

ISLAY POINTE VILLAS

HOMEOWNERS ASSOCIATION



Document Packet

2021

Islay Pointe Villas Homeowners Association

2021 Annual Policy Statement

In compliance with California Civil Code §5310 the association is providing the following disclosures to the members:

Official Communications

The Board of Directors has designated their management company to receive all communication on behalf of the association. Please send all communication to the following address: The Management Trust, 1400 Madonna Road, San Luis Obispo, CA 93405.

Please see the enclosed association communication policy which provides detailed instructions on how owners must send documents and other communication to the association.

Secondary Address

Pursuant to Civil Code Section 4040(b), an owner has the right to submit, in writing, a secondary address to the association's management company for the purpose of receiving (1) annual reports the Association is required to provide and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address.

General Notice Location

The Board of Directors has designated the following location for posting of a general notice to the members: Association Clubhouse Bulletin Board.

Right to Receive General Notice by Individual Delivery

Pursuant to Civil Code 4045(b), upon receipt of written request to the association's management company, an owner may receive General Notices by Individual Delivery.

Minutes

In accordance with California Civil Code 4950 homeowners have the right to copies of the minutes of meetings of the Board of Directors excluding executive session minutes. Minutes of all Board of Directors meetings are kept on file at the office of the association's management company and will be made available within 30 days of a meeting. Minutes may be viewed or obtained during regular business hours, by giving reasonable notice, to the association's management company. The association may require reimbursement of the association's costs for making that distribution.

Assessment Delinquency Policy

Pursuant to Civil Code 5730, enclosed is the Assessment Delinquency Policy, which includes the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments and the mailing address for overnight payment of assessments.

Mailing Address for Overnight Payment:

Islay Pointe Villas Homeowners Association, 2540 Professional Parkway, Santa Maria, CA 93455.

Collection Fee Disclosure

The association will charge an owner a collection fee of \$12.50 for each late statement on accounts that have an assessment balance due. The association will charge an owner a collection fee of \$50.00 for each pre-collection letter prepared and sent on delinquent accounts. These collection costs are in addition to late charges that the association assesses on delinquent accounts. These collection costs are charged to the owner's account to

reimburse the association in accordance with the Association's delinquency policy and Civil Code Section 5650 (b).

Governing Document Enforcement and Fine Policy

The association's discipline policy including a schedule of penalties for violations of the governing documents is included in this packet titled Discipline Policy.

Dispute Resolution Procedures

A summary of dispute resolution procedures:

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

Members are also entitled to enact the Association's "Internal Dispute Resolution Procedure." If your association has approved an Internal Dispute Resolution Procedure, it is included in this packet. If your association has not approved an Internal Dispute Resolution Procedure, the association follows the Statutory Dispute Resolution Procedure as stated in Civil Code Section 5915.

Architectural Guidelines and Procedures

The procedures for applying for additions, alterations or modifications to a lot (or unit) within the association and for reviewing and approving or disapproving such applications are set forth in the governing documents of your homeowners' association. Pursuant to Civil Code 4765 the association has adopted an Architectural Review Procedure, please refer to the enclosed copy for more information on approval of physical changes to your property.

Returned Check Policy

A fee of \$35.00 plus bank charges will be assessed against the owner for returned checks. These fees do not preclude the member from being charged an additional fee if the non-sufficient funds check causes the member to be late in the payment of his or her assessment. If assessment is not paid in full by the published due date, the member has liability for possible additional fees as specified in the Assessment Delinquency Policy of the Association.

ISLAY POINTE VILLAS HOMEOWNERS ASSOCIATION
COMMUNICATION AND DOCUMENT DELIVERY POLICY

Unless otherwise authorized by the Board of Directors all communication and documents must be directed to the association's management company. The management company is the agent to the Board of Directors and will process and forward all communication and documents to the proper parties. Owners must deliver all documents to the following address or call regarding association matters to the following phone number.

The Management Trust –
1400 Madonna Rd
San Luis Obispo, CA 93405
Phone (805) 544-9093 - Fax (805) 544-6215

Methods of delivering documents or correspondence that are authorized by the association: The following are acceptable methods for delivering documents (letters, architectural applications etc.) to the association:

- 1) 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 address above.
- 2) Personal delivery to the association's business address listed above during regular business hours. A written receipt will be provided upon request.

Methods of delivering documents or correspondence that **are not** authorized by the association: Due to the unreliable nature of e-mail, facsimile, and other electronic means of communication the association has deemed these as unacceptable forms of communication. If an owner chooses to send documents or communication in this manner the association will only accept them **upon receipt**. An acknowledgment that your document or correspondence was received will be sent to you.

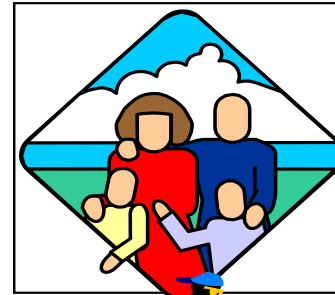
Owners sending documents or other communication should never assume that they are received by the intended party. Mail can be lost or delayed etc. Owners should contact their association manager to verify that correspondence or documents have been received.

