

Villa Antigua Homeowners Association

5844 Menorca Drive
San Diego, CA 92124

www.villaantiguahoa.org

(858) 268-0929

FAX (858) 430-6635

office@villaantiguahoa.org

May 24, 2023

RE: Annual Reports Summary

Dear Members:

Pursuant to Civil Code sections 5300, 5310 and 5320, the Association is providing you with the following summary of the Annual Budget Report and the Annual Policy Statement. If you want a full copy of the Reports, please contact your General Manager, Clover Ericson, by email at office@villaantiguahoa.org with your request. The full reports will then be emailed to you. If you want an actual printed copy, please specify this and provide a mailing address so that it can be mailed to you at no cost.

The summary of the Annual Budget Report and Annual Policy Statement follows.

I. Annual Budget Report

1. A Pro Forma Operating Budget for fiscal year July 1, 2023 to June 30, 2024 has been prepared on a modified accrual basis is attached.

In order to maintain the financial integrity of our Association and to meet the ongoing maintenance costs the Board has determined that there will be a 5.55% increase in monthly dues from \$350.00 per month to \$370.00 per month to adequately cover the rising operating costs and maintain funding of the reserve accounts for current/future repairs and replacements. Please review the enclosed Board announcement for more information regarding this increase. With this budget, the Board of Directors does not anticipate that any special assessments will be required to replace, repair or restore any major component of the reserve program. **Effective July 1, 2023, your new assessment rate will be \$370.00 per month.**

2. Summary of the Association's Reserves

Based on a Reserve Study conducted pursuant to Civil Code section 5550(a), the Association's reserves are 39.9% funded based on the following amounts:

\$661,271 Current Reserve Cash
\$1,658,614 Ideal Reserve Balance

3. Summary of the Board Adopted Reserve Funding Plan

The Board's plan to fund the reserves is to slightly lower the monthly contribution from the previous year to avoid even further assessment increases. This will continue to meet the Association's obligation for the repair and replacement of

Annual Budget Report and Policy Statement (continued)

all major components with an expected remaining life of 30 years or less, not including those components that the Board has determined will not be replaced or repaired.

NOTE: Select pages of the Reserve Study are attached and a full copy of the Reserve Study is included in the full Annual Budget Report.

4. Statement of Deferral/Decision to Not Undertake Repair/Replacement of Major Component(s)

In accordance with Civil Code section 5300 (b)(4) and as of the date of this letter, the Board of Directors does not plan to defer repairs or replacement of major components.

5. Statement of Anticipated Special Assessment(s)

As of the date of this letter, the Board of Directors does not anticipate that a special assessment will be required this year to repair, replace or restore any major components or to provide adequate reserves.

6. For a Statement of Mechanism of Funding Reserves to Repair or Replace Major Components, please refer to the complete Reserve Study included in the full Annual Budget Report.

7. For a Statement Addressing Procedures Used to Calculate and Establish Reserves, please refer to the complete Reserve Study included in the full Annual Budget Report.

8. Statement of Association's Outstanding Loans

The Association has no outstanding loans.

9. The Insurance Disclosure Information is attached.

10. For the Assessment and Reserve Funding Disclosure, please refer to the complete Reserve Study included in the full Annual Budget Report.

II. Annual Policy Statement

1. Statement of Name and Address of Person Designated to Receive Official Communications on behalf of the Association

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

Name: Clover Ericson, General Manager

Annual Budget Report and Policy Statement (continued)

Address: 5844 Menorca Drive
San Diego, CA 92124

2. Statement of Members' Ability to Have Notices Sent to up to Two Different Addresses

As provided in Civil Code sections 4040(b) owners have a right to receive one (1) annual report the Association is required to provide. Upon receipt of a written request by a member, pursuant to Civil Code section 5260, identifying a secondary address for delivery of notices related to assessment payments, delinquencies and foreclosures, will be sent to both addresses. The owner's request must be in writing and must be sent to the Association in the manner provided in Civil Code sections 4035 and 5260.

3. Statement of the Posting Location for General Notices

The location designated for posting of a General Notice is the bulletin board at the community clubhouse.

4. Notice of Members' Rights to Receive General Notices by Individual Delivery

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.

5. Notice of Members' Rights to Minutes

The minutes or a summary of minutes of a Board meeting, other than an executive session are available to members within thirty (30) days of the meeting. Minutes, proposed minutes, or summary of minutes will be distributed to any member upon 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 General Manager Clover Ericson via email at office@villaantiguahoa.org or in writing. Your association has a website, www.villaantiguahoa.org where minutes are also located.

6. Statement of Assessment Collection Policies under Civil Code section 5730:

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

Annual Budget Report and Policy Statement (continued)

manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

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

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

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

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien

Annual Budget Report and Policy Statement (continued)

enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

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

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

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

Annual Budget Report and Policy Statement (continued)

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

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

7. Statement of Association's Policy for Collection of Delinquent Accounts

Assessment payments are due the first of each month and are considered delinquent fifteen (15) days after the first of the month. Bills or coupon books are a courtesy reminder only. Assessment payments are the personal obligation of each owner. Please refer to the Association's Collection Policy included in the full Annual Policy Statement for more information.

8. Statement of Association's Discipline Policy and Schedule of Penalties/Fines.

The Association enforces the provisions of its governing documents (CC&Rs, Rules and Regulations, Architectural Guidelines, etc.) through its Enforcement Policy that entails notifying an owner, in writing, of an alleged violation and assessing fines if the violation is not cured. Prior to the assessment of a fine, the owner is called to a Hearing before the Board of Directors. Please refer to the Enforcement Policy included in the full Annual Policy Statement for more information.

The Schedule of Penalties/Fines is attached.

9. Summary of Association's Dispute Resolution Procedures (ADR and IDR)

The California Legislature has established a public policy in this state that requires the use of Alternative Dispute Resolution ("ADR") before resorting to litigation to resolve certain conflicts that arise in condominiums, planned developments and other common interest developments. The law requires every association to distribute a summary of California Civil Code sections 5925 through 5965 to its members annually and can be found in the full Annual Policy Statement prepared pursuant to Civil Code section 5310.

