

CAMMARATA MANAGEMENT, INC

•ASSOCIATION MANAGEMENT•

November 15, 2017

To All Homeowners At:
Viewpoint Hermosa HOA
444 Hermosa Avenue
Hermosa Beach, CA 90254

Re: Viewpoint Hermosa HOA Operating Budget for Fiscal Year 2018

Dear Homeowner,

Enclosed is the new budget for fiscal year 2018, as approved by your Board of Directors. *In the analysis, it has been determined that the monthly assessment fee will remain \$350 per unit, per month, effective January 1, 2018.*

As required by California law, enclosed are the Association's Annual Budget Report and the Annual Policy Statement for your records. Pursuant to *Civil Code* Section 5300, in addition to the pro forma operating budget, the **Annual Budget Report** contains the following information:

- A statement as to whether the Association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.
- A summary of the Association's property, general liability, earthquake, flood and fidelity insurance policies (*Civil Code* Section 5300(d))

According to *Civil Code* Section 5310, the Association's **Annual Policy Statement** includes the following information:

- Person designated to receive official communications to Association pursuant to *Civil Code* Section 4035
- Statement explaining that member may submit request to have notices sent to up to two addresses pursuant to *Civil Code* Section 4040(b)
- Designation of primary contact pursuant to *Civil Code* Section 4041
- Location for posting general notices pursuant to *Civil Code* Section 4045(a)(3)
- Notice of member's option to receive general notices by individual delivery pursuant to *Civil Code* Section 4045(b)
- Notice of member's right to receive copies of meeting minutes pursuant to *Civil Code* Section 4950(b)
- Statement of assessment collection policies required by *Civil Code* Section 5730
- Statement describing Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments (See *Civil Code* Section)
- Statement describing the Association's discipline policy, if any, including any schedule of monetary penalties for violations of the governing documents pursuant to *Civil Code* Section 5850
- Summary of Association's dispute resolution procedures pursuant to *Civil Code* Sections 5920 and 5965
- Summary of requirements for Association approval of a physical change to property pursuant to *Civil Code* Section 4765
- FHA Loan Status
- VA Loan Status

- Mailing address for overnight payment of assessments pursuant to *Civil Code* Section 5655
- (Optional) Notice to members regarding ability to opt-out of having name on membership list pursuant to *Civil Code* Section 5220

You may wish to keep these items available in the event you elect to refinance or sell your home. Most lenders are now requiring that these items be submitted to them as part of the mortgage approval process.

Sincerely,



Steven M. Cammarata, AMS, CCAM[®], CMCA
President
Cammarata Management, Inc.
Agent for Viewpoint Hermosa HOA

Enclosures

Viewpoint Hermosa Homeowners Association, Inc.

2018 Budget

January 1, 2018 through December 31, 2018

Code	Expenses	Approved 2017 Budget	Actual 9 Mo. Expenditures 2017	Annual 2018 Budget	Monthly 2018 Budget	2018 Per Unit Monthly
6150	Accounting (CPA)	225	225	225	19	3.13
6350	Bank Charges	0	0	0	0	-
6810	Fidelity/Liability Ins. (see note)	0	3,494	0	0	-
6950	Printing	500	341	500	42	6.94
7000	Management Fee	3,000	2,250	3,000	250	41.67
7050	Postage	120	71	120	10	1.67
7100	Common Area Repair/Misc.	300	0	300	25	4.17
7110	Landscape Contract	2,064	522	2,064	172	28.67
7113	Tree Trimming	450	0	450	38	6.25
7115	Landscape Supplies	120	0	120	10	1.67
7120	Plumbing Repairs	850	475	850	71	11.81
7130	Security Systems/Gates	100	0	100	8	1.39
7133	Security Systems/Keys& Locks	50	97	50	4	0.69
7135	Fire Systems	120	375	120	10	1.67
7140	Roof Repairs	800	0	800	67	11.11
7150	Lighting Repairs	100	0	100	8	1.39
7153	Light Fixtures	60	0	60	5	0.83
7155	Light Bulbs	30	152	30	3	0.42
7160	Janitorial	1,200	0	1,200	100	16.67
7164	Other	235	0	235	20	3.26
7165	Painting- Interior	0	0	0	0	-
7166	Painting- Exterior	0	0	0	0	-
7195	Parking/Streets	0	0	0	0	-
7200	Supplies	30	0	30	3	0.42
7250	Taxes	10	0	10	1	0.14
7255	Licenses/Fees	36	35	36	3	0.50
7340	Power Washing	0	0	0	0	-
7350	Telephone/Entry Systems	800	690	800	67	11.11
7452	Electricity (SCE)	2,400	1,540	2,400	200	33.33
7453	Water (Calif. Water)	3,200	2,070	3,200	267	44.44
7454	Trash Removal (Athens Service)	2,100	1,505	2,100	175	29.17
7456	WC Water Service (Treatment)	2,520	1,890	2,520	210	35.00
7500	Contingency	0	0	0	0	-
8300	Reserve Transfer	3,780	2,835	3,780	315	52.50
	Totals	25,200	18,567	25,200	2,100	350.00

Effective January 1, 2018, the monthly association dues will remain @ \$350.00 per unit.