ISLAY POINTE VILLAS HOMEOWNERS ASSOCIATION

Rules and Regulations

1. PREMISES/Common Areas:

1.1 Common areas **WILL** be treated with respect at Each owner will be responsible to the Association for any damage or destruction of Association's property or equipment caused by the negligence and/or willful misconduct of the family members, tenants, or guests. **(See 5.15**



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1.2 The riding of skateboards is not allowed on the premises. Roller skates, inline skates, bicycles and mopeds may be ridden on Manzanita only – not on the walkways.



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1.3 Because of pedestrian traffic, tricycles and bicycles ridden on the sidewalks within the common areas at anytime.

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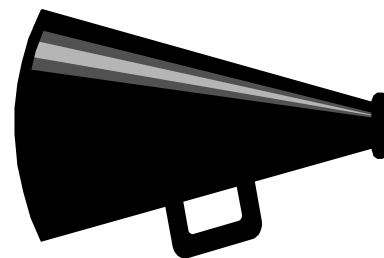
1.4 For the security and safety of ALL residents, "Rough Play", as defined by the Board of Directors, is **NOT** allowed at anytime on the premises.

1.5 Garage doors are to be kept closed as per the CC&R's. However, it is generally acceptable to leave garage doors open up to 12-inches.

1.6 No Drones: For the safety and privacy of all occupants in the Project and to protect the property in the Project, the use of drones, unmanned aerial vehicles (UAV), or similar remote or radio controlled or operated devices shall not be allowed anywhere in the Project.

2. NOISE:

2.1 All activities of owners, tenants, and guests conducted in a manner so as **NOT** to disturb others or create a nuisance in any way. This loud music and T.V. volume. Please that you share a common wall with your next neighbor. **(See 5.8 and 5.14 below)**

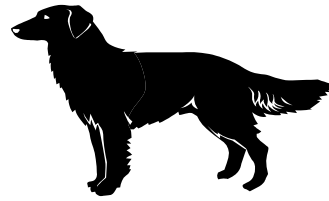


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2.2 The IPVHOA has adopted the noise ordinance rules of the City of San Luis Obispo, which are enforced by the San Luis Obispo Police Department. Telephone them at **781-7317** to report excessive noise.

2.3 As stated in several areas in this document, owners are ultimately responsible for all actions by their tenants and guests. This includes noise complaints of any kind. Any and all such complaints are subject to the owner, not the tenant, being fined.

3. PETS:



- 3.1 Dogs **MUST** be kept on a leash at all times while on the premises. **(See 3.6 below)**
- 3.2 Pet owners **WILL** be held responsible for their pets. All pet droppings **MUST** be immediately picked up by the pet owner and properly disposed of.
- 3.3 Owner's yards **MUST** be kept pet odor free at all times.
- 3.4 Areas where pets are maintained (as in garages, on decks, or in yards) **MUST NOT** be cleaned by hosing, sweeping, or blowing pet debris onto any common area or adjoining property.
- 3.5 Pets **MUST** not be allowed to disturb other residents at anytime by barking, howling, etc.
- 3.6 ALL pets maintained within the premises **MUST** be in compliance with all rules as set forth by the San Luis Obispo County Animal Regulations. Telephone them at **781-4400**. **(See 3.1 above)**
- 3.7 Pets are **NOT** allowed inside the pool area, pool, spa or clubhouse at anytime. **(See 5.9 below)**
- 3.8 In an effort to protect residents from personal harm and possible litigation, beginning June 30, 2007, dogs commonly know as "Dangerous Dog Breeds" (i.e. Pit Bulls, Rottweilers, Chow Chows, Doberman Pinschers), as well as dogs that have any lineage of these breeds, are prohibited at Islay Pointe Villas. In addition, due to the limited size of private yards, residents of Islay Pointe Villas are strongly urged to own smaller, non-aggressive dogs.
- 3.9 A maximum of 2 orderly dogs and/or cats are permitted, provided that they are not kept, bred or maintained for commercial purposes. Aquarium type fish and/or 2 small caged birds are also permitted. No other common domestic household pet or animal including livestock, poultry, exotic or rodent species may be kept in any unit, storage unit or in any common area.

4. TRAFFIC/PARKING:



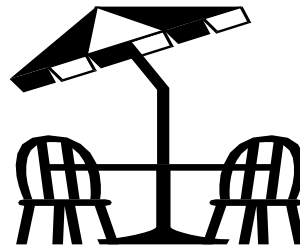
It is the intention of the IPVHOA and the IPVHOA Board of Directors to apply the City of SLO Traffic/Parking ordinances wherever and whenever possible. The following traffic/parking rules are strictly enforced. Your cooperation in strongly adhering to same is appreciated and will avoid vehicles from being ticketed and/or towed.

