

Westport Townhome Owners Association

Community Handbook

The Management Trust

100 E Thousand Oaks Blvd. # 115, Thousand Oaks, CA 91360

800-672-7800 ~ 805-496-5514 ~ 805-497-8115 fax

www.managementtrust.com

Table of Contents

Community Rules

Introduction.....	Page 4
Animals	Page 4
Commercial Activity.....	Page 4-5
General Rules.....	Page 5-6
Holiday Decorations.....	Page 6
Parking and Vehicle Restrictions.....	Page 6-7
Patio/Deck Guidelines.....	Page 7
Rental of Residence.....	Page 7
Satellite Installation Policy.....	Page 8
Signs.....	Page 9
Pool and Recreation Area.....	Page 10
Violation and Fine Procedure.....	Page 11
Reporting Violations.....	Page 12

Architectural Guidelines

Architectural Guidelines and Procedures.....	Page 13-15
--	------------

Forms

Homeowner Information & Vehicle Registration Form.....	Page 16
Architectural Request Form.....	Page 17
Neighbor Notification Form.....	Page 18
Notice of Completion Form.....	Page 19
Violation Report Form.....	Page 20
Notice of Satellite Dish Installation Form.....	Page 21
Authorization for ACH Debit Form.....	Page 22

Additional Policies

Neighbor to Neighbor Dispute Policy.....	Page 23
Summary of IDR and ADR Process.....	Page 24-28
Policy Statement of Open Forum and Board Meeting Conduct.....	Page 29
Association Collection Policy.....	Page 30-31

Westport Townhome Owners Association

Dear Homeowner:

Welcome to Westport Townhome Owners Association. We are thrilled you have chosen Westport Townhome Owners Association community as your new home. Westport Townhome Owners Association is not merely a collection of homes sharing common property, but rather a collection of homeowners that share common values and a certain quality of life. By working together, becoming actively involved and supporting your Association, we will be able to create the vital and vibrant sense of community we all desire.

As a means of introduction, **The Management Trust (TMT)** has provided exceptional service to Southern California communities for over 30 years. We are one of a select few management firms to receive the Certified Management Firm designation from the California Association of Community Managers (CACM). Transpacific is pleased to be the managing agent for your community. As directed by the Board of Directors, Transpacific's role is to manage the daily operations of the Association, both physical and financial. The Management Trust will give advice on long term financial planning and will assist the Association in complying with state and federal laws. Further, TMT will be the information and communication hub for all of the community's functions and activities. **You can contact The Management Trust at 800/672-7800.**

Having a decisive plan in place is the first step towards making sure that common goals will be met. The community's governing documents, known more specifically as **Covenants, Conditions, and Restrictions (CC&Rs), the Bylaws, Articles of Incorporation, Standards and Guidelines and Architectural Guidelines** act as the community's charter, or Constitution, providing a general framework for the protections and continuance of the community and its common elements.

Please take a moment to familiarize yourself with the governing documents. Understanding the community's "charter" and responsibilities will greatly enhance your experience as a member of the community.

Also, The Management Trust is pleased to offer automatic checking withdrawal for your monthly assessment. If you are interested in this value added service, please fill out the enclosed **ACH form** and return it to The Management Trust at your earliest convenience.

Again, welcome to the neighborhood!

Sincerely,

Westport Townhome Owners Association

Westport Townhome Owners Association

Community Guidelines

Introduction

The Community Guidelines established for Westport Townhome Owners Association are intended to foster an environment of neighborliness, consideration and cooperation. These Community Guidelines constitute Association Rules contemplated by the Declaration. All owners, residents and their guests are required to follow these Guidelines as a means of acting on behalf of the greater good of the community and its well being. The Board has adopted these Guidelines, in addition to the provisions of the Declaration and the Bylaws.

It cannot be stressed enough that all Owners and their tenants be thoughtful and considerate of their neighbors. General rules of good conduct should be observed at all times. The following are general guidelines you, your tenants and guests must observe while at Westport Townhomes.

Animals:

1. Pets are to be confined to units and must be on a leash at all times when in the common areas.
2. Residents are responsible for any damage to the common areas caused by their pets. They may be assessed and/or penalized by the Board of Directors.
3. Pet owners must **pick up after their pets** on **all** community property including, but not limited to streets and landscape. Any resident not complying with this provision may be subject to special assessments.
4. Cats or other small pets are not permitted to roam in the common area.
5. Animals may not be raised, bred or kept for any commercial purposes.
6. Any person bringing an animal upon or keeping an animal in the community shall be liable pursuant to the laws of the State of California to each and all persons for any injury or damage to persons or property caused by such animal.
7. The Association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a danger or nuisance to other owners.

Commercial Activity:

No business, commercial, manufacturing, mercantile, storage, vending or industrial operations of any kind shall be conducted in or upon any Residence, Condominium Unit or the Common Property. This provision does not include construction of the project by the Developer or other authorized subcontractors; however, this provision is not meant to preclude an owner from

maintaining a home office and conducting business activities. The business or activity must be consistent with the specific plan requirements for the project (i.e. residential use) and meet the following criteria:

1. There is no external evidence of the activity or business;
2. The activity or business is conducted in conformance with all applicable government ordinances;
3. The business or activity does *not* increase the liability or casualty insurance obligation or premium of the corporation;
4. The patrons or clientele of such activities do not visit the Residence or park automobiles or other vehicles within the Project;
5. The existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Residence or Condominium Unit;
6. The activity or business is consistent with the residential character or the project and otherwise conforms to the corporation's Governing Documents

General:

1. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property. All trash containers must be stored out of sight. Trash containers may be placed out on the street for pick up but may not exceed twenty-four (24) hours before and after scheduled trash collection hours.
2. Window coverings must be of a conventional variety, neutral in color, including curtains, drapes, shutters or blinds. Foil, wood, newspaper, sheets or any other similar material are prohibited from being used as window coverings at any time. Window coverings should be harmonious with and not in conflict with the color scheme of the exterior wall surface of the home; therefore, neutral colored backings should be used with curtains.
3. Residents shall not cause or permit noises to be made in or outside their home or in the common areas, which interfere with the peace and quiet of other residents.
4. Basketball backboards or other sports apparatus are not permitted unless expressly approved by the ARC in writing. Portable sports apparatus are not permitted to be used in the common area streets. Skate boarding, bike ramps, roller blading and loitering is prohibited within any intersection in the community including entrance and exits gates.
5. No clothing or household fabrics shall be hung, aired or dried on any portion of the home or outside. Clotheslines are not permissible.
6. All homeowners are required to submit plans to install patio yard landscaping. All homes must be maintained in a neat and attractive manner. Please refer to the Architectural Guidelines for further information.
7. When work is being performed in an individual's home by the owner, contractor or by a tradesman, daily cleanup of the common area involved is required, unless specifically excused in writing by the Board of Directors. The cleanup is the responsibility of the homeowner. If such cleanup is not performed as required and must be done by employees or contractors of the Association, the homeowner will be assessed cleanup costs as determined by the Board of Directors. Please refer to the Architectural Guidelines and Procedures for further information.

8. No exterior fires whatsoever are permitted in the Project, except for those gas/electric barbecues specifically identified as permitted by the ARC.
9. All exterior lighting is required to be reviewed and approved by the City's Director of Community Development. In addition, all exterior lighting must be shielded and directed away from adjoining properties so as to produce no annoyance or nuisance.
10. There are no protected views in the community. Any view you may have may be altered by construction, landscaping or other types of installations.
11. Nothing other than natural rain water may be discharged into the storm drains and storm drain system. All homeowners are required to comply with all federal, state and local requirements of the NPDES and Best Management Practices.
12. All hoses must be rolled up and kept out of the common area landscaping on an "approved" hose reel or be kept out of sight when not in use.
13. No items of any type may be placed in the common area landscaping or other common area property. Additionally, no items of any type, except satellite dishes as noted below, may be attached to any portion of the building including exclusive use areas.

Holiday Decorations:

1. Decorations are permitted in the common area and may also be attached to the building provided approved "attachments" are used. The common area includes, but is not limited to: gutters, building exterior, trees, bushes or other landscaped areas maintained by the Association. No penetrations to the building, including your exclusive use area, are permitted under any circumstances.
2. All decorations are permitted up to 30 Days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in December and January must be removed by January 15th of each year.
3. Homeowners should be considerate of neighbors when decorating for holidays.
4. Wreaths or similar type of decorations may be placed on the front doors and remain as long as they are attractive and in good condition, but cannot be nailed or otherwise puncture the door. Appropriate door hangers must be used.
5. Decorations are not permitted on the garage doors or garage areas. The wood casings for the garages cannot be penetrated in any way.

Parking and Vehicle Restrictions:

1. Owners may not park, keep or store on any part of the property any of the following vehicles:
 - a. Recreational vehicles (e.g. motorhomes, travel trailers, camper vans and boats),
 - b. Large commercial type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines),
 - c. Buses or vans designed to accommodate more than eight (8) people, vehicles having more than two (2) axels,
 - d. Trailers, Aircraft, Boats

- e. Inoperable vehicles or parts of vehicles.
2. No person may carry on in any portion of the Properties any major vehicle repair or restoration business.
3. Garages may not be used for office space, workshops or converted for living, recreational activities or businesses.
4. Any vehicle parked improperly or illegally may be subject to tow away at owner's expense.
5. Parking in the fire lanes is strictly prohibited and vehicles are subject to immediate tow at vehicle owner's expense.
6. Designated guest parking areas are for guests only. Owner's parked in violation are subject to tow away at vehicle owner's expense. Guest parking areas are those areas designated by "Guest Parking" signs or stenciling in the pavement stating "Guest Parking". These areas are defined as any "stall" parking area anywhere within the community.
7. Each owner is responsible for advising the owner's family, tenants, and guests of the parking regulations.
8. The garage door shall remain closed except for entry, exit and for reasonable periods while garage is being used.
9. All garages must be maintained in such a way as to permit a minimum of two (2) authorized vehicles to be parked there in.
10. Vehicle registration is required upon move in and every year. Annual vehicle registrations are due by January 31 of each calendar year. The owner on record will be responsible for submitting their residents' vehicle information. Any resident changes and/or vehicle changes will require a new form submittal within fifteen (15) days. Failure to submit all household vehicles on an annual basis will result in violations and/or fines in accordance with the violation and fine policy.(5/2021)

Patio and Deck Guidelines:

1. Residents must maintain their Patio/Balcony area in a neat and attractive manner.
2. Clothes, rugs or any other type of similar material may not be hung on patios/balconies or railings. Drying or laundering of clothes or any other items is not permitted on any patio/balcony area or Association property.
3. Patios/Balconies may not be used for storage of any kind.
4. Awnings, ornamental screens or sunshades are not permitted unless expressly approved by the ARC.
5. Bicycles, toys, surfboards and exercise equipment shall not be stored on patios/balconies.
6. Only appropriate outdoor furniture may be placed in the Patio/Balcony/Deck area. All outdoor furniture must be maintained in a neat and attractive manner. Items such as, but not limited to, bicycles, toys, wood, debris or other similar items are prohibited.
7. All plant material must be healthy and free from disease and pests.
8. Potted plants may not be placed on or attached to the wrought iron fences, railings or buildings. Potted plants are permitted in your exclusive use area and must have proper drainage. Any damage caused by negligence to the surface of structural integrity of the Patio/Balcony/Deck area is the sole responsibility of the homeowner.
9. The Board reserves the right to require the removal or replacement of any item that is considered to be a nuisance or in conflict with the standards as set forth in the governing documents.

Rental of Residence:

An Owner shall be entitled to rent the Owner's entire residence (but not a portion thereof) for a term of not less than thirty (30) days. The Owner shall be responsible for all actions of the lessee and subject to the following guidelines:

1. All Owners who rent their residence shall submit names and contact numbers for their tenants to the Project Management Company.
2. Any rental or leasing agreement shall be in writing, shall provide that the lease or rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Declaration or the Governing Documents shall be a default under the terms of the lease agreement. A copy of any lease agreement shall be provided to the Association.
3. A copy of all the Governing Documents shall be provided by the Owner to each tenant or lessee. The leasing Owner shall, at all times, be responsible for their tenant's or lessee's compliance with all Governing Documents for the Association.
4. Use privileges for amenities, Association Property and Common Area transfer to the lessee or tenant. An Owner shall have no personal use privileges upon leasing their residence.
5. No residence may be rented for hotel, motel or transient purposes or for any other purpose inconsistent with the Declaration.

Satellite Installation Policy:

1. If you would like to install a satellite dish device, you are required to fill out the "Satellite Installation Notification Form".
2. The Satellite Installation Notification Form must be mailed or faxed to the Management Company. **Approval is not required provided you comply with ALL of the requirements stated below.**
3. **If you are unable to comply with the policy set forth,** you must submit a variance to the Association PRIOR to the installation explaining in detail your situation. Each situation will be evaluated individually by the Board of Directors in a timely manner.
4. The device may not exceed one (1) meter in diameter.
5. The device should be located as far out of view as possible and can only be installed on the fascia board of the unit for which it serves or on a free standing mast on the units "Exclusive Use" area. No other penetrations of the building are allowed except for the fascia board. No installations are allowed on the chimney, balcony railings or any other common area.
6. All wires and cables must be securely mounted on the home and may not hang or dangle. They must also be kept out of view as much as possible. All wires and cables must be painted to match the exterior color of the unit.

Signs:

1. Except as otherwise permitted in the CC&Rs, commercial, business or similar sign, advertising device or other display of any kind are not permitted to be displayed in or from the Properties or any portion thereof or on any public street in or abutting the Properties other than one (1) sign is permitted advising of the existence of security services protecting a home.
2. Open House signs are permitted, but can not be placed in the common area. One (1) open house sign may be placed on the existing for sale sign provided the sign complies with the criteria below.
3. One (1) for sale or for rent/lease sign may be displayed in or from the Properties if such Signs comply with the following:
 - a. are posted or displayed wholly on the owner's Lot or on the window of the unit;
 - b. do not include lights, balloons or any other similar decorative component, or include the painting of architectural surfaces;
 - c. is not larger than six (6) square feet;
 - d. does not endanger public health or safety or violate a local, state or federal law and is not otherwise a nuisance
 - e. must be removed within 15 days of sale or lease.
 - f. post type "Hangman" signs are not permitted.
 - g. no attachments can be made to any portion of the building.

Westport Townhome Owners Association Pool and Recreation Area Rules

1. Residents under the age of sixteen (16) years of age are to be accompanied by an adult, age eighteen years old or older, at all times and are to be supervised at all times. There is *no* lifeguard on duty and residents swim at their own risk.
2. All residents and homeowners are required to use their key or access card (whichever is provided) to access the pool. By using the Association's pool (or other common area facilities), the resident agrees to provide identification and proof of residency if asked by an Association representative or an employee of the Association.
3. Owners may assign their rights to use the pool and other common area facilities to tenants, who are renting the property. However, owners who have assigned their rights to a tenant and do not otherwise reside in the property are not eligible to use the pool or other Association amenities.
4. Each member is entitled to bring no more than six (6) guests into the pool area at any time. Members must stay with guests while they are at the pool area. Unattended use of the Association's facilities by guests is prohibited. Members are responsible for any damage to the Association's property caused by themselves, their family members, tenants or guests.
5. The pool hours are as follows:

Daily 7:00 a.m. - 10:00 p.m.

6. Profanity, screaming or abusive language is not allowed in any of the pool areas or any of the common area recreational facilities.
7. Use of radios, boom boxes or other music equipment, without the use of headphones or another type of private listening device, is prohibited.
8. Glass containers or glass objects are prohibited in the pool areas.
9. Smoking and animals are prohibited in the pool and pool area.
10. Alcoholic beverages are prohibited from the pool facility at all times, unless these beverages are being served during the course of a sanctioned, Association function, where swimming will not be taking place.
11. Diving, jumping into the pool, running, horseplay or other dangerous behavior is strictly prohibited at all times.
12. Large flotation devices, rafts, surf boards, boogie boards or any other swim toys or equipment are not allowed in any of the association pools.
13. Proper swim wear is required at all times. Anyone requiring protective undergarments (diapers) is required to wear appropriate protective swim garments (swim diapers/swimmers).
14. Pool furniture is to be used on a first come, first served basis. Pool furniture may not be "reserved" or held until others arrive.
15. Use of the pool and other recreational facilities is a privilege and may be revoked by the Board of Directors if any member or resident fails to adhere to the rules or unreasonably infringes upon other members or resident's rights or enjoyment of the facilities.

Violation and Fine Procedure

1. The Board of Directors shall direct a notice to the homeowner advising them of the nature of the violation and the time limit to rectify the violation.
2. Failure to comply with the request to rectify the violation may result in a “Final Notice” advising the homeowner to comply. Then, if the violation is still not resolved, a “Notice of Hearing” will be sent and shall request appearance on a specified date to be heard by the Board of Directors.
3. Please note the Board may determine that a “Notice of Hearing” is appropriate to send to the homeowner as the second letter, instead of a “Final Notice”, when the violation is determined to be of a more serious nature.
4. If the Board determines at the hearing the violation has not been corrected, the Board of Directors may take any of the following actions:
 - a. Suspend the homeowners voting privileges.
 - b. Submittal of the matter to the Association’s legal counsel for further action. Such action will take place in accordance with California Civil Code 1354.
 - c. Levy of a special assessment or penalty in the amount as outline in section 5 below.
5. The penalty schedule is a follows:

Minor Violations:

First violation:	\$100.00
Second violation (same infraction):	\$200.00
Third violation (same infraction):	\$300.00

Major violations:

\$250.00 per occurrence

i.e. Failure to obtain architectural (ARC) approval prior to making an exterior modification, negligent damage to Association property, life threatening or safety violations, etc.

Effective: 9/28/2021

Fire Lane Parking Infractions – Automatic Hearing

First violation:	\$100.00
Second violation (same infraction):	\$300.00
Third violation (same infraction):	\$500.00 or determined by Board of Directors

*Please note: Special Assessments may be imposed for specific violations outlined in the Association’s Governing Documents.

Reporting Violations

Except in those cases where a violation is easily visually verified (i.e. storage of trash cans, unauthorized architectural improvements, recreational vehicle storage in driveways, etc.), homeowners wishing to report a violation must do so in writing and the complaint must be signed by two (2) different residential households.

Anonymous letters or complaints will not be acted upon, unless the violation can be visually verified by way of an inspection of the property. Additionally, while the Board of Directors will not routinely provide the identity of the homeowners alleging the violation, it does not guarantee that the same remain anonymous or have any duty to protect the privacy of such complaints.

In the case of such complaints that may be difficult to verify, the homeowners alleging the complaint should be prepared to come before the Board of Directors to discuss their claims, if the matter should come into dispute.

Finally, the Board may determine the violation to be a neighbor to neighbor dispute in compliance with the neighbor to neighbor dispute resolution policy.

Architectural Guidelines and Procedures

I. Objective:

The objective of the Architectural Review Committee is to facilitate the evaluation of proposed improvements for each residence in order to assure and promote a cohesive improvement program which will benefit and enhance the quality of living for each individual family.

Sensitivity to the privacy of each resident regarding visibility, noise, odor, vegetation infringement, night lighting, security, hazardous situations, child proofing, animal control, etc., will be thoroughly evaluated.

Each proposed improvement must first comply with any and all CC&R requirements, as agreed, as well as local codes and ordinances. Approval by the Association does not, however, constitute a representation or warranty by the Association that the proposed improvements comply with local codes and ordinances.

While consideration may be given by the Architect, with regard to the obstruction of any homeowner's view, the documents specifically do *not* protect any homeowner's view, and protection of any such views may or may not be considered when approving a proposed improvement. Such consideration is solely at the discretion of the approving architect.

These Architectural Guidelines and Procedures are in no way an attempt to dictate the character of the design program, but rather to assure that the design program takes into consideration any obstructions and/or adverse effects to surrounding neighbors.

General Guidelines:

1. You may not modify, alter, build or construct any improvements to your Residence until you have submitted plans and specifications and obtained approval from the Association's Architectural Review Committee (ARC) or Board of Directors.
2. Improvements requiring approval prior to installation include, but are not limited to, any patio cover, landscape, hardscape, and structural changes, etc.
3. The ARC has 45 days to approve or deny any application. All approvals or denials must be in writing.
4. The ARC or Board of Directors has the right to inspect any improvement after completion.
5. Refer to the CC&Rs and Community Rules for more detailed descriptions on items that require approval.

Fees and Deposits:

1. The Board and ARC reserve the right to require deposits for certain types of construction. Such deposits are required 60 days prior to commencement of any work.

Plan Submittal and Re-Submittal:

1. Three (3) sets of plans, specifications, drawings and other pertinent information must be submitted with the “Architectural Request Form” at least 45 days in advance of the anticipated start of the project. Please refer to the Submittal Requirements section of these guidelines.
2. All technical and engineering matters are the responsibility of the owner.
3. Construction Drawings: Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
4. **If your Residence has any restrictions, it is your responsibility to ensure you are abiding by those restrictions. The Association (ARC or Board) can not approve or supersede any type of restriction on your Residence; therefore, if such restriction is accidentally approved it is the Owner’s responsibility to advise of such and approval for such plans will be deemed denied by the Association.**
5. If plans are denied by the ARC, plans may be resubmitted with the appropriate changes or modifications. Re-submittal may require an additional 45 days if changes are substantial. If you are not satisfied with the denial or request for changes, you have the right to appeal the ARC decision to the Board of Directors. You must submit your request, in writing, to appeal the ARC’s denial, within 30 days of the denial by the ARC. Your request will be placed on the agenda at the next scheduled regular board meeting session. The Board will review your request at that time.

Contractor and Installation Guidelines:

1. All contractors must adhere to the Association Rules and Architectural Guidelines.
2. Owners are responsible for ensuring that all sub contractors and workers are informed of the proper procedures.
3. All contractors must be licensed, insured and have all applicable certifications or special licenses for the type of work being performed.
4. All Owners are responsible for any damage caused by their contractor or their employees.
5. In order to avoid damage to right of way, discharge of pollutants, and erosion, Owners and their contractors are not permitted to stage, place or stockpile landscaping or construction materials on streets, sidewalks, curbs or driveway aprons at any time.
6. All materials and equipment used for construction or landscaping purposes must be stored or used solely within the boundaries of such Owner’s Lot.
7. Owners and their contractors are required to comply with all federal, state and city storm water treatment and discharge regulations and are required to control and treat any such permitted discharges within the confines of their own Lot. Toilets, sand, construction material and/or other related items are not permitted on the street or sidewalk.
8. Contractors are required to clean up each day after construction by sweeping the sidewalk and street area. Contractors should not be flushing dirt, debris, sand, etc. into the street or gutter areas. All local Best Management Practices for Storm Water Pollution must be strictly followed.

9. Contractors and/or other service providers may not trespass onto any other lot without said lot's written permission.
10. Construction trailers or equipment may not be stored overnight on the streets or on any lot.
11. All trash dumpsters used during construction and installation of improvements must have a cover placed on them. Please have the trash dumpster covered at all times, except of course when you are dumping materials into the trash.
12. Sand bags or other erosion or sediment control devices installed by Declarant during initial construction should not be removed until Owner's lot is landscaped and the planting is established. All broken sand bags must be removed immediately and replaced.
13. Homeowners are responsible for ensuring that no runoff from the Owner's lot occurs and each Owner is required to take action reasonably necessary to prevent any runoff.
14. Homeowners are required to obtain all necessary permits from all city and/or county agency's that require permits for such improvements. Approval from the Association does not supercede any local, city or county agency restrictions.

Inspections:

The Association and management have the authority to demand work stoppage until compliance is obtained from the owner and the contractor.

Liability

Any damage resulting from work being performed at a Residence will be billed to the owner. This is the reason it is important for the owner to ensure the contractors have adequate general liability insurance, workers compensation insurance and vehicle liability insurance.

WESTPORT TOWNHOME OWNERS ASSOCIATION **HOMEOWNER INFORMATION & VEHICLE REGISTRATION FORM**

PLEASE RETURN TO THE MANAGEMENT TRUST

100 East Thousand Oaks Boulevard, Suite 115 • Thousand Oaks, California 91360

Fax: (805) 497-8115 thousandoaksforms@managementtrust.com

LOT OR UNIT # _____ ADDRESS _____ Closing date _____

OWNER/S NAME/S ON TITLE _____

LIST ALL RESIDENTS OF THE HOME _____

OWNER MAILING ADDRESS _____

GATE DIRECTORY/PHONE NUMBER _____

PRIMARY EMAIL ADDRESS FOR ASSOCIATION COMMUNICATIONS:

PHONE NUMBERS: HOME PHONE NUMBER (if established) _____

NAME _____ CELL PHONE _____

NAME _____ CELL PHONE _____

***REQUIRED VEHICLE REGISTRATION**

Vehicle registration is required upon move in and every year. Annual vehicle registrations are due by January 31 of each calendar year. The owner on record will be responsible for submitting their residents' vehicle information. Any resident changes and/or vehicle changes will require a new form submittal within fifteen (15) days. Failure to submit all household vehicles on an annual basis will result in violations and/or fines in accordance with the violation and fine policy.

Please circle one: Owner Occupied / Rental

	<u>Make</u>	<u>Model</u>	<u>Color</u>	<u>License #</u>
<u>Vehicle 1</u>				
<u>Vehicle 2</u>				
<u>Vehicle 3</u>				

Please review parking and vehicle guidelines.

Westport Townhome Owners Association

ARCHITECTURAL REQUEST FORM

Return to: The Management Trust, 100 E. Thousand Oaks Blvd. Suite 115, Thousand Oaks, CA. 91360

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____

Business Phone: _____

Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail: _____

II. Documents Required for Submittal

- ☐ Three (3) sets of detailed plans as specified in ARC Guidelines
- ☐ Three (3) sets of this application form

Homeowners Signature: _____ Date: _____

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.

Neighbor Notification Form

Name: _____
Address: _____
Signature: _____

Left rear neighbor

Name: _____
Address: _____
Signature: _____

Rear neighbor

Name: _____
Address: _____
Signature: _____

Right rear neighbor

Name: _____
Address: _____
Signature: _____

Left adjacent neighbor

YOUR HOUSE
Name: _____
Address: _____



Name: _____
Address: _____
Signature: _____

Right adjacent neighbor

Name: _____
Address: _____
Signature: _____

Left front neighbor

Name: _____
Address: _____
Signature: _____

Front neighbor

Name: _____
Address: _____
Signature: _____

Right front neighbor

If neighbor is not impacted by improvements, then write "Not Impacted" in signature line.
Signature on above form does not constitute approval of plans presented, only notification. Any concerns about plans being presented may be addressed, in writing, to the Association.

Westport Townhome Owners Association

Notice of Completion Form

This form must be completed and returned to the Association within 30 days after the approved improvements have been completed.

Homeowner Name: _____

Address: _____

Lot #: _____

Phone: _____

Summary of Completed Improvements

Attachments (check box to indicate they have been enclosed):

- ☐ Copies of photographs of all improvements included. Please note that notice of completion form is not complete if photographs of improvements are not enclosed.

Signature: _____ Date: _____

By signing this form, the homeowner is stating that improvements have been completed in accordance to the scope and specification of the approved architectural application and in accordance with the community's architectural guidelines.

Return form to:
The Management Trust
100 E. Thousand Oaks Blvd., Suite 115
Thousand Oaks, CA. 91360

Westport Townhome Owners Association

Violation Report Form

Return form to: The Management Trust, 100 E. Thousand Oaks Blvd., Suite 115
Thousand Oaks, CA. 91360 or Fax to 805/497-8115

Violation information

Please provide the name (if known) and address of the home where the alleged violation is taking place.

Name(s): _____

Address: _____

Summary of alleged violation(s):

On what days and at what times does the violation usually take place?

Reporting homeowner's information

If the violation is not verifiable by way of a visual inspection of the community, then a signature of an additional homeowner representing a separate unit/lot, within the community, may be required to initiate the Association's violation procedure. **You must include your name and address in order to have this form processed.**

Your name: _____

Address: _____

Phone: _____

If necessary:

Additional Homeowner name: _____

Address: _____

Phone: _____

Westport Townhome Owners Association

NOTICE OF SATELLITE DISH INSTALLATION

Name: _____ Date: _____

Address: _____ Lot #: _____

Home Phone: _____ Business Phone: _____

Satellite Dish Agreement:

I, _____ (*Insert Your Name*), have read the satellite installation policy for the Association and agree to install the device per the requirements.

The device will be installed on _____ (*Insert Install Date*). I understand that if the satellite dish device CANNOT be installed per the attached agreement, I must submit an application for architectural approval PRIOR to installation detailing the proposed installation.

I understand that after installation, if the device is not in FULL and COMPLETE compliance, I am 100% monetarily responsible for making all necessary changes to the installation in order to bring the device into compliance. I am also aware that any damage resulting from the installation is my responsibility to repair.

I understand if I sell my home, I am responsible for the removal of the satellite dish device and must repair any and all damage to the area where the dish was installed, including all areas of wiring, etc.

Signature

Date

Fax or Mail to:

The Management Trust
100 E. Thousand Oaks Blvd., Suite 115
Thousand Oaks, CA. 91360

Association Use Only

☐ IN COMPLIANCE

☐ NOT IN COMPLIANCE

Corrections Required:

Signature: _____ Date: _____

Authorization Agreement for Direct Payments (ACH Debits)

15661 Red Hill Avenue Suite 201 Tustin, CA 92780

Phone (714) 285-2626 Fax (714) 647-9393

Please return this completed form to The Management Trust - along with a voided check in order to expedite your authorization. It may take up to 2 weeks to process your request. Please continue to mail in your payments until you receive your confirmation letter stating your Automatic Payment start date.

Homeowner Information

Association Name:

Association Account #: _____

Name(s) as shown on Deed: _____

Property Address:

Mailing Address:

Home Phone: (_____) _____ - _____

Cell Phone: (_____) _____ - _____

Email Address:

Financial Institution Information

Please Debit my (please check one below)

Checking Account (attach voided check) SavingsAccount (attach a savings deposit slip)

Name (as shown on checking or savings account):

Institution Name:

9-digit Routing Number: _____

Bank Account Number: _____

Please read this disclosure carefully before signing below.

I hereby authorize The Management Trust - Transpacific and the financial institution designated on the application to charge the account I have specified for payment of my association assessment. I understand that a \$35 fee may be charged to my account for any insufficient funds and that I can be excluded from this program in the event funds are not available in my account for payment. I understand that the payment will be taken out of my bank account between the 6th and 12th of each month. I understand that the financial institution or The Management Trust-Transpacific can terminate this contract, and I can withdraw from the plan by giving 30 days written notice. I understand that my account must be current to participate in the program.

Signature:

Date:

Signature:

Date:

You may return the completed form and check copy by:**Mail:**

The Management Trust - Transpacific
 Attention: ACH department
 15661 Red Hill Ave. Suite 201
 Tustin, CA 92780

Email:Lupe.Guzman@ManagementTrust.com**Phone:**

(714) 285-2626 ext 1203

Fax:

(714) 647-9393

Attn: ACH Department

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of Westport Townhome Owners Association on October 14, 2005. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the Association or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area (example include, but are not limited to, parking, noise, animals).
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to use best efforts to submit their dispute to either the applicable governmental agency or ADR prior to seeking association involvement in resolving the dispute. For ADR, this may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute by contacting the applicable government agency and/or through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

**THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN
NEIGHBOR TO NEIGHBOR DISPUTES**

**SUMMARY OF
INTERNAL DISPUTE RESOLUTION PROCESS
AND
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES**

I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS.

In accordance with Civil Code Section 1363.810 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.) and Section 7110 et seq. of the Non-profit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- (3) The Association's Board of Directors shall designate a member of the Board to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- (6) The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the Governing Documents of the common interest development or association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors."

Please note that a member of the association may not be charged a fee to participate in the process.

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

Please be advised that California Civil Code Section 1369.510 et seq. requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 1369.510 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the new statute are the Association (through the Board of Directors) and any owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Section 1369.520 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An “enforcement action” is defined as a civil action or other proceeding for any of the following purposes:

- 1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.);
- 2) Enforcement of the California Non-profit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110; or
- 3) Enforcement of the Association’s governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of \$5,000. The following types of disputes are specifically excluded from being required to resort to ADR:

- 1) A Small Claims action;
- 2) Assessment collection, except as provided for in Civil Code Section 1366.3;
- 3) Claims for money damages in excess of \$5,000 in conjunction with a claim for declaratory, injunctive or writ relief;
- 4) Action for preliminary or temporary injunctive relief; and
- 5) The filing of a cross-complaint in response to a complaint already filed.

COMPLIANCE PROCEDURES

A. **INITIATING PARTY.** The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a “Request for Resolution” including the following information and language:

- 1) A brief description of the dispute;

- 2) A request that the matter be submitted to ADR;
 - 3) A notice that the party receiving the Request for Resolution (the “Responding Party”) is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected; and
 - 4) If the party on whom the Request is served is an owner: a copy of Civil Code Section 1369.510 et seq.
- B. SERVICE.** A Request for Resolution may be served by personal delivery, First-Class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. RESPONDING PARTY’S OBLIGATION.** Upon receipt of a Request for Resolution, the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed “rejected.”
- D. TIME FOR COMPLETION OF ADR.** Where the request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance; however, the parties can stipulate in writing to extend this period.
- E. COST OF ADR.** The cost of ADR shall be borne by the parties.
- F. TOLLING OF STATUTE OF LIMITATIONS.** If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 1369.550.
- G. CERTIFICATE.** In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with 1369.510 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the court is grounds for a demurrer or motion to strike unless the court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorney’s fees and costs, a court may consider whether a party’s refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

The preceding summary has been provided in accordance with Civil Code Section 1369.590.

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS

This summary is intended for the general information of the Association's members and specific reference is to be made to the actual language of the Civil Code in any particular set of circumstances. The Association shall not be liable for reliance upon or interpretation of this summary by any party.

Summary of Civil Code Section 1354

Prior to a member of the Association or the Association filing a civil action seeking to enforce the governing documents by:

- 1) declaratory relief or injunctive relief, or
- 2) declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than assessments, not in excess of five thousand dollars (\$5,000), the parties shall endeavor to submit their dispute to a form of Alternative Dispute Resolution ("ADR") such as binding or nonbinding mediation or arbitration, unless the applicable time limitation for filing such an action would run within 120 days, or the action is a cross-complaint.

To initiate the ADR process a party may serve on the other party a "Request for Resolution" which shall include the following:

- 1) A brief description of the dispute between the parties,
- 2) A request for Alternative Dispute Resolution, and
- 3) A notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it shall be deemed rejected.
- 4) The Request shall be accompanied by a copy of Civil Code Section 1354.

The Request for Resolution shall serve on the other party by any of the following:

- 1) By causing it to be delivered directly to the other party in person.
- 2) By causing it to be suberved pursuant to Code of Civil Procedure Section 415.20

The party receiving a Request for Resolution has 30 days from receipt to accept or reject. If not accepted within 30 days, the request is deemed rejected. If accepted, the alternative dispute resolution shall be completed within 90 days of the receipt of acceptance by the requesting party, unless extended by written stipulation by the parties. The costs of ADR shall be shared equally by the parties.

If a lawsuit is filed for the aforementioned actions, a certificate stating the following must be filed with the complaint:

- 1) ADR has been completed in compliance with the statute, or
- 2) One of the other parties to the dispute refused ADR, or
- 3) Preliminary or temporary injunctive relief was necessary, or
- 4) The limitation period for bringing the action would have run within the 120 day period.

In any action to enforce the Governing Documents, the prevailing party shall be awarded reasonable attorney fees and costs, and the court may take into consideration a party's refusal to participate in ADR in determining the amount.

FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PREFILING REQUIREMENTS OF SECTION 1354 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.

POLICY STATEMENT FOR OPEN FORUM AND BOARD MEETING CONDUCT

The Board of Directors welcomes resident attendance at the Board meetings to observe business matters that take place involving the corporation.

In order to give you an opportunity to address the Board, and in accordance with Civil Code Section 1363.05(i), the Board set aside a period of time at the each Board meeting (called Open Forum) for the homeowners to address the Board.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board or fill out the “request to address the Board” form and wait for your name to be called.
2. State your concern in clear and simple terms, and please limit it to three (3) minutes.
3. If someone else has already stated the concern, but you have something new to be added to the concern already expressed, then please raise your hand to be recognized; however, the Chair may limit participation to once per owner.
4. Please don't interrupt others while they are speaking.
5. Maintenance related items are to be directed to Transpacific Management Service by calling or writing (Open Forum is not the proper venue to report maintenance items.)
6. Please realize that while the Open Forum is a time for you to express an opinion or concern to the Board, you may not receive an immediate response or decision. The Board will take your concerns into consideration, but may not necessarily act upon them at the meeting, unless the concern is vital to an agenda item decision.

Understanding Board Meeting Conduct:

1. The Board meeting is a business meeting of the Directors of the Corporation.
2. As homeowners, you are members of the Corporation and you elected the Board members to take care of those interests.
3. Business matters come before the Board when a motion is made, and seconded. Each motion has a discussion period before a vote is taken. This discussion is to take place only between Board members and with Management, if needed.
4. When a vote on a motion is taken, it is voted on by the Board members only.
5. If you would like an item to be considered by the Board to be on a future agenda for a decision, please submit your request or suggestion in writing at least 3 weeks before the next meeting. If you only want to verbally address the Board, without their making a decision at the meeting, your written input can be received up until the day before the Board meeting. (Note: The Board may be unable to make decisions on items until they have done the proper research and had time to consider their findings.)
6. If you are unable to attend a Board Meeting, you are always welcome to send your concerns in writing to the Board of Directors via the Management Company. Written requests can be sent via fax, mail or email. In order to ensure your concerns are appropriately conveyed, all concerns must be in writing and verbal requests will not be accepted.

Policy and Procedures for Collection of Delinquent Assessments, Fees, Charges and Costs

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to Civil Code ("CC") §5730 and payment plan standards consistent with CC §5665:

POLICY: Effective January 1, 2019 the Policy for Collection of Delinquent Assessments, Fees, Charges and Costs is as follows:

Assessments: Assessments subject to this Policy include the regular assessments as defined in the governing documents of the community and any levied special assessments, other sums levied, or lienable monetary penalties.

Collection Fees and Costs: The costs of collection of delinquent assessments, including late charges, interest, and other fees or costs, and reasonable attorney fees and costs, are included as a charge against a homeowner's assessment account and are included in the amount of any lien recorded against the property and any recovery actions by the Association.

Delinquency: The term "delinquency" shall include any delinquent unpaid regular or special assessments, late charges, interest, and costs of collection incurred.

Foreclosure: A legal process which results in the sale of the property to satisfy the payment of assessments, fees and costs of collection owed on the account.

Partial Payments: If a partial payment is received which is less than the lienable unpaid balance owed on the homeowner's account, including the collection charges, the Association may elect to accept the partial payment. If the partial payment is accepted, it shall not act as a waiver of the Association's right to require payment of all sums.

Payment Application: Payments received after a delinquent account is assigned to the Association's attorney for collection may be forwarded by the Association directly to the attorney. If the partial payment is accepted, it shall be credited first to outstanding assessment balances on the homeowner's account pursuant to California Civil Code 5650 through 5740 and the remaining unpaid balance shall be subject to this Policy.

Payment Plans: The homeowner may request a payment plan. This request must be made within **fifteen (15) days from the postmark date of the prelien notice**. The Board of Directors shall meet with/respond to the homeowner within **forty-five (45) days from the postmark date of the homeowner request**. Payment plans may be approved at the sole discretion of the board of directors based upon the circumstances of each delinquent account. The homeowner's account will be charged a \$15.00 per month payment plan monitoring and administration fee for payment plans exceeding four (4) months. A payment plan request or approved payment plan will not impede the Board's ability to vote for or record a lien.

Personal Liability: All assessments, late charges, interest and costs of collection, including attorney fees, are the personal obligation of the Owner of the Property at the time of the assessment or other sums are levied according to Civil Code 5650 through Civil Code 5740.

Returned Check Charges: The bank charge, plus an additional fee that may be assess by The Management Company, shall be added to the account of any homeowner whose check to the Association is returned dishonored by the homeowner's bank.

Statements: Monthly statements are a courtesy to the homeowners and not an invoice for payment. Monthly statements may not reflect any or all collection costs incurred on a delinquent account, including attorney or trustee fees and costs which have been charged to the account.

Waiver of Charges: If a homeowner's account becomes delinquent and the Association is required to incur certain charges due to the homeowner's delinquency, the Association's policy is to not waive the delinquent homeowner's payment of these charges.

Due Date: Regular Monthly Assessments are due in full on the first (1st) day of each month. All other assessments levied are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received within fifteen (15) days after it is due. Late charges, costs of collection, attorney fees and costs are due upon the date incurred.

Delinquencies:

Fifteen (15) Days Past Due:

The account becomes delinquent and a **late charge** equal to Ten Dollars (\$10.00) or Ten Percent (10%) of the delinquent assessment amount, whichever is greater, is charged to the delinquent homeowner's account.

Thirty (30) Days Past Due:

Interest commences at the rate of twelve (12%) percent per annum on all regular and special assessments late charges, and costs of collection (the "Delinquency") and will be charged to the homeowner's account.

Sixty (60) Past Due:

A "Notice of Intent to Lien" is sent to the homeowner(s) at the Association's mailing address of record by Certified Mail pursuant to California Civil Code 5650 through 5740 informing them of their right to participate in dispute resolution under the Association's "meet & confer" program and that the Association may record a lien against the homeowner's property without additional notice in the event full payment of lienable assessments is not received within **thirty (30) days**.

Ninety (90) Past Due:

Upon Board approval and expiration of thirty (30) days after the "Notice of Intent to Lien" is mailed, the Association shall proceed to have a **Notice of Delinquent Assessment Lien** prepared and recorded against the homeowner's property on behalf of the Association. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation and recordation of the lien, including title, recording, and mailing charges, for the Lien and Release of Notice of Delinquent Assessment. A copy of the Notice of Delinquent Assessment Lien shall be mailed to the delinquent owner by Certified and First Class Mail.

Pre-Foreclosure:

Upon Board approval, the Association will cause the preparation and sending of a **Notice of Intent to Foreclose** letter to the delinquent homeowner advising that unless full payment is received within thirty (30) days of the Lien, the Association has the option to proceed with non-judicial foreclosure. The delinquent homeowner's account shall be charged for the fees and costs associated with the preparation of the notice, plus mailing charges and the costs to obtain current title records. This letter shall also advise the homeowner of their right to participate in dispute resolution under the Association's "meet and confer" program or by alternative dispute resolution.

Foreclosure:

Upon Board approval, if not paid by 30 days of the Notice of Intent to Foreclose letter, the homeowner's account will be charged for the preparation and assignment of the account to the Attorney, as well as for any fees and costs assessed by the Attorney. The Attorney shall commence a non-judicial foreclosure of the assessment lien by recording a **Notice of Default** and serving it upon the delinquent homeowner with a copy of the board's decision to foreclose. The foreclosure shall be conducted pursuant to Civil Code 2924 in the same manner as Deeds of Trust. No foreclosure sale shall take place until delinquent assessments exceed \$1800.00 or the assessments are more than twelve month's delinquent.

Other Collection Remedies:

In lieu of proceeding with non-judicial foreclosure of the assessment lien, or as stated in any prevailing Civil Code section. The Board may elect to proceed with a judicial suit or other legal means to enforce the delinquency.

Address for Overnight Delivery:

The Association's address for overnight delivery shall be:

The Management Trust: 15661 Red Hill Ave #201, Tustin, California 92780-7300