

Vistara at Rancho Solano Homeowners Association

C/O C & C Property Management

Annual Budget and Disclosure Package

Dues to Increase to \$270.00

November 1st 2021

To the Members of the Vistara Homeowners Association:

It has been our pleasure to serve as your Association Management firm this year! We thank you for your support and look forward to working hard for your association in the coming years. Enclosed is your copy of the documentation required to be distributed to all members each year. Please keep these documents for your records.

At the last Board meeting, the Board examined the financial reports over the past year and noted that according to the most recent Reserve Study, the association's reserves are underfunded. This was the case last year as well, but the Board determined it best not to increase dues due to the impact of the pandemic. This year, after a comprehensive analysis of the long-term obligations the association is required to fulfill, the Board has determined that an increase is needed this year. The new monthly assessment for all Vistara Owners shall be \$270.00 per month. This change will enable the association to keep up with increases in standard operating expenses as well as accumulate reserve funds at a faster rate as is prescribed by the Reserve Study. In addition, the Board is aware that Vistara is in need of some significant landscaping improvements such as irrigation components, and replacing overgrown and expired plants throughout the complex. This increase will help fund this needed work.

For those of you on our in-house USBank "ACH" autopayment – you need not do anything as the change will be made automatically. For those of you using "Bill-Pay" or some other payment option through your own bank – please make sure your bank makes the change to \$270 per month beginning November 1st.

Another option we have available this year is through the direct owner access portal which enables you to schedule on-line payments, check your balance, and make other changes to your account such as billing addresses, contact information, and name changes. Please send a note to me at rich@ccpropmgmt.com and I will send you the link to sign into the owner-portal.

Summary Operating Budget - This budget includes estimated income from dues payments and estimated expenses including but not limited to: utilities; professional services, administrative costs; maintenance and repairs; and reserve funding. This document also includes a summary of the associations reserve accounts and the methods used to calculate future reserve requirements.

Board Meeting Minutes - Please be advised that the minutes of all Board meetings are available within thirty (30) days of any duly held meeting. Copies of the minutes are available to all homeowners for a nominal fee. Please contact our office if you wish to obtain copies of the minutes.

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Change of Address/Secondary Addresses - Please be advised that as owner of a property, you are solely responsible for furnishing your mailing address to the association. Any change of address must be given to the association in writing. Owners may also submit a secondary address to the Association for purposes of collection notices. Such information must be submitted in writing, signed by the owner, and mailed to the Association in a manner that confirms the Association has received it. After an owner identifies a secondary address, the Association will send copies of any collection notices to the secondary address provided, in addition to the owner's primary address shown in the Association's records. An owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Association will only be required to send notices to the designated secondary address from the point that the Association receives the request.

Opt-Out of Membership Lists - Membership lists, which contain names and mailing addresses only, are available to all members who submit a written request and sign a release form. If you wish NOT to be included on the list, please send us a note stating so and we will remove your information from the list.

Additional Disclosures - In addition to the Summary Budget, the following items are enclosed for your review in accordance with California Civil Code:

1. Assessment Policy, Notice Regarding Assessments and Foreclosure
2. Reserve Funding Disclosure
3. Alternative Dispute Resolution Rights Disclosure
4. HOA Insurance Disclosure
5. Schedule of Fees
6. Statement of Policies (Rules and Regulations)

Please feel free to contact our office with any questions.

Best regards,

Rich Cardosi

Association Manager

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Vistara Homeowners Association

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Email Delivery of Future HOA Documents Consent Form

Dear Vistara Member

The Board is asking for your consent to deliver the various association-related documents via email rather than by regular mail. This is in an effort to improve communications between the Board and the membership. Before doing so, we need your express consent. By signing this form, you will be providing important contact information to be used in case of emergency while saving the association printing and mailing costs by agreeing to accept email notices instead of mailed notices for items that would otherwise be provided by mail (those specifically named below). It is up to you to notify the association whenever your email address changes, and to settle with other owners of your unit or lot on one email address for communications related to your property.

Please verify the information below:

Homeowner Name(s): _____
Email address: _____
Mailing Address: _____
Property Address (If different): _____
Telephone: _____

If home is rented, also provide the tenant contact information:

Tenant Name(s): _____
Email address: _____
Mailing Address: _____
Telephone: Day: _____

CONSENT TO RECEIVE DOCUMENTS AND NOTICES VIA EMAIL Please be informed that:

It is up to you to settle with other owners (if any) of your Unit/Lot on one email address for communications related to your property, although you are entitled to have mailed notices go to a secondary mailing address.

1. You have the right to request that the documents also be transmitted in paper or other non-electronic form if you wish (see below); and
2. The consent applies to all of the items listed on page 2; and
3. The items will be sent to the Owner/Member indicated above.

I, the undersigned owner, request that the Vistara Homeowners Association provide notices of the items listed below via email as an alternative to mailed notices (all numbered references are to the Civil Code).

☐ **By checking this box**, I wish to opt out of having my/our name and address and contact information listed on the Membership list that is open to inspection by owners. I certify that I am an owner of the lot or unit described below and that all owners of the property at the address listed below have authorized me to provide this written consent to use the following email address for communications on behalf of any owners collectively. That email address is:

[TYPE OR PRINT EMAIL ADDRESS CLEARLY PLEASE]

This consent shall remain in effect until revoked in writing. I understand that my signature must be authentic and I may either return this signed document to the association by mail or hand delivery or may affix an authenticated digital signature to it and return it by email as a PDF file.