- 4.1 The speed limit within all areas of IPVHOA is 10 MPH with a zero violation tolerance. **All violators will be fined a minimum of \$100.00 per occurrence.**
- 4.2 All Vehicles **MUST** come to a complete stop at all stop signs within Islay Point Villas. Violators will be cited and fined on the first offense, without benefit of a warning letter in accordance with the "Fines & Penalties" contained herein.

- 4.3 No motor homes, oversized recreational vehicles (i.e.; Monster trucks, etc.) or trailers are allowed within any of the areas of Islay Pointe Villas for longer than it takes to load or unload. **ABSOLUTELY** no parking or storing of these types of vehicles/trailers will be allowed at anytime.
- 4.4 Unattended vehicles, with the exception of service vehicles or vehicles that are involved in "Earnest Activity" that are illegally parked and/or are blocking garage doors or fire lanes are subject to ticketing with monetary penalties and/or **IMMEDIATE** towing at the vehicle owner's expense.
- 4.5 All guests of Islay Pointe Villas **MUST** display in plain sight the Parking Placards that have been furnished for all surface parking AND follow the rules **as set forth in 4.7 and below.**
- 4.6 **RESIDENT'S** may use the guest parking spaces for no more then 6 hours between the hours of 7 A.M. and 7 P.M. Between 7 P.M. and 7 A.M. there shall be no resident parking at all. The 6-hour period starts when the vehicle is first parked. It is not practical for the HOA to keep track of comings and goings of residents' vehicles during the day. For example, if a resident's vehicle is first parked at 8 A.M., that resident will be in violation if any vehicle belonging to that resident is parked at any time in any space that day after 2 P.M., regardless of how much time any vehicle belonging to that resident is parked during those 6 hours between 8 A.M. and 2 P.M. Resident's vehicles **MUST** display in plain sight the **green** parking placard assigned to their unit when parked in a guest parking space. Any resident vehicle found to be violating the parking rules is subject to a \$100 monetary penalty and may be towed at the owner's expense.
- 4.7 **GUEST** vehicles **MUST** display the **Red** parking placard assigned to the unit when parked in a parking space. Guests may park for three (3) days in a seven (7) day period. The seven (7) day period starts when the vehicle is first parked. Each day or part thereof that the vehicle is in a parking space counts as one (1) day. Vehicles exceeding the three (3) day limit may be towed at the car owner's expense and / or the resident may be fined
- 4.8 Any vehicle parked on the premises without a parking placard may be towed at any time at the vehicle owner's expense.
- 4.9 There is a \$50.00 charge per set for new parking placards.

5. **SWIMMING POOL/SPA:**

- 5.1 Swimming pool and Spa hours are as posted in the Pool/Spa area and are subject to change with the seasons.
- 5.2 Pool/Spa guests shall be limited to four (4) at any one time per any one Islay Pointe Villas household and **MUST** be in possession of the "Green IPVHOA Key Float" while in and using the Pool/Spa area.
- 5.3 Persons under the age of **16** must be accompanied at all times by a resident of Islay Pointe Villas over the age of **18**.
- 5.4 Safety equipment in and around the Pool/Spa shall be used **ONLY** in case of an emergency.
- 5.5 No glass is allowed in the Pool/Spa area at anytime.



- 5.6 No alcohol or food is allowed in the Pool/Spa area at anytime.
- 5.7 Smoking is not permitted within the pool/spa area/club house area at anytime
- 5.8 All activities of owners, tenants, and guests are to be conducted in a manner so as not to disturb or annoy others or create a nuisance in any way while using the Pool/Spa. **(See 1.1 and 2.1 above)**
- 5.9 Other than Seeing Eye Dogs, **NO** pets are allowed in the Pool/Spa area at anytime. **(See 3.7 above)**
- 5.10 No hard or sharp objects shall be used in the Pool/Spa at anytime.
- 5.11 No surfboards or boogie boards are allowed in the Pool/Spa.
- 5.12 Proper swimming attire is required at all times in the Pool/Spa and area.
- 5.13 All gates into the Pool/Spa area **MUST** be kept closed at all times.



- 5.14 Portable radios, CD players, etal., **MUST** be played using batteries only, **AND** played through headphones. **(See 2.1 above)**
- 5.15 Owners shall be held responsible to the Association for any damage or destruction done to Pool/Spa. **(See 1.1 above)**
- 5.16 An adult (18+) resident **MUST** be on the premises whenever guests are using the pool. Unusual circumstances may be requested through the Property Management Company. **(Goetz Manderley @ 544-9093).**
- 5.17 The “Green IPVHOA Key Float” and key is the property of the Islay Pointe Villas Homeowners Association. A charge will be assessed to replace same.
- 5.18 All children who are not potty trained are required to wear a swimming diaper when they are in the pool. All diapers are to be carried from the pool area and disposed of at the residence, NOT in the pool trash containers or the pool area.

