

WARNING!

This is the ONLY warning regarding these violations you will receive

IMMEDIATE FINES will be issued to the responsible Homeowners for the following gross violations of the La Veta Monterey HOA Rules and Regulations:

- Skateboarding – anywhere on the property
- Bike Riding – anywhere on the property
- Skating – anywhere on the property
- Vandalism
- Glass in any of the pool areas
- Children in the Adult Pool area
- BBQ's in the common area
- Graffiti
- Not picking up after your dog
- Fluid changes on vehicles – anywhere on the property
- Non-minor maintenance on vehicles – anywhere on the property
- Threatening or interfering with security officers
- Rollerblades – anywhere on the property
- Motor scooters – anywhere on property
- Motorcycles – other than designated areas
- Motorized vehicles – other than designated areas
- Go-carts – anywhere on the property
- Mopeds – anywhere on the property
- Excessive speed (over 10mph) in parking lots
- Failure to yield the right of way to pedestrians
- Deliberate destruction of common area property
- Excessive dumping (plus cost of removal)
- Architectural violations (\$500/each fine)

Backyard Trees

Are the responsibility of the Unit Owner

Backyard trees can enhance your backyard by creating shade and tranquility. They can also create serious damage to the building; it's plumbing, and surrounding block-walls, carports, garages, rooflines, etc.

The Board is asking for your cooperation and diligence in maintaining your trees.

First, be sure that your tree's branches are kept away from the building or other structures near your unit. Trees are not to grow higher than the roofline or wider than your backyard.

Second, proper placement is key to eliminating potential problems in years to come. Many trees have invasive root systems. Please be sure to plant trees away from any structure. Damage to the foundation, block-wall, carport, etc. will be repaired and billed to the individual homeowner. Fruit trees are not permitted anywhere on the property!

Third, branches that fall onto structures, cars, furniture, people, etc. are the responsibility of the homeowner. Please be sure to trim your trees annually. Please contact the management company if you need a referral to a licensed arborist.

Finally, debris such as leaves, branches, etc., can create water flow obstruction. Please be sure to clean up leaves, etc., on a frequent schedule to avoid flooding during the rainy season. This includes leaves that may fall into your neighbors backyard or common area.

Your cooperation and attention is appreciated.



We are happy you have chosen to have your event close to home

Please remember:

⊘ NO ⊘

Live DJs or Bands
Including Mariachis

⊘ NO ⊘

Bouncy Houses or BBQs

⊘ NO ⊘

Tape, Pins, Streamers

⊘ NO ⊘

Damage to Room, Tables
or Chairs

**FINES & REPLACEMENT
COSTS WILL APPLY**

Rules to be mindful of while using the Clubhouse

A. The Association does NOT assume responsibility or liability for the safety or acts of any person using the Clubhouse. Floor may be slippery when wet. Use caution at all times.

B. All activities held in the Clubhouse shall be under the sponsorship of a homeowner. Tenants must have the written permission of the owner of their unit to reserve the Clubhouse.

C. Reservations must be made through the individual selected by the Board or their designee in his or her absence. The Clubhouse will not be rented to anyone who has an outstanding balance with the Association.

D. The facility is available for use 9:30 AM to 10:00 PM, Sunday through Thursday, and 9:30 AM to Midnight Friday and Saturday.

E. All music must end at 10:00 PM. Live bands and/or DJs are prohibited!

F. No major food preparation is allowed in the kitchen area. Use caution when placing hot dishes on the countertop. Repairs for damages will be charged to the homeowner.

G. The homeowner is responsible for leaving the facility in the condition, which existed prior to usage, as outlined in the Clubhouse Release Form. The homeowner is responsible for failure of his or her tenant to comply with the Clubhouse Release Form and may be billed for any damage above the \$100.00 security deposit.

H. Renting the Clubhouse requires a \$125.00 cash deposit, consisting of a \$25.00 usage fee and a \$100.00 security fee. The \$100.00 security fee will be refunded if the Clubhouse Release Form, which must

be signed at the time the reservation is made, is adhered to. The full \$100.00 security deposit will be forfeited as (1) a cleaning fee, if the assigned person finds the facility left in an unclean condition, or (2) a portion of the moneys due for the repair and replacement of damaged or removed furnishings. The \$25.00 usage fee will be forfeited if reservation is not canceled one week prior to Reservation Date.

I. Reservations for the facility are accepted on a first come, first served basis. No more than one (1) consecutive reservation can be made at one time without prior approval of the Board of Directors. All reservations are subject to cancellation by OFFICIAL BOARD BUSINESS. If canceled due to Board Business, a full refund will be provided.

J. Wet bathing suits and clothes are not allowed at any time in the Clubhouse. Wet floors may be slippery when wet. Use caution at all times.

K. Residents making reservations are responsible for turning off lights, ovens, and air conditioners, and locking all doors and windows.

L. Activities for children or teen parties must be properly chaperoned. Being "chaperoned" is defined as full time supervision by the adult resident making the reservation.

M. Alcoholic beverages may not be consumed by anyone under the age of 21.

N. Reservation of the facility does NOT include the exclusive use of the Family Pool area.

O. All folding chairs are to be returned to their proper storage area.

P. Do not remove artwork from walls for any reason.

Q. NO GLASS CONTAINERS OR BOTTLES ARE ALLOWED INSIDE THE POOL AREA. An automatic fine of \$50 will be assessed to anyone confirmed to have violated this rule.

Party Planning CHECKLIST

- Reserve Clubhouse
Date: _____
- Time _____ to _____
- Theme/Occasion

- Invitations
- Food
- Parking Passes
- Pick Up Clubhouse Key
- Decorate
- Have Fun!
- Clean Up
- Return Key
- Get Deposit Back
- Relax

La Veta Monterey
Homeowners' Association
700 W. La Veta Avenue
Orange, CA 92868

CLUBHOUSE RENTAL AGREEMENT



Condominium Owner's Insurance!

Did you know that your personal property is NOT covered under the Association's master insurance policy? Plan ahead now if there is a fire, plumbing leak or theft!
Don't wait until it's TOO late!

La Veta Monterey's CC&Rs and CA State law determine exactly which building components are covered under our master insurance policy. Our association insurance covers the condominium building, commonly owned property, and liability insurance for the common area. But that insurance doesn't cover losses to your unit as a result of burglary, water damage, fire, or if someone slips on your wet kitchen floor and is injured. To reduce your personal property and liability exposure, it is highly recommended that you investigate and purchase an individual "CONDOMINIUM OWNERS" insurance policy.

A CONDOMINIUM OWNERS policy provides coverage for your furniture and personal possessions (i.e., Flat Screen TVs, Computer Equipment, Stereos, etc.) against such covered hazards as fire, plumbing leaks, lightning, windstorm, hail, explosion, collapse, smoke or vandalism. This is also called Contents Coverage and it ensures that your damaged or destroyed property is protected...up to the amount of insurance protection you purchase. Theft protection: the CONDOMINIUM OWNERS policy also protects your property against practically every type of theft loss in your condo or anywhere in the world. Also included is coverage for thefts from your unattended car or boat, even if there is no evidence of forced entry. For more information, contact an agent broker of your choice.

La Veta Monterey Homeowners' Association

BOARD OF DIRECTORS' CODE OF ETHICS

To ensure the highest ethical standards and accountability, the La Veta Monterey Homeowners' Association Board of Directors adopted this code of ethics on October 4, 2010.

