

Heritage

AT VISTA DEL VERDE



Welcome Packet & Community Information



Professionally Managed by:
Accell Property Management, Inc.
Phone 949-581-4988

Heritage at Vista Del Verde Welcome Packet and Community Information

Table of Contents

Welcome Letter.....	Page 3-4
<u>Association Rules</u>	
Maintenance and Repair Obligations	Page 5
General Guidelines.....	Page 6
Holiday Decoration Guidelines.....	Page 6-7
Parking Guidelines.....	Pages 7-8
Pet Guidelines.....	Pages 8
Pool & Spa Guidelines.....	Page 9
Signs.....	Page 10
Enforcement Policy and Violation Reporting.....	Pages 11-12
Violation Report Form.....	Page 13
<u>Architectural Guidelines</u>	
General Guidelines and Procedures.....	Page 14
Neighbor to Neighbor Dispute Policy.....	Page 15
Policy Statement of Open Forum and Board Meeting Conduct.....	Page 16
Architectural Application.....	Page 16
Architectural Submission Packet.....	Page 17-38
<u>Additional Items</u>	
Association Collection Policy.....	Page 39-40
Authorization for ACH Debit Form.....	Page 41-42

Heritage at Vista Del Verde

Dear New Homeowner:

Welcome to the Community of Heritage at Vista Del Verde. It is our hope that you will find it a pleasant place to live. For those homeowners unfamiliar with life in a common interest development, following is an explanation.

Heritage at Vista Del Verde Homeowners Association is a non-profit mutual benefit corporation. The Corporation's charter is to provide community services and facilities for the general use, benefit and welfare of the owners and/or occupants of Heritage at Vista Del Verde. In fulfilling this charter, Heritage at Vista Del Verde Homeowners Association is responsible to operate, maintain and regulate the operations and business affairs of the project's common areas and common interests.

The responsibility for making sure that the Association is fulfilling its charter is given to members of the Board of Directors. Heritage at Vista Del Verde homeowners elect members to the Board of Directors whose job it is to make business decisions and establish policies consistent with the Corporation's charter and governing documents (Covenants, Conditions and Restrictions, Bylaws and Articles of Incorporation). Under California corporate law, each Board member has a fiduciary duty to "...act in good faith in a manner such Director believes to be in the best interests of the Corporation as an ordinary prudent person in a like position would under similar circumstances." The governing documents of the Corporation vest the Board of Directors with specific powers so it may carry out its purpose. However, the Board of Directors may not take any action of which it has not been vested the specific authority by the governing documents or statutory law.

As a homeowner, you have a right to the use and enjoyment of the common areas subject to control and management by the Association. Use of common areas is controlled by the Covenants, Conditions and Restrictions, as well as duly adopted Rules and Regulations. Please take time to become familiar with these important documents.

In addition to the controls and restrictions governing the common areas, Heritage at Vista Del Verde homeowners are obligated to comply with certain architectural standards and guidelines with regards to their homes and exclusive use areas.

If it is your desire to make a change, alteration or addition to your home or lot's landscaping, and the change can be seen from any portion of the common area, adjoining home or street, then you must submit plans and specifications and receive the written approval of the Architectural Committee prior to the commencement of the change, alteration or addition. Examples of changes which require approval are: interior and exterior window coverings, installation of screen doors, patio decks, patio covers, landscaping, modifications to drainage, exterior lighting, changes to house paint colors, etc. Please refer to the CC&R's for detailed explanations and forms.

As a member of Heritage at Vista Del Verde Homeowners Association, we ask for your communication. Your Board members are interested in hearing your ideas, concerns or questions regarding Heritage at Vista Del Verde. We encourage you to put your thoughts down in writing and

mail them to our management company, Accell Property Management, Inc., 23046 Avenida de la Carlota, Suite 700, Laguna Hills, CA 92653. Writing provides the Association with a record of your concern or question and allows each Board member the opportunity to read first hand what it is you wish to communicate.

If you must speak to someone directly or have an emergency, you may call our management company at (949) 581-4988. Normal office hours are 9:00 a.m. to 5:00 p.m. Our answering service will relay calls 24 hours a day, 365 days a year, if there is an emergency. For non-emergencies, we will return your call the next business day.

Communication is important to all organizations and communities. To this end, we will include general announcements and newsletters with your monthly statement. In turn, we encourage you to contact us with your concerns and questions.

We look forward to hearing from you.

Heritage at Vista Del Verde Homeowners Association
Board of Directors

Heritage at Vista Del Verde Association Rules

Maintenance and Repair Obligations:

1. Each owner must maintain his/her home and all improvements therein in good condition and repair at all times. This includes, but is not limited to, interior doors and walls, exterior surfaces of load bearing walls located within the Unit, floors, cabinets, appliances, and electrical, heating, plumbing and other utility fixtures exclusively serving the Unit.
2. Owners must periodically clean, maintain, repair and replace any windows, exterior doors, including garage doors, screens and screen doors. This includes door hardware and opening equipment.
3. Owners are responsible for maintaining and repairing any utility line or equipment that exclusively serves their unit and for exterior door or patio lighting fixtures that are connected into the unit's electrical system.
4. Owners are responsible for maintaining the elastomeric membrane on the deck surface, including periodic inspection of the deck surface for evidence of leaks and the immediate repair of any deck surface that is damaged or penetrated in any manner. Owners should take appropriate precautions to prevent the membrane from being penetrated by sharp objects.
5. Each owner is responsible for maintaining and repairing any HVAC system equipment that serves his/her unit, wherever located, provided that maintenance may not disturb or modify any common area without prior written consent of the Board.
6. Owners are responsible for any smoke detectors in the unit. Owners must immediately notify the association of any problems with any automatic sprinkler heads located in their unit.
7. In order to reduce the potential for water damage and mold growth within the unit, owners must periodically inspect the property for evidence of water intrusion (i.e. condensation on the windows or walls, wall stains or presence of molds, fungi and their spores. Upon detection of any water intrusion, owners must immediately take appropriate corrective steps to repair all leaks, sources of water intrusion and water damage within the unit and notify management of evidence of water intrusion.
8. The Association will maintain the Common Areas in front of units only in regards to pest control of bugs, rodents and swallows as required by CC&Rs Section 8.5. Homeowners are required to maintain all other areas in connection with pest control, including but not limited to the interior and backyards of the units as required by CC&Rs Section 8.1.
9. Please refer to the CC&Rs, Exhibit F for further explanation of your Maintenance and Repair Obligations.

Association Rules

General Guidelines:

1. You may not modify, alter, build or construct any improvements in your exclusive use area until you have submitted plans and specifications and obtained written approval from the Association's Architectural Review Committee.
2. Homeowners are required to submit an Architectural Request Form to the association prior to commencing work. Please refer to the Architectural Guidelines.
3. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the property, except in sanitary containers located in appropriate areas screened and concealed from view. All trash containers must be stored out of sight except for the day of pickup, on Tuesdays. They are to be placed out the evening prior to pickup and must be removed from the sidewalk or street no later than the evening of trash collection day.
4. No clothing or household fabrics shall be hung or dried outside. Clotheslines are not permissible.
5. Window coverings must be of a conventional variety, including curtains, drapes, shutters or blinds, and the exterior must be white or off-white unless approved otherwise in writing. Foil, wood, newspaper, towels, sheets or any other similar material are prohibited from being used as window coverings at any time.
6. Residents shall not cause or permit noises to be made in their unit or in the common areas, which interfere with the peace and quiet of other residents.
7. No owner shall permit anything to be done or kept in his or her unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal agency or that might increase the rate of or cause the cancellation of any insurance maintained by the association.
8. Please refer to the Association's CC&Rs, Article 7, for further restrictions.

Holiday Decoration Guidelines:

1. Holiday decorations are permitted in your exclusive use area; however, decorations of any type are NOT permitted in the common area. Homeowners are not permitted to hang decorations from on top of the roof or eaves. The common area includes, but is not limited to, trees, bushes or other landscaped areas maintained by the Association, etc. Any decorations found in the common area will be removed at the owner's expense.
2. All decorations may be placed outside no more than 15 days prior to the holiday and must be removed within 10 days after the holiday. All holiday decorations celebrating holidays in

Association Rules

December and January must be placed outside no earlier than the Friday after Thanksgiving and must be removed no later than one week after New Year's Day.

