy in an effort to discharge such obligation in a fair, consistent and impartial manner. The policies and procedures set forth herein shall remain in effect until such time as they may be changed modified or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the Association's Covenants, Conditions and Restrictions and Civil Code Section 1365(d), the following is the Association's Assessment Collection Policy:

#### **PAYMENTS**

- I. Regular assessments are due and payable on the first day of each month. Members are either sent a monthly statement or receive a coupon book as a courtesy means by which to make their payments. However, it is each individual member's responsibility to pay all assessments in full by the due date thereof, regardless whether they have received a statement or not.
- II. All other assessments, including special assessments, are due and payable on the date specified by the Board, which date will not be less than thirty days after notification of adoption of the assessment has been mailed to each member of the Association.
- III. Assessments, late charges, interest and collection costs, including attorney's fees, if any, are the personal obligation of the member owner of the property at the time the assessment or other sums are levied. (Civil Code Section 1367.1(s)).



#### **LATE FEES**

- IV. Payments are posted as of the date received at the management office. Assessments received after the fifteenth of the month are delinquent and will be assessed a late fee of \$10.00. (Civil Code Section 1366 (e) (2))
- V. At the option of the Board of Directors, interest on all sums unpaid at the rate of 10 percent per annum from the due date of all sums. (Civil Code Section 1366 (e) (2))
- VI. Partial payments shall be applied first to the principal of assessments owed, and only after the principal owed is paid in full, to late charges, interest, or collection costs, unless the Board and the member agree such payments may be applied otherwise.

#### **DELINQUENCIES**

- VII. When any assessment remains unpaid more than sixty days (60) after its due date, the Association may mail the delinquent member, by certified and/or first class mail, a pre-lien demand letter, to the member of record, advising of the delinquent status of the member's account and impending collection action. The member shall be charged a minimum of \$150.00 for the pre-lien demand letter.
- VIII. When any assessment remains unpaid more than ninety days (90) a Notice of Delinquent Assessment, creating a valid and foreclosable lien on the member's property, shall be recorded in the office of the County Recorder and served on the delinquent member. A fee for lien processing of at least \$350.00 by a third party as chosen by the management company and a fee of \$150.00 plus the costs of preparing, recording and serving said Notice of Delinquent Assessment by the designated third party employed by the management company for such purpose will be charged to the delinquent member.
- IX. When any member's account remains delinquent for a period exceeding the time limit provided by the Association's C.C.&R.s following the date of recordation of the Notice of Delinquent Assessment or thirty day after if the C.C.&R.s are silent as to such a time limit, the appointed third party shall institute foreclosure proceedings of the member's property. Should a sale of the member's property occur, the proceeds will be used to recover all monies owed including assessments, late charges, interest, filing fees, collection costs and attorney's fees.

***IF YOUR SEPARATE INTEREST IS PLACE IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.***

#### **NSF FEES**

- X. The Association will charge a fee of \$25.00 for any returned or dishonored check.

#### **SUSPENSION OF PRIVILEGES**

- XI. Any member who is delinquent in the payment of assessments may have his or her right with regards to voting and/or use of the common area facilities suspended until such delinquency is cured.

#### **D. Insurance Disclosure Information**

**See the attached insurance declaration pages.**

Please note that the Association will, as soon as reasonably practical, notify you, as members, by first class mail, if any of the attached policies have lapsed, been canceled, been non-renewed, have not been renewed or replaced, or if there has been any significant changes or reductions or limitations on the above mentioned policies. Also, if the Association receives notice of non-renewal of any of the above policies it shall immediately notify the members of the Association if replacement coverage will not be in effect by the date that the existing coverage will lapse.

**THIS SUMMARY OF THE ASSOCIATION'S POLICIES OF INSURANCE PROVIDES ONLY CERTAIN INFORMATION, AS REQUIRED BY SUBDIVISION [E] OF SECTION 1365 OF THE CIVIL CODE, AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR THE COMPLETE POLICY TERMS AND CONDITIONS CONTAINED IN THE ACTUAL POLICIES OF INSURANCE. ANY ASSOCIATION MEMBER MAY, UPON REQUEST AND**



**PROVISION OF REASONABLE NOTICE, REVIEW THE ASSOCIATION'S INSURANCE POLICIES AND, UPON REQUEST AND PAYMENT OF REASONABLE DUPLICATION CHARGES, OBTAIN COPIES OF THOSE POLICIES. ALTHOUGH THE ASSOCIATION MAINTAINS THE POLICIES OF INSURANCE SPECIFIED IN THIS SUMMARY, THE ASSOCIATION'S POLICIES OF INSURANCE MAY NOT COVER YYOUR PROPERTY, INCLUDING PERSONAL PROPERTY OR, REAL PROPERTY IMPROVEMENTS TO OR AROUND YYOUR DWELLING, OR PERSONAL INJURIES OR OTHER LOSSES THAT OCCUR WITHIN OR AROUND YYOUR 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.**

**E. Formal and Informal Dispute Resolution**

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

The California Legislature has established a public policy in this state that requires the use of Alternative Dispute Resolution ("ADR") before resorting to litigation to resolve certain conflicts that arise in condominiums, planned developments and other common interest developments. The law requires each association to distribute a summary of California Civil Code Sections 1369.510 through 1369.590 to its members annually either at the time the annual budget is distributed or in the manner specified in Corporations Code Section 5016.