Board members agree that:

- **The best way to lead is by example.** Setting an example for the community, Board Members are committed to following the Association's CC&Rs, By-Laws, Rules & Regulations and all applicable laws. Board Member infractions are reported to ensure no Board member is "above the law";
- **Commitment is the foundation to success.** Board Members commit to attendance at all regular meetings, as well as any additional necessary meetings;
- **Favoritism has no place in community business.** Board Members will not favor their own buildings, areas, friends, neighbors, etc. when projects are initiated. Personal agendas are second to the needs of the community;
- **The basis for leadership is trust and equality.** Board Members commit to enforcing all Association Rules & Regulations, legal documents and other applicable laws equally among all members regardless of position, gender, age, race, national origin, religion, or sexual orientation;
- **Honesty and integrity are hallmarks of ethical leaders.** Bribes and kickbacks are forbidden and Board Members agree to neither engage nor condone these practices. Any Board Member accepting a bribe or kickback is subject to immediate removal from the Board and the Board shall pursue all legal remedies against the Board Member;
- **Community involvement and empowerment are the keys to achieving the Association's goals and objectives.** Board Members agree to support all committees and to actively encourage all Association members to be involved;
- **Unity of purpose requires communication, cooperation and compromise.** Board Members commit to working together as a group, regardless of personal differences, when discussing Association projects and business with residents and homeowners and when making decisions effecting the Association. Board Members may not address Association business or make decisions on behalf of the Association without prior approval of the President and a majority of the Board Members;
- **Professionalism is an important part of leadership.** Board Members agree to act responsibly and professionally when representing either the Board of Directors or the Association;
- **Fiscal responsibility is the number one responsibility of the Board.** Board Members agree to keep their own individual monthly assessment account current and maintain membership in good standing.

Scott Miller, President

Lenice VonDetjen, Vice-President

Patti Davin, Secretary

Tracy Haeggstrom, Treasurer

Alicia Paramo, Member-at-Large

Jack Williams, Manager



Family Emergency Plan



Prepare. Plan. Stay Informed.



Make sure your family has a plan in case of an emergency. Before an emergency happens, sit down together and decide how you will get in contact with each other, where you will go and what you will do in an emergency. Keep a copy of this plan in your emergency supply kit or another safe place where you can access it in the event of a disaster.

Out-of-Town Contact Name: _____

Telephone Number: _____

Email: _____

Neighborhood Meeting Place: _____

Telephone Number: _____

Regional Meeting Place: _____

Telephone Number: _____

Evacuation Location: _____

Telephone Number: _____

Fill out the following information for each family member and keep it up to date.

Name: _____

Social Security Number: _____

Date of Birth: _____

Important Medical Information: _____

Name: _____

Social Security Number: _____

Date of Birth: _____

Important Medical Information: _____

Name: _____

Social Security Number: _____

Date of Birth: _____

Important Medical Information: _____

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Important Medical Information: _____

Name: _____

Social Security Number: _____

Date of Birth: _____

Important Medical Information: _____

Write down where your family spends the most time: work, school and other places you frequent. Schools, daycare providers, workplaces and apartment buildings should all have site-specific emergency plans that you and your family need to know about.

Work Location One

Address: _____

Phone Number: _____

Evacuation Location: _____

School Location One

Address: _____

Phone Number: _____

Evacuation Location: _____

Work Location Two

Address: _____

Phone Number: _____

Evacuation Location: _____

School Location Two

Address: _____

Phone Number: _____

Evacuation Location: _____

Work Location Three

Address: _____

Phone Number: _____

Evacuation Location: _____

School Location Three

Address: _____

Phone Number: _____

Evacuation Location: _____

Other place you frequent

Address: _____

Phone Number: _____

Evacuation Location: _____

Other place you frequent

Address: _____

Phone Number: _____

Evacuation Location: _____

Important Information	Name	Telephone Number	Policy Number
Doctor(s):			
Other:			
Pharmacist:			
Medical Insurance:			
Homeowners/Rental Insurance:			
Veterinarian/Kennel (for pets):			

Dial 911 for Emergencies



Ready

Family Emergency Plan

Prepare. Plan. Stay Informed.



Make sure your family has a plan in case of an emergency. Fill out these cards and give one to each member of your family to make sure they know who to call and where to meet in case of an emergency.

ADDITIONAL IMPORTANT PHONE NUMBERS & INFORMATION:

Family Emergency Plan 

EMERGENCY CONTACT NAME: _____
TELEPHONE: _____

OUT-OF-TOWN CONTACT NAME: _____
TELEPHONE: _____


NEIGHBORHOOD MEETING PLACE: _____
TELEPHONE: _____

OTHER IMPORTANT INFORMATION: _____

DIAL 911 FOR EMERGENCIES 

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Family Emergency Plan 

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TELEPHONE: _____


OUT-OF-TOWN CONTACT NAME: _____
TELEPHONE: _____

NEIGHBORHOOD MEETING PLACE: _____
TELEPHONE: _____

OTHER IMPORTANT INFORMATION: _____

DIAL 911 FOR EMERGENCIES 

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OUT-OF-TOWN CONTACT NAME: _____
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NEIGHBORHOOD MEETING PLACE: _____
TELEPHONE: _____

OTHER IMPORTANT INFORMATION: _____

DIAL 911 FOR EMERGENCIES 

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TELEPHONE: _____

OUT-OF-TOWN CONTACT NAME: _____
TELEPHONE: _____

NEIGHBORHOOD MEETING PLACE: _____
TELEPHONE: _____

OTHER IMPORTANT INFORMATION: _____

DIAL 911 FOR EMERGENCIES 

Oversized Item Disposal

Oversized items are an expensive and ongoing problem. Your help controlling this growing expense is appreciated!

Part of what makes living in a Common Interest Development work is the respect that owners and residents show for one another and the rules that govern the Community. Every owner and resident has an obligation to follow the Association's Rules and Regulations.

According to the Association's Rules & Regulations:

"Trash Rules:

A. Residents and guests are requested to use the trash site(s) nearest their unit. Dumpsters are not to be filled above the top of the dumpster. If the dumpster is full please use an alternate bin. **DO NOT OVERLOAD DUMPSTERS. C R & R WASTE SERVICES CHARGES THE ASSOCIATION FOR OVERLOADED DUMPSTERS. In addition to any fees charged by C R & R WASTE SERVICES or any other company contracted by the Association for large item removal, a \$100 fine will be assessed for each overloaded dumpster.**

C. C R & R WASTE SERVICES will not pick up large items such as furniture, mattresses, cabinets, tables, appliances, etc. as a part of our weekly scheduled trash collection. You must call the Management Company (714.891.1522 x214) to make arrangements for a possible special pick-up from C R & R WASTE SERVICES. **NOTE: C R & R WASTE SERVICES WILL NOT REMOVE certain items.** Any C R & R WASTE SERVICES fees will be assessed to the unit owner's account. If you have made other arrangements for a large pick-up, you must notify the Management Company so you are not fined."