PLEASE NOTE, Civil Code section 5965 states:

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

Annual Budget Report and Policy Statement (continued)

regarding enforcement of the governing documents or the applicable law.”

10. Summary of Association’s Procedures for Architectural Review is attached.
11. Statement of Address for Overnight Payment of Assessments.

Association Name: Villa Antigua Homeowners Association

c/o: Clover Ericson

Address: 5844 Menorca Drive
San Diego, CA 92124

12. Miscellaneous Disclosures as required by law or governing documents
 - A. Preparation of Annual Financial Statement

As provided in the Association’s governing documents, the Association will have an audit or 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 within 120 days after the close of the fiscal year and, in accordance with Civil Code Section 5305, a copy of the review will be delivered to you.

- B. Architectural Modifications for Persons with Disabilities

Apparent Architectural Violations or other Alleged Violations of our Governing Documents May Not Be Violations Due to Compliance with the Federal Fair Housing Act and/or the California Fair Employment and Housing Act.

Occasionally residents may see something that appears to be a violation of our governing documents and rules. Appearances can be deceiving! Sometimes what seem to be "violations" are, in fact, "accommodations" required by law to be given to disabled residents. This is necessary to give disabled residents an equal opportunity to use and enjoy the premises. Please recognize that some disabilities may not be apparent just by looking at the person who has a disability. Also, the type of architectural change made may seem as if it is unrelated to any form of disability, but that is because there are so many different types of disabilities that require many different types of accommodations. These accommodations should not be interpreted as meaning the Association is not serious about enforcing community standards and rules, only that the Association is mindful of its legal duty to comply with disability protection laws.

You probably already know from your dealings with doctors and pharmacies that they are required to be very protective of each patient’s medical information. Article I, Section 1 of the California Constitution also includes a personal right to

Annual Budget Report and Policy Statement (continued)

privacy. Thus, even if you ask about an apparent architectural or other violation, we may not be able to tell you very much, if anything, about it. About all we can say is that we are aware of it, and the Association authorized it to make an accommodation required by law. We trust you will understand. If you have questions about this issue, please contact management.

C. Requirement for Owners to have Smoke and Carbon Monoxide Detectors in their Units

Owners are required by law to have operational smoke detectors and carbon monoxide detectors. [Health and Safety Code §§13113.8, 17926-17926.2] Please note that it is common for many detectors to last no longer than 10 years, so please test your detectors regularly, follow the manufacturer's instructions about replacement and replace them whenever their useful life ends. If you have tenants, there are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard-wired detectors have batteries designed to last for the life of the detectors.

D. Gated Communities and Associations with Locked Entry Doors or Patrols

While the Association may have gated entryways, locked exterior doors and periodic patrols, these features cannot be relied upon to guarantee your personal safety and security. Some are merely deterrents, and others may help to identify a criminal after the fact, but even that is not certain. Thus, each owner is responsible for his or her own personal safety and security on the property. Owners must communicate these facts to their respective tenants and guests.

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May 24, 2023

RE: Budget Increase Notice

Dear Members:

The Board of Directors has spent several months discussing and reviewing the budget. Due to inflation and major drivers of year-to-year spending increases including contracts and utilities, the Board has determined that there will be an increase of your monthly assessment for this fiscal year. The increase will continue to replenish the reserves and provide the finances to continue to perform the necessary repairs on structures that are over 40 years old. The Board has worked hard to ensure that property values remain strong and the community aesthetics desirable to the general population.

As mentioned on the annual disclosure cover page, the Board of Directors does not anticipate that any special assessments will be required to replace, repair or restore any major component of the reserve program. This is a very important factor as special assessments affect everything from the HOA's insurance premiums to owners' ability to re-fi and potential buyers' loan qualifications. This HOA has never imposed a special assessment in part because the budget is adhered to, and operating expenses are covered by regular assessments.

Effective July 1, 2023, the monthly assessment rate will be increased to \$370.00 per month. If you have automatic payments set up through your financial institution, please make sure that the increased changes are effective for your July payment. If you are set up via ACH, the HOA will handle the increased amount pulled from your banking account on file. You will also continue to receive your emailed monthly statement that will reflect the new amount on July 1st.

The Board continues to work with a Landscape Architect to design front yard landscaping that will be more water efficient. With the hopes of saving future water expenses and also ensuring that your HOA is ahead of any potential water restrictions imposed by government agencies.

You can also find the Presidents & Treasurer's report given at the Homeowners Annual Meeting on the HOA's website, www.villaantiguahoa.org under the newsletters of the documents tab. There were several topics discussed in more detail if you were unable to attend.

If you have any questions or would like to discuss anything in this notice, please feel free to email the manager, Clover Ericson at office@villaantiguahoa.org or by calling the office at (858) 268-0929. The Board of Directors thanks you for your understanding and support.

Villa Anitgua HOA

July - June 2024 Operating Budget

APPROVED

	23-24 Budget	2023 Monthly	Per Unit
Income			
4000 Monthly Assessments	\$ 896,880.00	\$ 74,740.00	\$ 370.00
4002 Keys/Remotes Income	\$ 175.00		
4005 Late Fees	\$ 100.00		
4055 Escrow/Transfer Fees	\$ 1,375.00	\$ 114.58	
4100 Operating Interest Income	\$ 46.42	\$ 3.87	
Total Revenue	\$ 898,576.42	\$ 74,858.45	\$ 370.00