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

**PLEASE NOTE:**

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

**§1369.510. ADR Definitions**

As used in this article:

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

- (1) Enforcement of this title.
- (2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
- (3) Enforcement of the governing documents of a common interest development.



**§1369.520. ADR Required Before Filing Certain Actions**

(a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000.00).

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

**§1369.530. Initiating the ADR Process**

(a) Any party to a dispute may initiate the process required by Section 1369.520 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

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

(4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

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

**§1369.540. Time for Completing ADR Process and Cost Splitting**

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

**§1369.550. Effect of ADR on Statutes or Periods of Limitation**

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

(a) The period provided in Section 1369.530 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 1369.540 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 1369.540.

**§1369.560. Filing ADR Certificate upon Filing Court Action**

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is



satisfied:

- (1) Alternative dispute resolution has been completed in compliance with this article.
  - (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
  - (3) Preliminary or temporary injunctive relief is necessary.
- (b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

**§1369.570. Referral to ADR and Stay of Court Action by Stipulation**

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

**§1369.580. Refusal to Participate in ADR; Effect of Court Award of Fees and Costs**

In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of Section 1354, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

**§1369.590. Annual Summary of ADR Procedures to Members**

- (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:  
"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."
- (b) The summary shall be provided either at the time the pro forma budget required by Section 1365 is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process, as required by Section 1363.850.

**Informal Dispute Resolution Process**

The Association Board reserves its right to draft and provide its own informal internal dispute resolution process, consistent with the requirements set forth in Civil Code Sections 1363.820 and 1363.830. Until such time as the Board adopts a different internal dispute resolution process, the statutory procedure set forth in Civil Code Section 1363.840 below shall apply.

**§1363.840. Default Dispute Resolution Procedure**

- (a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
- (b) Either party to a dispute within the scope of this article may invoke the following procedure:
- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
  - (2) A member of an association may refuse a request to meet and confer. The



association may not refuse a request to meet and confer.

(3) The association's board of directors shall designate a member of the board to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

(d) A member of the association may not be charged a fee to participate in the process.

#### **F. Civil Code 1365.1 Disclosures**

(Civil Code §1365.1)

##### **NOTICE**

##### **ASSESSMENTS AND FORECLOSURE**

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

##### **ASSESSMENTS AND NONJUDICIAL FORECLOSURE**

The failure to pay association assessments may result in the loss of an owner's property without court action, often referred to as nonjudicial foreclosure. When using 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 lien is not paid. Assessments become delinquent 15 days after they are due, unless the governing documents of the association provide for a longer time. (Sections 1366 and 1367.1 of the Civil Code)

In a nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail. Among these documents, the association must send a description of its collection and lien enforcement procedures and the method of calculating the



amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

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

## PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Sections 1367.1 and 1367.1 of the Civil Code)

An owner may dispute an assessment debt by giving the board of the association a written explanation, and the board must respond within 15 days if certain conditions are met. An owner may pay assessments that are in dispute in full under protest, and then request alternative dispute resolution. (Sections 1366.3 and 1367.1 of the Civil Code)

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

## MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

The board of the directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 1367.1 of the Civil Code)

### **G. Miscellaneous Disclosures**

#### **1. Availability of Minutes**

Copies of Board meeting minutes are available upon request throughout the year. Minutes will be released to you within thirty (30) days after the meeting date. Any charges involved for copying and postage will be the responsibility of the requesting homeowner.

#### **2. Preparation of Audit/Review**

The Association will have an audit/review prepared by a certified public accountant after the close of the fiscal year. That document and any information required by Corporations Code Section 8321 should be available to you within 120 days after the close of the fiscal year.



**THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION  
VIOLATION/FINING POLICY**

**January 1, 2004**

All members of The Crest of Calavera Hills Homeowners Association are subject to the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, as well as any **RULES AND REGULATIONS** adopted by the Board of Directors. If any Homeowner or family member, his guest(s), his tenant or his tenant's guest(s) violates the restrictions, the Board may impose a reasonable fine upon such Homeowner for each violation, as outlined below.

**REPORT OF VIOLATION:**

Any resident wishing to make a formal complaint against another resident must provide it in writing and send it to Bruner and Rosi Management, Inc. **A VIOLATION NOTICE WILL ONLY BE SENT AFTER RECEIPT OF A FORMAL WRITTEN COMPLAINT.**

**VIOLATION NOTICE:**

Each Violation Notice will include the type of violation, date of violation, consequence of the violation for continued non-compliance, as well as a notation of the appropriate section of the document, or rule. Each Violation Notice will be mailed to the Homeowner by way of first class mail. A copy of the Violation Notice will also be mailed to any registered tenant in violation of the documents, or Rules and Regulations of the community.