The Association is confronted with dumping from three major sources:

- **Offsite non-residents.** People who drive through the community, see the dumpsters and unload their rubbish. Often this is work related and may contain hazardous materials, large equipment, or extremely heavy items. Owners and residents are encouraged to contact OPD at 714-744-7444 and report illegal dumping and to report, by email or phone, any company names & phone numbers and license plate numbers from these vehicles to the Board and Management Company.
- **Owners.** While owners are allowed to dump a variety of items, oversized items such as furniture, mattresses and appliances are not appropriate. If you must dispose of furniture, you are required to break it up and use multiple dumpster bins. Appliances are never to be dumped. On average the Association pays \$150 to have a refrigerator removed and taken to the local dump – this expense is passed on to homeowners in the form of increased assessments. Fines and removal fees will be assessed to owners violating the Association Rules & Regulations.
- **Non-owner residents.** By far our greatest problem is non-owner residents or tenants. The general scenario is this: The tenant moves into a clean unit, pays a refundable security deposit, lives here awhile, gives notice, and moves out. Realizing that the unit has to be clean to get their deposit back, they remove everything and dump it in and around the dumpsters – and

then they move out. The owner inspects the property, refunds the deposit, and then gets a bill for the oversized items that were dumped. Off-site owners are encouraged to wait as long as legally possible before refunding security deposits. Off-site owners are also strongly encouraged to stay in constant contact with the management company to ensure that there are no fines pending before refunding security deposits – this does not mean waiting until the last day to contact the Management Company. We encourage off-site owners to contact the management company as soon as a tenant gives notice and again when the tenant actually moves out. Hopefully, this will allow enough time for any pending fines to be assessed and for the owner to recover these fines from the security deposit. Off-site owners are also encouraged to give and review with tenants a copy of the Association’s Rules & Regulations. **Remember: Fines and removal fees will be assessed to owners for tenants violating the Association Rules & Regulations and are the owner’s responsibility – regardless of ability to recover fines from current or past tenants.**

Helpful hints:

Pay to have the OLD item removed when you order the NEW item.

Contact SCE to see if rebates or credits are available.

Contact the management company to arrange for a pick-up from C R & R WASTE SERVICES.

Items that C R & R WASTE SERVICES WILL NOT remove from the property include, but are not limited to: appliances, industrial or construction materials, machinery, hazardous waste, paint, oil, batteries, flammable liquids, electronic equipment.

Contact local charities (see below) and see if you can donate an item and they will pick it up (items being donated MAY be left under the stairwell – BUT they must be appropriately labeled as a donation and have the name and unit number of the attached. If is also recommended that you call Huntington West Properties prior to leaving items under the stairwells or other common area)

• **Salvation Army** **800.SA.TRUCK (800.728.7825)**

• **Goodwill Store & Donation Center** **(714) 538.0851**

849 S. Tustin Avenue, Orange

**Store Hours: Mon-Sat 9 am - 9 pm
Sun 10 am - 6 pm**

Additional Donation Center

Park & Ride (Parking Lot)

Tustin & Lincoln 6 am - 10 pm

• **Orange County Rescue Mission** **(714) 247.4300**

One Hope Drive, Tustin

• **St. Vincent de Paul** **(714) 633.9190**


180 S. Cypress Street, Orange

**Store Hours: Mon-Sat 9 am - 5 pm
Sun 9 am - 4 pm**




Laundry Room Instructions

WASHER	DRYER
<ol style="list-style-type: none"> 1. Only wash items rated as machine washable. 2. Select desired washer control settings. 3. Load clothes evenly and loosely. 4. Add detergent. See box instructions. 5. To start washer, close lid & insert coins. (Washer will stop when lid is opened) 6. For best results remove clothes promptly at end of washer cycle. 7. These machines are NOT designed to wash rugs 	<ol style="list-style-type: none"> 1. Do not dry wool, rubber or plastics. 2. Select desired dryer temperature setting. 3. Clean lint screen for faster drying time. 4. Load clothes so they can tumble freely. 5. To start dryer, close door, insert coins and push the start button. (Dryer will stop when door is opened) 6. Remove delicates and permanent press promptly when dry to avoid wrinkling. 7. Drying of mattress covers or comforters not recommended.

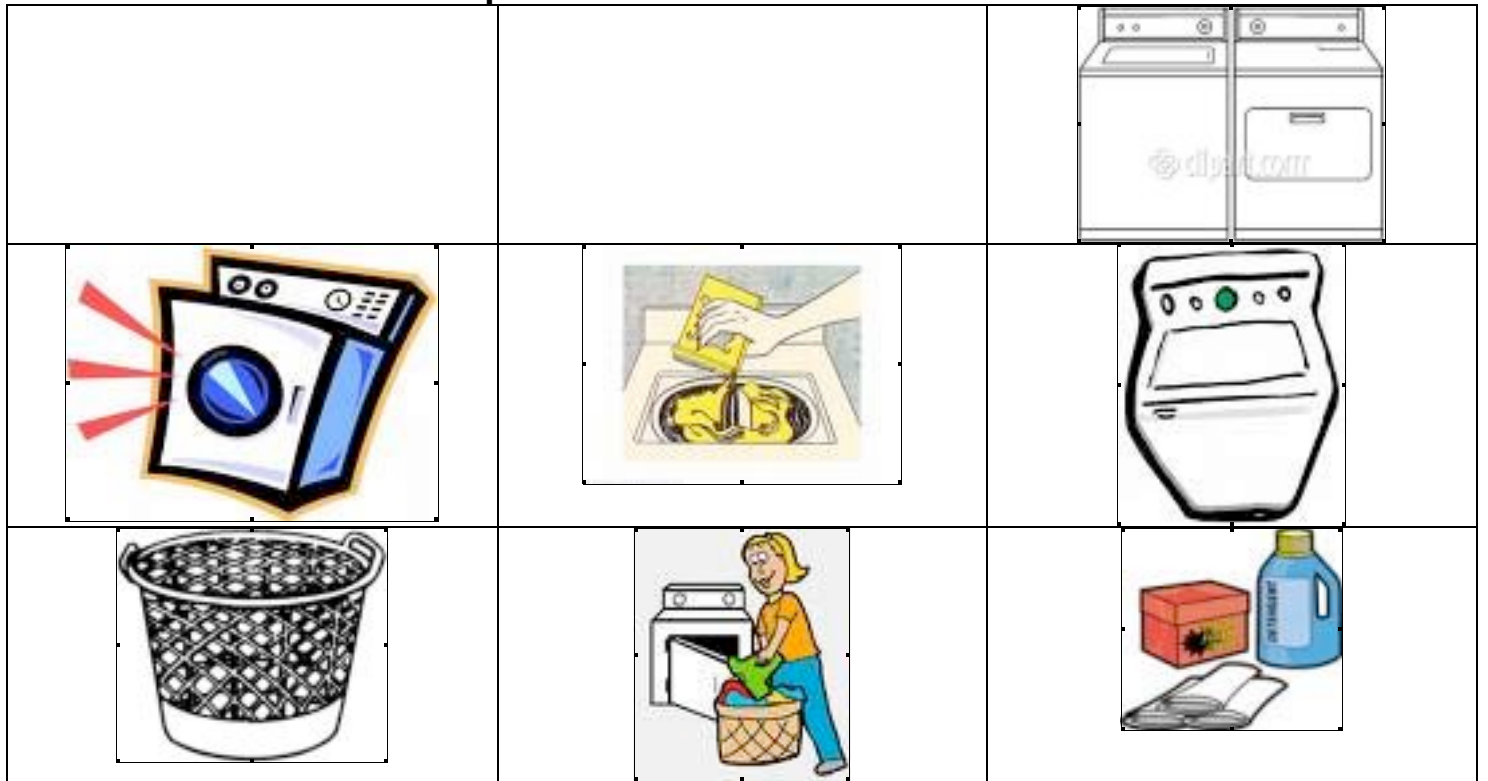
<h2>REPORTING PROBLEMS</h2> <h3>800-954-9000</h3>	
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Homeowners & Residents are responsible for reporting “OUT OF ORDER” machines to COINMACH. La Veta Monterey **DOES NOT** own, repair or maintain the washers & dryers. They are solely owned & operated by COINMACH. Please follow these simple instructions to report problems with the machines.