Operating Expenses

General & Administrative Exp

6102 Audit & Tax Returns	\$ 1,525.00	\$ 127.08	\$ 0.63
6104 Recording Fees	\$ -	\$ -	\$ -
6105 Inspector of Elections	\$ 1,800.00	\$ 150.00	\$ 0.74
6107 Salaries - Office	\$ 76,516.00	\$ 6,376.33	\$ 31.57
6108 Payroll Taxes	\$ 52,500.00	\$ 4,375.00	\$ 21.66
6109 Payroll Processing	\$ 5,300.00	\$ 441.67	\$ 2.19
6110 Retirement Match (401K)	\$ 17,050.00	\$ 1,420.83	\$ 7.03
6111 Legal & Professional Fees	\$ 1,200.00	\$ 100.00	\$ 0.50
6112 License & Permits	\$ 475.00	\$ 39.58	\$ 0.20
6113 Printing/Communications	\$ 1,350.00	\$ 112.50	\$ 0.56
6114 Office Equipement R&M	\$ 3,600.00	\$ 300.00	\$ 1.49
6117 Office Supplies/Equip.	\$ 4,800.00	\$ 400.00	\$ 1.98
6118 Postage & Delivery	\$ 500.00	\$ 41.67	\$ 0.21
6119 Reserve Study	\$ 1,250.00	\$ 104.17	\$ 0.52
6120 Social/Recreational	\$ 3,000.00	\$ 250.00	\$ 1.24
6121 Subscriptions/Dues	\$ 4,800.00	\$ 400.00	\$ 1.98
6122 Taxes - State & Fed	\$ 1,000.00	\$ 83.33	\$ 0.41
Total General/Admin	\$ 176,666.00	\$ 14,722.17	\$ 72.88

Insurance

6155 D&O Policy	\$ 2,657.00	\$ 221.42	\$ 1.10
6156 Fidelity/Crime	\$ 457.00	\$ 38.08	\$ 0.19
6157 Property/Liability Insurance	\$ 7,454.00	\$ 621.17	\$ 3.08
6158 Umbrella Policy	\$ 1,813.00	\$ 151.08	\$ 0.75
6161 WC Insurance/OFFICE	\$ 2,287.83	\$ 190.65	\$ 0.94
6162 WC Insurance/LANDS	\$ 5,598.83	\$ 466.57	\$ 2.31
6163 Health/OFFICE	\$ 6,049.20	\$ 504.10	\$ 2.50
6164 Health/LANDS	\$ 21,343.56	\$ 1,778.63	\$ 8.81
Total Insurance Exp	\$ 47,660.42	\$ 3,971.70	\$ 19.66

Grounds Maintenance

6201 Common Area/Special Projects	\$ -	\$ -	\$ -
6204 Pest Control (Bees)	\$ 840.00	\$ 70.00	\$ 0.35
6205 Pool/Spa Contract	\$ 6,240.00	\$ 520.00	\$ 2.57
6206 Pool/Spa Supplies	\$ 8,400.00	\$ 700.00	\$ 3.47
6208 Backflow Test & Repairs	\$ 2,500.00	\$ 208.33	\$ 1.03

6212 Janitorial Maintenance	\$ 250.00	\$ 20.83	\$ 0.10
6213 Repairs/Maintenance	\$ 2,500.00	\$ 208.33	\$ 1.03
6214 Clubhouse Supplies	\$ 3,000.00	\$ 250.00	\$ 1.24
6215 R&M Clubhouse/Tennis Courts	\$ 3,000.00	\$ 250.00	\$ 1.24
Total Grounds Maint.	\$ 26,730.00	\$ 2,227.50	\$ 11.03
<u>Landscape Expense</u>			
6301 Landscape Salaries	\$ 187,252.00	\$ 15,604.33	\$ 77.25
6303 Irrigation Maintenance	\$ 4,800.00	\$ 400.00	\$ 1.98
6306 Landscape Extras (Plants/chemicals)	\$ 4,500.00	\$ 375.00	\$ 1.86
6307 Landscape Supplies	\$ 6,100.00	\$ 508.33	\$ 2.52
6308 Tree Removal	\$ 3,000.00	\$ 250.00	\$ 1.24
6309 Tree Trimming	\$ 35,250.00	\$ 2,937.50	\$ 14.54
6310 Landscape Equip/Repairs	\$ 3,600.00	\$ 300.00	\$ 1.49
6313 Truck Expense	\$ 2,400.00	\$ 200.00	\$ 0.99
6314 UgMO Lease	\$ 9,426.00	\$ 785.50	\$ 3.89
Total Landscape Expense	\$ 256,328.00	\$ 21,360.67	\$ 105.75
<u>Utilities Expense</u>			
6401 Gas & Electric	\$ 14,100.00	\$ 1,175.00	\$ 5.82
6402 Telephone/Internet	\$ 3,220.00	\$ 268.33	\$ 1.33
6404 Trash Removal	\$ 4,800.00	\$ 400.00	\$ 1.98
6405 Water & Sewer	\$ 65,000.00	\$ 5,416.67	\$ 26.82
Total Utilities Exp	\$ 87,120.00	\$ 7,260.00	\$ 35.94
<u>Other Expenses</u>			
6506 R&M Units-Materials	\$ 7,200.00	\$ 600.00	\$ 2.97
6507 R&M Units- Labor	\$ 32,032.00	\$ 2,669.33	\$ 13.21
Total Other Exp	\$ 39,232.00	\$ 3,269.33	\$ 16.18
Total Operating Expense	\$ 633,736.42	\$ 52,811.37	\$ 261.44
7100 Reserve Contribution	\$ 264,840.00	\$ 22,070.00	\$ 109.26
Total	\$ 898,576.42	\$ 74,881.37	



Villa Antigua

San Diego, CA

Level of Service: Update "With-Site-Visit"

Report #: 15614-15

of Units: 202

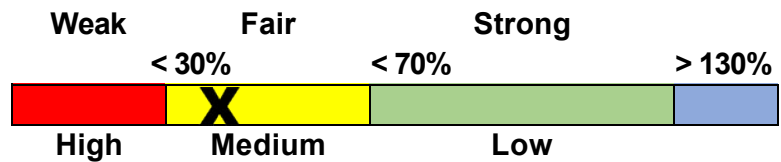
July 1, 2023 through June 30, 2024

Findings & Recommendations

as of July 1, 2023

Projected Starting Reserve Balance	\$661,271
Currently Fully Funded Reserve Balance	\$1,658,614
Average Reserve Deficit (Surplus) Per Unit	\$4,937
Percent Funded	39.9 %
Recommended 2023/24 Monthly Full Funding Contribution	\$26,100
Alternate minimum contributions to keep Reserve above \$0	\$20,600
Most Recent Reserve Contribution Rate	\$23,600

Reserve Fund Strength: 39.9%



Risk of Special Assessment:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	1.00 %
Annual Inflation Rate	3.00 %

This is an Update "With-Site-Visit", based on a prior Report prepared by Association Reserves for your 2022/23 Fiscal Year. We performed the site inspection on 2/17/2023

This Reserve Study was prepared by a credentialed Reserve Specialist (RS).