6.0 CLUBHOUSE:



The clubhouse may be scheduled for private parties. However, NO public, political or commercial gathering will be allowed. Reservations are on a first come, first served basis. Contact a member of the Clubhouse/Pool Committee to make a reservation. Use of the facility is subject to all general Pool/Spa and Clubhouse rules as follows:

- 6.1 The Clubhouse may only be reserved by an Islay Pointe Villa owner/resident in good standing and must be completed no more than four weeks in advance. Please see agreement in the Clubhouse.
- 6.2 All Clubhouse reservations may include the use of the Pool/Spa, but such use is **NOT** exclusive and other residents may use the Pool/Spa at the same time.

- 6.3 All uses of the Clubhouse will follow and be in conformance with the Use Agreement that will be signed at the time the reservation is made and a deposit is collected.
- 6.4 The owner/resident who reserves the Clubhouse is responsible for informing all guests of the rules as described herein and pertaining to the Clubhouse, Pool/Spa and area. Such owner/resident is expected to be present during the use of the facility.
- 6.5 Reservations may be made for a maximum of four (4) hours beginning no earlier than 10:00 a.m. and not extending past 10:00 p.m.. Evening functions must be completed, including clean up, by 10:00 p.m.
- 6.6 All **NON-RESIDENT** guests attending a Clubhouse function **MUST** park off premise.

7. SATELLITE DISH INSTALLATION GUIDELINES

- 7.1 Only satellite dishes less than one meter in diameter are allowed under these guidelines.

The satellite dish may not be mounted to the stucco or attached to the roof of any unit. Typically, the appropriate place to install a dish will be to the wooden eaves, feature strips and railings of the unit.

The satellite dish must be completely within the confines of the exclusive use area; it cannot overhang or extend beyond the patio or balcony.

Every effort must be made to make the satellite dish, and supporting wiring, as unobtrusive as possible. Supporting wiring shall be run inside the unit whenever possible. Dishes and exposed wiring may be required to be painted the color of the exterior of the unit to hide its appearance.

The location and installation of satellite dishes are subject to review by the Architectural Review Committee prior to installation.

8. CITATION PROCEDURE:

- 8.1 A violation of the CC&Rs, Bylaws, or Rules and Regulations must be observed by an Islay Pointe Villas resident in order to be brought before the Board for action. The matter and its particulars must be put in writing, addressed to the Board of Directors at the following address:

**Islay Pointe Villas H.O.A.
c/o The Management Trust
1400 Madonna Road
San Luis Obispo, CA 93405.**

- 8.2 The Association manager will notify the homeowner who is alleged to have committed the violation. The tenant, if applicable, will be sent a courtesy copy of such notice. The notice will state the nature of the violation and refer to the specific section and/or rule that was violated. Moreover, the notice will advise the homeowner that he or she has a right to request a hearing provided a written request is made within fifteen (15) days of the notice.
- 8.3 If the homeowner requests a hearing, the Board will hear such matter at the next scheduled Board meeting following the regular business session. Should the Board not

have a quorum at that meeting, the hearing will be continued to the next regularly scheduled Board meeting.

- 8.4 Within fifteen (15) days of the hearing the Association manager will notify the homeowner, by certified mail, of the decision to either enforce or rescind the penalty.
- 8.5 The penalty payment will be due as of the date of the certified mailing. The penalty payment will be considered late if it has not been received by the Association prior to the next monthly dues payment late date. All penalty payments shall be assessed to the owner's monthly assessment account and are subject to the late charges and interest as further described in the Board resolution entitled "Standard Procedure for Collection of Delinquent Homeowner Accounts".

9. FINES & PENALTIES:

- 9.1 Unless otherwise stated herein, monetary fines shall be assessed in accordance with the following schedule:

First Offense:	Warning Letter
Second Offense:	\$50.00
Third Offense:	\$100.00
Each Additional Offense:	\$150.00 per occurrence

- 9.2 The Board may also suspend voting and recreational privileges for a period not to exceed thirty (30) days for each violation, following a hearing on the matter.
- 9.3 Any costs attributable to items mentioned above due to the negligence of the owner or tenants or other items specified in the By-Laws may be charged to the owner. Other issues referred to in the By-Laws are always in effect and take precedence.
- 9.4 These rules are not intended to be all-inclusive but rather serve as guidelines for Owners, Tenants, and Guests and may be changed and/or modified at anytime by the Board of Directors. Any violation of same will be dealt with as deemed first by law and then by the Board of Directors, in that order.
- 9.5 Owners who lease their unit for less than thirty (30) days will be called to a fine hearing where the Board of Directors may impose a fine of \$1,000.

END OF RULE AND REGULATIONS

Discipline and Dispute Resolution Procedures of
Islay Pointe Villas Homeowners Association

In compliance with California Civil Code 5905 the Board of Directors has adopted the Dispute Resolution Procedure below. The following procedures are intended to help resolve disputes between homeowners and the association in a fair, reasonable, expeditious and cordial manner.

I.

Discipline Procedure

(Monetary Penalties, Suspension of voting rights, etc.)