<p>1. Find the machine’s number and reference it when you call.</p> <div style="text-align: center;">  <p>1 2 3 4 5 6</p> </div>	<p>2. Please indicate where the problem is located: Laundry Room 1, 2 or 3.</p>	<p>3. Place an “OUT OF ORDER” note for the convenience of others.</p>
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-or-

Go online to: <http://www.coinmach.com/service/service.html>






Instrucciones para Lavar y Secar

LAVADORA	SECADORA
<ol style="list-style-type: none"> 1. Solamente ponga los articulos que requiera lavar. 2. Escoja temperatura del agua. 3. Ponga su ropa. 4. Agregue jabón, lea las instrucciones en la caja. 5. Para comenzar la máquina, cierre la tapadera y pong alas monedas. (La máquina se para si abre Ud. La tapadera cuando está lavando) 6. Para mejores resultados, saque la ropa tan pronto deje de lavar. 7. Estas máquinas no están diseñadas para lavar tapetes. 	<ol style="list-style-type: none"> 1. No seque lana, hule o plásticos. 2. Escoja temperatura adecuada. 3. Limpie el filtro para que seque más pronto. 4. No cargue demasiado la máquina. 5. Para compenzar la secadora, cierre la puerta, pong alas monedas y oprima el botón. (La secadora se parará si la puerta se abre cuando está secando) 6. Saque rápidamente la ropa delicada para evitar arrugas. 7. No se recomienda secar protectors de colchón o edredones.

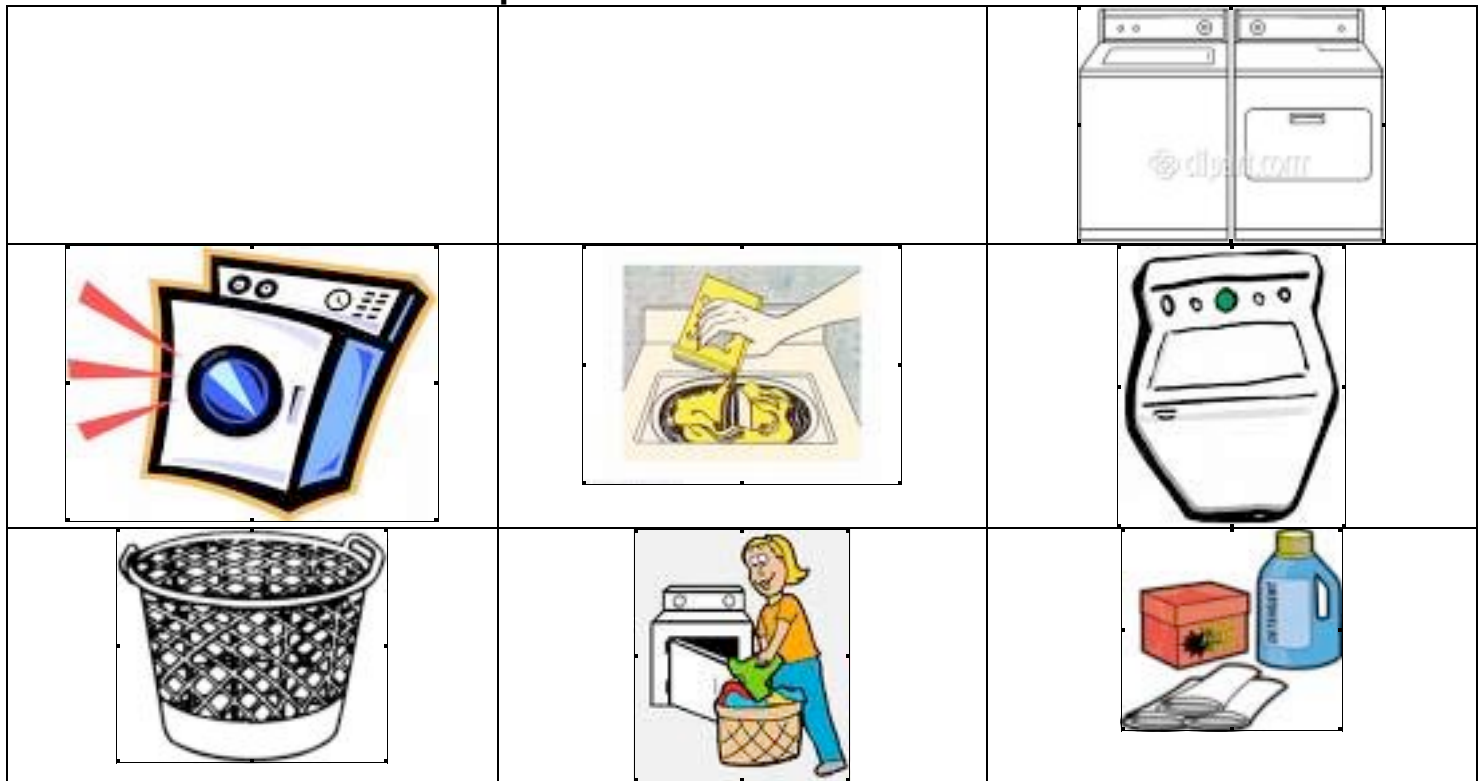
PROBLEMAS CON LAS MAQUINAS LLAME 800-954-9000



Todos tienen la responsabilidad para avisar a COINMACH sobre la máquinas que no sirven. Las máquinas **NO** son la propiedad de La Veta Monterey. Son la responsabilidad de COINMACH. Favor de seguir las instrucciones siguientes.

<p>1. Llame a este número e identifique la máquina por el número</p>  <p>1 2 3 4 5 6</p>	<p>2. Diga en cual cuarto hay problemas :</p> <p>Cuarto 1, 2 o 3.</p>	<p>3. Ponga un letrero sobre la máquina que no sirve.</p>
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La Veta Monterey

Homeowners' Association

700 W. La Veta Ave., Orange, CA 92868
lvmhoa_board@hotmail.com

Scott Miller, President
Lenice VonDetjen, Vice-President
Patti Davin, Secretary
Tracy Haeggstrom, Treasurer
Alicia Paramo, Member-at-Large

Jack Williams, Manager

Loose Dog Complaints

Loose dogs can be very dangerous for both the offending dog and innocent pets & people. If you observe a loose or unleashed dog you need to contact:

ANIMAL CONTROL
(1714) 935-6848

Animal Control needs to know if the dog is out **NOW** and not after the fact. Continued offences will result in fines or quarantine by the Animal Care Services of Orange County.

In addition, please report each incident, with the date, time and location of the violation. LVMHOA will issue fines in accordance with our Rules & Regulations.

Email: jack@huntingtonwest.com
and
lvmhoa_board@hotmail.com

OPD vs. Security

Which should you call?

Which should you call? Homeowners and residents alike frequently ask this question.

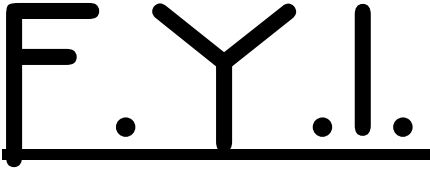
Nordic Security makes a number of unscheduled and random patrols of our community. They are expected to both drive through the property and make random walking patrols. Unfortunately, it is cost prohibitive for us to have security here 24/7/365.

Orange Police Department also makes random patrols of our community, including bicycle patrols during the summer.