NOTE The Fire & Liability Insurance premium will be paid by Special Assessment, with the final amount to be determined at the May 1, 2018 renewal date.

Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254

NOTICE OF OUTSTANDING LOANS

 X The Association does not have any outstanding loans with an original term of more than one year.

 The Association has the following outstanding loans with an original term of more than one year:

	Loan #1	Loan #2
Payee	_____	_____
Interest Rate	_____	_____
Amount Outstanding	_____	_____
Annual Payment	_____	_____
Scheduled Retirement	_____	_____

Viewpoint Hermosa Homeowners Association

LIABILITY INSURANCE DISCLOSURE FORM

(FOR CONDOMINIUM ASSOCIATIONS AND OTHER COMMON INTEREST DEVELOPMENTS,
WHEREIN THE OWNERS HAVE SHARED OWNERSHIP OF REAL PROPERTY)

Governor Wilson, on September 25, 1994, approved an act by the California legislature to add Section 5300 to the Civil Code, relating to common interest developments. This state law requires that community associations disclose to the individual homeowners the extent of liability coverage carried by the Association. Viewpoint Hermosa Homeowners Association carries the following coverages:

1. GENERAL LIABILITY

Date Policy Begin: 05-01-17
Date Policy Ends: 05-01-18
Type & Amount of Coverage:

Buildings- **\$2,00,000 (\$2,500 deductible)**
Liability- **\$2,000,000**
General Aggregate - **\$4,000,000**
Medical Expense - **\$5,000**

2. DIRECTORS AND OFFICERS LIABILITY COVERAGE:

Date Policy Begin: 05-01-17
Date Policy Ends: 05-01-18
Type & Amount of Coverage: **D & O - \$1,000,000 (\$5,000 deductible)**

3. FIDELITY BOND INSURANCE

Date Policy Begin: 05-01-17
Date Policy Ends: 05-01-18

Amount of Coverage: **\$30,000 (\$2,500 deductible)**

4. EARTHQUAKE INSURANCE - The Association ***does*** not carry earthquake insurance.

5. FLOOD INSURANCE - The Association ***does not*** carry flood insurance.

6. WORKERS COMPENSATION – The Association ***does not*** carry Workers Compensation insurance.

7. AGENTS NAME, ADDRESS AND PHONE NUMBER:

Timothy Cline Insurance – Policy #CBP162033500
725 Arizona Ave Suite #100
Santa Monica, CA 90401-1713
Phone # 800-966-9566 Fax #310-260-2905
Agent: Jose Glez License # OC37267

8. COMPLIANCE WITH CIVIL CODE 5300

Our liability coverage meets the minimum requirements of ***Civil Code 5300***

Since our coverage satisfies the minimum limits, generally, you can only be liable for your proportional share of any assessments levied to pay the amount of any judgment, which exceeds the limits of the Association's insurance.

"This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of 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 and, upon request and payment of reasonable duplication charges, obtain copies of those copies. 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".

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

**PERSON DESIGNATED TO RECEIVE OFFICIAL
COMMUNICATIONS TO ASSOCIATION**

Pursuant to Civil Code Section 4035, the name and address of the person designated to
receive official communications to the Association is:

Name: Steven M. Cammarata, AMS, CCAM®, CMCA
President
Cammarata Management, Inc.
Agent for Viewpoint Hermosa HOA

Address: 25039 Narbonne Ave
Lomita, CA 90717

CAMMARATA MANAGEMENT, INC

•ASSOCIATION MANAGEMENT•

November 15, 2017

To: All Homeowners at:
Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254

Re: Secondary Address Requirement Letter
California Civil Code 4040 (b)

Dear Homeowner,

Members have the right to submit to the Association a secondary address for purposes of delivering annual reports, annual policy notices and collection notices. A member's request must be in writing and delivered to the person designated by the Association to receive official communications by first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center, or (if checked):

(1) By email, facsimile, or other electronic means, if the association has assented to that method of delivery.

(2) By personal delivery, if the association has assented to that method of delivery. If the Association accepts a document by personal delivery it shall provide a written receipt acknowledging delivery of the document.

Upon the Association's receipt of such notice, the Association will mail any annual reports, annual policy notices and collection notices to both the member's primary and secondary addresses.

Should you have any questions, please feel free to call us at the number below.

Sincerely,



Steven M. Cammarata, AMS, CCAM, CMCA
President
Cammarata Management, Inc.

CAMMARATA MANAGEMENT, INC.

•ASSOCIATION MANAGEMENT•

November 15, 2017

**To: All Homeowners @
Viewpoint Hermosa HOA, Inc.
Hermosa Beach, CA 90254**

**Re: Required Designation of Primary Contact Address
California Civil Code §4041**

Dear Homeowner,

Members are required to submit to the Association a primary contact address on an annual basis for purposes of delivering annual reports, annual policy notices, collection notices and other Association notices. A member's primary contact address must be submitted in writing using the form on the backside of this letter and delivered to the person and/or Management office designated by the Association to receive official communications by first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center, or:

- (1) By email, facsimile, or other electronic means, if the association has assented to that method of delivery.
- (2) By personal delivery, if the association has assented to that method of delivery. If the Association accepts a document by personal delivery it shall provide a written receipt acknowledging delivery of the document.

Upon the Association's receipt of such designation, the Association will mail any annual reports, annual policy notices, collection notices and/or other Association notices to the member's primary contact address. **Should members fail to submit the required designation, the property address will automatically be deemed to be the mailing address chosen to receive notices from the Association.**

Should you have any questions, please feel free to call us at the number below.

Sincerely,



Steven M. Cammarata, AMS, CCAM, CMCA
President
Cammarata Management, Inc.
Agent for Viewpoint Hermosa HOA, Inc.

Viewpoint Hermosa HOA, Inc. #992
Designation of Primary Contact Address

Civil Code §4041 requires owners, on an annual basis, to provide written notice to the Association of the below information. **Should you fail to provide the requested contact information, your address at the Association will automatically be deemed to be the address you choose the next Annual Budget to be mailed, along with other individual notices from the Association.**

1. Address of your property at the Association:

2. Mailing address to which you want the Association notices to be delivered:

3. Alternate or secondary address (if any) to which you want the Association notices to be delivered:

4. Name and address of Legal Representative (if any), including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence:

Name:
Address:

5. Status of your property at the Association: (must check one)

- ☐ Owner-Occupied
- ☐ Rented
- ☐ Vacant
- ☐ Undeveloped Land

I declare that I am an Owner and/or Trustee of the Trust that owns the property identified above, that the information provided above is accurate, and that I am authorized to make the elections reflected above on behalf of all owners of said property:

Date:

Signature:

Printed Name:

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

LOCATION FOR POSTING OF GENERAL NOTICES

The Association has designated the following prominent location(s) in the community as the location(s) for posting of general notices to owners:

individual mailboxes

=====

**NOTICE OF MEMBER'S OPTION TO RECEIVE GENERAL
NOTICES BY INDIVIDUAL DELIVERY**

Pursuant to Civil Code Section 4045(b), a member has the right to request to receive general notices by individual delivery. The term "individual delivery" means delivery by one of the following methods:

(a) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the Association.

(b) E-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery. The consent may be revoked, in writing, by the recipient.

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

NOTICE OF MEMBER'S RIGHT TO RECEIVE COPIES OF MEETING MINUTES

Please be advised that California Civil Code Section 4950(b) requires that the Association notify all members of their right to have copies of the minutes of meetings of the Association's board of directors. The minutes, minutes proposed for adoption that are marked to indicate draft status or a summary of the minutes, of any meeting of the board of directors of the Association, other than executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes, or summary of minutes shall be distributed to any member of the Association upon request and upon reimbursement of the Association's costs for making that distribution. To obtain a copy of the minutes, proposed minutes or summary of minutes, please contact:

**Cammarata Management, Inc.
25039 Narbonne Ave
Lomita, CA 90717**

**Office (310) 325-1110
Fax (310) 325-3530**

Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254

STATEMENT OF ASSESSMENT COLLECTION POLICIES

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 FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

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

PAYMENTS

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

Viewpoint Hermosa Homeowners Association

444 Hermosa Ave
Hermosa Beach, CA 90254

ASSESSMENT COLLECTION POLICY

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 members' 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 Section 5730 the following are the Association's 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 of the assessment or other sums that are levied.
2. 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 of the record'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 by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of the notice of the special 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 expenses, including attorney's fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within twenty (20) days of the stated due date are delinquent and shall be subject to a late charge of \$10.00 or 10% which ever is greater, for each delinquent assessment per unit.
5. An interest charge at the rate of 12% per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. 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.
7. A first notice of past due assessment ("late letter") will be prepared and mailed once an assessment becomes delinquent.
8. If an assessment is not received within twenty (20) days after the assessment becomes delinquent, the Association or its designee, in the event the account is turned over to a collection agent, will send a pre-lien letter to the owner 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.
9. 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 Association Lien Services to record a lien 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.
10. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
11. 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.
12. 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. The Board will consider payment plan requests on a case-by-case basis and is under no obligation and is under no obligation to grant payment plan requests.
13. 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.
14. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
15. All charges listed herein are subject to change upon thirty (30) days prior written notice.
16. **The mailing address for overnight payment of assessment is: Viewpoint Hermosa HOA c/o Cammarata Management, Inc. 25039 Narbonne Avenue, Lomita, CA 90717.**

Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254
FINE ENFORCEMENT PROCEDURE

In order for rules to be effective, they must have equitable enforcement procedures. Listed below you will find the procedures, which have been adopted by the Association.

MINOR OFFENSE: Warning letter and, if necessary, legal fees plus additional fines as determined by the Board of Directors.

MAJOR OFFENSE: Fines and legal action to be taken by the Association as deemed appropriate by the Board of Directors

COLLECTIONS: Fines and legal fees will be added to monthly Homeowners Association Assessment and are due and payable immediately. Fines and legal fees which are not paid will result in liens being filed against the property and may also result in a judicial foreclosure if the liens are not cleared.

NOTICE: It is the responsibility of each Homeowner to communicate these Rules and Regulations to all tenants and insure that they are followed. Homeowners will be fined and are subject to additional legal action if their tenants or guests violate these rules.

Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254

**IMPORTANT HOMEOWNER NOTICE SUMMARY OF
INTERNAL DISPUTE RESOLUTION PROCESS
AND
ALTERNATIVE DISPUTE RESOLUTION PROCEDURES
ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS**

INTERNAL DISPUTE RESOLUTION

In accordance with Civil Code Section 5900 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

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

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

ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Civil Code Section 5925 et seq. requires that the Association and owners endeavor to submit certain types of disputes to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code Section 5925 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

Parties Bound By The Statute. The parties required to comply with the statute are the Association (through the board of directors) and any owners of record.

Disputes Subject To The Statute (Qualifying Disputes). Civil Code Section 5939 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes: (1) enforcement of the Davis-Stirling Common Interest Development Act (Civil Code Section 4000 et seq.); (2) enforcement of the California Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code Section 7110 or (3) enforcement of the Association's governing

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

Disputes Specifically Excluded From The Statute. The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits of Small Claims Court. The following types of disputes are specifically excluded from being required to resort to ADR: (1) a Small Claims action; (2) assessment collection, except as otherwise provided by law; (3) claims by the Association for money damages in excess of the jurisdictional limits of Small Claims Court in conjunction with a claim for declaratory, injunctive or writ relief; (4) claims by an owner for money damages in excess of the jurisdictional limits of Small Claims Court in conjunction with a claim for declaratory, injunctive or writ relief; (5) actions for preliminary or temporary injunctive relief; and (6) the filing of a cross-complaint in response to a complaint already filed.

Compliance Procedures.

- A. INITIATING PARTY. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language: (1) a brief description of the dispute; (2) a request that the matter be submitted to ADR; (3) a notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within 30 days of receipt or it will be deemed rejected; (4) if the party on whom the Request is served is an owner, a copy of Civil Code Section 5925 et seq.
- B. SERVICE. A Request for Resolution may be served by personal delivery, first-class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. RESPONDING PARTY'S OBLIGATION. Upon receipt of a Request for Resolution the Responding Party, whether the Association or an owner, has 30 days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."
- D. TIME FOR COMPLETION OF ADR. Where the Request is accepted, the parties must complete the ADR within 90 days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.
- E. COST OF ADR. The cost of ADR shall be borne by the parties.
- F. TOLLING OF STATUTE OF LIMITATIONS. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code Section 5945.
- G. CERTIFICATE. In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the conditions is satisfied: (1) alternative dispute resolution has been completed in compliance with Section 5925 et seq.; (2) one of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

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

Failure of a member of the association to comply with the alternative dispute resolution requirements of Civil Code 5925 et seq. may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

**DISCLOSURE REGARDING APPROVAL NEEDED
TO MAKE PHYSICAL CHANGES TO PROPERTY PURSUANT
TO CIVIL CODE SECTION 4765**

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[If approvals are made by Board of Directors]

According to the Association's governing documents, all changes to the common area and/or to the exterior of any unit/lot by an owner require the prior written approval of the Association's Board of Directors (and in some cases a certain percentage of the owners must approve such a change).

Owners must submit a written application identifying the proposed change(s) to the Board. The Board in its sole discretion will approve or disapprove of the owner's application, in writing, within 30 days subject to appropriate conditions required by the Board, pursuant to the Association's governing documents.

[If approvals are made by the Architectural Committee]

According to the Association's governing documents, all changes to the common area and/or to the exterior of any unit/lot by an owner require the prior written approval of the Association's Architectural Committee (and in some cases a certain percentage of the owners must approve such a change).

Owners must submit a written application identifying the proposed change(s) to the Architectural Committee. The Architectural Committee in its sole discretion will approve or disapprove of the owner's application within 30 days, subject to appropriate conditions required by the Architectural Committee, pursuant to the Association's governing documents.

The owner may seek reconsideration by the Board of Directors in an open meeting of the decision made by the Architectural Committee unless the Architectural Committee has the same membership as the Board of Directors. If applicable, the Board of Directors will respond to the request for reconsideration within 30 days after receipt of such request.

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

NOTICE OF FHA LOANS

When the common interest development is a condominium project, a statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form:

*"Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest. This common interest development **[is/is not (circle one)]** a condominium project. The association of this common interest development **[is/is not (circle one)]** certified by the Federal Housing Administration."*

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

NOTICE OF VA LOANS

When the common interest development is a condominium project, a statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form:

*"Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest. This common interest development **[is/is not (circle one)]** a condominium project. The association of this common interest development **[is/is not (circle one)]** certified by the federal Department of Veterans Affairs."*

**Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254**

**MAILING ADDRESS FOR OVERNIGHT PAYMENT OF
ASSESSMENTS PURSUANT TO CIVIL CODE SECTION 5655**

The mailing address for overnight payment of assessments is:

**Cammarata Management, Inc.
25039 Narbonne Ave
Lomita, CA 90717**

**Office (310) 325-1110
Fax (310) 325-3530**

Viewpoint Hermosa Homeowners Association
444 Hermosa Ave
Hermosa Beach, CA 90254

NOTICE TO OWNERS REGARDING ABILITY TO OPT-OUT
OF HAVING NAME ON MEMBERSHIP LIST
Civil Code Section 5220

An owner may request that the Association provide him or her with a copy of the membership list, including the names, property address, mailing address and email address of each owner. The owner's request must be in writing and must set forth the purpose for which the list is requested, which purpose must be reasonably related to the requester's interests as a member of the Association. The Association will be obligated to provide the owner with a copy of such membership list unless it reasonably believes that the owner will use the information for another purpose.

Pursuant to Civil Code Section 5220 a member can "opt out" of having his or her name and address(es) included on a membership list which must be distributed to owners upon request.

If you would like to "opt out" of having your name included on a membership list which may be distributed to another owner upon request, please complete the following form and return it to the Association. Please note that your "opt-out" will remain in effect until further notice from you.

Notice to Association

To Whom It May Concern,

Please remove my name and address(es) from the membership list in accordance with Civil Code Section 5220 until further notice from me.

Date: _____

Print Name: _____

Signature: _____

Unit Address: _____

CAMMARATA MANAGEMENT, INC

•ASSOCIATION MANAGEMENT•

November 15, 2017

To All Homeowners At:
Viewpoint Hermosa HOA
444 Hermosa Ave
Hermosa Beach, CA 90254

Dear Homeowner,

The law states I must provide this disclosure on an annual basis and/or prior to entering into or renewing a contract with a community Association.

In accordance with the new disclosure requirements of Business & Professions Codes Section 11500-11506, I am providing the Board of Directors with the following information:

1. I have met the requirements of Business & Professions Code Section 11502 and qualify as a certified common interest development manager.
2. I received my certification from the California Association of Community Managers, Inc., on October of 1993 and my certification is current and in good standing. Their address is: CACM, 2171 Campus Drive, Suite 260, Irvine, CA, 92612-1430.
3. The location of my principle office is 25039 Narbonne Avenue, Lomita, CA 90717.
4. I do hold an active Real Estate License.
5. The fidelity insurance of the management firm does not cover the operating and reserve funds of your Association. The Association's fidelity insurance policy provides coverage for these funds.

Sincerely,



Steven M. Cammarata
Steven M. Cammarata, AMS, CCAM®, CMCA
President
Cammarata Management, Inc.