**DUE PROCESS:**

If the violation has not been corrected within the period specified in the violation letter, a Notice of Hearing will be issued to the responsible Homeowner. This will give the Homeowner the opportunity to be heard either in person or by written response during a formal hearing before the Board of Directors. The Homeowner will be sent the Notice of Hearing not less than 10 days before the hearing date. It is the Owner's responsibility to contact Bruner & Rosi Management, Inc. to confirm their attendance at the Hearing. The Board's decision will be mailed by way of certified mail to the Homeowner within 15 days after the Hearing.

**FINES:**

The Board of Directors can only assess fines to the Homeowner's account after the scheduled hearing date. The fining schedule is as follows:

<b>FIRST NOTICE OF VIOLATION</b>	<b>FRIENDLY REMINDER</b>
<b>SECOND NOTICE OF VIOLATION</b>	<b>\$ 50.00 FINE</b>
<b>THIRD AND SUBSEQUENT VIOLATION</b>	<b>\$ 100.00 FINE</b>
<b>INTENTIONAL DAMAGE TO COMMON AREAS</b>	<b>\$ 100.00 PLUS COST TO REPAIR OR REPLACE DAMAGED AREA</b>

**IF THERE IS NO COMPLIANCE WITHIN 15 DAYS FROM THE THIRD NOTICE, FINES WILL INCREASE IN \$50.00 INCREMENTS. WHEN FINES REACH \$250.00, ACTION TO COLLECT MAY BE TAKEN IN SMALL CLAIMS COURT. RECURRENCE OF THE VIOLATION WITHIN A SIX-MONTH PERIOD WILL RESULT IN AN IMMEDIATE NOTICE OF HEARING BEING ISSUED.**



THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

APPLICATION FOR PROPERTY IMPROVEMENT

Please complete this request form, attach two (2) copies of the proposed improvement plan and send to:

The Crest of Calavera Hills Homeowners Association

C/D

PropertyADVANTAGE  
5142 Avenida Encinas  
Carlsbad, CA 92008

HOMEOWNER DATA:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Description of Proposed Improvements - Please include sketch/drawing of improvements when applicable, and give full details of improvement by using the attached checklist to explain specific improvements.

\_\_\_\_\_  
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\_\_\_\_\_

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_



**CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION**

**APPLICATION FOR PROPERTY IMPROVEMENT**

**HOMEOWNERS STATEMENT OF RESPONSIBILITY**

**I UNDERSTAND AND AGREE THAT:**

1. No work described in the application shall commence until written approval of the Architectural Review Committee has been received.
2. I will assume the responsibility for any work under the above proposed improvement that my contractor or I accomplish which may, in the future, adversely affect any other area or structure. I will assume responsibility for all future maintenance of the addition or improvement.
3. All improvements approved by the ARC must be completed within the time allotted in the ARC standards. Failure to complete the work within the prescribed period of time may cause the approval to be rescinded and resubmitting of plans may be required. Requests for reasonable extensions should be submitted to the ARC for approval, if required.
4. The above and all attached information is complete and accurate to the best of my knowledge.
5. NO COST whatsoever shall be incurred by the Homeowners Association as a result of the implementations of any proposed improvement and any further maintenance cost shall be incurred by owner, his heirs, or assignees.
6. My proposed improvement may require a permit from the City or County Building Department. It is my responsibility to assure compliance of all regulations pertaining to permits before starting any project.

\_\_\_\_\_  
Homeowner's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Homeowner's Signature

Date: \_\_\_\_\_



THE CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION  
APPLICATION FOR PROPERTY IMPROVEMENT

NEIGHBORHOOD AWARENESS

NOTE: The intent is to advise neighbors adjacent to your property of your proposed improvements. Their signature does not signify approval of proposed improvement, but simply notifies them of pending improvements. The Board of Directors is not bound by the results of this notification.

NEIGHBOR'S NAME: \_\_\_\_\_

NEIGHBOR'S ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEIGHBOR'S NAME: \_\_\_\_\_

NEIGHBOR'S ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEIGHBOR'S NAME: \_\_\_\_\_

NEIGHBOR'S ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CREST OF CALAVERA HILLS HOMEOWNERS ASSOCIATION

NOTICE OF COMPLETION

Notice is hereby given that:

The undersigned is the owner(s) of the property located at

\_\_\_\_\_ (Street & Number)

\_\_\_\_\_ (City, State & Zip Code)

The work of improvement on the described property was **COMPLETED** on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in accordance with the Architectural Review Committee's written approval through the above owners plans and submittal package.

Signature of Owner:

Date: