

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 29, 2025

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, 2025 to June 30, 2026 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 10.23% increase in monthly dues from \$440.00 per month to \$485.00 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, 2025, your new assessment rate will be \$485.00 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 9.4% funded based on the following amounts:

\$297,197 Current Reserve Cash
\$3,167,604 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 plan to defer repairs or replacement of driveway replacements this fiscal year to further build the reserves.

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

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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.

Villa Antigua HOA		APPROVED		APPROVED			
July - June 2026 Operating Budget		2025-2026 Budget		2025-2026 Monthly		Per Unit	
<u>Income</u>							
4000 Monthly Assessments		\$	1,175,640.00	\$	97,970.00	\$	485.00
Total Revenue		\$	1,175,640.00	\$	97,970.00	\$	485.00
Operating Expenses							
<u>General & Administrative Exp</u>							
6102 Audit & Tax Returns		\$	1,700.00	\$	141.67	\$	0.70
6105 Inspector of Elections		\$	1,000.00	\$	83.33	\$	0.41
6107 Salaries - Office		\$	83,548.25	\$	6,962.35	\$	34.47
6108 Payroll Taxes/Employee Benefits		\$	25,654.68	\$	2,137.89	\$	10.58
6109 Payroll Processing		\$	2,547.00	\$	212.25	\$	1.05
6110 Retirement Match (401K)		\$	10,790.00	\$	899.17	\$	4.45
6111 Legal & Professional Fees		\$	3,500.00	\$	291.67	\$	1.44
6112 License & Permits		\$	676.00	\$	56.33	\$	0.28
6113 Printing/Communications		\$	1,350.00	\$	112.50	\$	0.56
6114 Office Equipement R&M		\$	2,500.00	\$	208.33	\$	1.03
6117 Office Supplies/Equip.		\$	5,200.00	\$	433.33	\$	2.15
6118 Postage & Delivery		\$	500.00	\$	41.67	\$	0.21
6119 Reserve Study		\$	1,250.00	\$	104.17	\$	0.52
6120 Social/Recreational		\$	200.00	\$	16.67	\$	0.08
6121 Subscriptions/Dues		\$	5,600.00	\$	466.67	\$	2.31
6122 Taxes - State & Fed		\$	1,500.00	\$	125.00	\$	0.62
Total General/Admin		\$	147,515.93	\$	12,292.99	\$	60.86
<u>Insurance</u>							
6155 D&O Policy		\$	3,384.00	\$	282.00	\$	1.40
6156 Fidelity/Crime		\$	480.00	\$	40.00	\$	0.20
6157 Property/Liability Insurance		\$	10,852.50	\$	904.38	\$	4.48
6158 Umbrella Policy		\$	3,663.00	\$	305.25	\$	1.51
6161 WC/Taxes/Benes/OFFICE		\$	1,155.00	\$	96.25	\$	0.48
6162 WC/Taxes/Benes/LANDS		\$	1,300.40	\$	108.37	\$	0.54
6163 Health/Life Ins/OFFICE		\$	7,486.56	\$	623.88	\$	3.09
6164 Health/Life Ins/LANDS		\$	15,819.84	\$	1,318.32	\$	6.53
Total Insurance Exp		\$	44,141.30	\$	3,678.44	\$	18.21
<u>Grounds Maintenance</u>							
6201 Common Area/Special Projects		\$	865.45	\$	72.12	\$	0.36
6204 Pest Control (Bees)		\$	1,250.00	\$	104.17	\$	0.52
6205 Pool/Spa Contract		\$	7,200.00	\$	600.00	\$	2.97
6206 Pool/Spa Supplies		\$	9,400.00	\$	783.33	\$	3.88
6208 Backflow Test & Repairs		\$	5,000.00	\$	416.67	\$	2.06
6212 Janitorial Maintenance		\$	15,696.00	\$	1,308.00	\$	6.48
6213 Repairs/Maintenance		\$	1,500.00	\$	125.00	\$	0.62
6214 Clubhouse Supplies		\$	2,750.00	\$	229.17	\$	1.13
6215 R&M Clubhouse/Tennis Courts		\$	1,500.00	\$	125.00	\$	0.62
6217 Fire Extinguisher Svc		\$	120.00	\$	10.00	\$	0.05

6225 Facility Maintenance	\$	37,440.00	\$	3,120.00	\$	15.45
6226 Facilities Maintenance Supplies	\$	1,200.00	\$	100.00	\$	0.50
Total Grounds Maint.	\$	83,921.45	\$	6,993.45	\$	34.62
<u>Landscape Expense</u>						
6303 Irrigation Maint. & Repairs	\$	24,000.00	\$	2,000.00	\$	9.90
6304 Landscape Maint. Contract	\$	213,210.00	\$	17,767.50	\$	87.96
6306 Landscape Extras (Plants/chemicals)	\$	1,000.00	\$	83.33	\$	0.41
6307 Landscape Supplies	\$	3,000.00	\$	250.00	\$	1.24
6308 Tree Removal	\$	1,250.00	\$	104.17	\$	0.52
6309 Tree Trimming	\$	37,200.00	\$	3,100.00	\$	15.35
6314 UgMO Lease	\$	9,426.00	\$	785.50	\$	3.89
Total Landscape Expense	\$	289,086.00	\$	24,090.50	\$	119.26
<u>Utilities Expense</u>						
6401 Gas & Electric	\$	14,000.00	\$	1,166.67	\$	5.78
6402 Telephone/Internet	\$	2,078.76	\$	173.23	\$	0.86
6404 Trash Removal	\$	3,695.00	\$	307.92	\$	1.52
6405 Water & Sewer	\$	87,181.56	\$	7,265.13	\$	35.97
Total Utilities Exp	\$	106,955.32	\$	8,912.94	\$	44.12
<u>Other Expenses</u>						
6506 R&M Units-Materials	\$	3,000.00	\$	250.00	\$	1.24
6507 R&M Units- Labor	\$	45,760.00	\$	3,813.33	\$	18.88
Total Other Exp	\$	48,760.00	\$	4,063.33	\$	20.12
Total Operating Expense	\$	720,380.00	\$	60,031.67	\$	297.19
7100 Reserve Funding	\$	455,260.00	\$	37,938.33	\$	187.81
Total	\$	1,175,640.00	\$	97,970.00	\$	485.00

**Villa Antigua**

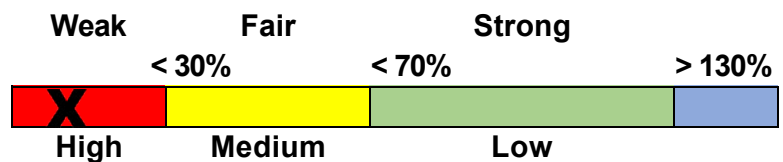
San Diego, CA

Level of Service: **Update "No-Site-Visit"**Report #: **15614-17**

of Units: 202

July 1, 2025 through June 30, 2026**Findings & Recommendations****as of July 1, 2025**

Projected Starting Reserve Balance	\$297,197
Currently Fully Funded Reserve Balance	\$3,167,604
Average Reserve Deficit (Surplus) Per Unit	\$14,210
Percent Funded	9.4 %
Recommended 2025/2026 Monthly Full Funding Transfer	\$32,200
Alternate minimum Monthly transfer to keep Reserve above \$0	\$30,200
Most Recent Budgeted Monthly Reserve Transfer	\$27,800

Reserve Fund Strength: 9.4%**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 "No-Site-Visit", based on a prior Reserve Study prepared by Association Reserves for your 2024-2025 Fiscal Year. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by, or under the Responsible Charge of, a credentialed Reserve Specialist (RS). Your Reserve Fund is currently at 9.4 % Funded. Being below 30% Funded represents a weak Reserve position. Associations in this range have a High risk of Reserve cash-flow problems (such as special assessments and/or deferred maintenance) in the near future.

Your ongoing Monthly rate of Reserve Component deterioration is \$36,512 while your current budget allocation towards reserves is \$27,800. Based on this starting point, your anticipated future expenses, and your historical Reserve funding rate, our recommendation is to increase your Reserve funding. Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and gradually bring your association closer to the "Fully Funded" (100%) level.

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	4	\$47,900
105	BalcDecks/CHStr/Rails-Resrfc/Repair	5	4	\$114,600
105	Balcony Decks - Major Repairs	30	29	\$360,500
1115	Stucco/Wood-Repaint/Repair (Ph 1)	12	4	\$384,500
1115	Stucco/Wood-Repaint/Repair (Ph 2)	12	5	\$384,500
1115	Stucco-Repair (Annual)	1	0	\$25,000
1116	Hardie Surfaces-Repaint/Recaulk(A)	15	0	\$106,300
1116	Hardie Surfaces-Repaint/Recaulk(B)	15	5	\$106,300
1121	Hardie Surfaces - Replace (Ph 1)	35	21	\$319,500
1121	Hardie Surfaces - Replace (Ph 2)	35	22	\$319,500
1121	Hardie Surfaces - Replace (Ph 3)	35	23	\$319,500
1121	Hardie Surfaces - Replace (Ph 4)	35	24	\$319,500
1121	Hardie Surfaces - Replace (Ph 5)	35	25	\$319,500
1199	Elevated Structures - Inspection	9	7	\$49,850
1303	Clubhouse Roof - Replace	30	3	\$11,070
1812	Landscape Shed - Repair	30	3	\$11,695
FENCING, WALLS AND GATES				
502	Tennis/Shed CL Fence - Replace(1/3)	50	4	\$12,550
502	Tennis/Shed CL Fence - Replace(1/3)	50	19	\$12,550
502	Tennis/Shed CL Fence - Replace(1/3)	50	34	\$12,550
505	HOA Party Fence - Replace (10585EC)	15	1	\$2,270
505	HOA Party Fence - Replace (10709PD)	15	5	\$2,270
505	HOA Party Fence - Replace (10792PD)	15	5	\$2,270
505	HOA Party Fence - Replace (5797 M)	15	1	\$2,270
505	HOA Party Fence - Replace (5805 M)	15	1	\$2,270
505	HOA Party Fence - Replace (5895 M)	15	1	\$2,270
505	HOA Party Fence - Replace (5919 EE)	15	7	\$2,270
505	HOA Party Fence - Replace (5919 PC)	15	6	\$2,270
505	HOA Party Fence - Replace (6193 PC)	15	12	\$2,270
505	HOA Party Fence - Replace(10687 PD)	15	9	\$2,270
505	HOA Party Fence - Replace(5805 PC)	15	1	\$2,270
505	HOA Party Fence - Replace(5891 PC)	15	2	\$2,270
505	HOA Party Fence - Replace(5896 M)	15	5	\$2,270
1108	Privacy Walls: A- Replace w/Hardie Board	35	34	\$96,000
1108	Privacy Walls: B- Replace w/Hardie Board	35	0	\$25,050
1108	Privacy Walls: C- Replace w/Hardie Board	35	1	\$25,050
1108	Privacy Walls: D- Replace w/Hardie Board	35	2	\$25,050

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1108	Privacy Walls: E- Replace w/Hardie Board	35	3	\$25,050
1114	PerimWall-Repl(5687Menorca-Hardie)	15	9	\$9,650
1115	Perimeter Wall:A- Part'I Repl	40	30	\$134,000
1115	Perimeter Wall:B- Part'I Repl	40	37	\$31,950
1115	Perimeter Wall:C- Part'I Repl	40	38	\$20,700
1115	Perimeter Wall:D- Part'I Repl	40	3	\$26,700
CLUBHOUSE INTERIORS				
903	Clubhouse Furniture - Replace	15	1	\$11,335
909	Bathrooms - Remodel	24	16	\$12,350
910	Clubhouse - Remodel	30	16	\$31,950
911	Office - Refurb (Pt/Carpet/HVAC)	10	1	\$13,400
912	Office Equipment - Replace	4	2	\$8,635
913	Office - Remodel (Windows/Ceil)	30	1	\$21,150
921	Window Treatments - Replace	10	8	\$1,340
RECREATION				
405	Play Equipment - Replace	20	1	\$43,750
412	Benches - Repair	20	10	\$3,605
503	Pool Metal Fence - Repair/Replace	50	3	\$15,480
507	Pool Stucco Wall - Repair	12	5	\$1,905
509	Pool Equipment Cover - Rebuild	20	18	\$7,415
509	Spa Equipment Cover - Rebuild	20	3	\$1,650
509	Wood Trellis - Replace	36	22	\$21,500
721	Gate Lock Systems - Replace(Pool-A)	14	1	\$3,295
721	Gate Lock Systems - Replace(Pool-B)	14	1	\$6,645
721	Gate Lock Systems - Replace(Tennis)	14	1	\$6,645
1107	Pool Metal Fence - Repaint	4	1	\$2,580
1200	Pool/Spa Deck/Mastic-Reseal/Replace	4	2	\$10,085
1201	Pool/Spa Deck - Resurface	20	10	\$11,385
1202	Pool Tile/Drains-Resrfc/Rplc/Repair	18	1	\$32,450
1203	Spa Tile/Drains-Resrfc/Rplc/Repair	12	1	\$10,165
1204	Pool/Spa Shower - Retile	30	1	\$6,800
1207	Pool Filter - Replace (A)	12	8	\$1,500
1207	Pool Filter - Replace (B)	12	2	\$1,500
1207	Spa Filter - Replace	10	2	\$1,500
1208	Spa Heater - Replace	8	1	\$6,000
1210	Pool Pump - Replace	6	3	\$3,195
1210	Spa Filter Pump - Replace	6	1	\$3,195
1210	Spa Jet Pump - Replace	6	1	\$3,195
1214	Pool/Spa Furniture: A - Replace	8	6	\$12,000
1214	Pool/Spa Furniture: B - Replace	25	0	\$5,565
1215	Solar Heating Panels - Replace	18	4	\$11,385
1221	Pool Skimmers - Replace	20	1	\$4,535

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1221	Spa Skimmer - Replace	20	11	\$2,265
1222	Pool/Spa Underwater Lts:A- Replace	20	17	\$4,020
1222	Pool/Spa Underwater Lts:B- Replace	20	15	\$2,010
1223	Pool/Spa Bldg Wall Lights - Replace	20	13	\$2,575
1225	Pool Coping Stones - Replace	36	17	\$10,165
1225	Spa Coping Stones - Replace	24	11	\$2,215
1604	Tennis Courts - Resurface	5	1	\$19,500
1605	Tennis Ct Windscreen - Replace	5	1	\$9,640
LANDSCAPING & IRRIGATION				
1004	Irrigation Meter Cabinets: A - Replace	30	17	\$25,200
1004	Irrigation Meter Cabinets: B - Replace	30	0	\$75,550
1008	Trees - Remove/Replace	1	0	\$12,475
1009	Brush Areas - Manage	1	0	\$10,285
1705	Landscape/Irrigation - Redesign	30	27	\$104,400
1705	Landscape/Irrigation - Renovate	30	8	\$1,500,000
MISCELLANEOUS				
201	Asphalt - Resurface	28	26	\$129,500
202	Asphalt - Seal/Repair	4	2	\$3,340
203	Driveway Medians - Renovate	30	1	\$18,950
205	Concrete Surfaces - Repair (Annual)	1	0	\$106,500
322	Bollard Lights - Replace	20	9	\$30,000
95 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: 7/1/2025

of units: 202

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Transfers:	\$37,938.33	\$187.81
Total Assessment Income:	\$97,970.00	\$485.00

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 transfers/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:	7/1/2025
Fully Funded Balance (based on formula defined in 5570(b)4):	\$3,167,604
Projected Reserve Fund Balance:	\$297,197
Percent Funded:	9.4 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$14,210

From the 4/1/2025 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: 5/21/2025

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 2025 Rate

15614-17

Fiscal Year Start: 7/1/2025					Net After Tax Interest: 1.00 %		Avg 30-Yr Inflation: 3.00 %		
Reserve Fund Strength: as-of Fiscal Year Start Date					Projected Reserve Balance Changes				
					% Increase				
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses
2025	\$297,197	\$3,167,604	9.4 %	High	36.47 %	\$455,260	\$0	\$3,430	\$366,725
2026	\$389,162	\$3,336,188	11.7 %	High	15.00 %	\$523,549	\$0	\$4,398	\$426,307
2027	\$490,802	\$3,462,000	14.2 %	High	15.00 %	\$602,081	\$0	\$6,854	\$219,224
2028	\$880,513	\$3,818,825	23.1 %	High	15.00 %	\$692,393	\$0	\$10,956	\$272,198
2029	\$1,311,664	\$4,146,154	31.6 %	Medium	15.00 %	\$796,253	\$0	\$13,077	\$816,213
2030	\$1,304,780	\$3,937,762	33.1 %	Medium	15.00 %	\$915,690	\$0	\$13,885	\$760,895
2031	\$1,473,461	\$3,795,333	38.8 %	Medium	2.00 %	\$934,004	\$0	\$18,176	\$262,369
2032	\$2,163,272	\$4,177,809	51.8 %	Medium	2.00 %	\$952,684	\$0	\$25,203	\$261,680
2033	\$2,879,479	\$4,588,633	62.8 %	Medium	2.00 %	\$971,738	\$0	\$23,264	\$2,099,165
2034	\$1,775,316	\$3,135,824	56.6 %	Medium	2.00 %	\$991,173	\$0	\$20,385	\$483,360
2035	\$2,303,515	\$3,320,860	69.4 %	Medium	2.00 %	\$1,010,996	\$0	\$26,928	\$257,105
2036	\$3,084,334	\$3,762,155	82.0 %	Low	2.00 %	\$1,031,216	\$0	\$34,765	\$278,619
2037	\$3,871,697	\$4,212,724	91.9 %	Low	2.00 %	\$1,051,840	\$0	\$43,047	\$225,313
2038	\$4,741,271	\$4,750,455	99.8 %	Low	2.00 %	\$1,072,877	\$0	\$51,722	\$258,418
2039	\$5,607,452	\$5,289,522	106.0 %	Low	2.00 %	\$1,094,335	\$0	\$59,152	\$532,916
2040	\$6,228,023	\$5,581,911	111.6 %	Low	2.00 %	\$1,116,221	\$0	\$65,964	\$439,892
2041	\$6,970,316	\$5,999,363	116.2 %	Low	2.00 %	\$1,138,546	\$0	\$70,223	\$1,098,799
2042	\$7,080,287	\$5,771,758	122.7 %	Low	2.00 %	\$1,161,317	\$0	\$72,056	\$976,668
2043	\$7,336,992	\$5,684,845	129.1 %	Low	2.00 %	\$1,184,543	\$0	\$78,074	\$315,078
2044	\$8,284,531	\$6,299,139	131.5 %	Low	2.00 %	\$1,208,234	\$0	\$86,052	\$645,553
2045	\$8,933,265	\$6,614,521	135.1 %	Low	2.00 %	\$1,232,399	\$0	\$93,494	\$485,609
2046	\$9,773,549	\$7,127,847	137.1 %	Low	2.00 %	\$1,257,047	\$0	\$99,148	\$1,065,260
2047	\$10,064,483	\$7,083,983	142.1 %	Low	2.00 %	\$1,282,188	\$0	\$102,307	\$1,043,270
2048	\$10,405,707	\$7,086,639	146.8 %	Low	2.00 %	\$1,307,831	\$0	\$106,392	\$938,263
2049	\$10,881,668	\$7,223,473	150.6 %	Low	2.00 %	\$1,333,988	\$0	\$109,399	\$1,317,616
2050	\$11,007,438	\$7,000,398	157.2 %	Low	2.00 %	\$1,360,668	\$0	\$111,585	\$1,160,602
2051	\$11,319,089	\$6,959,876	162.6 %	Low	2.00 %	\$1,387,881	\$0	\$117,038	\$725,607
2052	\$12,098,401	\$7,394,530	163.6 %	Low	2.00 %	\$1,415,639	\$0	\$125,704	\$586,698
2053	\$13,053,046	\$8,014,497	162.9 %	Low	2.00 %	\$1,443,952	\$0	\$132,176	\$1,235,710
2054	\$13,393,464	\$8,014,654	167.1 %	Low	2.00 %	\$1,472,831	\$0	\$128,776	\$2,622,457



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2025

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 E-MAIL ADDRESS: proof@hoa-insurance.com FAX (A/C, No): 949-588-1275
INSURED Villa Antigua HOA c/o Board of Directors 5844 Menorca Drive San Diego CA 92124	INSURER(S) AFFORDING COVERAGE INSURER A: PMA Insurance Group INSURER B: Philadelphia Indemnity Ins. Co INSURER C: Federal Insurance INSURER D: The Hanover Insurance Co. INSURER E: American Southern Home Insuran INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2043077479**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
E	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CAU603981-2	5/1/2025	5/1/2026	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 \$
E	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CAU603981-2	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G75108175	5/1/2025	5/1/2026	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-A967699-12	7/1/2024	7/1/2025	PER STATUTE 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
E A B	Property Crime/Fidelity Bond Directors & Officers	Y Y		CAU603981-2 4125010608414Y PCAP005731-0818	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	\$2,500 Deductible \$990,000 \$5,000 Deductible \$900,000 \$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 92124.

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**c/o Board of Directors
5844 Menorca Drive
San Diego CA 92124

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**Page 1 of 1

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

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 100% Replacement Cost
Guaranteed Replacement Cost
\$25,000 Property Sublimit for Trees/Shrubs
Wind/Hail (excludes Trees/Shrubs)
Building Ordinance or Law
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 exists. 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: natural wood, 6" or 8" dog eared fence boards, 4"x4" galvanized posts, staining or painting must obtain HOA approval
 - 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
 - f. HOA Shared Fences: Specs must match those in line item #a, finished side must face the common area
 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). Upper floor slider door installation requires additional proof that the pan sill flashing has been inspected and determined it is in an acceptable condition. If the sill pan is unserviceable and fails to transition and terminate the waterproofing system into the door, it must be replaced. An inspection will be required by HOA personnel to verify the condition of the pan sill flashing. See management f contractors guidance sheet. 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, balcony decks 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 has*

Villa Antigua Homeowners Association

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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: _____