To enforce any alleged violation of the CC&Rs, Rules or other governing documents of the Association (except for the failure to pay assessments), the Board must give the owner written notice setting forth the nature of the alleged violation and the date, time and place of the Board hearing according to the following:

- (A) The notice of hearing must be sent to the owner by prepaid first class or registered United States mail (to the most recent address in the Association's records) or personally delivered at least ten (10) days before the hearing before the Board.
- (B) The written notice shall state that the owner has the right to attend the hearing and may address the Board at the hearing.
- (C) The hearing shall be held in closed executive session of the Board, if requested by the owner.
- (D) Following the hearing, the Board must decide whether or not the owner should in fact be disciplined. The written notice of the decision and penalty or discipline must be sent to the owner by personal delivery or first-class mail within fifteen (15) days of the action by the Board.

At any time the owner or the Association may invoke the following dispute resolution process, which may or may not affect the above discipline procedures.

II.

Dispute Resolution Procedures

Please keep in mind that the following procedures do not replace the Alternative Dispute Resolution per Civil Code 5925 This law requires associations and owners to use mediation or arbitration under most circumstances before they are allowed to file a lawsuit. These procedures apply to a dispute between the association and a member involving their rights, duties, or liabilities under the Nonprofit Mutual Benefit Corporation, the CC&Rs or under the other governing documents of the association.

- A. Either party to a dispute, within the scope of the section listed above, 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) A member of an association 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 one or more members of the board to meet and confer.
- (4) The parties shall meet within 30 days of receipt of the written request 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) Only the member and the designated Board member(s) shall be allowed to meet on confer. No agents to either party or legal counsel will be allowed to participate in the meeting.
- (6) The Association may involve a neutral third party of its choosing to mediate the dispute.
- (7) 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. The written resolution shall state that the resolution is subject to ratification by the Board and is subject to review by the Association's legal counsel.

B. An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
- (2) 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.

C. A member of the association may not be charged a fee to participate in the process.

III.

Requirements Prior to Filing a Lawsuit

In accordance with Civil Code Section 5965, the following are the requirements an owner must follow, as applicable, prior to filing a lawsuit or other proceeding:

A. Definitions for terms used in this Section III.

(1) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(2) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for: (a) enforcement of the Davis-Stirling Common Interest Development Act; (b) enforcement of the Nonprofit Mutual Benefit Corporation Law; (c) enforcement of the CC&Rs, rules and other governing documents of the Association.

B. Filing enforcement actions

(1) The Association or an owner may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution as described below.

(2) This section 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 five thousand dollars (\$5,000).

(3) This section does not apply to a small claims action and assessment disputes.

C. Request for Resolution

(1) Any party to a dispute may initiate the process by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include: (a) a brief description of the dispute between the parties; (b) a request for alternative dispute resolution; (c) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected; (d) if the party on whom the request is served is the owner of a separate interest, a copy sections 5925 through 5965 of the *Civil Code*.

(2) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(3) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

D. Timeline for completion, Inadmissibility in Court, Costs

(1) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(2) Evidence obtained through mediation shall be inadmissible in court

(3) The costs of the alternative dispute resolution shall be borne by the parties.

E. Tolling of statute of limitations

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation may be tolled during this process.

F. Certificates filed with initial pleading

(1) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (a) alternative dispute resolution has been completed in compliance with this article;

(b) one of the other parties to the dispute did not accept the terms offered for alternative dispute resolution; (c) preliminary or temporary injunctive relief is necessary.

(2) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this procedure would result in substantial prejudice to one of the parties.

(3) The costs of the alternative dispute resolution shall be borne by the parties.

G. Award of fees and costs

In an enforcement action in which fees and costs may be awarded pursuant to Civil Code Section 5975, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5905 of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

ISLAY POINTE VILLAS HOMEOWNERS ASSOCIATION

ASSESSMENT DELINQUENCY POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Association, to the enhancement of the property values of our homes and for the health, safety and welfare of the owners and tenants. Assessments are the lifeblood of the Association. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (the "CC&Rs") and the California Civil Code to enforce the owner's obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly-adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and Article 2 and 3 of Chapter 8 of the Civil Code, the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (Civil Code 5650(a))
2. Regular monthly assessments are due and payable on the first day of each month. All other assessments, including special assessments, are due and payable on the date specified by the Board in the Notice of Assessment, which date will not be less than 30 days after the date of 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 attorneys' fees, unless the owner indicates the payment is to be applied in a different manner, or the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within 15 days of the stated due date are delinquent and shall be subject to a late charge of \$10.00 or 10% of the delinquent assessment, whichever is greater.
5. An interest charge at the rate of 12% per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and costs of collection, which may include attorneys' fees. Such interest charges shall accrue 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 30 days, at the option of the Association, all installments may 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, interest, and other charges as provided herein.
7. A first notice of past due assessments (an account statement or late letter) will be prepared and mailed after an assessment becomes delinquent.
8. If an assessment is not received within 30 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 as required by Civil Code Section 5740(b) (for liens that may record before January 1, 2003) or 5660 (for liens that may record on or after January 1, 2003), 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. Prior to the recording of a lien, homeowners that are delinquent will be sent a “pre-lien” letter that will include an offer by the association to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association’s meet and confer program required by Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code.
10. If an owner fails to pay the amounts set forth in the pre-lien letter within 30 days of the date of that letter, the Association or its designee will 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. Prior to recording of a lien, the Board of Directors will approve the recording of the lien in open session at a regular or special board meeting.