Sometimes homeowners and residents are unsure of whom to call for assistance. Here are some guidelines:

- If the problem is a life threatening emergency that requires IMMEDIATE assistance – dial 911.
- If the problem is not an emergency, but is still related to something criminal (robbery, assault, etc.) call 911 for immediate assistance.
- If the problem does not require immediate assistance (vandalism, noise, etc.) call 714.744.7444 (OPD Business Office/Dispatch).
- After you have called OPD – please contact Nordic Security at 714.751.0347 to report the incident. If possible and appropriate, Nordic will dispatch an officer to provide assistance.

As you can see, your first choice should be to contact OPD for assistance.



Please review the following information prior to using the Common Area & Pools.

Orange CA Municipal Code

Chapter 9.16 PROHIBITION OF DRINKING ALCOHOLIC BEVERAGES IN PUBLIC

9.16.010 Purpose.

The purpose of this chapter is to provide regulations for drinking alcoholic beverages in public places. (Ord. 32-96)

9.16.020 Drinking Alcoholic Beverages in Public.

No person shall drink any alcoholic beverage in any street, park, or other public place. For purposes of this chapter, "public place" shall include those areas defined as a public place by the courts in applying state criminal statutes and shall include, but not be limited to, publicly owned property; public parks; school grounds; recreation and playgrounds; parking lots open to the public; **common areas** and hallways of apartment buildings, **condominiums**, motels, hotels, and **homeowner associations**; and parked vehicles in any of the foregoing places. "Public place" shall specifically exclude the front yard area of single family residences, extending from the front of the structure to the public right-of-way. (Ords. 17-97; 32-96; 45-77; 27-79; Prior Code 4230.2)

9.16.030 Drinking Alcoholic Beverages in Public Facilities.

Notwithstanding the prohibition provided in Section 9.16.020, alcoholic beverages may be consumed in public facilities and public places when authorized by special event permit or otherwise as provided by this code. (Ord. 32-96)

Be a good neighbor!

Please: Pick-up after your pets & pick-up any trash you see in our community, and keep our restrooms clean!

There has been a significant increase in the number of complaints regarding people not picking up after their pets and not keeping the restrooms clean. There's also been a noticeable increase in the amount of trash found around the complex – especially around the dumpster and visitor parking areas.

The Board is asking your cooperation in helping to solve these problems.

First, if you're a pet owner please remember to take something with you to pick-up after your pet. Some people buy special bags, others use plastic grocery bags, and still others use small sandwich bags – regardless of what you use, we encourage you to show respect for yourselves, your neighbors, your community and your environment by being a responsible pet owner and picking up after your pet.

Second, our landscapers are only here two days a week and while they do a great job when they are here, the other five days of the week are still a challenge. Together we can overcome this challenge – just take a moment to pick-up some of the trash you see and dispose of it properly. Not only are you helping to clean up the environment, but you're also setting a great example for your neighbors and children.

Finally, the bathrooms at both pools get heavy use throughout the summer months. Please show some common courtesy:

- Remember to dispose of toilet paper IN THE TOILET;
- Flush the toilets and urinals after each use;
- Turn off the lights when you leave;
- Make sure the door is securely shut when you leave; and
- If you notice problems please report them to Jack at 714.891.1522 x214 or jack@huntingtonwest.com

Your cooperation and attention is appreciated.

WATER SHUT-OFF

IMPORTANT NOTICE

The City of Orange prohibits anyone other than City employees from shutting off the main water valves. These valves are owned and maintained by the City of Orange.

If you need to turn off the water to your building, you will need to contact the City of Orange (714.285.2475 or 714.538.1961) and arrange to have them turn off the main water shut-off valve for your building. Locate the main water valve for your building by using the online map, the directories located at the La Veta and Parker entrances, or the maps provided in the annual mailing.

- The Association will not and does not shut-off water to buildings for homeowners.
- If you or your plumber attempt to shut off the water to your building using the main water shut off valve – you may be fined \$500 by the Association.
- If you or your plumber damages the main water valve to your building the cost of replacement, as billed by the City of Orange, will be assessed to your account. This maybe as much as \$2000.

If you have a plumber:

- Contact a plumber of your choice and make an appointment.
 - If you choose to use your own plumber, you and the plumber assume full responsibility for any damage caused during the work for which you have contracted;
 - Other than opening the water heater closets, neither the manager nor members of the Board of Directors will unplug/plug in, turn off/turn on, or open/close anything related to plumbing;
- If you need a plumber and do not have one, you may contact Coast Plumbing @ 714-241-1414 or the management company for a referral to another plumber.

If you don't have a plumber:

- The Board of Directors does not encourage homeowners or residents to work on plumbing. Because even minor plumbing problems can potentially escalate into major events, we recommend that you always use a professional, trained and licensed plumber;
- Other than opening the water heater closets, neither the manager nor members of the Board of Directors will unplug/ plug in, turn off/turn on, or open/close anything related to plumbing;
- If you choose to do plumbing work without the help of a professional plumber, then you should be aware that you will be fully responsible for any damage that occurs to your unit, neighboring units or the common area.

Notify:

- The management company at least 72 hours in advance of your appointment;
- Each resident in your building at least 48 hours in advance of your appointment.

Locate:

- Your building's water shut-off valves;
- Your building's water heater(s);
- Your building's exterior hose-bibs/water faucets.
- Hot water valves located at the top of the water heater;
- Cold water valves located beneath the exterior hose-bibs/water faucets.

Disconnect:

- The recirculating pumps in **ALL** water heater closets attached to your building.

Complete your repairs:

After you are done, reverse the process and restore water to your building.

Water shut-off procedure:

You **MUST** contact the management company a minimum of 72 hours prior to shutting off the water to your building. Failure to contact the management company with enough notice may result in access being denied and a fine being assessed.

After you have notified the management company, you are required to notify each resident in your building at least 48 hours in advance. For your convenience, there is a notice available for you to download at www.lvmhoa.org under the “forms” drop-down menu.

To shut off the water to your building:

1. Locate the water heater closet(s) for your building. Most buildings have two water heaters. If you have contacted the management company as required, the water heater closet should be unlocked around 8am. If the water heater closet is not unlocked – contact the management company immediately.
2. Open the water heater closet doors, locate and disconnect the recirculating pump from the outlet. Doing this will stop the forced flow of hot water to your building. Above the water heater you will see two valve handles – turn each of these valve handles so that they are parallel to the ground. Doing this isolates the water heater from the building and completely shuts off the flow of hot water. If you are working on something that only uses hot water, then this should allow you to complete your job.
3. To drain the water from the building, you will need to shut off the water valve and open the faucets located on the outside of the building. These valves and faucets are usually located in the front of each building near the front windows of some condominiums, however they can be located on front patios or in backyards.

IMPORTANT INFORMATION

Because the Association pays for water used by residents of the community and pays for the maintenance of the common-area plumbing, including the water heaters, the Association has established guidelines for homeowner's requiring assistance with plumbing issues:

- Homeowners are responsible for all angle stops, appliances, bathtubs, faucets, fixtures, shower enclosures, toilets, and valves.
- Homeowners are also responsible for pipes, pumps, water heaters, and valves that are damaged in the course of making repairs to an individual condominium.
- The main water valve to the Association may only be turned off and on by employees of the City of Orange.



WATER SHUT OFF NOTIFICATION

Dear Neighbor:

I have scheduled plumbing repairs which require the water to be shut off in our building.

The water is scheduled to be turned off on:

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY
SATURDAY SUNDAY

Date: _____, _____

From: _____ AM to _____ AM
 _____ PM to _____ PM

Please contact me if you have any questions:

Name

Unit #

Phone



WATER SHUT OFF NOTIFICATION

Dear Neighbor:

I have scheduled plumbing repairs which require the water to be shut off in our building.

The water is scheduled to be turned off on:

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY
SATURDAY SUNDAY

Date: _____, _____

From: _____ AM to _____ AM
 _____ PM to _____ PM

Please contact me if you have any questions:

Name

Unit #

Phone



La Veta Monterey Homeowners' Association

Visitor Parking Permit

Complete the following and display on dashboard or in plain view from front of vehicle.
Incomplete passes are subject to IMMEDIATE TOW at vehicle owner's expense 24/7.

- Make of Vehicle _____
- License Plate Number _____
- Date Vehicle Parked _____
- Time Vehicle Parked _____
- I am visiting Unit #: _____



Complete
ALL
Information

The undersigned acknowledges:

- responsibility for the vehicle described above;
- awareness of the restrictions associated with the use of this permit (see below);
- that there is alternative off-site parking on public streets (Parker St., Batavia St., or La Veta Park Cir.);
- and agrees to abide by all restrictions.

Signature of responsible party: _____

Parking Rules & Restrictions

- Homeowners and residents are responsible for making sure guests have a valid parking permit.
- This pass is valid for no more than 3 days in 30 consecutive days.
- Vehicles must always be parked within a designated vehicle parking space. "Back in" parking is **not** allowed.
- Vehicles shall be parked in assigned visitor spaces only unless permission has been given by the owner of an assigned space. Homeowners may tow cars illegally parked in their assigned space at the vehicle owner's expense.
- Only one vehicle per parking space.
- Vehicles parked in areas marked as FIRE LANES or in NO PARKING AREAS are subject to immediate tow, 24 hours a day, at vehicle owner's expense.
- Non-passenger vehicles (commercial vehicles, motor homes, recreational vehicles, etc.) over one (1) ton (capacity) may not park anywhere in the complex. No parking of boats or utility trailers of any kind is allowed.
- All vehicles parked in complex must be licensed, insured, display current registration stickers, and in operating condition. Non-operating vehicles may not be stored anywhere in the complex. All vehicles not in compliance are subject to fine assessments and/or immediate tow.
- Visitor parking spaces are for visitors only. Passes are required 24 hours a day, 7 days a week. Residents may not park in Visitor Parking. A "Visitors Permit" can only be used for 3 nights within any 30 consecutive day period, beginning with the first night your vehicle is logged in by security. Vehicles will be logged nightly and are subject to tow if the 3-day limit has been exceeded.
- Vehicles are to be driven safely at all times. Do not exceed 10 MPH.
- NO vehicle maintenance is allowed in driveways, visitor parking, common or grass areas. Minor repairs that can be completed within 30 minutes (flat tire, fan belt, or light bulb replacement) may be performed. **ABSOLUTELY NO FLUID CHANGES!**
- DO NOT, under any circumstances challenge, threaten or attempt to interfere with Parking Enforcement Personnel in the course of their duties. Any such behavior WILL result in a \$50 fine (**NO WARNINGS, NO EXCEPTIONS**). In addition, criminal and/or civil charges may be filed by the security company and/or security officer. If you wish to dispute a violation, send a written request to the management company.

**LVMHOA is NOT responsible for theft or damage to your vehicle.
Park at your own risk. Lock your vehicle and take all valuables with you.**

LVMHOA Annual Mailing November 2010

HUNTINGTON WEST PROPERTIES, Inc.

Real Estate Brokerage & Management

13812 Goldenwest Street, Suite 100, P.O. Box 1098, Westminster, California 92684
(714) 891-1522 FAX (714) 897-9120

DATE: October 4, 2010
TO: La Veta Monterey Homeowners
FROM: Jack Williams, Manager
RE: Washer & Dryer Installations

Over the years, homeowners have requested that the Board approve the installation of a washer & dryer inside or outside of your unit. The Board does not and will not approve these for a number of reasons and as manager of the La Veta Monterey Homeowners Association I have been asked to share with your their concerns.

When the property was first constructed, the developer decided to plumb only a certain number of 3-bedroom units for washers & dryers. For residents of 1- and 2-bedroom units, community laundry rooms were provided. Over the years, a number of homeowners have chosen to install washers & dryers in their 1-, 2- and 3-bderoom units. Sometimes this has been done with the permission of past Boards of Directors but more often, it has been done without permission or knowledge.

While the installation of a washer & dryer may seem like a great upgrade, convenience and selling point, there are hidden issues that you should be aware of:

- **Gas & Water** – The Association pays for all the gas & water used by every homeowner. Your decision to install a washer and dryer has a direct FINANCIAL impact on each and every homeowner. You are making them pay for your extra gas & water usage;
- **Venting** – Since venting must usually be done externally, you are causing structural damage to the outside of the building. As a homeowner, your exclusive property ownership ends, technically, at the painted surface of your unit. By damaging the building you could be fined \$500 plus the cost of repair;
- **Plumbing** – The plumbing in the complex is nearly 30 years old. It's fragile. The plumbing was designed to provide service as originally intended – and this design DID NOT include washers & dryers in every unit. Every additional washer puts added strain on the plumbing system. You use more hot water, more cold water, and you discharge large quantities of dirty wastewater – ALL in excess of what the original system was designed for. As the plumbing system ages or fails, you force each and every homeowner to PAY for the damage caused by your excessive use of the plumbing system. An example of the costs: water heaters can cost upwards of \$2000, slab-leaks can cost \$1000;
- **Non-competition clause** – In order to provide laundry rooms, the Board is forced to enter into a contract that forbids competition with our laundry provider. If we are found to be in violation of that contract, we could be forced to pay the vendor as much as \$12,000.

The bottom line is that **YOUR** decision to install a washer and dryer ends up costing **EVERY OTHER HOMEOWNER**.

The Board and I hope you have a better understanding of the situation that faces the Association. Should you have any questions, please call me.

Respectfully,



Jack L. Williams
Account Manager

cc: Board of Directors
Coast Plumbing

**LVMHOA ANNUAL FINANCIAL DISCLOSURE
2011**

**If you have questions regarding the enclosed
information contact:**

**Huntington West Properties
13812 Goldenwest Street, Suite 100
Westminster, CA 92683**

DELINQUENT ASSESSMENT COLLECTION POLICY

The Board of Directors believes it is in the best interest of the Association to set forth and distribute the collection policies and procedures of the Association in enforcing its lien rights, and other legal remedies against Association members for their default in the payment of monthly assessments, including foreclosure sale of members' property and/or court judgments to collect assessments, charges and costs.

The Board believes that prompt payment of assessments by all of its members is critical to both the financial health of our Association and the enhancement of the property values of member's homes. The Board of Directors takes very seriously its obligations to enforce our members' obligations to pay assessments.

The Board of Directors has adopted this Collection Policy in an effort to discharge such obligations in a fair, consistent and impartial manner. The policies and practices set forth herein shall remain in effect until such time as they may be changed, modified or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the Association's Covenants, Conditions and Restrictions and Civil Code Section 1365(d), the following is the Association's Delinquent Assessment Collection Policy:

1. Regular assessments are due and payable on the first day of every month, a courtesy billing statement is mailed each month to the Association member's last known address on record with the Association. However, it is the member's responsibility to pay all assessments in full by the due date thereof, regardless of receipt of a billing statement.
2. All other assessments, including special assessments, are due and payable on the date specified by the Board of Directors, which date will not be less than thirty days after notification of adoption of the assessment has been mailed to the Association's members.
3. Assessments, late charges, interest and collection costs, including attorney's fees, if any, are the personal

obligation of the owner of the property at the time the assessment or other sums are levied. (Civil Code Section 1367.1 (s))

4. Payments are posted as of the date received at the Management office or the Association Bank (Lock Box). Assessments not received within 15 days after the due date are delinquent and shall be subject to a late charge of \$10.00 for each delinquent assessment per unit (Civil Code Section 1366(e) (2)) and, at the option of the Board of Directors, interest on all sums unpaid at the rate of 12 percent per annum from the due date of such sums (Civil Code Section 1366 9e) (2)), or as specified in the CC&Rs.
5. Partial payments shall be applied first to the principal of assessments owed, and only after the principal owed is paid in full, to late charges, interest, or collection costs, unless the Board of Directors and the member agree such payments may be applied otherwise.
6. When any assessment remains unpaid more than 90 days after its due date, the Association will mail the delinquent member, by certified and first class mail, a pre-lien demand letter, to the member's mailing address of record, advising of the delinquent status of the member's account and impending collection action. The member shall be charged \$75.00 for the pre-lien demand letter.
7. When any assessment remains unpaid more than thirty days after the date of the Association's pre-lien demand letter, a Notice of Delinquent Assessment, creating a valid and foreclosure lien on the member's property, shall be recorded in the office of the County Recorder and served on the delinquent member. A fee of \$375.00, for preparing, recording and serving said Notice of Delinquent Assessment by the collection agent or attorney employed by the Association for that purpose will be charged to the delinquent member.
8. When any member's account remains delinquent for a period exceeding the time limit provided by the Association's Covenants, Conditions and Restrictions following the date of recordation of the Association's Notice of Delinquent Assessment, or thirty days thereafter if the Covenants, Conditions and Restrictions are silent as to such a time limit, the Association's collection agent and trustee, or attorney, shall institute foreclosure proceedings of the member's property. Such proceedings shall seek a sale of the member's property, the proceeds of which will be used to recover the Association's delinquent assessments, late charges, interest thereon (if any), notice of intent to lien, lien processing fees, and the fees and

costs of the collection agent and Trustee or attorney conducting the sale.

9. If the Association's lien rights are destroyed by mortgage foreclosure or in some other manner, the Board of Directors may seek a personal judgment against the former delinquent member, individually, for the amounts so destroyed.
10. If any member, within thirty days after a lien is recorded upon the member's property, pays under protest all amounts specified in Civil Code Section 1366. 3 (the amount of the assessments in dispute, plus late charges, interest thereon if any, pre-lien and lien processing charges, and the costs of preparation, recording and service of the Association's Notice of Delinquent Assessment), and the member has not exceed the statutory limit on the times the procedure is available to the member, the Association through it's Management company, shall inform the member that the member may resolve the dispute by Alternative Dispute Resolution, as outlined in Civil Code Section 1354; by Civil Action, or by other procedures available as determined by the Association's Management Company.
11. IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.
12. All Members are entitled to inspect the accounting books and records and minutes of proceedings of the members and the Board and committees of the Board shall be open to inspection upon the written demand on the corporation of any member at any reasonable time, for a purpose reasonably related to such person's interests as a member, pursuant to Corporations Code Section 8333. When it is determined that a member has paid the member's assessments on time, the member will not be liable for payment of late charges, interest, or cost of collection associated with those assessments.
13. When extenuating circumstances exist, which in the sole discretion of the Board of Directors warrant granting an extension of time to any delinquent member for payment of such member's delinquent assessments and other fees and costs, and the Board of Directors has received reasonable assurances that no loss will accrue to the Association by virtue thereof, the Board of Directors may, from time to time, make exceptions to the foregoing policies and practices and allow the delinquent member to enter into a payment plan under which the delinquent member may pay arrearages over a period of time.

Payment plan request will be considered in a case-by-case basis and the Board of Directors shall be under no obligation to grant payment plan requests. A fee of \$30.00 shall be charged each member for monitoring and administrating a payment plan.

14. The Association will charge a fee of \$25.00 for any returned or dishonored check.
15. All charges listed herein shall be subject to change upon thirty days written notice.
16. The foregoing Delinquent Assessment Collection Policy shall remain in full force and effect until such time as it may be changed, modified or amended in its entirety, by a duly adopted Resolution of the Board of Directors of the Association.
17. BE IT FURTHER RESOLVED, that within sixty days of the adoption of an amendment or modification to the Delinquent Assessment Collection Policy, a copy of the Association's policies and practices, as adopted, or as subsequently modified or amended, shall be delivered to all members of the Association in the manner and pursuant to the requirements of California Civil Code Section 1350 et seq.

Adopted and approved by the Board of Directors, October 4, 2010.



President/LVMHOA, City of Orange, County of Orange, CA

NOTICE OF AVAILABILITY OF MEETING MINUTES

As required by Civil Code §1363(1), meeting minutes shall be distributed to any member of the Association upon written request to the current management company and reimbursement of the Association's costs in making that distribution.

NOTICE: ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND NONJUDICIAL FORECLOSURE

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

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

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

At least 30 days prior to recording a lien on an owner's separate interest, the Association must provide the owner of the record with certain documents by certified mail. Among these documents, the Association must send a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the Association's records to verify the debt. (Civil Code § 1367.1)

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. (Civil Code § 1367.1)

State and federal laws regarding fair debt collection may govern the collection practices of the Association. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the Association is required to provide it. On the receipt, the Association must indicate the date of payment

and the person who received it. The Association must inform owners of a mailing address for overnight payments. (Civil Code § 1367.1 and 1367.1)

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

MEETINGS AND PAYMENT PLANS

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

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

ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY

- (1) The current assessment per unit is \$280 per month.
- (2) Not Applicable
- (3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?
Yes No
- (4) Not Applicable
- (5) Not Applicable
- (6) As of the last reserve study or update, the current balance in the reserve fund is \$159,819. Based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the required amount in the reserve fund is \$447,485.

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

MONTHLY ASSESSMENT MAILING ADDRESS

Homeowners should NOT mail payments to the Management Company or give payments to Board Members. Payments should be sent to:

Huntington West Properties, Inc.
c/o Sunwest Bank
PO Box 2088
Tustin, CA 92781-2088

Failure to mail to the above address may delay receipt of your payment and may result in a late fee.

RULES & REGULATIONS ENFORCEMENT

The Board of Directors is empowered by the documents of the Association to enforce the Association's Rules & Regulations, By-laws and CC&Rs. The need for enforcement arises when owners and residents or their guests are negligent in their responsibility to the community in such matters as:

1. Payment of regular monthly assessments and fine assessments;
2. Damaging community property;
3. Conduct negatively affecting the safety, security, and right to quiet enjoyment of others in their use of community property;
4. Construction, improvements or alterations affecting the architectural and aesthetic integrity of the community, initiated without first submitting plans and obtaining Board approval.

The Board may levy fine assessments for violations of rules and conduct or may obtain court injunctions to restrain continuing violations. Legal action on behalf of the Association is expensive but necessary to protect the best interest of all Homeowners and residents. Individuals who act contrary to the Association's documents, which we have all agreed to abide, create a financial burden on each and every homeowner.

NOTICE OF VIOLATION

A *Notice of Violation* is issued for each observed/reported violation of the Rules & Regulations. The management company, representing the Board of Directors, will issue notices. Ten (10) days will be given to correct the violation. Subsequent violations for the same offense may or may not have a specified correction time and may result in a fine assessment to the homeowner.