3. Any decorations placed on railings or other similar areas should be placed with care and should not cause damage.
4. Homeowners should be considerate of neighbors when decorating for holidays.
5. No one is permitted on the roof at any time.
6. No one is permitted to penetrate, drill, or staple into any part of any building. The Board recommends using 3M Command fasteners or similar fasteners that can be removed cleanly and do not leave any surface damage.
7. If a Homeowner uses a company to install holiday lights, they must provide a copy of the vendor's insurance PRIOR TO INSTALLATION.

Parking Guidelines:

1. Residents are to park their vehicles in their garages so that unassigned parking spaces are available primarily for guest parking. Driveway parking is permitted only on driveways exceeding eighteen feet (18') in length. Residents are to park their vehicles in their garages first and on driveways second.
2. Street parking is to be used only as the LAST parking option and should be used primarily for guest parking only.
3. Owners are responsible for assuring that their guests abide by the parking restrictions.
4. You may not park, keep or store on any part of the street (public or private) or driveway, any large commercial type vehicle or any recreational vehicle, except for brief periods for loading, unloading, making deliveries or emergency repairs. These prohibited vehicles are defined as the following:
 - a. Recreational vehicles (e.g. motor homes, travel trailers, camper vans and boats) or commercial-type vehicles (e.g. stakebed trucks, tank trucks, dump trucks, step vans, concrete trucks and limousines) that do not fit completely within the garage with the garage door closed;
 - b. Buses or vans designed to accommodate more than ten (10) people,
 - c. Vehicles having more than two (2) axles;
 - d. Trailers, aircraft or boats that do not fit completely within the garage with the garage door closed;
 - e. Inoperable vehicles or parts of vehicles;
 - f. Any vehicle deemed a nuisance by the Board of Directors;
 - g. Any other vehicle not classified as an Authorized Vehicle.

Association Rules

5. Your garage should be utilized and maintained in such a way as to accommodate the number of vehicles for which it was intended and shall not be converted for living, recreational activities, business or storage purposes.
6. Garage doors are to remain closed except for entry to and exit from the garage.
7. Parking in areas designated as "fire lanes" is prohibited at all times. Vehicles parked in violation are subject to immediate towing without notice in accordance with CC&R's Article 17 and California Vehicle Code Section 22658.2.
8. Pursuant to City requirements, parking is permitted only in designated parallel spaces along the north side of Via Roma. There shall be no parking along the south side of Via Roma.
9. No repair, maintenance or restoration of any vehicle may be conducted in the development except for emergency purposes in which case it must be in an enclosed garage with the garage door closed and only until such time as the vehicle can be moved to a proper repair facility.

Pet Guidelines:

1. Normal and customary household pets may be maintained within the development. You may have no more than two (2) dogs, or two (2) cats, or a combination thereof, but not to exceed two (2) total. Domestic reptiles, birds, rodents and fish are allowed subject to restrictions. Please refer to Association CC&Rs, Article 7.6.
2. Pets are to be confined to units and must be on a leash at all times when in the common areas.
3. Owners are responsible for any damage to the common areas caused by any of their pets or their residents' pets. Owners may be assessed and/or penalized by the Board of Directors.
4. 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. **You must immediately cleanup after pets and are responsible for any damages to the common areas.**
5. Cats or other small pets are not permitted to roam in the common area.
6. Animals may not be raised, bred or kept for any commercial purposes.
7. The association, acting through the Board of Directors, may prohibit any animal that, in its opinion, constitutes a nuisance or danger to the health and safety of other owners.

Association Rules

Pool & Spa Guidelines:

The Community swimming pool & spa are for the use and enjoyment of all homeowners of our Community. Responsible use of these beautiful facilities will help to increase the safety, reduce expenses and maximize the pleasure we derive from them. We do NOT have lifeguards. It is for these reasons the following rules are applied to the use of these facilities.

There is no lifeguard at the pool and spa area. Therefore, homeowners and their guests must use the pool and spa at THEIR OWN RISK. The use of the pool and spa is expressly limited to owners and their invited guests. Owners must accompany their guests at all times.

Pool and spa hours are from 6:00 a.m. to 10:00 p.m. local time Monday through Sunday.

For Safety purposes, persons under the age of fourteen (14) are not permitted in the pool or spa area unless supervised by an adult homeowner. Swim diapers, rubber pants or other watertight swimwear must be worn by persons with bladder control or incontinence issues. (e.g., infants and/or children who are not toilet trained). For safety purposes, no child under the age of five (5) years of age will be allowed in the spa. Occupancies for the pool is 78, and for the spa is 16. **Animals are not permitted in or around the pool and spa area at any time, nor may they be tethered to the fence, bushes or stakes.**

California law requires that the pool gates must be latched at all times when not passing through. Do not prop the gates open at any time. GLASS MATERIALS/CONTAINERS of any kind are not allowed in the pool & spa area. Large or potentially dangerous objects are not allowed in the pool & spa area. Barbecues are not allowed in the pool and spa area. Food may be eaten in the pool area, but not in the pool or spa. All trash must be picked up and properly disposed of. Homeowners and their guests must maintain cleanliness in the pool and spa area. Do not remove furniture from the pool or spa area. Furniture is not to be placed in the pool or spa. When using tanning oils and/or lotions, a towel must be placed over the furniture. Homeowners and guests must use the pool showers before entering the pool or spa. No soap or soap products are allowed in the pool or spa.

DIVING IS NOT PERMITTED

Running, boisterous or rough playing is not permitted in the pool or spa area. Persons in the pool & spa area should conduct themselves in such a manner as to not disturb other homeowners. Headphones must be used with all radios or other audible devices. Tampering with pool and spa equipment or machinery is not permitted. The owner is responsible for any damage caused by his or her guests. **Smoking in the pool area is prohibited.**

Pool Keys/Replacements: If lost or stolen, the legal owner is to report to Accell Property Management, Inc., and can purchase replacements for \$10.00 per key.

Association Rules

Signs:

1. One (1) sign advertising the home for sale or lease is permitted provided the sign complies with the following restrictions:
 - a. The sign is a reasonable size.
 - b. The sign is in compliance with the Architectural Guidelines or is otherwise authorized by the Board.
2. Open House signs are permitted provided there are no more than three (3) and may not exceed four (4) square feet in area and three (3) feet in height. These signs may be used for directional purposes provided they are located a minimum of three (3) feet from the sidewalk or ten (10) feet from the curb or edge or pavement where no sidewalk exists.
3. After a property has closed escrow, the sign must be removed within fifteen (15) days.
4. The color and design of the sign may be subject to review by the Design Review Committee.
5. One (1) sign is permitted advising of the existence of security services protecting a home.
6. Declarant is exempt from all signage rules.

Heritage at Vista Del Verde Enforcement Policy

- 1. FIRST VIOLATION:** A notice advising the owner of the violation will be sent. Such written notice will specify the violation of the CC&R's and/or policies and advise the owner that subsequent violations or failure to correct this violation will result in a second notice of hearing and potential fines.

- 2. SECOND VIOLATION/HEARING:** Any violation that is not rectified to the satisfaction of the Board will be considered an ongoing offense. An owner will receive notice to attend a hearing before the Board of Directors to discuss the violation. When the Board of Directors is to meet to consider or impose discipline upon a member, the Board shall notify the member in writing, by either personal delivery or first-class mail, at least 10 days prior to the hearing. The notification shall contain, at a minimum, the date, time and place of the hearing, the nature of the alleged violation for which a member may be disciplined, and a statement that the member has the right to attend and may address the Board at the hearing. The Board of Directors of the Association shall meet in executive session to conduct this hearing. The hearing will be held with or without the member in attendance. The schedule for fines is as follows:
 - a. Initial Fine \$50.00
 - b. Second Fine for Same Offense/Ongoing Offense \$100.00
 - c. Third and any subsequent fine for the Same Offense \$150.00

- 3. PENALTY:** If the Board imposes discipline on an owner, the Board shall provide the owner a written notification of the disciplinary action, by either personal delivery or first-class mail, within 15 days following the action. If non-compliance continues after 15 days, the Board of Directors may impose a fine and may revoke privileges.

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.

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 does not 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 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.

Heritage at Vista Del Verde HOA

Violation Report Form

Violation information

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

Name(s): _____

Address: _____

Summary of alleged violation(s):

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

Reporting Homeowners information

If the violation is not verifiable by way of a visual inspection of the community, then signatures of homeowners representing two separate lots, within the community, may be required to initiate the Association's violation procedure.