Because your Reserve Fund is at 39.9 % Funded, this means the association's special assessment and deferred maintenance risk is currently Medium. The objective of your multi-year Funding Plan is to Fully Fund your Reserves, where associations enjoy a low risk of Reserve cash-flow problems.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contribution rate to more-closely match the annual rate of deterioration occurring to your Reserve components.

No assets appropriate for Reserve designation were excluded.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
BUILDING ENVELOPE				
104	Balcony Decks / CH Stairs - Seal	5	0	\$45,400
105	BalcDecks/CHStr/Rails-Resrfc/Repair	5	3	\$118,450
1115	Stucco/Wood-Repaint/Repair (Ph 1)	12	6	\$315,500
1115	Stucco/Wood-Repaint/Repair (Ph 2)	12	7	\$315,500
1116	Hardie Surfaces-Repaint/Recaulk(A)	15	1	\$98,850
1116	Hardie Surfaces-Repaint/Recaulk(B)	15	7	\$98,850
1121	Hardie Surfaces - Replace (Ph 1)	35	23	\$299,500
1121	Hardie Surfaces - Replace (Ph 2)	35	24	\$299,500
1121	Hardie Surfaces - Replace (Ph 3)	35	25	\$299,500
1121	Hardie Surfaces - Replace (Ph 4)	35	26	\$299,500
1121	Hardie Surfaces - Replace (Ph 5)	35	27	\$299,500
1199	Elevated Structures - Inspection	9	0	\$50,000
1303	Clubhouse Roof - Replace	30	5	\$10,660
1812	Landscape Shed - Repair	30	5	\$11,200
FENCING, WALLS AND GATES				
502	Tennis/Shed CL Fence - Replace(1/3)	50	6	\$9,985
502	Tennis/Shed CL Fence - Replace(1/3)	50	21	\$9,985
502	Tennis/Shed CL Fence - Replace(1/3)	50	36	\$9,985
505	HOA Party Fence - Replace (10585EC)	15	2	\$2,100
505	HOA Party Fence - Replace (10709PD)	15	7	\$2,100
505	HOA Party Fence - Replace (10792PD)	15	7	\$2,100
505	HOA Party Fence - Replace (5797 M)	15	3	\$2,100
505	HOA Party Fence - Replace (5805 M)	15	2	\$2,100
505	HOA Party Fence - Replace (5895 M)	15	3	\$2,100
505	HOA Party Fence - Replace (5919 EE)	15	9	\$2,100
505	HOA Party Fence - Replace (5919 PC)	15	8	\$2,100
505	HOA Party Fence - Replace (6193 PC)	15	14	\$2,100
505	HOA Party Fence - Replace(10687 PD)	15	11	\$2,100
505	HOA Party Fence - Replace(5805 PC)	15	2	\$2,100
505	HOA Party Fence - Replace(5891 PC)	15	4	\$2,100
505	HOA Party Fence - Replace(5896 M)	15	7	\$2,100
1114	PerimWall-Repl(5687Menorca-Hardie)	15	11	\$9,250
1115	Perimeter Wall:A- Part'I Repl	40	32	\$127,000
1115	Perimeter Wall:B- Part'I Repl	40	39	\$30,000
1115	Perimeter Wall:C- Part'I Repl	40	5	\$60,000
CLUBHOUSE INTERIORS				
903	Clubhouse Furniture - Replace	15	3	\$10,850

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
909	Bathrooms - Remodel	24	12	\$11,950
910	Clubhouse - Remodel	30	18	\$30,000
911	Office - Refurb (Pt/Carpet/HVAC)	10	2	\$13,000
912	Office Equipment - Replace	4	3	\$4,655
913	Office - Remodel (Windows/Ceil)	30	2	\$20,000
RECREATION				
405	Play Equipment - Replace	20	1	\$41,500
412	Benches - Repair	20	12	\$3,400
503	Pool Metal Fence - Repair/Replace	50	5	\$15,050
507	Pool Stucco Wall - Repair	12	7	\$1,800
509	Spa Equipment Cover - Rebuild	20	5	\$1,550
509	Wood Trellis - Replace	36	24	\$16,150
721	Gate Lock Systems - Replace(Pool-A)	14	1	\$3,125
721	Gate Lock Systems - Replace(Pool-B)	14	1	\$6,250
721	Gate Lock Systems - Replace(Tennis)	14	2	\$6,250
1107	Pool Metal Fence - Repaint	4	0	\$3,000
1200	Pool/Spa Deck/Mastic-Reseal/Replace	4	0	\$8,765
1201	Pool/Spa Deck - Resurface	20	11	\$10,695
1202	Pool Tile/Drains-Resrfc/Rplc/Repair	18	1	\$30,600
1203	Spa Tile/Drains-Resrfc/Rplc/Repair	12	1	\$9,750
1204	Pool/Spa Shower - Retile	30	1	\$6,450
1207	Pool Filter - Replace (A)	12	10	\$2,400
1207	Pool Filter - Replace (B)	12	4	\$2,400
1207	Spa Filter - Replace	10	4	\$1,250
1208	Spa Heater - Replace	8	2	\$3,950
1210	Pool Pump - Replace	6	5	\$3,000
1210	Spa Filter Pump - Replace	6	3	\$3,000
1210	Spa Jet Pump - Replace	6	1	\$3,000
1214	Pool/Spa Furniture: A - Replace	8	0	\$11,700
1214	Pool/Spa Furniture: B - Replace	25	2	\$5,250
1215	Solar Heating Panels - Replace	18	6	\$10,900
1221	Pool Skimmers - Replace	20	1	\$4,250
1221	Spa Skimmer - Replace	20	13	\$2,125
1222	Pool/Spa Underwater Lts:A- Replace	20	19	\$3,800
1222	Pool/Spa Underwater Lts:B- Replace	20	17	\$1,900
1223	Pool/Spa Bldg Wall Lights - Replace	20	15	\$2,400
1225	Pool Coping Stones - Replace	36	19	\$9,540
1225	Spa Coping Stones - Replace	24	13	\$2,100
1604	Tennis Courts - Resurface	5	1	\$16,500
1605	Tennis Ct Windscreen - Replace	5	1	\$6,440
LANDSCAPING & IRRIGATION				
1004	Irrigation Meter Cabinets - Replace	30	19	\$79,000