Dated: _____

[Owner Signature]

Continued on reverse side

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THE FOLLOWING ARE THE DOCUMENTS THAT MAY BE SENT TO YOU BY EMAIL UPON RECEIVING CONSENT: ALL ARE ANNUAL DISCLOSURE NOTICES:

ANNUAL BUDGET REPORT - FINANCIAL INFORMATION (Section 5300 and as noted)

- (1) Pro forma operating budget
- (2) A summary of the association's reserves per CC Section 5565.
- (3) A summary of the reserve funding plan per (5)(b) of Section 5550 or summary form per Section 5570.
- (4) A statement regarding any deferred maintenance.
- (5) A statement as to whether the board anticipates special assessments to pay for obligations regarding major components or to fund reserves.
- (6) A statement as to the funding plan for the reserves.
- (7) A general statement addressing the procedures used for the reserve study.
- (8) A statement as to whether the association has any outstanding loans with an original term of more than one year.
- (9) A summary of the association's property, general liability, and fidelity insurance policies.

ANNUAL POLICY STATEMENT (Civil Code Section 5310 and 5320 as noted)

- (1) The name and address of the person designated to receive official communications to the association, per Section 4035.
- (2) A statement explaining that a member may submit a request to have notices sent to up to two different specified addresses per Section 4040.
- (3) The location, if any, designated for posting of a general notice, Section 4045 (a)(3).
- (4) Notice of a member's option to receive general notices by individual delivery, pursuant to 4045 (b).
- (5) Notice of a member's right to receive copies of meeting minutes, Section 4950(b).
- (6) The statement of assessment collection policies required by Section 5730.
- (7) A statement describing the association's policies and practices in enforcing lien rights and legal remedies for collection of delinquent assessments per Section 5850.
- (8) A Discipline policy, if any, including any reimbursement or fine penalties per Section 5850.
- (9) A summary of dispute resolution procedures, pursuant to Sections 5920 and 5965.
- (10) A summary of requirements for association approval of a physical change to property, per Section 4765.
- (11) The mailing address for overnight payment of assessments, pursuant to Section 5655.
- (12) Any other information for all owners that is required by law or the governing documents or that the board determines to be appropriate for inclusion.

Vistara HOA - Summary Operating Budget FY 2021-2022

	2021-2022 Budget	HOA Per Month	Per Unit Annual	Per Unit Per Month
Income				
4110 - Assessments	\$217,080.00	\$18,090.00	\$3,240.00	\$270.00
TOTAL INCOME	\$217,080.00	\$18,090.00	\$3,240.00	\$270.00
Expense				
6050 - Monthly Transfer to Reserve	\$86,840.00	\$7,236.67	\$1,296.12	\$108.01
6224 - HOA Insurance	\$22,299.00	\$1,858.25	\$332.82	\$27.74
6260 - Common Area Landscaping Contract	\$54,000.00	\$4,500.00	\$805.97	\$67.16
6265 - Landscape Extra Work	\$2,500.00	\$208.33	\$37.31	\$3.11
6310 - Management Fees	\$11,046.00	\$920.50	\$164.87	\$13.74
6422 - CPA Accounting Fees	\$1,550.00	\$129.17	\$23.13	\$1.93
6424 - Legal Fees	\$1,500.00	\$125.00	\$22.39	\$1.87
6467 - Roof Repairs	\$5,000.00	\$416.67	\$74.63	\$6.22
6610 - Gutter Cleaning	\$4,100.00	\$341.67	\$61.19	\$5.10
6635 - Website Maintenance	\$1,500.00	\$125.00	\$22.39	\$1.87
6701 - Dog Station Bags	\$135.00	\$11.25	\$2.01	\$0.17
6707 - Monthly Statements	\$1,500.00	\$125.00	\$22.39	\$1.87
6708 - Postage and Delivery	\$300.00	\$25.00	\$4.48	\$0.37
6754 - State Taxes	\$10.00	\$0.83	\$0.15	\$0.01
6782 - Gas and Electric	\$300.00	\$25.00	\$4.48	\$0.37
6788 - City Water and Sewer	\$24,500.00	\$2,041.67	\$365.67	\$30.47
TOTAL EXPENSES	\$217,080.00	\$18,090.00	\$3,240.00	\$270.00

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VISTARA ASSESSMENT POLICY

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property and other association expenses in a timely fashion. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest. The Association will not use non-judicial foreclosure to collect fines or penalties but other remedies are available to collect these and any sums not suitable for collection by non-judicial foreclosure. The association shall comply with requirements of 1367 or 1367.1 of the Civil Code when collecting delinquent assessments. If an error is made that requires termination of any collection proceeding or beginning a collection process over, the Association shall bear the costs; otherwise, the owner is responsible for all costs as identified above. (Note: Civil Code Section 1367 applies to the collection of liens recorded before January 1, 2003, and 1367.1 applies to liens recorded on or after that date.)
2. Assessments are due on the first day of each month and are delinquent at 5:00 p.m. on the 15th of the month, at which time a late charge of 10% or \$10.00 (whichever is greater) of the assessment (or special assessment) will be charged [per the governing documents] on the 16th day. All balances due as of 5:00 p.m. on the 30th day of the month will be subject to interest of 12% per annum. All such amounts must be paid in full and the Association shall not be required to accept partial payments absent a written agreement.
3. **IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**
4. On or about the 46th day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the delinquent record owner(s) have provided a written notice of a secondary address, all notices shall be sent to that address also. Such notice will include an itemized statement of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any, and a notice that the owner is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.
5. The decision to record a lien shall be made by the Board of Directors, approved by a majority vote in an open meeting. The Board shall record the vote in the minutes of that meeting referring to the property by parcel number, and not name of the owner. Likewise, the decision to file in small claims shall be made by the Board and not the Association's agent.
6. On or about the 30th day after the Pre-Lien Notice is sent the Association may record a lien on the property to secure the debt; however, there are limitations that may preclude foreclosure of the lien at this time (see paragraph 7).
7. If all sums secured by the lien are not paid in full within thirty (30) days after recordation, and the amount of delinquent regular or special assessments reaches \$1,800.00, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or has been delinquent more than 12 months, the Board may make the decision to foreclose the lien. All resulting collection fees and costs will be added to the total delinquent amount. At some point in time prior to initiating foreclosure, the Board 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. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.
8. The decision to initiate foreclosure shall be made only by the Board of Directors, by majority approval, and while the discussion may be held in executive session, the decision shall be recorded in the minutes of an

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open meeting in the same form as the decision to record a lien was made (by parcel number only). A Board vote to approve foreclosure of a lien must take place at least 30 days prior to any public sale.

9. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the association, the address of the owner's separate interest may be treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.
10. A non-judicial foreclosure by an association shall be subject to the owner's right to redeem the property up to 90 days after the sale.
11. All charges assessed to the assessment account must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, except with execution of a mutually agreeable payment agreement. Arrangements for such an agreement must be made with the Association's Agent assigned to the collection of the account or the Board or Board representative, at a meeting arranged under the "meet and confer" process of the Association.
12. When a payment is made, the owner may request a receipt and the association will provide it. On the receipt, the association shall indicate the date of payment and person who received it.
13. Each payment from an owner shall be applied first to the principal sum owed, then, in descending order, to interest, late and collection expenses, unless an alternate agreement is entered into between the Association and the owner.
14. An owner may request the association to consider a payment plan to satisfy a delinquent assessment. The Board will inform the owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: If an owner's request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), the Board will meet with the owner in executive session within 45 days of the postmark of that request. However, if there is no regularly scheduled Board meeting during that period, the Board may designate one or more Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period, however they shall not impede an association's ability to record a lien 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 mailing address for overnight payment of assessments is:

**C & C Property Management
425 Merchant Street, Suite 101
Vacaville CA 95688**

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NOTICE: ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND NONJUDICIAL FORECLOSURE

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

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

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

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

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code)

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

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Sections 1367.1 and 1367.1 of the Civil Code)

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

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code)

MEETINGS AND PAYMENT PLANS

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

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

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Assessment and Reserve Funding Disclosure Summary

(Civil Code § 1365.2.5)

(1) The current assessment per unit is \$ 225.00 per Lot

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

Date assessment is due	Amount per unit per month (if assessments are variable, see note immediately below)	Purpose of the assessment
Nov 1 st 2021	\$270.00	Increase reserve funding

(3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes _____ No X

(4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Approximate date assessment will be due	Amount per unit per month
Jan. 1 st , 2021	Additional \$310.38 for one year- NOT Scheduled
Total:	

(5) The following major components, which are included in the reserve study, are NOT included in the existing reserve funding:

Major component	Useful remaining life in years	Reason this major component was not included
NONE	N/A	N/A

(6) As of the last closed financial period (Oct 2020), the current balance in the reserve fund is \$50,296.00. Based on the "Straight Line" method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the required amount in the reserve fund is \$288,500.00 **Vistara at Rancho Solano Homeowners Association is forecast to be 17% funded as of November 1st ,2019**

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

DISCLAIMER: The information contained in this disclosure is a PROJECTION ONLY. Because the reserve study is a projection, the estimated lives and costs of components will likely change over time depending on a variety of factors such as (i) future inflation rates, (ii) levels of maintenance applied by future boards, unknown defects in materials that may lead to premature failures, etc. As a result, some components may experience longer lives while others will experience premature failures. Some components may cost less at the time of replacement while others may cost more.

For the purposes of preparing a summary pursuant to this section:

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- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 1365.5. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- (3) The form set out in subdivision (a) shall accompany each pro forma operating budget or summary thereof that is delivered pursuant to this article. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
- (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

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DISCLOSURE REGARDING ALTERNATIVE DISPUTE RESOLUTION

Summary of Civil Code 1369.510-1369.590

1. Sections 1369.510 to 1369.590 of the Civil Code require that before owners and associations file lawsuits against each other for declaratory relief or injunctive relief in connection with a claim for money damages under \$5,000 or for enforcing the associations governing documents, the filing party shall endeavor to submit the dispute to alternative dispute resolution (ADR). Forms of ADR include mediation, negotiation, and binding or nonbinding arbitration. This provision does not apply to the filing of cross-complaints.
2. The ADR process is initiated by one party serving a Request for Resolution upon the other parties to the dispute. The request must include (i) a brief description of the dispute, (ii) a request for ADR, (iii) a notice that a response must be received within thirty (30) days or it will be deemed rejected, and (iv) a copy of Civil Code Sections 1369.510 to 1369.590.
3. If the individual receiving the request agrees to ADR, the process must be completed within ninety (90) days unless otherwise extended by agreement. The cost of ADR is to be paid by the participating parties. If a civil suit is filed, the filing party must submit to the court a Certificate of Compliance indicating the party has complied with the requirements of Sections 1369.510 to 1369.590. Failing to do so would be grounds for challenging the lawsuit.
4. Although the prevailing party is entitled to reasonable attorneys fees and costs, the court may consider a partys refusal to participate in ADR when making the award.
5. A description of the Associations internal dispute resolution process, as required by Civil Code Section 1363.850, is stated below.

NOTE: Failure by any member of the association to comply with the alternative dispute resolution requirements of Civil Code 1369.520 may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

DISCLOSURE REGARDING INTERNAL DISPUTE RESOLUTION PROCEDURE

Civil Code Section 1363.850

1. This policy applies to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act, under the provisions of the Corporations Code relating to mutual benefit corporations (commencing with Corporations Code Section 7110), or under the Associations governing documents.
2. Either party to a dispute within the scope of this article may invoke the following procedure:
 - a. The party may request the other party to meet and confer in an effort to resolve the dispute.
 - b. The request shall be in writing.
 - c. A member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - d. The Association's Board of Directors shall designate a member of the Board to meet and confer.
 - e. 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.
 - f. 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.
3. A member of the Association will not be charged a fee to participate in the process.

INSURANCE DISCLOSURE SUMMARY

VISTARA AT RANCHO SOLANO HOMEOWNERS ASSOCIATION

Pursuant to Section 5300 of the California Civil Code, the association is providing you with the following regarding its insurance policies:

- A. General Liability Insurance – Policy Period 06/01/2021 – 06/01/2022
The insurer is Truck Insurance Exchange
The policy limits of the insurance are \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.
The insurance deductible is \$0
- B. Property Insurance – Policy Period 06/01/2021 – 06/01/2022
The insurer is Truck Insurance Exchange
The policy limits of insurance are \$23,942,000
The insurance deductible is \$5,000
- C. Directors and Officers Coverage – Policy Period 06/01/2021 – 06/01/2022
The insurer is Truck Insurance Exchange
The policy limits of insurance are \$1,000,000
The insurance deductible is \$1,000
- D. Fidelity Insurance – Policy Period 06/01/2021 – 06/01/2022
The insurer is Truck Insurance Exchange
The policy limits of insurance are \$150,000
The insurance deductible is \$5,000
- E. Umbrella- Excess Liability Insurance – Policy Period 06/01/2021 – 06/01/2022
The insurer is Great American Insurance Company
The policy limits of insurance are \$15,000,000
The insurance retention is \$0

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and payment of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property, or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2021

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

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

PRODUCER Roy Palacios Insurance Agency Inc 26081 Merit Circle Suite 101 Laguna Hills, CA 92653 License #: 0D36891	CONTACT NAME: Roy Palacios Insurance Agency Inc PHONE (A/C, No, Ext): (949)582-0964 FAX (A/C, No): (949)582-0655 E-MAIL ADDRESS: Support@contactrpi.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Vistara at Rancho Solano HOA C/O C&C Property Management 500 Merchant Street Suite A Vacaville, CA 95688	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Truck Insurance Exchange</td> <td style="width: 20%; text-align: center;">NAIC # 21709</td> </tr> <tr> <td>INSURER B : Great American Insurance Co.</td> <td style="text-align: center;">16691</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Truck Insurance Exchange	NAIC # 21709	INSURER B : Great American Insurance Co.	16691	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :													
INSURER F :													

COVERAGES
CERTIFICATE NUMBER: 00003618-114281
REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ D&O Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			60584-12-73	06/01/2021	06/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 75,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>D&O Ded \$1,000</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 75,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000	D&O Ded \$1,000	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																				
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A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60584-12-73	06/01/2021	06/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINED SINGLE LIMIT (Ea accident)</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">PER STATUTE</td> <td style="width: 20%; text-align: right;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				
A	Building Property			60584-12-73	06/01/2021	06/01/2022	DED \$5,000 23,942,000														
A	Fidelity Bond			60584-12-73	06/01/2021	06/01/2022	DED \$5,000 150,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Condo Association located in Fairfield, CA 94534. 67 Units. C&C Property Mgmt listed as Additional Insured with respects to the Fidelity, General Liability, and D&O coverage. Policy includes 150% Extended Replacement Cost Endorsement. Policy includes "Walls in Coverage" and coverage for Basic Interior Fixtures. All Risk/Special Form. Betterments and Improvements are the responsibility of unit owners to insure for themselves.

CERTIFICATE HOLDER
CANCELLATION

C&C Property Management 500 Merchant St, Ste A Vacaville, CA 95688	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (NIC)
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Vistara at Rancho Solano Homeowners Association

C/O C & C Property Management

Schedule of Fees for Single Benefit Services

In accordance with California Civil Code §1366.1, this Schedule of Fees documents the fees charged for the services provided to individual Homeowners for their individual benefit. These fees reflect the actual cost to provide these services and are payable to the Manager of the Association as they are incurred.

Charges payable to Association's management company

Transfer of Ownership Package:	\$495.00
Includes: Demand Statement, Bylaws, Articles of Incorporation, Current Budget, Minutes of Meetings, Insurance Information, Standard HOA Certification Form and Transfer of Ownership Fee.	
Governing Documents	\$45.00
CC&R's, Bylaws, and Articles when ordered separately	
Standard HOA Certification Form	\$60.00
When ordered separately,	
Current Budget, Insurance, and Minutes	\$35.00
When Ordered Separately	
Returned Check Fee	\$25.00
Processing fee for insufficient funds or closed accounts	
Collection Action Fee	\$250.00
Initiation of collection activities per the Assessment Policy.	
Estoppel Certification	\$150.00
Property and Records Inspection performed by manager to verify compliance with the CC & R's and Rules & Regulations.	

Vistara at Rancho Solano Homeowners Association

C/O C & C Property Management

DISCLOSURE REGARDING HEARING PROCEDURE AND FINES

1. **Notice and Hearing Procedures.** The following notice and hearing procedures will be used whenever the Board meets to consider an alleged violation which could result in disciplinary action against a Member.
 - a. **Notice of Hearing.** Notice of the hearing will be sent at least ten (10) days prior to the hearing and will be given either personally or by prepaid first-class mail to the most recent address shown in the Association's records. The notice shall contain, at a minimum, the date, time, and place of the meeting, the nature of the alleged violation for which a Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.
 - b. **Opportunity to Be Heard.** Members have the right to send a letter, send a representative, or appear in person to present evidence as to why they should not be disciplined. Members also have the right to bring an attorney with them to advise them or to speak on their behalf. The hearing will be held in executive session unless the member requests otherwise.
 - c. **Rescheduled Meetings.** Upon timely, written request and for worthy cause, an accused party may be granted a continuance to a new hearing date. In the event a person fails to appear for a hearing, the Board will review the evidence presented and make its decision accordingly.
 - d. **Correction of Violation.** In the event the violation is corrected prior to the hearing date, the Board may, if appropriate, discontinue the proceedings.
 - e. **Notice of Decision.** Within fifteen (15) days of the Board's decision, the Member will be given written notice of the decision.
 - f. **Conflicts of Interest.** If members of the Board have a conflict of interest (i.e., they filed the complaint, or the complaint was filed against them) such persons may not vote on the issue.
2. **Remedies for Enforcement.** To enforce the governing documents, the Board may impose one or more of the remedies described below as it deems appropriate to be effective. The selection of one remedy does not preclude the Association's right to pursue others.
 - a. Warning letters
 - b. Monetary penalties
 - c. Suspension of membership privileges
 - d. Alternative dispute resolution (arbitration or mediation)
 - e. Litigation

Failure to pay fines within thirty (30) days may result in legal action to collect the fines. If the Association is forced to retain an attorney to ensure compliance, collect fines, etc., the owner shall be liable for those attorney fees and all related expenses in addition to the fines.

3. **Fine Schedule.** Violation of the association's governing documents may result in a warning letter, fine, suspension of privileges and/or continuing fines as the Board may determine to be appropriate to the situation and as provided for in the fine schedule below. In addition to fines, the Board may file a lawsuit seeking judicial relief. The imposition of penalties and suspension of privileges will be subject to notice and hearing procedures.
 - a. 1st violation, Warning Letter
 - b. 2nd violation, same offense: \$50.00
 - c. 3rd violation, same offense: \$75.00
 - d. Additional violations, same offense: up to \$100.00_
 - e. Safety violations may receive a warning or a fine up to \$500.00, depending on the violation
 - f. Continuing violations: fines up to \$100 per day may accrue until the violation is cured

The Association may pursue one or more remedies simultaneously. The selection of one remedy does not preclude the Association's right to pursue others.

Vistara at Rancho Solano Homeowners Association

C/O C & C Property Management

MEMBERSHIP LIST RELEASE FORM

Members have the right to inspect and copy the association's membership list, including members' names, property addresses, and mailing addresses. The right to inspect is at reasonable times, upon 5 business days' prior written demand upon the association. Corp. 8330(a)

Purpose for Request. The member requesting the list shall state the purpose for the request, which purpose shall be reasonably related to the requester's interest as a member. If the board reasonably believes that the information in the list will be used for another purpose, it may deny the member access to the list. If the request is denied, in any subsequent action brought by the member the association shall have the burden to prove that the member would have allowed use of the information for purposes unrelated to his or her interest as a member. Civ. 1365.2(a)(1)(I)

Opt-Out. Although Corp. Code 8330(c) allows for withholding the membership list if the association provides an alternate means of communication, the statute was modified by Civ. Code 1365.2(a)(1)(I) so that boards can no longer withhold the list even if it provides an alternate means. However, individual owners may opt out of the sharing of their name and address by notifying the association in writing that they prefer to be contacted by the alternative process.

Corporate Asset. A membership list is a corporate asset. Without the consent of the board a membership list may not be:

1. Used to solicit money or property unless such money or property will be used solely to solicit the vote of the members in an election to be held by their corporation.
2. Used for any purpose which the user does not reasonably and in good faith believe will benefit the corporation.
3. Used for any commercial purpose or purpose in competition with the corporation.
4. Sold to others. Corp. 8338(a)

Penalty for Misuse. Any person who misuses a membership list is liable for any damage caused by the misuse, including punitive damages for a fraudulent or malicious misuse. Corp. 8338(b)

I have read the above and will not use the membership list for any of the above prohibited uses. Information contained in the list is deemed reliable but is not guaranteed accurate.

Purpose for Request:

Name:

Signature: _____

Date: _____

Vistara at Rancho Solano

Final

Published - December 03, 2015

Prepared for the 2016 Fiscal Year

Reserve Study Summary

A Reserve Study was conducted of Vistara at Rancho Solano (the "**Association**"). An **Update With Site-Visit Review** is a reserve study update in which the following tasks are performed:

- development of a reserve component inventory (verification only, not quantification);
- condition assessment based upon on-site visual observation;
- life and valuation estimates;
- fund status;
- and a funding plan.

Vistara at Rancho Solano is a Planned Development with a total of 67 Lots.

Physical Inspection

Richard Avelar & Associates ("**RA&A**") conducted a physical inspection of the Association. The inspection encompassed those major components that the Association is required to maintain. For this study components are determined to be major components if:

1. As of the date of the study, they have a remaining useful life of less than 30 years, and a value greater than \$1,000.
2. Such additional components, if any, determined by the Board of Directors.

During the inspection, RA&A utilized the services of our own construction cost estimator. In addition, independent contractors were retained to render opinions on selected components as indicated in Section VI, Included Component Listing.

Supplemental information to the physical inspection may have been obtained from the following sources:

1. Project plans where available.
2. Maintenance records of the reserve components where available.
3. Association board members, management and staff.

Summary of Reserves

For the first year of the Reserve Study, the reserve contribution is based upon the existing budget unless otherwise noted in "*Section III, Reserve Funding Plan*." In addition RA&A relied on the Association to provide an accurate Beginning Reserve Balance.

The status of the Association's reserves, as reflected in the following Reserve Study, is as follows:

1. The Expenditure Forecast of the following Reserve Study identifies the major components which the Association is obligated to repair, replace, restore or maintain, as determined in accordance with the criteria specified above, and specifies for each such component:
 - a. Its current estimated replacement cost;
 - b. Its estimated useful life; and
 - c. Its estimated remaining useful life.
2. It is estimated that the total cash reserves necessary to repair, replace, restore or maintain such major components (in the aggregate) during and at the end of their first remaining useful life is \$1,090,244.
 - [For purposes of this calculation, "necessary" is defined as the Fully Funded Balance (FFB) (Component Current Cost X Effective Age / Useful Life, including a provision for interest and inflation in future years.)]
3. The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain such major components as of the fiscal year ending December 31, 2016 is estimated to be \$341,942, constituting 31.4% of the total expenditures anticipated for all such major components through their first end of useful life replacement.
4. Based upon the schedule of annual reserve contributions necessary to defray the cost of repairing, replacing, restoring or maintaining such major components in the years such expenditures are estimated to be required, it is estimated that annual reserve contributions in the initial amount of \$43,942 [*\$54.65 per Lot (average)*] for the fiscal year ending December 31, 2016 (the first full fiscal year following first distribution of this report) will be necessary in order to meet all such reserve expenditures when they are projected to come due.

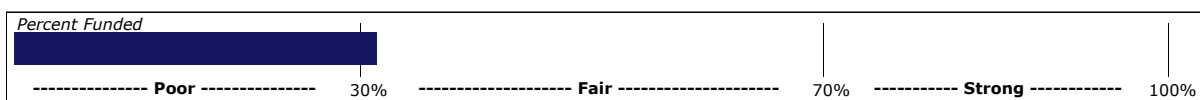
Funding Assessment

Based on the 30 year cash flow projection, the Association's reserves are **inadequately funded** as the reserve fund ending balances may fail to remain positive throughout the replacement of all major components during the next 30 years. **Additional reserve funding including some combination of increased contributions, special assessments and loans may be necessary to meet all reserve obligations.**

California statute imposes no reserve funding level requirements nor does it address funding level adequacy.

Percent Funded Status

Based on paragraphs 1 - 3 above, the Association is 31.4% funded. The following scale can be used as a measure to determine the Association's financial picture whereas the lower the percentage, the higher the likelihood of the Association requiring a special assessment, or other large increases to the reserve contribution in the future.



Methodology

The above recommended reserve contribution for the next fiscal year (and future fiscal years as outlined in *Section III, Reserve Fund Balance Forecast*) was developed using the cash flow method. This is a method of developing a reserve funding plan where the contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.

Funding Goals

The funding goal employed for Vistara at Rancho Solano is

Threshold Funding: Establishing a Reserve funding goal of keeping the Reserve balance above a specified dollar or Percent Funded amount. Depending on the threshold, this may be more or less conservative than "Fully Funding."

Limitations

The intention of the Reserve Study is to forecast the Association's ability to repair or replace major components as they wear out in future years. The Reserve Study is not an engineering report, and no destructive testing was performed. The costs outlined in the study are for budgetary and planning purposes only, and actual bid costs would depend upon the defined scope of work at the time repairs are made. Also, any latent defects are excluded from this report.

Statutory Disclosures

Compliance

The Reserve Study was conducted pursuant to *Sections 5300 and 5520* of the California Civil Code.

Open Meeting

California *Civil Code Section 5500* says (in part):

The (Reserve Funding) plan shall be adopted by the board of directors at an open meeting before the membership of the association as described in *Section 4900*. If the board of directors determines that an assessment increase is necessary to fund the reserve funding plan, any increase shall be approved in a separate action of the board that is consistent with the procedure described in *Section 5600*.

Supplemental Disclosures

General:

RA&A has no other involvement(s) with the Association which could result in actual or perceived conflicts of interest.

Personnel Credentials:

RA&A is an Architectural Firm and a licensed general building contractor in California. Ken Kosloff, PRA, RS, Principal, holds the Professional Reserve Analyst designation from The Association of Reserve Analysts along with the Reserve Specialist designation from the Community Associations Institute.

Completeness:

RA&A has found no material issues which, if not disclosed, would cause a distortion of the Association's situation.

Reliance on Client Data:

Information provided by the official representative of the Association regarding financial, physical, quantity, or historical issues will be deemed reliable by RA&A.

Scope:

This Reserve Study is a reflection of information provided to RA&A and assembled for the Association's use, not for the purpose of performing an audit, quality/forensic analysis, health and safety inspection, or background checks of historical records.

Reserve Balance:

The actual beginning reserve fund balance in this Reserve Study is based upon information provided and was not audited.

Reserve Projects:

Information provided about reserve projects will be considered reliable. Any on-site inspection should not be considered a project audit, quality inspection, or health and safety review.

Component Quantities:

The Association warrants the previously developed component quantities are accurate and reliable.



Richard Avelar & Associates

Vistara Homeowners Association

C/O C & C Property Management

What Your Association is Responsible for:

As a Planned Development, The Vistara Homeowners Association is made up of individually owned homes on individually owned lots. Vistara is *not* a “condominium”. The responsibility for the maintenance, repair, and replacement of the various components in the community are largely dictated in the California Civil Code unless specifically stated otherwise in the CC&R's. A summary of who is responsible for these items follows:

Homeowners Association	Individual Owner
Landscaping	Windows & Glass Surfaces
Roofs – Repair & Replacement	ANY Damage from Golf Balls
Gutters & Downspouts	Termite/Dry-Rot Damage
Exterior Painting	Interior & Front Door Painting
Tree Trimming	Interior Walls & Fixtures
Fencing	Patios / Patio Cover Maintenance
Common Area Utility Lines	Appliances and Equipment
Driveways & Sidewalks	Individual Utility Lines
Irrigation Lines/Sprinklers	Interior Plumbing & Electrical
Mailbox Structures	Pest Control (Insects, rodents, etc.)
Hazard Insurance on the lots and improvements as built by the Developer	Hazard Insurance for personal property and any upgrades to the separate unit

NOTE: This list is not a complete listing of every conceivable situation regarding who has maintenance or replacement responsibilities within the association. It is intended to serve as a guideline for the purpose of planning and budgeting for preventative maintenance and for needed repairs as they occur. Please consult the Declaration of Covenants, Conditions, and Restrictions (CC&R's) for more detailed information regarding maintenance obligations of the association. A copy of this document is available at www.vistara.org

Vistara Homeowners Association

www.vistara.org

LANDSCAPE STANDARDS AND ARCHITECTURAL GUIDELINES

Revised November 2013

GENERAL: The Vistara Homeowners Association has established these guidelines to supplement the already existing standards and guidelines for the Rancho Solano Master Association and the conditions set forth by the City of Fairfield. Due to the nature of the townhouse community it is imperative that there are no deviations from these standards. The overall effect will be a more attractive community and enhanced property values.

RESPONSIBILITY: It is the responsibility of each owner to submit an Application for Architectural Review to the Association for any change to the exterior of the home and the landscaping.

LANDSCAPING: To maintain uniformity in the areas that can be seen from the common area and the streets the following will be allowed:

- Only plant material that is on the original master landscape plan as may be amended from time to time by the Board of Directors or the Landscape Committee.
- Some exceptions may be granted, provided the changes are approved by the Association and landscaper who will be maintaining same prior to installation.
- Owners may not dispose of their own landscape clippings by placing them in the association-maintained landscape areas.

The landscape architect who designed the common area landscaping did so with soil conditions, irrigation system and watering in mind. Therefore, in order to properly maintain the landscaping, the plant material must be of the same species, unless otherwise approved by the Board. A copy of the planting list is available.

- Pots or planters must be terra cotta or a light color to match the house color or trim. Limit of five (5) pots per address.
- Selection of plant material in pots or planters is at the owner's discretion
- Stepping stones or brick walkways are to match the color of the bark or house

Note, all planters or pots are the responsibility of the homeowner and must be kept neat and weed free.

All changes to the common area landscaping that can be seen from the streets **must be approved** by the Association **prior to any work being done**.

Vistara Homeowners Association

www.vistara.org

Substantial changes to the landscaping that involve irrigation system adjustments or modifications will not be approved.

LATTICE: The lattice work added to conceal utilities or air conditioners is to be uniform throughout. The only approved design shall be the square openings as originally used by the developer.

The following guidelines are to be used when installing lattice work:

- No higher than one foot above the top of air conditioners
- No higher than one foot above electrical utility meters
- The lattice work may either be painted the same color as the house or treated with a redwood stain· it must be one or the other
- Square lattice may be used as a privacy separation between front doors provided it is painted the same color as the house or treated with a redwood stain the height of the privacy screen may not exceed 61/2 feet
- Lattice under redwood decks is to be stained the same color as the deck

TRELLISES: There is only one approved plan for trellises set forth by the Association and the City of Fairfield. A copy is available upon request

- If over a concrete deck they are to be painted the house color
- If over a combination of concrete and redwood they may either be stained or painted.
- If over a redwood deck they may be stained the same color as the deck, keeping in mind that the maintenance is the responsibility of the owner and that it will have to be frequently re-stained

AWNINGS. Because of the wide variety of styles and materials used in awnings they will not be allowed. It is the opinion of the Association that it would be impossible to maintain uniformity and still accommodate individual preferences.

EXTERIOR WINDOW SCREENS. Are allowed provided they match the color of the house and an application is on file with the Association.

SCREEN DOORS. In the interest of overall appearance of the community, screen doors are only allowed on garage entry doors.

SPA. Must be placed on concrete not on wooden decks.

GREENHOUSE WINDOWS. These windows are not allowed in Vistara.

ADDITIONAL LIGHTING: The originally installed exterior lighting on the homes must be replaced with exact same style fixtures unless otherwise approved by the Board prior to installation.

Vistara Homeowners Association

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Additional lighting along walkways, in particular those that have steps will be allowed provided the appropriate application is submitted and it meets the following criteria:

- The lights may not exceed eight (8) inches in height
- Are black in color with clear, uncolored bulb or lenses
- Shall be placed no closer than five (5) to six (6) feet apart.
- Are low voltage or solar powered
- No flood lights of any kind will be allowed for the front or rear yards
- Small, decorator type, accent or spot lights may be used on patios or decks, provided they are approved by the Association.
- No exposed wiring will be permitted

SATELLITE DISHES AND ANTENNAS: The maximum overall diameter for satellite dishes shall be one meter. With the prior written approval from the Association they may be installed as follows:

- Out of view as much as possible (without compromising the reception)
- Cabling to the dish must be installed in a neat and trim manner.
- Any dish which is not in active use must be removed from the home immediately.
- Any damage to the roof and or exterior paint caused by the dish will be the responsibility of the owner.

Satellite dishes may NOT be placed on or attached to any part of the Roofing Elements including:

- Areas covered by tiles or other roofing materials; chimneys; lawn or planting areas; fences, trellises, or patio cover structures, asphalt or concrete areas; or any place that could interfere with the safety of residents or guests.

Dishes or cables may NOT be installed anywhere that would interfere with normal maintenance activities of the Association. Cables may NOT be strung across open areas such as entries or between buildings or over roofs.

STATUARY/FOUNTAINS/ DECORATIVE ADDITIONS: May not be added if they can be viewed from the street or common areas.

- Seasonal decorations are allowed provided they are removed immediately after each holiday.
- No whimsical flags or banners allowed.
- Backyard or patio statuary may not exceed the height of the dividing walls.

Vistara Homeowners Association

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GARAGE DOORS: If replacement of the main garage door is needed, the new door must be the exact same style as the original door unless otherwise approved by the Board PRIOR to installation.

- Garage Doors are to be kept **CLOSED** at all times when the garage is not in use.
- Storage of personal property in front of garage door is prohibited.

ANY DEVIATION FROM THESE GUIDELINES MUST BE NOTED ON THE PLANS SUBMITTED FOR REVIEW. FAILURE TO IDENTIFY DEVIATIONS WILL BE GROUNDS FOR DENIAL.

FAILURE TO SUBMIT PLANS FOR APPROVAL MAY RESULT IN THE REMOVAL OF ADDITIONS AT THE OWNERS EXPENSE AND/OR FINES.

Vistara Homeowners Association

C/O C & C Property Management

APPLICATION FOR ARCHITECTURAL / LANDSCAPE REVIEW

Owner Name: _____ Date: _____

Address: _____ Phone Number: _____

Proposed Architectural / Landscape Changes: *Please attach any relevant details, plans, drawings, or photos.*

Work to be performed by: _____

Start Date: _____ Completion Date: _____

Owners Signature: _____ Date: _____

By signing above, the applicant acknowledges the following:

1. Submittal of this completed form does not constitute approval. The Board of Directors and/or the designated committee may require additional information.
2. Approval of this application does not constitute approval by the local municipal building department. Owner shall be responsible for complying with local building codes and obtaining all necessary permits.
3. Owner is responsible for re-submitting any substantive changes of the proposed work

☐ **Approved**

☐ **Approved with the following conditions:**

☐ **Denied for the following reasons:**

Board of Directors Signatures:

_____ Date: _____

_____ Date: _____

_____ Date: _____

Please return completed form to:
Vistara at Rancho Solano Homeowners Association
C/O C & C Property Management
425 Merchant St. Ste 101
Vacaville CA 95688
(707) 447-6088 (707) 447-2831 FAX

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