1) Homeowner name: _____

Address: _____

Phone: _____

2) Homeowner name: _____

Address: _____

Phone: _____

Heritage at Vista Del Verde HOA Architectural Guidelines

Revised September 1, 2013

General Guidelines:

There are two approvals required for architectural modification within VDV. The first approval is from the master-planned community. The second approval is from the Board members of the Heritage association.

1. You may not modify, alter, build or construct any improvements in your unit or exclusive use area until you have submitted plans and specifications and obtained written approval from the Association's Architectural Review Committee (ARC).
- 2. The ARC has 45 days to approve or deny any application. All approvals or denials must be in writing.**
3. There shall be no structural alteration, modification or construction to the exterior of the condominium unit, fence or other structure whatsoever in the project without the prior written approval of the Board of Directors or the designated Architectural Review Committee.

Fees and Deposits:

Should the ARC retain an outside consultant, all fees, costs and expenses associated with the consultant and application will be borne by the applicant. **Additional deposits for certain types of improvements may be required 30 days in advance.**

A deposit in the amount of \$1,500.00 will be retained prior to the commencement of any private project. The deposit will be collected to insure that the HOA-maintained front yard, sidewalk, curbing, driveways, and any other commonly owned or maintained items are not damaged by member's subcontractors or construction equipment. Upon completion of the ARC approved project, a representative of the HOA will release the deposit upon seeing that these items were not damaged and are in the same condition they were in prior to the start of the project.

Plan Submittal and Re-Submittal:

1. Plans, specifications, drawings and other pertinent information must be submitted with the "Architectural Application" at least 60 days in advance of the anticipated start of the project and sent to **Accell Property Management, Inc., 23046 Avenida de la Carlota, Suite 700, Laguna Hills, CA 92653**
2. All technical and engineering matters are the responsibility of the owner.
3. 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 but the ARC will try to complete re-submittal reviews in 14 business days.**

Heritage at Vista Del Verde HOA

NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of Heritage at Vista Del Verde HOA. 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 Heritage at Vista Del Verde HOA 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 (examples 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**

Heritage at Vista Del Verde HOA 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), we've set aside a period of time at the beginning of each Board meeting (called Open Forum), and if time permits, will have a similar forum at the end of each meeting.

The Open Forum at the beginning of the meeting can address topics on the agenda, or those which may become future agenda items. If you want your concerns known on an agenda item before the Board takes action, the Open Forum is the place for you to express an opinion.

The procedure for Open Forum is simple:

1. Raise your hand to be recognized by the President of the Board.
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, 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. 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 meeting of the Directors of the Corporation.
2. As homeowners, you have a vested interest in your community, 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 the 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 two 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.

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

&

GENERAL INFORMATION

ACKNOWLEDGEMENT OF RECEIPT

Print Name (Homeowner)

Signature

Address

Email

Date

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION

Homeowner Checklist - Architectural Plan Submission

Date: _____

Homeowner: _____ Unit Number: _____

Initials

- | | | |
|--------------------------|--|-------|
| <input type="checkbox"/> | Architectural Submittal Process & General Requirements | _____ |
| <input type="checkbox"/> | Architectural Application Submission Form | _____ |
| <input type="checkbox"/> | Homeowner Agreement | _____ |
| <input type="checkbox"/> | Architectural Guidelines (Landscape) | _____ |
| <input type="checkbox"/> | \$1,500 Deposit – Cashier or Bank Check Only | _____ |
| <input type="checkbox"/> | Plans & Drawings | _____ |
| <input type="checkbox"/> | Samples Submitted | _____ |
| <input type="checkbox"/> | Contractor License | _____ |
| <input type="checkbox"/> | Certificate of Insurance | _____ |
| <input type="checkbox"/> | Anticipated Start Date | _____ |
| <input type="checkbox"/> | Anticipated Completion Date | _____ |

Description of Improvements:

**HERITAGE AT VISTA DEL VERDE
COMMUNITY ASSOCIATION**

**ARCHITECTURAL SUBMITTAL PROCESS
& GENERAL REQUIREMENTS**

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION ARCHITECTURAL SUBMITTAL PROCESS

BEFORE YOU SCHEDULE ANY WORK you must submit plans to the Association and receive written approval. The approval time and cost are dependent on how closely your architect/designer follows the Association's guidelines. Following is a highlight of the process:

1. **Architectural Application Form & Deposit.** Complete the attached form. Provide the Association with a \$1,500 deposit. The deposit will be used to offset expenses incurred by the Association for items such as legal fees, damage to the Association's common areas, etc. Should the ARC retain an outside consultant, all fees, costs and expenses associated with the consultant and application will be borne by the applicant in a separate check.
2. *Homeowner Agreement Form:* Complete and sign attached form.
3. *Architectural Guidelines:* Review attached Guidelines and Exhibits with your designer or contractor.
4. *Plans & Specifications.* Plans, specifications, drawings and other pertinent information must be submitted with "Architectural Application" at least 60 days in advance of the anticipated start of the project. 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, however it is the goal of the ARC to try to complete re-submittal reviews in 14 days.
5. *Bids and Contractor Rules.* Before you solicit bids you are responsible for providing bidders with a copy of the Association's Contractor Rules-it may affect their bid. Make sure they are licensed and insured.
6. *Submit Samples with Plans & Specifications:* Sample materials hardscape for colors, hardscape material (tile, etc.) and plant/tree/shrub pictures.

AFTER RECEIVING APPROVAL. Once your plans have been approved by the Association, you must do the following:

7. *City Approval.* Submit your plans to the City for its approval. If the Building Department makes any changes; you must notify the Association of those changes.
WHEN DO THESE APPLY – INTERIOR/EXTERIOR
8. *Building Permit.* Provide the office with a copy of the Building Permit issued by the City and post the original in your Unit.

UPON COMPLETION OF THE PROJECT. When the Project has been completed, make sure you do the following:

9. *Notice of Completion & Completed Inspection Card.* Provide the office with a completed copy of the **Notice of Completion** paper work, a copy of the original stamped approved plans (along with any approved revisions and/or amended plans), photos of the completed work, a copy of your inspection card with signatures by the Building Inspector showing that your unit has been inspected and approved. Once the complete package has been received the ARC committee will review the property and sign off on its completion and your deposit will be returned. Please be advised that submission of incomplete NOC packets will not be processed for review.

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION ARCHITECTURAL SUBMITTAL PROCESS (Cont'd)

General Notes:

1. Design Review Committee approval does not waive or constitute or reflect compliance with any federal, state or local regulation.
2. Design Review Committee approval does not constitute acceptance of any technical or engineering specifications; and the Maintenance Association assumes no responsibility for such.
3. Any oversight of a provision of the Declaration, or a provision in the Guidelines. Does not waive the rule.
4. The use of property owned and/or maintained by the Association for construction access is not permitted unless authorized by the Association in writing.
5. Building materials may not be stored on streets, sidewalks, common areas, or on any property owned and/or maintained by the Maintenance Association or the Association. Streets may not be obstructed by construction equipment.
6. The property owner is financially responsible for any repairs to property owned and/or maintained by Association damaged by a property owner's construction project.
7. Approval of drawings/plans is not authorization to proceed with the Improvements on any property other than the Unit reviewed by the Design Review Committee and owned by the applicant.
8. You may not modify, alter, build or construct any improvements in your unit or exclusive use area until you have submitted plans and specifications and obtained written approval from the Association's Architectural Review Committee (ARC).
9. **The ARC has 45 days from receipt of the first (completed) submission of an application to approve or deny that application.** Denied applications are allotted 45days for re-review but it is the goal of the ARC to have reviews completed within a 14 business day turn around after receipt of all required changes and completed application materials. Incomplete applications will not be processed for review. All approvals or denials must be in writing.
10. There shall be no structural alteration, modification or construction to the exterior of the condominium unit, fence or other structure whatsoever in the project without the prior written approval of the Board of Directors or the designated Architectural Review Committee.
11. All technical and engineering matters are the responsibility of the owner.
12. The property owner will be responsible for all costs related to corrections needed as a result of not following the architectural guidelines and processes identified within.