The owner will be charged for the fees and costs of preparing and recording the lien. Thirty days following recordation of the lien, the lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure.
(Civil Code Sections 5673, 5675, 5700, 5705, 5710, 5715, and 5720).
11. An owner is entitled to inspect the Association’s accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
12. 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, interest, and costs of collection associated with collection of those assessments.
13. 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 to grant payment plan requests. Generally the Board will accept a payment plan when a lien is already in place or when the owner agrees to allow a lien to be recorded against the owner’s property and the payment plan requires payment in full (including all assessments, interest, late charges, costs of collection and attorneys’ fees) within 90 days. The payment plan should be in writing and signed by the owner. The Association or its collection agent may charge a fee for the monitoring of an approved payment plan.
14. 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.
15. 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.
16. All charges listed herein are subject to change upon thirty 30 days’ prior written notice.
17. **The mailing address for overnight payment of assessments is:**

**Islay Pointe Villas Homeowners Association
1400 Madonna Road
San Luis Obispo, CA 93405**

18. The association may not foreclose unless delinquent assessments are greater than \$1,800 or greater than one year in arrears.

19. Prior to commencing foreclosure, the association will offer to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the offer of such informal dispute resolution, pursuant to the association's meet and confer program required by Article 2 (commencing with Section 5900) of Chapter 10 of the Civil Code and will also offer to engage in formal alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925-5965.
20. Prior to commencement of foreclosure, the Board of Directors will approve the foreclosure in executive session and note the approval in the regular minutes of the association without identification of the name of the individual.
21. All foreclosures shall be subject to a ninety (90) day right of redemption.
22. Owners are entitled to give the association a secondary address for both fiscal matters and collection matters. Fiscal second address notices may be served on the association by facsimile or first class mail. Collection second address notices must be served on the association in a way that shows that the association received it. (i.e., Fed Ex, certified, or registered mail.) The owner must state, in writing, what the second address is to be used for, i.e., fiscal or collection second address.

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 to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

Islay Pointe Villas Homeowners Association Architectural Review Procedure

In compliance with Civ. Code (4765) the Association has adopted the following Architectural Review Procedure. This procedure applies to all owners interested in making any change to the exterior of their unit, the common area, satellite dishes, solar panels, and any other change that the governing documents of the Association requires to be reviewed for approval. This procedure does not replace any other architectural rule or policy that is in the governing documents of the association.

1. All owners must submit their architectural applications to the Association's management company only. All applications will be date stamped by the management company on the day they are received.
2. The Association's Board of Directors shall render a decision within **45 days** of the date the application was received by the management company. If the Board of Directors requires additional information, the tolling of the 45 day decision period will cease until the Board receives all the information they require to make a decision.
3. A decision on a proposed change (application) shall be made in good faith and may not be unreasonable, arbitrary, or capricious.
4. A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code, or a building code or other applicable law governing land use or public safety.
5. A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include an explanation of why the proposed change is disapproved. The Board of Directors is not required to reconsider a decision made by the Board of Directors or a body that has the same membership as the Board of Directors, at a meeting that satisfies the requirements of Article 2 (commencing with Section 4900) of Chapter 6 of the Civil Code. Reconsideration by the board does not constitute dispute resolution within the meaning of Section 5905 of the Civil Code.
6. Some of the changes that require association approval are any change to the exterior of your unit, landscaping, use of common areas, fences, walls, and drainage. Please refer to Section 17.5 of your CC&R's for a complete description of changes requiring association approval. Contact your community association manager for assistance.

Please submit all applications for a proposed change to:

The Management Trust

1400 Madonna Rd.
San Luis Obispo, CA 93405

SATELLITE DISH INSTALLATION POLICY AND GUIDELINES

1. Only satellite dishes less than one meter in diameter are allowed under these guidelines.
2. The satellite dish may not be mounted to the stucco, or attached to the roof, of any unit. Typically, the appropriate place to install a dish will be to the wooden eaves, feature strips and railings of the unit.
3. The satellite dish must be completely within the confines of the exclusive use area, and therefore can not overhang or extend beyond the patio or balcony
4. Every effort must be made to make the satellite dish, and supporting wiring, as unobtrusive as possible. Supporting wiring shall be run inside the unit whenever possible. When wiring is exposed, it may be required to be painted the color of the exterior of the unit to hide its appearance.
5. The location and installation of satellite dishes are subject to review by the Architectural Review Committee prior to installation.

SUMMARY: Any deviation from these guidelines requires prior written permission from the Architectural Review Committee. The only permissible reason for the granting of such a request is the inability to properly receive the satellite signal in the location mandated by the guidelines. Requests for such permission should be addressed to the Islay Pointe Villas Architectural Review Committee c/o The Management .

ISLAY POINTE VILLAS HOMEOWNERS ASSOCIATION ELECTION POLICY
Adopted June 3, 2020

The following Election Policy applies to all matters of the Association that require a membership vote for approval and adoption. Such matters include, but may not be limited to, election or removal of members of the Association's Board of Directors, amendments to the Association's governing documents, assessment increases that legally require a membership vote, and granting of exclusive use common area property pursuant to *Civil Code* 4600

1.0.1 Campaigning.

- (a) All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters, or Internet Web sites (if any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications unless said content, if published, would subject the Association to legal action for republishing same. In addition, the Association may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
- (b) All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost.
- (c) Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the Association (except the ballot and voting materials and equal access communication sent pursuant to this policy).

1.0.2 Notice of Election Meeting and Nomination of Candidates.

- (a) At least ninety (90) days before an election meeting of the Association, and at least thirty (30) days prior to the deadline to submit nominations for candidates, the Board of Directors or its agent shall:
 - (1) Send a Notice of Election Meeting to each member of record. Individual notice shall be delivered pursuant to Civil Code Section 4040 if such notice is requested by a member. This Notice shall state the location, date and time of the election meeting and the identity and address of the Election Inspector.
 - (2) Mail, hand deliver or electronically deliver (with member consent) to each owner a Candidate Nomination Form which, among other things, shall set forth the deadline for submission of the Nomination Form and the procedure for such submission to the Election Inspector(s).

- (b) At least thirty (30) days prior to the mailing of ballots, the Association shall mail, hand deliver or electronically deliver (with member consent) to each owner a list of all candidate's names that will appear on the ballot.
- (c) At least thirty (30) days prior to the election meeting, the Election Inspector(s) shall individually deliver the ballots to the members and either individually deliver a copy of the election rules or notice that the election rules are posted on an internet website which is identified. If posted, the notice shall state in at a font size of at least 12-point on the ballot: "The rules governing this election may be found here: www._____."
- (d) Each member of the Association's Board of Directors and nominees for the Board shall be a unit owner or a qualified representative. Qualified representatives include Trustees of Trusts, Officers or Managers of Corporations or LLCs or general partners of partnerships of LLP's.
- (e) Only Owners may nominate themselves or another Owner/qualified representative. Only Owners may serve as a director except when the Bylaws or CCRs permit the Declarant to appoint or nominate non-owners. Qualifications shall be as set forth in the Bylaws except as otherwise provided in California law;
- (f) Any candidate nominated by another person will be contacted to confirm that such candidate consents to having his or her name placed in nomination for election to the Board. If confirmation of consent is not obtained, the nominated candidate will not appear on the ballot.
- (g) All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot. Qualifications to run for the Board shall be the same as those to serve on the Board. The following candidates and directors shall be disqualified from running or serving on the Board:
 - (1) An owner with a prior criminal conviction that would prevent the association from obtaining or maintaining the required fidelity bond under California law;
 - (2) An owner whose election would result in joint owners of a separate interest serving on the board at the same time:
 - (3) An owner who is delinquent in payment of regular or special assessments and who has had an opportunity to engage in Internal Dispute Resolution, has not paid amounts in protest and who is not making payments to Association under a payment plan.
- (h) Notwithstanding any provision in the Bylaws, all qualifications for directors shall comply with the provisions of Civil Code Section 5100-5115 as amended from time to time.

- (i) Any candidate who is disqualified has the right to request Internal Dispute resolution (IDR) with the Association to have the grounds for the disqualification reviewed in an effort to resolve the dispute.
- (j) The Candidate Nomination Form must be returned to the Association at the address provided and by the deadline stated on such form. Nominations from the floor of the election meeting for candidates for the Board shall be permitted. Write in candidates shall not be permitted.
- (k) Procedures for nominations for election to the Board shall comply with Corporation Code Section 7520, Civil Code Sections 5100-5130 as amended from time to time.

1.0.3 **Secret Ballot Procedure; Record Date.**

- (a) Ballots and a pre-addressed envelope with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than thirty (30) days prior to the deadline for voting.
- (b) Ballots must ensure the confidentiality of the voters.
 - (1) A voter may not be identified by name, address, or unit number on the ballot;
 - (2) The ballot may not require the signature of the voter;
 - (3) The ballot itself is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left-hand corner of the second envelope, the voter prints and signs his or her name, address, and unit owned. If there are multiple units owned by the same person there will be multiple ballots, each with its own envelope. The second envelope is addressed to the inspectors of election, who will be tallying the votes.
- (c) Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting; provided only those ballots which are delivered to the inspectors of election prior to the polls closing shall be counted. A non-Owner who holds a general power of attorney for an Owner or a valid proxy shall be entitled to receive a ballot and cast said ballot.
- (d) A member may request a receipt for delivery. The record date for purposes of voting shall be the date the ballots are mailed to all of the owners.
- (e) In the event California law is amended to permit electronic voting, the procedures allowed in said provisions shall automatically be deemed to be permitted by this Election Policy without the need for further amendment.
- (f) Cumulative voting is permitted as allowed by the Association's governing documents.