SCHEDULE OF FINE ASSESSMENTS

FIRST OFFENSE	\$50.00
SECOND OFFENSE (SAME VIOLATION)	\$75.00
THIRD OFFENSE (SAME VIOLATION)	\$150.00
ADDITIONAL OFFENSES (SAME VIOLATION)	\$150.00
UNAPPROVED ARCH. CHANGES	\$ 500.00

Because certain violations of the Rules & Regulations are extremely serious, the Board of Directors has instituted a system of Automatic Fines. No warnings will be given for these violations because they pose an immediate risk of injury or liability to Association Homeowners. A list of these fines is available in the current version of the Rules & Regulations Handbook.

NOTE: All payments made to the Homeowner's Individual Assessment Account will be applied first towards monthly Association assessments.

TENANT VIOLATIONS

Tenants are bound by the same Rules & Regulations, By-laws and CC&Rs as homeowners and are subject to enforcement by the Board of Directors. The homeowner has primary responsibility to the Association for payment of regular monthly assessments, fine assessments due to violations, and special assessments resulting from damage caused to community property by tenants or their guests. The tenant's responsibility, if any, for payment of assessments and fine assessments is a matter of agreement between the homeowner and tenant.

STATEMENT OF COVERAGE & NOTICE OF HOMEOWNER LIABILITY

Pursuant to CA Civil Code §1365.9, La Veta Monterey Homeowners' Association (LVMHOA) is notifying all Members of the amounts of General Liability and Directors & Officers insurance that the Association carries.

LVMHOA consists of 212 separate interests as defined by CA Civil Code §1351. LVMHOA carries five million dollars (\$5,000,000) of General Liability Insurance per occurrence. The Association also carries five million dollars (\$5,000,000) of Directors and Officers Insurance per occurrence. Homeowners may be individually liable for a proportional share of assessments levied, if any, to pay the amount of any judgments, which exceed the limits of the Association's insurance.

GENERAL LIABILITY & D/O INSURANCE LIMITS

CA Civil Code §1365.9 states that: "Any cause of action in tort against any person arising solely by reason of an ownership interest in the common area of a common interest development shall be brought against the Association and not against the individual owners of the separate interests, as defined in subdivision (1) of § 1351, provided that all of the following insurance requirements are met:

- (a) The Association maintained and had in effect at the time the alleged act or omission occurred and at the time a claim is made, one or more policies of insurance which include coverage for (1) general liability of the Association, and (2) individual liability of officers and directors of the Association for negligent acts or omissions of those persons acting in their capacity as officers and directors.
- (b) Both types of coverage described in paragraphs (1) and (2) of subdivision (a) are in the following minimum amounts: (1) at least two million (\$2,000,000) per occurrence if the common interest development consists of 100 or fewer separate interests, and (2) at least three million dollars (\$3,000,000) per occurrence if the common interest development consists of more than 100 separate interests.
- (c) The Association shall, upon issuance or renewal of insurance, but no less than annually, notify its homeowners as to the amount and type of insurance carried by the Association, and it shall accompany this notification with statements to the effect that the Association is or is not insured to the levels specified by this section, and that if not so insured, owners may be individually liable for the entire amount of a judgment, and if the Association is insured to the levels specified in this section, then the owners may be individually liable only for their proportional share of assessments levied to pay the amount of any judgment which exceed the limits of the Association's insurance."

GENERAL INSURANCE INFORMATION

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice, review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's

policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

In accordance with Civil Code Section 1365.9, an Association of 100 units or less must carry liability insurance in the minimum amount of \$2,000,000 and an Association of more than 100 units must carry liability insurance in the minimum amount of \$3,000,000.

General Information

Number of Units	212
Name of Insurer	Philadelphia Insurance Company
Policy Number	PHPK225531
Agent Information	Colony West Ins. (714) 542-4870
Renewal Date	March 31, 2009

General Liability Policies

Policy Limits:	Underlying	\$1,000,000	per occurrence
	Umbrella	\$5,000,000	per occurrence

Building Coverage:

Limit	\$21,710,240
Deductible	\$5,000

Directors & Officers:

Policy Limits:	Underlying	\$1,000,000	per occurrence
	Umbrella	\$5,000,000	per occurrence

Earthquake Policy:

NONE

Flood Policy:

NONE

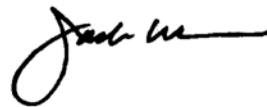
Fidelity Bond:

\$250,000

Workers Compensation:

NONE

Verified October 4, 2010:



Jack L. Williams, Account Manager, Huntington West Properties

The above signature verifies the Association coverage is equal to or greater than the requirements set forth in the California Civil Code.

ALTERNATIVE DISPUTE RESOLUTION

CA Civil Code §1354 deals with enforcement of the Governing Documents of the Association. One of the requirements is this information be submitted to the membership on an annual basis.

This section requires that before either the Association or a member of the Association can file a lawsuit for Declaratory Relief or Injunctive Relief, either exclusively or in conjunction with a claim for Monetary Damages not to exceed \$5000 (other than Association Assessments), the parties shall submit the matter to Alternative Dispute Resolution (ADR) prior to filing the lawsuit.

ADR means submitting the claim to mediation or arbitration. In mediation a mediator tries to resolve the differences between the parties and tries to get them to agree to a compromise. Arbitration is a process whereby an arbitrator, usually a retired judge or lawyer or somebody with special expertise in a particular field, listens to both sides of the case and makes a decision in the same manner as if a Judge would in court. Mediation and arbitration are non-binding under this section, however, the parties may agree to make it binding.

To submit a dispute to ADR, the claimant must serve the other party with a "Request for Resolution" which briefly describes the dispute, requests that the dispute be submitted to ADR, and notifies the other party that they must respond within thirty (30) days of receipt of the Request for Resolution, or it will be deemed rejected. If the other party accepts the Request for Resolution, the parties may mutually decide which form of ADR (mediation or arbitration) they wish to submit the dispute to and whether it will be binding or non-binding. If accepted, the ADR must be completed within 90 days of receipt of acceptance of the Request for Resolution, unless extended by the parties. The parties share equally the costs of ADR.

Anything said in the course of ADR, or any documents prepared for or admissions made in the course of ADR, are inadmissible in a civil action. Testimony cannot be compelled unless consented to by both parties. This section requires that at the time a lawsuit is filed a certificate must be filed certifying that ADR has been completed or one of the following exceptions applies:

1. The statute of limitations for bringing the civil action would run within 120 days (thus barring the civil action);
2. The other party who received the Request for Resolution refused to submit the dispute to ADR prior to the filing of the complaint;
3. The court finds that dismissal of the civil action for failure to certificate would result in substantial prejudice to one of the parties; or
4. The court finds that preliminary or temporary relief is necessary.

Failure to file the required certificate, unless the exceptions apply, would make the lawsuit subject to dismissal. This section would also allow a court to stay a pending action and refer to ADR upon stipulations of the parties.

Generally in an action for Declaratory Relief or Injunctive Relief related to enforcement of governing documents of an Association, the prevailing party would be entitled to an award of attorney's fees and costs. However, if that prevailing party were offered an opportunity to submit the dispute to ADR and refused to do so, the court could take this into consideration in making such an award of attorney's fees and costs.

Failure of any member of the Association to comply with the pre-filing requirements (CA Civil Code §1354) may result in the loss of rights to sue the Association or another member of the Association regarding enforcement of the governing documents.

Financial Disclosure 2011

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