**HERITAGE AT VISTA DEL VERDE
COMMUNITY ASSOCIATION**

**ARCHITECTURAL APPLICATION
SUBMISSION FORM**

HERITAGE AT VISTAL DEL VERDE HOA ARCHITECTURAL SUBMISSION FORM

Homeowner: _____ Date: _____

Address: _____

City: _____ Lot: _____ Phone Wk. _____ Hm. _____

Submittal for: _____ Hardscape _____ Landscape _____ Patio Cover _____ Pool/Spa

Other: _____

City/County Permit Required? Yes _____ No _____

Proposed Start Date: _____ Date of Completion: _____

Neighbor on Left Side: _____
Please print name _____ Address _____

Signature _____ Date _____

Neighbor on Right Side: _____
Please print name _____ Address _____

Signature _____ Date _____

Neighbor on Rear Side: _____
(or facing house _____
if applicable) Please print name _____ Address _____

Signature _____ Date _____

I UNDERSTAND AND AGREE that no work on proposed improvement shall commence until written approval has been granted by the Architectural Committee. I agree to complete all improvements and maintain the subject lot in accordance with approved plans and the Association's CC&R's. Furthermore, I understand and agree that any improvement or addition that requires approval or permits from municipal regulating agencies must be obtained by the homeowner prior to commencing improvements.

Owner Signature

Owner Signature

Date

Date

THIS SECTION FOR ARCHITECTURAL COMMITTEE USE ONLY:

Approved Disapproved Further Information Required

(See comments below)

Committee comments or corrections:

1. _____

2. _____

3. _____

Architectural Committee Signatures

Date

Architectural Committee Signatures

Date

**HERITAGE AT VISTA DEL VERDE
COMMUNITY ASSOCIATION**

**HOMEOWNER AGREEMENT
(FOR OWNER SIGNATURE)**

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION HOMEOWNER AGREEMENT

Address: _____ Owner Name: _____

("Member") as owner of the above mentioned Lot & wishes to make improvements or alterations to this said address.

MEMBER AGREES as follows:

1. **Scope of Work.** All proposed alterations will be submitted for review and approval. Upon written approval by the Association the approved scope of work shall constitute the "Project". All necessary Building Department permits shall be obtained prior to the commencement of the Project. No work shall be done except that which has received written approval from the Association.
2. **Deposit.** Member shall provide the Association a deposit ("Deposit") of \$1,500.00 prior to the commencement of any work on the Project. **The Deposit of a cashiers or bank check only will be used to offset expenses incurred by the Association. Should the ARC retain an outside consultant, all fees, costs and expenses associated with the consultant and application will be borne by the applicant along with,** any attorneys' fees, damage to the Association's common areas, etc. as well as fines and penalties, including daily fines imposed for failure to complete the Project within two (2) months as provided for in this Agreement. As fees are charged against the Deposit, Member shall replenish the Deposit. The Deposit shall not restrict the Amount of monies the Association or penalties assessed against Member related to the Project. If the Deposit is not sufficient to cover all Reimbursements, damages, and/or fines, member shall be specially assessed for the difference, which shall be collected as provided for in the CC&Rs, including lien and foreclosure. The remainder of Deposit, if any, Shall be returned upon satisfactory completion of the Project.
3. **Reimbursement of Expenses.** Member shall reimburse the Association for all costs and expenses incurred by the Association related to the presentation, approval and completion of the Project, including consulting, inspections, and attorneys' fees.
4. **Compliance with Architectural Standards.** Member acknowledges receipt of the Association's Architectural Stands including Plan Requirements and Contractor Rules. Member shall ensure that all contractors and subcontractors receive a copy of the Association's Contractor Rules and abides by them.
5. **Liability for Damage.** Member assumes liability for injuries to persons and/or property damage to common areas or other units arising out of the Project. If the damage is not repaired in a timely manner, the Association may make the repairs and deduct the expenses from the Deposit and/or special assess the Member.
6. **Liability for Mitigation.** Member assumes liability for all expenses incurred by the Association mitigation damage to the common areas and/or other Units arising out the Project. Such expenses shall be deducted from the Deposit and/or become reimbursement special assessment against the Member
7. **Concealed Conditions.** All Building and Fire Code violations and/or deficiencies discovered during the course of the Project shall be reported to the Association and shall be corrected at Member's sole expense, whether such condition are found in the Unit or the common areas surrounding the Unit.
8. **Licensed and Insured Vendors.** Only licensed and insured construction managers Contractors, subcontractors, and vendors shall make alterations to, direct Alterations to, oversee alterations to, or make decisions affecting the Association's common areas. Each must carry Workers' Compensation insurance and Commercial General Liability insurance. Even if they are licensed and insured they may be banned from the building if, in the opinion of the Board, they are unreliable, unsafe

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION HOMEOWNER AGREEMENT (Cont'd)

or establish a pattern of violating the Association's rules or standards. Certificates of insurance and endorsements must be submitted to the Onsite Community Manager of the Association. The endorsement must include all of the following:

- a. Commercial General Liability, including, non-owned and hired auto Liability, must have a minimum \$1,000,000.00 limit. This coverage be PRIMARY and not CONTRIBUTORY with the Association's own Policies
 - b. Evidence of Workers Compensation coverage in accordance with Statutory limits.
 - c. Evidence of Employee Dishonesty Bond coverage and confirm its endorsement to protect the Association's property, or unit owners' Property. This needs a special legal obligation clause to cover property of others stolen by the movers' employees.
 - d. All policies shall be endorsed naming **Heritage at Vista del Verde** as additional insured.
 - e. All policies shall contain a waiver of subrogation in favor of both **Heritage at Vista del Verde**.
9. **Inspections.** The Association shall have the right but not the obligation to periodically inspect the Project without prior notice. Member agrees to allow inspections and agrees the Project shall be halted and Member fined \$500.00 every time an inspection is not allowed. Such inspections do not relieve Members from their duty to comply with Associations' Architectural standards and all applicable Building and Fire Codes.
10. **Compliance with Code.** Members shall ensure that all work and materials related to the Project will comply with all applicable Building and Fire Codes.
11. **Diligent Construction.** The Project must be completed within two (2) months form the Association's approval of the Project. Extensions may be granted Board's discretion for delays caused by strikes, fires, holidays or other events beyond member's control. If the Project is not completed within two (2) months and no extensions have been granted, FINES SHALL ACCRUE at the rate of \$300.00 per day until the Project is completed. If work has not begun within two (2) months of the approval shall expire.
12. **Incomplete or Inadequate Work.** If the project is incomplete or is completed in such a manner that the common areas are adversely affected, the Association may correct the problem and deduct the cost from the Deposit and/or special assess the Member for reimbursement, or take legal action to have the problem corrected.
13. **No Mechanical Lien.** Member agrees to indemnify and hold harmless the Association and its members against liability or loss arising from mechanics liens resulting from work on the project.
14. **Indemnity.** The Association's consent to the Project shall not give rise to any liability by the Association or its representatives. Member agrees to indemnify, hold harmless and defend the Association and its officers, directors, employees and agents from claims arising from the Project or its approval by the Association. This indemnity shall survive the termination of this Agreement.

**HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION
HOMEOWNER AGREEMENT (Cont'd)**

15. **Enforcement Provision.** The Association shall have the authority to impose monetary penalties, suspend work as well as workers' access to the Project, cure the violation or repair the damage and special assessment for reimbursement, and take such other action as may be allowed by law. Unless otherwise provided for in this Agreement, minor violations of the

Association's rules may result in monetary penalties up to \$5,000.00. Failure to comply or to restore conditions shall result in additional fines up to \$1,000.00 per month. Serious violations or actions endangering the health, safety, or welfare of residents, Association employees or guests will result in larger monetary penalties and or expulsion of workers from the building.

16. **Dispute Resolution.** Except for injunctive relief, any dispute arising out of the Project and/or this Agreement shall be resolved by final and binding arbitration before a retired Superior Court judge ("Arbitrator"). The trial shall be commenced; if possible, within three (3) months from the date the matter has been submitted to the Arbitrator. Should any party refuse to or neglect to appear or participate in the arbitration proceedings the Arbitrator shall decide the controversy in accordance with whatever evidence is presented. The requesting party shall remit the fees necessary to initiate the arbitration. The prevailing party shall be awarded reasonable attorney's fees and costs. In event the Association is the prevailing party, such fees and costs shall become a reimbursement special assessment against the Member. Judgment on the Arbitrator's award may be entered in any court having jurisdiction.

Member: _____

Dated: _____

HERITAGE AT VISTA DEL VERDE COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

Heritage at Vista Del Verde Architectural Guidelines

(Originally Adopted _____, Revised _____)

OBJECTIVES

The overall objective of this document is to serve as a uniform guide to both **Heritage at Vista del Verde** and the members of the Architectural Review Board in maintaining and enhancing our carefully designed community. These guidelines and standards address improvements for which homeowners will most often submit applications to the Architectural Review Board (ARB). They are not intended to be all-inclusive or exclusive, but rather serve as a guide to identifying improvements permissible in the community.

The specific objectives of this document are:

- To provide uniform guidelines to be used by the Architectural Review Board in reviewing applications in light of the goals set forth in the Founding Documents of your community and the actions of the Board of Directors.
- To assist homeowners in preparing an acceptable application to the Architectural Review Board.
- To increase homeowners awareness and understanding of the Declaration of Conditions, Covenants, Restrictions and Reservations of Easements for **Heritage at Vista del Verde**, and applicable Resolutions of the HOA Board of Directors.
- To describe the organization and procedures involved with the architectural standards established by the Declaration of Covenants, Conditions, Restrictions and applicable resolutions of the HOA Board of Directors.
- To illustrate basic design principles; which will aid homeowners in developing exterior improvements and structural changes that are in harmony with the immediate neighborhood and community as a whole.
- To assist homeowners in maintaining a well-kept community in order to protect and enhance the economic property and aesthetic values, and the overall desirability of the homes within our community.
- Any questions regarding these guidelines and procedures or application submissions should contact:

Heritage at Vista del Verde
Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653
949-581-4988

Heritage at Vista Del Verde “Landscape”

SECTION I - LANDSCAPE GUIDELINES

1. Please note that all plant material planted along property lines will not at time of installation and/or maturity impact and/or encroach onto the neighboring properties. Plant material shall be maintained, at all times, to the homeowner’s property only.
2. Contractor to verify concrete, steel reinforcing and expansion joints for all hardscape/wall recommendations prior to final pour.
3. No modifications are allowed to any of the existing walls. If modifications are made, the lot owner who completed the improvement will be responsible for all charges to repair the existing wall to its original form.
4. Drainage cannot impact neighboring properties. Verify that existing drainage will be preserved along with the additional drainage system.
5. Trees should be a minimum of 3’ from property line walls due to possible mature size and trees within 5’ must have root barriers.
6. Homeowner to refer to HOA Guidelines for the Restricted Zone Exhibit. No improvements can be over 3’ in height in the Restricted Zone from pad level.
7. Exterior landscape lighting shall NOT impact neighboring lot owners (i.e.: glare overspill).
8. A notation should be added to the plan that states or verifies that hardscape is a maximum 2” below doorsill and landscape/grading is 6” below mudsill.
9. All (if any) raised planters/seat walls must have a separation wall along the existing property line walls with waterproofing added to the separation wall, if any soil to be raised at any time.
10. There should be no bare planter areas throughout the project. Either ground cover or fir bark is suggested at a minimum.
11. There shall be an automatic irrigation system. Irrigation notes shall be shown on the plans submitted.
12. Please make sure any pool/spa equipment has sound attenuation and is screened from neighbors view.
13. Final approved association plans shall be submitted and permitted through the City for applicable permits (i.e.: bbq, fountain, walls, balcony, patio, cover/overhead, gazebo/trellis, firepit/fireplaces, spa pools, etc.).
14. All landscaping work, plantings and installation of permanent irrigation systems by an owner shall remain aesthetically consistent with the design and plan of the community.
15. Planters will be permitted consistent with the Developer’s guidelines regarding drainage and modifications of your lot. Materials used shall conform to type, quality, character and detailing established in existing dwellings.

Heritage at Vista Del Verde “Landscape” (Cont’d)

16. No grading, excavation or landscape modification shall be commenced until the plans showing the nature, kind, shape, height and location of the same shall have been approved by the Architectural Committee.
17. All non-slope areas must be irrigated by underground sprinkler systems.
18. Paved areas shall be made of any of the following materials: wood decking (rear and side yards only), masonry, to conform to existing dwelling, textured concrete, exposed aggregate, pavers.
19. No planter walls shall be attached to the existing dwelling and be totally enclosed. Planter walls must be built at least one half inch (1/2”) away from the existing dwelling and include water proofing.
20. All raised soil planters placed against any property line walls shall be properly water proofed and include drainage.

SECTION II - GENERAL GUIDELINES FOR EXTERIOR IMPROVEMENTS:

1. As shown on the depiction of the “Typical Rear Yard Restricted Zone” diagram, installations of hardscape or landscaping which will exceed more than three feet (3’) in height at maturity will not be permitted within the back corners of the Lot. Additionally, installation of other non-landscaping improvements will not be permitted in these areas as well. Applicants wishing to exceed the established height limitation within these areas should submit a request for a variance. When calculating the height, Applicants should measure from the mean pad elevation (residential elevation). Thus, if the Applicant intends to increase the grade in the rear portions of the yard, the increase grade elevation should be considered as part of the three foot (3’) height limitation.
2. A Sample Plant Material list has been provided for the Applicants. The list is intended to provide general guidance for Applicants as to the types of plant materials that have previously been successful in Yorba Linda. The list is not intended to be all-inclusive and an Applicant may submit landscaping plans which include other types of planting materials, including, but not limited to, drought tolerant and low water using landscaping materials. Furthermore, not all planting materials on the Sample Plant Material List will be appropriate for every Lot or in every area on a Lot.
3. The maximum height limitation for any rear yard constructed improvement will be ten feet (10’). However, the exact location of the improvement and/or the Lot configuration may necessitate a lower height requirement. An Applicant may seek a Variance for an improvement that will exceed the ten foot (10’) height limitation. In seeking a variance, Applicant must comply with the Application Procedures set forth in the CC&R’s.

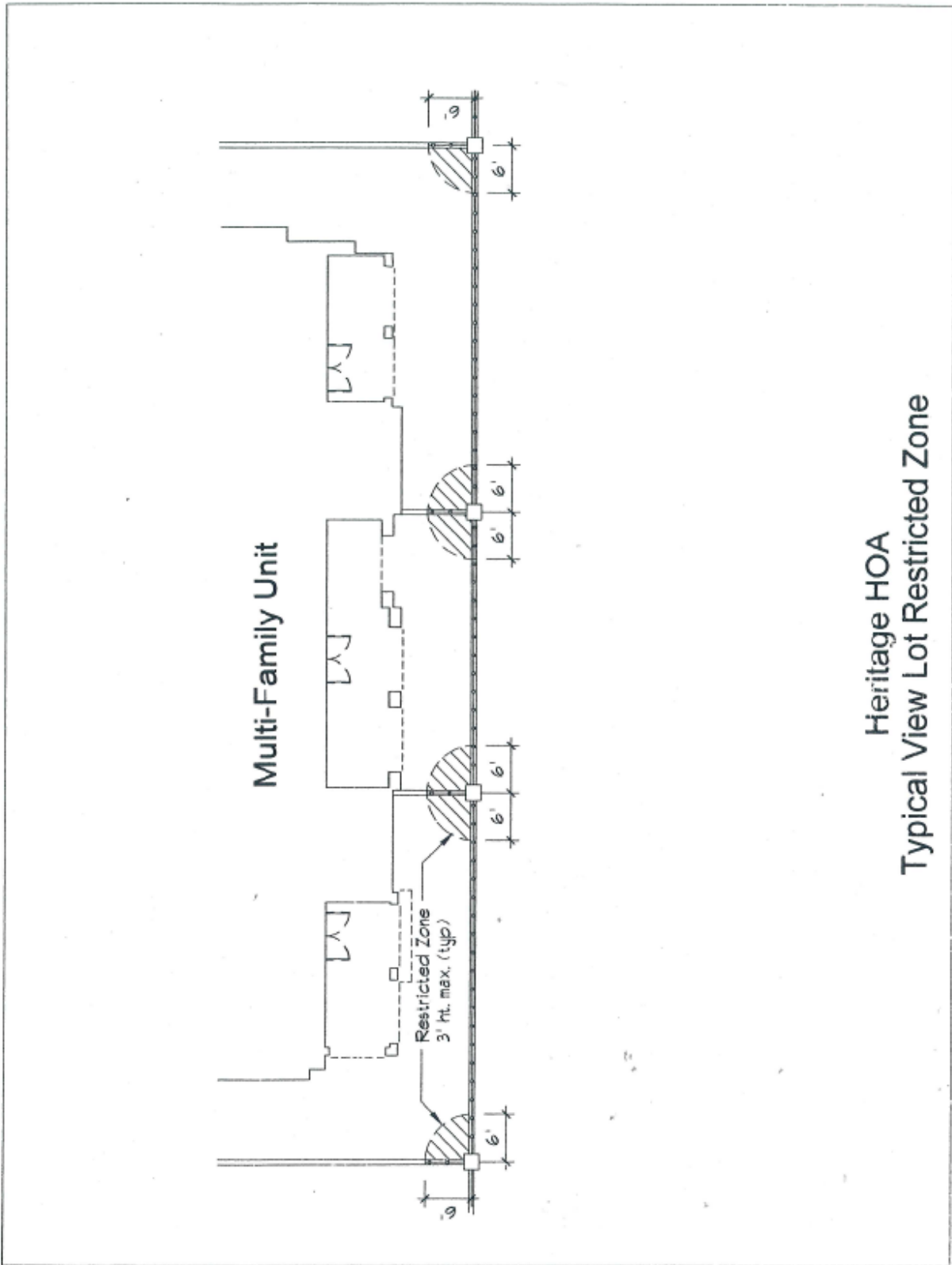
SECTION III - SPECIAL POOL/SPA CONCERN:

1. Please be aware that recorded with your subdivision is a document titled IMPORTANT INFORMATION ON INSTALLATION AND MAINTENANCE OF EXTERIOR IMPROVEMENTS (Improvement Guidelines). The Improvement Guidelines give recommendations on designing and installing exterior improvements on your lot. Your plans do not comply with the recommendations contained within these Improvement Guidelines with respect to your proposed pool/spa and specifically its location to a top or toe of slope.

Heritage at Vista Del Verde “Landscape”

2. The Improvement Guidelines have been written in a manner which give guidance on what “should and should not” be done as opposed to what “can or can not” be done. Because of this the Architectural Review Committee for your community does not have the authority to deny your plans based on non-compliance with the guidelines. However, be aware that should you decide to build your pool/spa, which is not in conformance with the Improvement Guidelines, you should anticipate additional maintenance problems, to the extent of being severe maintenance problems, and assume full responsibility for this maintenance. Please refer to the Improvement Guidelines for complete information regarding pool/spa installation.

**Heritage at Vista Del Verde
Exhibit "A"**



Heritage HOA
Typical View Lot Restricted Zone

**Sample Plant Material List for
Heritage at Vista Del Verde
Yorba Linda, California
Exhibit "B"**

TREES

BOTANICAL NAME	COMMON NAME
Agonis flexuosa	Peppermint Willow
Cercidium sp	Palo Verde
Cercis species	Redbud
Chitalpa sp	Chitalpa
Citrus Species	Orange, Lemon, Lime
Eriobrya Deflexa	Bronze Loquat
Geijera Parviflora	Australian Willow
Juniper C. 'Spartan'	Spartan Juniper
Lagerstroemia indica	Crape Myrtle
Magnolia (sp) small varieties	Magnolia
Michelia Species	Michelia Species
Phoenix roebelenii	Pigmy Date Palm
Pittosporum phillyraeoides	Willow Pittosporum
Prunus species	Purple Leaf Plum, Ornamental Cherry
Pyrus sp	Ornamental Pear
Rhaphiolepis sp	India Hawthorn (tree forms)
Tabebuia chrusoctricha	Golden Trumpet Tree
Tecoma Stans	Yellow Bells (tree form)
Thevetia peruviana	Yellow Oleander
Tristania conferta	Brisbane Box

**Sample Plant Material List for
Heritage at Vista Del Verde
Yorba Linda, California
Exhibit "C"**

SHRUBS

BOTANICAL NAME	COMMON NAME
<i>Abelia grandiflora</i>	Glossy Abelia
<i>Agapanthus africanus</i>	Lily of the Nile
<i>Agave species</i>	Agave/Aloe/Cactus
<i>Alyogyne huegelii</i>	Blue Hibiscus
<i>Buddleja davidii</i>	Butterfly Bush
<i>Callistemon V 'Little John'</i>	Dwarf Bottlebrush
<i>Ceanothus species</i>	California Wild Lilac
<i>Cistus species</i>	Rockrose
<i>Clivia miniata</i>	Kaffir Lily
<i>Cuphea hyssopifolia</i>	False Heather
<i>Dietes species</i>	Fortnight Lily
<i>Escallonia species</i>	Escallonia
<i>Euryops pectinatus</i>	Euryops
<i>Gardenia jasminioides</i>	Gardena
<i>Grewia occidentalis</i>	Lavender Starflower
<i>Hemerocallis species</i>	Daylily
<i>Hesperaloe parviflora</i>	Red Yucca
<i>Kniphofia Uvaria</i>	Red Hot Poker
<i>Lantana species</i>	Lantana
<i>Lavandula species</i>	Lavender
<i>Leptospermum scoparium</i>	New Zealand Tea Tree
<i>Ligustrum japonicum</i>	Privet
<i>Limonium perezii</i>	Sea Lavender
<i>Liriope species</i>	Lilyturf
<i>Mahonia aquifolium</i>	Oregon Grape
<i>Muhlenbergia rigens</i>	Deer Grass
<i>Myrtus communis</i>	Common Myrtle
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Pelargonium species</i>	Geranium
<i>Pennisetum species</i>	Fountain Grass
<i>Phormium species</i>	New Zealand Flax
<i>Pittosporum species</i>	Pittosporum
<i>Pyracantha species</i>	Firethorn
<i>Raphiolepis indica</i>	India Hawthorn
<i>Rosa species</i>	Roses
<i>Rosmarinus officinalis</i>	Rosemary
<i>Salvia species</i>	Sage
<i>Stipa species</i>	Needlegrass
<i>Viburnum species</i>	Viburnum

**Sample Plant Material List for
Heritage at Vista Del Verde
Yorba Linda, California
Exhibit "D"**

GROUND COVERS

BOTANICAL NAME	COMMON NAME
Ajuga reptans	Carpet Bugle
Cerastium tomentosum	Snow in Summer
Frageria chiloensis	Wild Strawberry
Gazania species	Gazania
Hedera helix	English Ivy
Iceplant species	Iceplant
Isotoma fluviatilis	Blue Star Creeper
Marathon II	turf
Myoporum parvifolium	Myoporum
Pelargonium Peltatum	Ivy Geranium – varied colors
Trachelospermum jasminoides	Star Jasmine
Verbena species	Verbena
Vinca species	Periwinkle

**Sample Plant Material List for
Heritage at Vista Del Verde
Yorba Linda, California
Exhibit "E"**

VINES

BOTANICAL NAME	COMMON NAME
Bougainvillea Species	Bougainvillea Species
Clytostoma callistegiodes	Purple Trumpet Vine
Gelsemium sempervirens	Carolina Jessamine
Hardenbergia violacea	Happy Wanderer
Jasminium polyanthum	Pink Jasmine
Macfadyena unguis-cati	Cat's Claw
Pandorea jasminoides	Bower Vine
Rosa species	Rose Vine

Note: All vines must be on a trellis or espalier and cannot be attached or grown on property line walls.

**HERITAGE AT VISTA DEL VERDE HOMEOWNERS ASSOCIATION
COLLECTION POLICY
EFFECTIVE JANUARY 1, 2015**

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 UNDER THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R's) AND THE CALIFORNIA CIVIL CODE TO ENFORCE THE MEMBER'S OBLIGATION TO PAY ASSESSMENTS. THE POLICIES AND PRACTICES OUTLINED 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 CC&R'S AND CIVIL CODE, THE FOLLOWING ARE THE ASSOCIATION'S ASSESSMENT PRACTICES AND POLICIES:

- 1. ASSESSMENTS, LATE CHARGES, INTEREST AND COLLECTION COSTS, INCLUDING ANY ATTORNEY'S FEES, ARE THE PERSONAL OBLIGATION OF THE OWNER OF THE PROPERTY AT THE TIME THE ASSESSMENT OR OTHER SUMS ARE LEVIED [CIVIL CODE SECTION 5650(A)].**
- 2. THE ASSOCIATION SHALL PROVIDE NOTICE BY FIRST-CLASS MAIL TO THE OWNERS OF THE SEPARATE INTERESTS OF ANY INCREASE IN THE REGULAR OR SPECIAL ASSESSMENTS OF THE ASSOCIATION, NOT LESS THAN THIRTY (30) NOR MORE THAN SIXTY (60) DAYS PRIOR TO THE INCREASED ASSESSMENT BECOMING DUE. REGULAR MONTHLY ASSESSMENTS ARE DUE AND PAYABLE ON THE FIRST DAY OF EACH MONTH. A COURTESY BILLING STATEMENT IS SENT EACH MONTH TO THE BILLING ADDRESS ON RECORD WITH THE ASSOCIATION. HOWEVER, IT IS THE OWNER'S RESPONSIBILITY TO PAY EACH ASSESSMENT IN FULL EACH MONTH REGARDLESS OF WHETHER A STATEMENT IS RECEIVED. ALL OTHER ASSESSMENTS, INCLUDING SPECIAL ASSESSMENTS, ARE DUE AND PAYABLE ON THE DATE SPECIFIED ON THE NOTICE OF ASSESSMENT.**
- 3. ANY PAYMENTS MADE SHALL BE FIRST APPLIED TO ASSESSMENTS OWED, AND ONLY AFTER THE ASSESSMENTS OWED ARE PAID IN FULL, SHALL SUCH PAYMENTS BE APPLIED TO LATE CHARGES, INTEREST, AND COLLECTION COSTS, INCLUDING ATTORNEY'S FEES, UNLESS THE OWNER AND THE ASSOCIATION ENTER INTO A WRITTEN AGREEMENT PROVIDING FOR PAYMENTS TO BE APPLIED IN A DIFFERENT MANNER [CIVIL CODE 5655(A)].**
- 4. REGULAR AND SPECIAL ASSESSMENTS LEVIED PURSUANT TO THE GOVERNING DOCUMENTS ARE DELINQUENT FIFTEEN (15) DAYS AFTER THEY BECOME DUE. THE ASSOCIATION WILL LEVY LATE CHARGES AT FIFTEEN (15) DAYS PAST DUE. IF AN ASSESSMENT IS DELINQUENT THE ASSOCIATION MAY RECOVER ALL OF THE FOLLOWING:**
 - (A) REASONABLE COSTS INCURRED IN COLLECTING THE DELINQUENT ASSESSMENT, INCLUDING REASONABLE ATTORNEY'S FEES.**
 - (B) A LATE CHARGE NOT EXCEEDING TEN (10%) PERCENT OF THE DELINQUENT ASSESSMENT OR TEN DOLLARS (\$10), WHICHEVER IS GREATER, UNLESS THE DECLARATION SPECIFIES A LATE CHARGE IN A SMALLER AMOUNT, IN WHICH CASE ANY LATE CHARGE IMPOSED SHALL NOT EXCEED THE AMOUNT SPECIFIED IN THE DECLARATION.**
 - (C) INTEREST ON ALL SUMS IMPOSED IN ACCORDANCE WITH THIS SECTION, INCLUDING THE DELINQUENT ASSESSMENTS, REASONABLE FEES AND COSTS OF COLLECTION, AND REASONABLE ATTORNEY'S FEES, AT AN ANNUAL INTEREST RATE NOT TO EXCEED TWELVE (12%) PERCENT, COMMENCING THIRTY (30) DAYS AFTER THE ASSESSMENT BECOMES DUE, UNLESS THE DECLARATION SPECIFIES THE RECOVERY OF INTEREST AT A RATE OF A LESSER AMOUNT, IN WHICH CASE THE LESSER RATE OF INTEREST SHALL APPLY AND SHALL CONTINUE TO BE ASSESSED EACH MONTH UNTIL THE ACCOUNT IS BROUGHT CURRENT.**
- 5. IF A SPECIAL ASSESSMENT IS PAYABLE IN INSTALLMENTS AND AN INSTALLMENT PAYMENT OF THAT SPECIAL ASSESSMENT IS DELINQUENT FOR MORE THAN THIRTY (30) DAYS, ALL INSTALLMENTS WILL BE ACCELERATED AND THE ENTIRE UNPAID BALANCE OF THE SPECIAL ASSESSMENT SHALL BECOME IMMEDIATELY DUE AND PAYABLE. THE REMAINING BALANCE SHALL BE SUBJECT TO A LATE CHARGE AND INTEREST AS PROVIDED ABOVE.**
- 6. IF AN ASSESSMENT IS NOT RECEIVED WITHIN SIXTY (60) DAYS AFTER THE ASSESSMENT BECOMES DUE AND AT LEAST THIRTY (30) DAYS PRIOR TO RECORDING A LIEN, THE ASSOCIATION OR ITS DESIGNEE WILL SEND A PRE-LIEN LETTER TO THE OWNER AS REQUIRED BY CIVIL CODE SECTION 5660 BY CERTIFIED AND FIRST CLASS MAIL, TO THE OWNER'S MAILING ADDRESS OF RECORD ADVISING OF THE DELINQUENT STATUS OF THE ACCOUNT AND IMPENDING COLLECTION ACTION. THE OWNER WILL BE CHARGED A FEE FOR THE PRE-LIEN LETTER. THE PRE-LIEN LETTER WILL INCLUDE AN OFFER BY THE ASSOCIATION TO ENGAGE IN INFORMAL DISPUTE RESOLUTION UPON RECEIPT OF A WRITTEN REQUEST BY THE OWNER WITHIN FIFTEEN (15) DAYS OF THE PRE-LIEN LETTER. THE BOARD SHALL MEET WITH THE OWNER IN EXECUTIVE SESSION WITHIN FORTY FIVE (45) DAYS OF RECEIPT OF THE OWNER'S WRITTEN REQUEST PURSUANT TO THE ASSOCIATION'S "MEET AND CONFER" PROGRAM REQUIRED BY CIVIL CODE SECTION 5900, UNLESS THERE IS NO REGULARLY SCHEDULED BOARD MEETING WITHIN THAT PERIOD, IN WHICH CASE THE BOARD MAY DESIGNATE A COMMITTEE OF ONE OR MORE MEMBERS TO MEET WITH THE OWNER.**

7. IF AN OWNER FAILS TO PAY THE AMOUNTS SET FORTH IN THE PRE-LIEN LETTER WITHIN THIRTY (30) DAYS OF THE DATE OF THAT LETTER, THE ASSOCIATION WILL AUTHORIZE A LIEN BE RECORDED FOR THE AMOUNT OF ANY DELINQUENT ASSESSMENTS, LATE CHARGES, INTEREST AND/OR COSTS OF COLLECTION, INCLUDING ATTORNEYS' FEES AGAINST THE OWNER'S PROPERTY. **THE OWNER WILL BE CHARGED FOR THE FEES AND COSTS OF PREPARING AND RECORDING THE LIEN. THIRTY (30) DAYS FOLLOWING RECORDATION OF THE LIEN, THE LIEN MAY BE ENFORCED IN ANY MANNER PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, JUDICIAL OR NON-JUDICIAL FORECLOSURE [CIVIL CODE SECTIONS 5700-5720].**
8. **PRIOR TO RECORDING OF A LIEN, THE BOARD OF DIRECTORS WILL APPROVE THE RECORDING OF THE LIEN IN OPEN SESSION AT A REGULAR OR SPECIAL BOARD MEETING. PRIOR TO RECORDING OF A LIEN FOR DELINQUENT ASSESSMENT, THE ASSOCIATION SHALL OFFER THE OWNER AND, IF SO REQUESTED BY THE OWNER, PARTICIPATE IN DISPUTE RESOLUTION [CIVIL CODE SECTIONS 5705 -5720].**
9. **AN OWNER IS ENTITLED TO INSPECT THE ASSOCIATION'S ACCOUNTING BOOKS AND RECORDS TO VERIFY THE AMOUNTS OWED PURSUANT TO CIVIL CODE SECTIONS 5200-5240 AND CORPORATION CODE SECTION 8333.**
10. **IN THE EVENT IT IS DETERMINED THAT THE OWNER HAS PAID THE ASSESSMENTS ON TIME, THE OWNER WILL NOT BE LIABLE TO PAY THE CHARGES, INTERESTS, AND COSTS OF COLLECTION ASSOCIATED WITH COLLECTION OF THOSE ASSESSMENTS.**
11. **ANY OWNER WHO IS UNABLE TO PAY ASSESSMENTS WILL BE ENTITLED TO MAKE A WRITTEN REQUEST FOR A PAYMENT PLAN TO BE CONSIDERED BY THE BOARD OF DIRECTORS. AN OWNER MAY ALSO REQUEST TO MEET WITH THE BOARD IN EXECUTIVE SESSION TO DISCUSS A PAYMENT PLAN. PAYMENT PLANS MAY INCORPORATE ANY ASSESSMENTS THAT ACCRUE DURING THE PAYMENT PLAN PERIOD. PAYMENT PLANS SHALL NOT IMPEDE AN ASSOCIATION'S ABILITY TO RECORD A LIEN ON THE OWNER'S SEPARATE INTEREST TO SECURE PAYMENT OF DELINQUENT ASSESSMENTS. ADDITIONAL LATE FEES SHALL NOT ACCRUE DURING THE PAYMENT PLAN PERIOD IF THE OWNER IS IN COMPLIANCE WITH THE TERMS OF THE PAYMENT PLAN. IN THE EVENT OF A DEFAULT ON ANY PAYMENT PLAN, THE ASSOCIATION MAY RESUME ITS EFFORTS TO COLLECT THE DELINQUENT ASSESSMENTS FROM THE TIME PRIOR TO ENTERING INTO THE PAYMENT PLAN. THE BOARD WILL CONSIDER PAYMENT PLAN REQUESTS ON A CASE-BY-CASE BASIS AND IS UNDER NO OBLIGATION TO GRANT PAYMENT PLAN REQUESTS.**
12. **NOTHING HEREIN LIMITS OR OTHERWISE AFFECTS THE ASSOCIATION'S RIGHT TO PROCEED IN ANY LAWFUL MANNER TO COLLECT ANY DELINQUENT SUMS OWED TO THE ASSOCIATION.**
13. **PRIOR TO THE RELEASE OF ANY LIEN, OR DISMISSAL OF ANY LEGAL ACTION, ALL ASSESSMENTS, LATE CHARGES, INTEREST, AND COST OF COLLECTION, INCLUDING ATTORNEY'S FEES, MUST BE PAID IN FULL TO THE ASSOCIATION.**
14. **ALL CHARGES LISTED HEREIN ARE SUBJECT TO CHANGE UPON THIRTY (30) DAYS PRIOR WRITTEN NOTICE.**
15. THE MAILING ADDRESS FOR OVERNIGHT PAYMENT OF ASSESSMENTS IS:

**Heritage at Vista Del Verde Homeowners Association
c/o Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653
(949) 581-4988**

16. The Association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than twelve (12) months delinquent.
17. Prior to initiating a foreclosure for delinquent assessments, the association shall offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5900-5920.
18. Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the Association without identification of the name of the individual.
19. A nonjudicial foreclosure by the Association to collect upon a debt for delinquent assessments shall be subject to a right of redemption. The redemption period within which the separate interest may be redeemed from a foreclosure sale under this paragraph ends ninety (90) days after the sale.
20. Owners have the right to request that all collection correspondence and legal notices be mailed to both a primary and secondary address. Upon receipt of a written request by an owner sent by United States Mail or facsimile transmission, identifying a secondary address for purposes of receiving collection notices, the Association shall send additional copies of all collection correspondence and legal notices to both the primary and secondary address provided in the written request.

Authorization Agreement for Automatic Payments (ACH Debits)

The Heritage at Vista Del Verde Homeowners Association Board of Directors has authorized Accell Property Management, Inc. and City National Bank to offer you the opportunity to have your monthly assessment fees withdrawn from your bank account. The funds will be automatically withdrawn from your account on approximately the fifth (5th) day of the month. If you would like to participate in this program, please follow these steps:

1. Read, Complete and Sign the Authorization Agreement on the back of these instructions.
2. Attach to the Authorization Agreement a voided check from the account from which the payment will be made. This check will not be returned to you. **Please do not send a deposit slip instead of a voided check.**
3. Return the completed Authorization Agreement, a voided check, and a **\$10.00 check made payable to Accell Property Management, Inc. to:**

Heritage at Vista Del Verde Homeowners Association
c/o Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653

It takes approximately SIX (6) WEEKS for the authorization to be processed through the National Banking Clearing House System. You will receive a letter of confirmation from Accell Property Management, Inc. between TEN (10) to FIFTEEN (15) DAYS before the first automatic payment will be withdrawn from your account. **IMPORTANT: Until you receive the confirmation letter, please continue to make payments as usual.**

Written notification must be received in Accell Property Management, Inc.'s offices at least FIFTEEN (15) DAYS prior to the next scheduled automatic withdrawal if you wish to cancel this service or change the bank account from which funds will be withdrawn.

You will still receive a monthly courtesy statement, which may contain the notice of your next Board of Directors meeting, community news and announcements. The automatic debit will be reflected on the following month's statement.

If you have any questions about this payment system, please do not hesitate to contact our office at: (949) 581-4988.



**PREAUTHORIZED AUTOMATIC PAYMENT
AGREEMENT AND DISCLOSURE STATEMENT**

THIS AGREEMENT is made this _____ day of _____, 20___, between Heritage at Vista Del Verde Homeowners Association (hereafter **ASSOCIATION**) and the individual(s), corporation or other entity (hereafter **OWNER**) who is the legal owner of the real property specified on the signature page of this agreement. The parties to this agreement wish to establish preauthorized payments under the Automated Clearing House program for regular cyclical assessments due ASSOCIATION from OWNER, which program is regulated by the Automated Clearing House Association or the Federal Reserve Bank rules.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The amount of the automated payments made to ASSOCIATION under this agreement will equal the amount of the member's cyclical assessment. Funds will be applied to OWNER's account in accordance with ASSOCIATION's policy for cash application. All other assessments, including special assessments, late fees, interest, costs of collection, fines, or any other fees levied in connection with the governing documents will be reflected on a statement and OWNER agrees to promptly pay, by separate check, these other charges as they come due.
2. Preauthorized debits to OWNER's designated bank or financial institution account will be processed between the fifth (5th) and tenth (10th) day of each calendar month in the amount of OWNER's regular assessment payment. Payments so collected will be deposited to the checking account of ASSOCIATION, reported to ASSOCIATION's managing AGENT Accell Property Management, Inc. (hereinafter AGENT), and credited to OWNER's ASSOCIATION account.
3. Debits to OWNER's designated bank or financial institution account will reflect the current cyclical assessment implemented under the direction and authorization of the board of directors and in accordance with ASSOCIATION's governing documents. OWNER authorizes ASSOCIATION and its AGENT to adjust the debit preauthorized by this agreement to coincide with the effective date of any increase or decrease in the cyclical assessment due ASSOCIATION.
4. Services provided through this Auto Bill Pay agreement in no way alter OWNER's obligations under the ASSOCIATION governing documents, including its rules and regulations. By accepting Auto Bill Pay service, responsible party (OWNER) in no way limits ASSOCIATION's or its AGENT's legal right or remedy to collect delinquent assessments.
5. ASSOCIATION may terminate this agreement by written notice to OWNER in accordance with agreement, under the following conditions:
 - a. Should a charge against OWNER's designated bank or financial institution account be dishonored due to insufficient or otherwise unavailable funds two (2) times in any consecutive twelve (12) month period;
 - b. Should OWNER close designated bank or financial institution account or place a stop payment on the charge;
 - c. Should OWNER fail to comply with the terms and conditions of this agreement;
 - d. Should ASSOCIATION discontinue this program.
6. Transactions by OWNER may be canceled by written notice at any time except during the fifteen (15) business days immediately preceding the scheduled transaction date. Notice of cancellation received during the aforementioned fifteen (15) day period will only be applicable to the next billing cycle.
7. Any charges assessed by OWNER's designated bank or financial institution due to insufficient funds or incorrect enrollment information are OWNER's sole responsibility. OWNER is also responsible for any electronic funds transfer fees or similar charges which may be incurred by OWNER's bank or financial institution.
8. OWNER authorizes the disclosure of personal or account information provided in this agreement to third parties:
 - a. Where it is necessary for completing transfers;
 - b. In order to verify the existence and conditions of OWNER's account for a third party, such as AGENT;
 - c. In order to comply with government agencies or court orders;
 - d. In the case where you otherwise give ASSOCIATION or AGENT or ASSOCIATION's bank written permission.
9. OWNER releases ASSOCIATION and AGENT from any liability as a result of improper, incorrect or unauthorized transfers. In the event of an error, ASSOCIATION shall be liable, for a maximum amount equal to the preauthorized regular assessment specified under this agreement.
10. Any notices under this agreement shall be delivered in writing. OWNER may submit an address change or discontinue this service at any time with sufficient notification as defined in Section 6 above provided in writing to:

**Accell Property Management, Inc.
23046 Avenida de la Carlota, Suite 700
Laguna Hills, CA 92653**

Attach Voided Check Here

11. This agreement may not be modified or amended without the express written consent of the parties.

I hereby acknowledge that I have read and agree to the terms and conditions above.

(print name): _____

Signed: _____

Date: _____

Homeowner Name(s) **(Please Print)**

Homeowner Account Number

Property Address

Mailing Address

City, State, Zip

City, State, Zip

Telephone (Day)

Telephone (Evening)