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1008	Trees - Remove/Replace	1	0	\$12,000
1009	Brush Areas - Manage	2	1	\$4,760
1705	Landscape/Irrigation - Redesign	30	29	\$96,000
1810	Mowers/Blowers - Replace	2	1	\$4,500
1810	Riding Mower - Replace	5	4	\$2,220
MISCELLANEOUS				
201	Asphalt - Resurface	24	0	\$61,600
202	Asphalt - Seal/Repair	4	0	\$5,700
203	Driveway Medians - Renovate	30	2	\$93,500
205	Concrete Surfaces - Repair	1	0	\$50,000
322	Bollard Lights - Replace	20	11	\$22,500

85 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

Assessment and Reserve Funding Disclosure Summary

Villa Antigua, San Diego

For Fiscal Year Beginning: 7/1/2023

of units: 202

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$22,070.00	\$109.26
Total Assessment Income:	\$74,740.00	\$370.00

per: Month

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

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will 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**

4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	7/1/2023
Fully Funded Balance (based on formula defined in 5570(b)4):	\$1,658,614
Projected Reserve Fund Balance:	\$661,271
Percent Funded:	39.9 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$4,937

From the 4/18/2023 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Matthew Swain

Date: 5/23/2023

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

30-Year Reserve Plan Starting with Board of Directors 2023 Rate

15614-15

Fiscal Year Start: 7/1/2023				Interest: 1.00 %		Inflation: 3.00 %				
Reserve Fund Strength: as-of Fiscal Year Start Date				Projected Reserve Balance Changes						
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses	
2023	\$661,271	\$1,658,614	39.9 %	Medium	-6.48 %	\$264,840	\$0	\$6,727	\$248,165	
2024	\$684,673	\$1,724,228	39.7 %	Medium	5.00 %	\$278,082	\$0	\$6,733	\$306,914	
2025	\$662,574	\$1,739,443	38.1 %	Medium	5.00 %	\$291,986	\$0	\$7,002	\$223,054	
2026	\$738,508	\$1,849,879	39.9 %	Medium	5.00 %	\$306,585	\$0	\$7,793	\$232,112	
2027	\$820,775	\$1,962,938	41.8 %	Medium	3.00 %	\$315,783	\$0	\$9,337	\$98,409	
2028	\$1,047,486	\$2,226,003	47.1 %	Medium	3.00 %	\$325,256	\$0	\$10,887	\$252,861	
2029	\$1,130,769	\$2,347,039	48.2 %	Medium	3.00 %	\$335,014	\$0	\$10,515	\$503,084	
2030	\$973,214	\$2,223,419	43.8 %	Medium	3.00 %	\$345,065	\$0	\$8,413	\$616,616	
2031	\$710,076	\$1,988,876	35.7 %	Medium	3.00 %	\$355,417	\$0	\$7,572	\$268,194	
2032	\$804,870	\$2,116,187	38.0 %	Medium	3.00 %	\$366,079	\$0	\$9,082	\$167,768	
2033	\$1,012,263	\$2,361,073	42.9 %	Medium	3.00 %	\$377,061	\$0	\$11,295	\$152,870	
2034	\$1,247,749	\$2,639,276	47.3 %	Medium	3.00 %	\$388,373	\$0	\$13,468	\$202,652	
2035	\$1,446,938	\$2,885,495	50.1 %	Medium	3.00 %	\$400,024	\$0	\$15,773	\$153,718	
2036	\$1,709,017	\$3,200,776	53.4 %	Medium	3.00 %	\$412,025	\$0	\$17,714	\$303,524	
2037	\$1,835,232	\$3,382,826	54.3 %	Medium	3.00 %	\$424,386	\$0	\$20,055	\$102,206	
2038	\$2,177,467	\$3,789,655	57.5 %	Medium	3.00 %	\$437,117	\$0	\$23,005	\$212,024	
2039	\$2,425,566	\$4,107,896	59.0 %	Medium	3.00 %	\$450,231	\$0	\$24,842	\$355,611	
2040	\$2,545,029	\$4,300,476	59.2 %	Medium	3.00 %	\$463,738	\$0	\$27,212	\$136,294	
2041	\$2,899,685	\$4,737,800	61.2 %	Medium	3.00 %	\$477,650	\$0	\$26,442	\$1,012,863	
2042	\$2,390,914	\$4,298,838	55.6 %	Medium	3.00 %	\$491,980	\$0	\$21,880	\$917,917	
2043	\$1,986,857	\$3,958,366	50.2 %	Medium	3.00 %	\$506,739	\$0	\$21,372	\$225,520	
2044	\$2,289,448	\$4,335,129	52.8 %	Medium	3.00 %	\$521,941	\$0	\$24,192	\$284,504	
2045	\$2,551,077	\$4,677,150	54.5 %	Medium	3.00 %	\$537,599	\$0	\$26,571	\$349,785	
2046	\$2,765,463	\$4,977,343	55.6 %	Medium	3.00 %	\$553,727	\$0	\$25,617	\$984,751	
2047	\$2,360,057	\$4,648,131	50.8 %	Medium	3.00 %	\$570,339	\$0	\$21,623	\$985,671	
2048	\$1,966,348	\$4,324,168	45.5 %	Medium	3.00 %	\$587,449	\$0	\$18,177	\$901,288	
2049	\$1,670,687	\$4,093,956	40.8 %	Medium	3.00 %	\$605,073	\$0	\$15,493	\$862,076	
2050	\$1,429,176	\$3,914,277	36.5 %	Medium	3.00 %	\$623,225	\$0	\$12,649	\$963,295	
2051	\$1,101,755	\$3,642,516	30.2 %	Medium	3.00 %	\$641,922	\$0	\$11,990	\$458,306	
2052	\$1,297,361	\$3,900,830	33.3 %	Medium	3.00 %	\$661,179	\$0	\$14,177	\$433,502	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2023

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

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

PRODUCER LaBarre/Oksnee Insurance 30 Enterprise, Suite 180 Aliso Viejo CA 92656	CONTACT NAME: PHONE (A/C, No, Ext): 800-698-0711		FAX (A/C, No): 949-588-1275
	E-MAIL ADDRESS: proof@hoa-insurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Villa Antigua HOA c/o Board of Directors 5844 Menorca Drive San Diego CA 92124	INSURER A : PMA Insurance Group		12262
	INSURER B : Philadelphia Indemnity Ins. Co		18058
	INSURER C : American Alternative Ins Co.		19720
	INSURER D : The Hanover Insurance Co.		22292
	INSURER E : Greenwich Insurance Company		22322
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 843501298

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CAU510224-5	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ Included PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAU510224-5	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB42896-1-0	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WZY-A967699-09	7/1/2022	7/1/2023	<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
C A B	Property Crime/Fidelity Bond Directors & Officers	Y Y		CAU510224-5 4123010608414Y PCAP005731-0618	5/1/2023 5/1/2023 5/1/2023	5/1/2024 5/1/2024 5/1/2024	\$2,500 Deductible** \$985,000 \$5,000 Deductible \$750,000 \$5,000 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 202 units. Located in San Diego, CA. **Separate \$2,500 Ice Damming Deductible**

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**

VILLA ANTIGUA C/O CLOVER ERICSON
 5844 MENORCA DR
 SAN DIEGO CA 92124
 USA

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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ADDITIONAL REMARKS SCHEDULE

AGENCY LaBarre/Oksnee Insurance		NAMED INSURED Villa Antigua HOA c/o Board of Directors 5844 Menorca Drive San Diego CA 92124	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage is for COMMON AREAS ONLY

- Coverage Includes:
- Special Form with Guaranteed Replacement Cost
- Additional Property Limit of \$25,000 for Trees/Shrubs
- Wind/Hail (excludes Trees/Shrubs)
- Building Ordinance or Law A+B+C
- Severability of Interest / Separation of Insureds
- Computer Fraud & Funds Transfer Fraud
- No Co-Insurance
- D&O is a Claims-Made Policy
- Hired and Non-Owned Auto Liability

VILLA ANTIGUA HOA
POLICY RESOLUTION NO. 09¹
Rule Enforcement and Discipline

WHEREAS, Article V, Section 5.02 (a) of the Bylaws and Article III, Section 3.5 (b) of the Amendment To and Restatement of the Association's CC&R's grants to the Board the powers necessary to conduct the affairs of the Association and to make such rules as the directors determine to be in the best interests of the Association; and

WHEREAS, Article V, Section 5.02 (1) of the Bylaws and Article III, Section 3.5 (c) (d) of the Amendment To and Restatement of the Association's CC&R's grants to the Board the power to enforce rules and further grants the power to discipline members who violate those rules in Article VIII of the Bylaws and Article III, Section 3.5 (d) (1-6); and

WHEREAS, it is the intent that these rules shall be applicable to any violation of the governing documents by an owner/member, tenant of a member or guest of a member; this resolution will supersede any previous related resolutions and shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT, the following Enforcement and Discipline Procedures be established:

The following policies and associated fines constitute the enforcement procedures governing members of the Villa Antigua Homeowners Association who violate the rules, regulations, and agreements of the Articles of Incorporation, the Bylaws and the CC&Rs.

1. Written Complaint to Manager or Board Member - The Manager, a board member, homeowner, or tenant all have the authority to request that any resident or visitor cease or correct any act which appears to be a violation of Villa Antigua HOA rules and regulations. The request shall be made in writing and include the nature and approximate date of the violation. The request shall be addressed to the Association Manager.

2. Notice of Violation to Owner - The Manager will send a written explanation of the violation to the resident with a request to stop the behavior in a given time period. However, if a resolution or cessation of the seeming violation cannot be accomplished the following steps shall be undertaken:

3. Notice of Hearing - This notice is sent to the resident explaining that a fine shall be assessed if a resolution is not forthcoming and inviting the resident to a Hearing with the Board to explain why discipline should not be imposed. The process must include:

a. Notice of Hearing - To be sent by Manager at least ten (10) days prior to the meeting and delivered either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the Hearing, the nature of the alleged violation for which a Member may be disciplined, or the nature of the damage to the common area and facilities for which a monetary charge may be imposed, and a statement that

¹ AMENDED APRIL 2014

the Member has a right to attend and may address the Board at the meeting. The Member may request that the Hearing be in Executive Session.

b. Opportunity to Be Heard - Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf.

c. Rescheduled Meetings - Upon presenting a timely, written request and for worthy cause, an alleged violator may be granted a continuance to a new hearing date.

d. Failure to Appear - In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.

e. Correction of Violation - In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.

4. Hearing Process - The homeowner shall come to the Hearing prepared to explain the situation and/or what steps are being taken to resolve it. -

5. Decision - Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision including any disciplinary action, such as imposition of a monetary fine or charges.

6. Fine Schedule - **In order to assess monetary penalties the Association must adopt and distribute to members with the annual policy statement a schedule of violations and corresponding monetary penalties.** (Civil Code §5850) See EXHIBIT A.

7. IDR - If the issue is not resolved, either the Member or the Board may invoke, in writing, a "Notice of Request for Internal Dispute Resolution" also known as "IDR" or "Meet & Confer". The Board or a representative of the Board shall meet informally with the member to discuss any dispute regarding an alleged violation of the governing documents. This process of informal dispute resolution shall be conducted in accordance with the Association's policy of Internal Dispute Resolution ("IDR"). There shall be no charge for a Member's participation in the Villa Antigua HOA "IDR" process.

8. ADR - If the issue is not resolved during the IDR process, the California Legislature has established a public policy that requires the use of Alternative Dispute Resolution (also known as "ADR" or "Arbitration or Mediation") before resorting to litigation. Either party may invoke the process. The Association and the Member-in-Violation will split the cost of the ADR process equally.

9. Litigation - If the issue is not resolved during the ADR process, litigation may be needed for final resolution.

Minutes #377

ATTEST:

April 29, 2014

Marti Gray, President

Villa Antigua HOA

EXHIBIT A

DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT

CHAPTER 10. Dispute Resolution and Enforcement
ARTICLE 1. Discipline and Cost Reimbursement
§5850. Monetary Penalties and Fine Schedules

d) An association shall provide a copy of the most recently distributed schedule of monetary penalties, along with any applicable supplements to that schedule, to any member upon request. [2012 - Based on former §1363(f)]

VILLA ANTIGUA HOA - FINE SCHEDULE

a) Fines are as follows for violations of the Governing Documents. If Violation is upheld by Board, notices will be sent after Hearing for as long as violation continues to exist. See Item 5 above.

Notice of Violation - no charge
1st Notice after Hearing - \$25
2nd Notice after Hearing- \$ 50
3rd Notice after Hearing- \$100
4th Notice after Hearing- \$300
Subsequent Offenses--\$500 each

b) Failure to pay fines within thirty- (30) days may result in legal action.

c) Actual costs for any damages to common area and/or facilities including but not limited to the clubhouse, pools, tennis courts or tot lot, as well as attorney fees incurred by the association in obtaining compliance, are to be paid in addition to any fines.

d) The Association may pursue one or more disciplinary measures simultaneously. In addition to assessment of fines, the Board may suspend a Member's Association privileges such as voting rights, pool and/or tennis use and use of the clubhouse, not to exceed 60 days for each violation. The selection of one discipline does not preclude the Association's right to pursue others.

Minutes #377
ATTEST:
April 29, 2014
Marti Gray, President
Villa Antigua HOA

VILLA ANTIGUA HOA
POLICY RESOLUTION NO. 05†
Architectural Change Guidelines

WHEREAS, Article III § 3.5 (b) Operating Rules, of the Declaration of Covenants, Conditions and Restrictions gives the Board of Directors powers to adopt reasonable rules and restrictions, and

WHEREAS, CA Civil Code § 5310(a)(10) requires that the association must issue a summary of requirements for approval of any architectural or physical changes made by homeowners to their unit, and

WHEREAS, any procedures shall be made pursuant to CA Civil Code §4765 and §4765(c) which requires that these procedures be distributed annually to homeowners, and

WHEREAS, it is the intent that these rules shall be applicable to any violation of the governing documents by an owner/member, tenant of a member or guest of a member; this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT this resolution will supersede and consolidate all previous related resolutions, and that the following architectural changes require prior written approval by the Architectural Control Committee and/or the Board of Directors:

- All requests for any change or installation, such as those listed below, that will directly affect the exterior of the unit or common area, or may be seen from the common area, must be submitted to the Association Manager on an **Architectural Request for Change (ARC)** in order to obtain approval prior to beginning work. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie board attributed to any installation.
 - An Architectural Request for Change (ARC) must contain complete information including: building permits, if required; contractor's name, license number & proof of insurance; all plans, specifications, drawings, blueprints, brochures; and are to be submitted at least seven (7) days prior to the next Board meeting. If property lines are involved, the property setback and plot map must be included. **Contact the Association Manager at 858-268-0929 via e-mail at office@villaantiguahoa.net with any questions or to obtain an ARC form.**
 - The ARC obligates the homeowner to obtain any necessary building permits; to accept responsibility for any water intrusion or other damages done, and/or any costs or losses incurred that may be attributed to installation; and also to accept responsibility for any subsequent maintenance, repair or changes related to installation. **To find out if your project needs a permit, call the City of San Diego (619) 446-5000.**
1. **Gates:** Black wrought iron gates at privacy walls. See specifications at Association Office. The Association will maintain original gates. Homeowner becomes responsible for repair and painting if the original gate is or has been replaced.
 2. **Rear or Side-yard Fencing:** All fences must be free standing and must NOT be attached to the unit or to any common privacy wall. Fence installations must be 6 feet or less in height, and of one of the following materials:
 - a. Cedar or Redwood: natural wood, 6" or 8" dog eared fence boards, 4"x4" redwood or galvanized posts, 2"x4" redwood rails
 - b. Vinyl-coated chain link fence framed with cedar or coated metal: black or green
 - c. Wrought iron: black or green
 - d. Vinyl or composite material: natural wood color, almond, beige (NOT white)
 - e. Glass may be used for rear fencing only
 3. **Patio Slabs & Walkways attached to unit:** materials may include concrete, brick, tile pavers, concrete & redwood headers, colored concrete, stamped concrete.
 4. **Patio Decks attached to unit:** materials may include redwood, cedar, or high-quality composite.

5. **Trellises attached to unit:** materials may include Douglas fir, cedar, or other engineered wood, painted to match existing wood trim OR high-quality composite aluminum alloy with wood embossed baked enamel finish, color to match adjacent surface.
6. **Retaining Walls & Planter Boxes attached to unit:** A City of San Diego Building Permit may be required for retaining walls over 3 feet high. Materials may include brick, block, stucco, slump block, wood, railroad ties, or adobe brick. Stucco walls should match the unit color. When built near the wall of neighbor's unit, there must be a divider at least 2" from wall so no dirt touches wall or covers weep screed.
7. **Landscape, Irrigation & Underground Drainage Systems:** Ask your Contractor if a City of San Diego building permit is required for in-ground lawn sprinkler installations. All drainage systems must drain to front of lot. All drain flow lines should slope a minimum of one percent, with core cut curb and gutter as required to drain to the street. No additional plants of any kind can be added to the front area outside the privacy wall. Trees and plants must be planted and maintained to avoid damage to property or adjacent properties as they mature. No vine type plants that will grow up the walls or encroach on neighbor's yard are permitted. Trees and plants with root systems that may cause damage to property, structural foundations and footings should not be planted.
8. **Windows, Sliding Glass Doors & Skylights:** Homeowners have the responsibility for the maintenance and upkeep of windows, sliding glass doors, French doors and skylights. A City of San Diego building permit may be required. Window or sliding door frames may be metal or vinyl (color: almond or tan not white) Skylight frames and transparency must be bronze in color. French doors must have prior approval from the board. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie board attributed to installation.
9. **Yard/Patio Accessories:** No items may be attached to the unit or privacy walls without prior Board approval. No items may be placed in the front area outside of the privacy wall. **A freestanding/detached item within yard does NOT require Board approval.**
10. **Patio Covers & Roof Overhangs attached to unit:** A City of San Diego building permit may be required if the structure is more than 300 square feet, or higher than 12 feet above grade. Structure to be constructed to match the unit in style and materials. Structure may not encroach into adjacent yards. Awnings and exterior shades are subject to Board approval. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation. **Corrugated plastic covers are prohibited.**
11. **Front Doors:** Picture must be submitted of replacement doors. Color must be approved.
12. **Screen & Security Doors:** Picture must be submitted of screen or security door. **Color:** Black, brown, dark bronze or almond, NOT white. Any screens attached to front gate must be black.
13. **Exterior Light Fixtures attached to unit:** Picture must be submitted of replacement fixture. Color may be black, dark bronze, brass, or brushed nickel, NOT white. Use of motion sensors is OK.
14. **Gutters/Downspouts:** Homeowners have the responsibility for the maintenance and upkeep of gutters/downspouts. Colors to match adjacent surface of stucco, fascia or Hardie Board.
15. **Venting:** Must be painted the color of the adjacent surface.
16. **Solar Installations:** All installations of roof-mounted photo voltaic or heating units must be consistent with Federal and California State Civil Code, section 714 Guidelines. No trees or shrubs may be cut except on said owner's property. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in galvanized chase cover and painted to match the adjacent surfaces. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation.
17. **Room Additions & Remodels:** Additions or remodels are to be constructed to match the unit in style and materials and be in accordance with submitted plans. The homeowner should obtain, in writing, adjacent unit owners' approval for remodel and present copy to the Board. A copy of the building permit and the final approved City inspection must be furnished to the Board. Construction must be completed within ninety- (90) days of commencement.
18. **Central Air Conditioning:** Placement of unit must be pre-approved. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in galvanized chase cover and painted to match