1.0.4 **Inspectors of Election.**

- (a) The Board shall appoint an independent third party as inspector of election prior to the opening of the secret ballots. Independent third parties include, but are not limited to:
 - (1) a volunteer pool worker with the County registrar of voters;
 - (2) a licensee of the California Board of Accountancy;
 - (3) a notary public;
 - (4) a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors;

A person who is currently employed or under contract to the Association (except specifically to act as an election inspector) shall not serve as an Election Inspector.

- (b) Prior to secret ballots being mailed to all of the owners, the Board shall determine the Election Inspectors to whom the secret ballots shall be returned
- (c) The inspectors of election shall also do all of the following:
 - (1) determine the number of memberships entitled to vote and the voting power of each;
 - (2) determine the authenticity, validity, and effect of proxies or powers of attorney, if any;
 - (3) receive ballots;
 - (4) hear and determine all challenges and questions in any way arising out of or in connection with the right to vote;
 - (5) count and tabulate all votes;
 - (6) determine when the polls shall close;
 - (7) determine the results of the election;
 - (8) perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable Rules of Association regarding the conduct of the election that are not in conflict with this section.
- (d) An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority shall be effective in all respects as the decision or act of all.
- (e) Any report made by the inspector or inspectors of election is prima facie evidence of the facts stated in the report.
- (f) The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties impartially and in good faith.

1.0.5 Handling of Ballots.

- (a) The Election Inspector(s) shall be designated by the Board of Directors and shall be identified on the Notice of Election Meeting. As secret ballots are returned to the Election Inspector(s), the Election Inspector(s) shall check off on a sign-in sheet

that a ballot has been received for such unit. The first secret ballot received for any unit shall be the ballot which is counted. Any subsequent ballots for the same unit which are received shall be deemed invalid and shall be discarded. Ballots received by the Election Inspector(s) shall be irrevocable.

- (b) The sealed ballots at all times shall be in the custody of the inspectors of election or at a location designated by the inspectors until delivered to the inspectors at the meeting for the opening of the ballots and the tabulation of the vote.
- (c) No person, including a member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are to be counted and tabulated.
- (d) After tabulation, election ballots, signed voter envelope, voter list, candidate registration list, and proxies shall be in the custody of the Inspectors of Election or stored by the Association as designated by Inspectors of Election in a secure place until the expiration of the time period for filing a challenge to the election under Civil Code Section 5145. In the event of a recount or other challenge to the election process, the Association shall, upon written request, make the ballots available for inspection and review by members of their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

1.0.6 Meeting at Which Secret Ballots Shall be Tabulated.

- (a) The inspector of the election shall tabulate the ballots for the election of the directors or other matters to which this policy applies at a meeting of the owners, or if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the general meeting of the Association called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of the annual or other general meeting of the owners and the concurrent special meeting of the Board in accordance with the Association's Bylaws.

1.0.7 Tabulation of Votes; Quorum Requirement.

- (a) All votes shall be counted and tabulated by the inspector of election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of Board members, as the case may be, must be present.
- (b) The inspector of election shall confirm that no more than one ballot was returned for each unit.
- (c) Any candidate or other member of the Association may witness the counting and tabulation of the votes.
- (d) In order for the vote for the election of directors to be valid, ballots must be returned by at least a quorum of the owners. If quorum is not obtained, no election will be conducted unless the meeting is adjourned and quorum is met at the rescheduled meeting.

1.0.8 **Announcement of Results.**

- (a) The results of the election shall be promptly reported to the Board of Directors and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.
- (b) Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office.
- (c) Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members.

RETURNED CHECK POLICY

A fee of \$35.00 plus bank charges will be assessed against the owner for returned checks. These fees do not preclude the member from being charged an additional fee if the non-sufficient funds check causes the member to be late in the payment of his or her assessment. If assessment are not paid in full by the published due date, the member has liability for possible additional fees as specified in the Assessment Delinquency Policy of the Association.

COLLECTION FEE DISCLOSURE

The association will charge an owner a collection fee of \$12.50 for each late statement on accounts that have an assessment balance due. The association will charge an owner a collection fee of \$50.00 for each pre-collection letter prepared and sent on delinquent accounts. These collection costs are in addition to late charges that the association assesses on delinquent accounts. These collection costs are charged to the owner's account to reimburse the association in accordance with the Association's delinquency policy and Civil Code Section 5650(b).

NOTICE OF RIGHT TO RECEIVE ANNUAL REPORT

You have the right to receive an annual report within 120 days after the end of the association's fiscal year upon written request.