the adjacent surfaces. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation. **Window units are prohibited.**

19. **Roofs, Roof Jacks and Fascia:** Homeowners have the responsibility for the maintenance and upkeep of the roof, roof jacks, and all fascia, including painting. For certain installations, a City of San Diego building permit is required. See Specifications in Association Office for types and colors of shingles that are acceptable. All installations must follow the most recent Uniform Building Code adopted by the City of San Diego. Contractor must provide insurance certificate showing homeowner and association as additional insureds.
20. **Satellite Dishes & TV/Video Antenna:** Size must be 36" or less in diameter or diagonal measurement. Whenever reasonably possible, every effort shall be made to ensure that it cannot be seen from the street and is screened from adjacent properties. Any penetrations in the stucco or Hardie Board must be sealed, and any exposed electrical conduit or wires should be encased in galvanized chase cover and painted to match the adjacent surfaces. The homeowner shall be responsible for any repairs and/or water intrusion in the stucco or Hardie Board attributed to installation. Installations must follow Federal, State, Local laws.
21. **Garage Doors:** Homeowners have the responsibility for the maintenance and upkeep of garage door. The door must meet the following specifications:
 - a) 24-gauge steel sectional garage door
 - b) Color: New Replacement garage doors after April 2015 may be Almond or match the unit paint color scheme with architectural approval.
 - c) Four horizontal and four vertical panels ONLY
 - d) Windows with plain or opaque glass are acceptable.
 - e) No reflective tints or window coverings of any kind are permitted.
22. **Signage/Flags: Board approval is NOT required if adhering to these rules:**
 - a) No sign of any kind shall be attached to the unit.
 - b) Decorative plates or address numbers should be no larger than 12" x 18" and should NOT penetrate or be permanently attached to the privacy wall.
 - c) "Beware of Dog" or "No Solicitors" signs may be attached to the front gate.
 - d) Non-commercial signs or posters such as political, rent, sale, lease or security signs are to be freestanding, no higher than five feet off the ground or more than nine square feet.
 - e) Non-commercial flags or banners are to be no more than 15 square feet in size.
 - f) No more than two (2) or a combination thereof, signs or flags may be displayed at each property.
 - g) Any flags or signs deemed to be in poor condition by the Board or Management must be removed or replaced when instructed.
 - h) Per Civil Code §4710 signs, posters and flags displaying crude or offensive language or images, or fighting words, are prohibited.
 - i) Campaign signs or flags may not be displayed earlier than 60 days prior to an election and must be removed 2 weeks after the close of the election polls.
 - j) Holiday decorations and lights may NOT be permanently affixed to the unit or common walls. There should be NO penetration of stucco or Hardie board. Decorations can be displayed no earlier than four (4) weeks prior to the holiday with the exception of the winter holidays, which can be displayed the day after Thanksgiving. All decorations are to be removed within one week after the holiday, with the exception of the winter holiday decorations, which are to be removed by January 7th.
23. **Unit Color Scheme:** The Association is solely responsible to paint, maintain, repair and replace exterior building stucco, wood trim and other items such as caps on some unit privacy walls and rails on some balconies. *Hardie Plank Siding is replacing wood trim and has a 35-year warranty against termite and dry rot damage.* The color scheme, as adopted by the Board at the October 1998 meeting, is binding and mandatory. See specifications in Association Office.

Villa Antigua Homeowners Association

5844 Menorca Dr., San Diego, CA 92124 • Website www.villaantiguahoa.org
Phone (858) 268-0929 • E-Mail office@villaantiguahoa.org

NOTICE OF OPT OUT OF SHARING OF MEMBER INFORMATION

Civil Code §5220. Member's Right to Opt out of Sharing Contact Information

A member of the association may opt out of the sharing of that member's name, property address, and mailing address by notifying the association in writing that the member prefers to be contacted via the alternative process described in subdivision (c) of Section 8330 of the Corporations Code. This opt out shall remain in effect until changed by the member. [2012 - Based on former §1365.2(a)(1)(I)(iii)]

To: Villa Antigua Homeowners Association

From: _____ **Date:** _____

I prefer to be contacted via the alternative process described in subdivision (c) of Section 8330 of the California Corporations Code. This Opt Out shall remain in effect until changed by me. The items that are checked below are not to be given out until further notice.

My name Property Address Phone #'s

My mailing address My e-mail address

Signed: _____

Print Name: _____

Date: _____ Unit No: _____

Association property address: _____
