



Brea Village Homeowners Association

DATE: NOVEMBER 15, 2020

TO: ALL HOMEOWNERS
BREA VILLAGE HOMEOWNERS ASSOCIATION

FROM: THE BOARD OF DIRECTORS
BREA VILLAGE HOMEOWNERS ASSOCIATION

SUBJECT: 2021 FISCAL YEAR ANNUAL POLICY STATEMENT
AND REQUIRED DISCLOSURES

In compliance with California Civil Code attached please find the following disclosures:

	Disclosure Item	Refer To:
1.	The name and address of the person designated to receive official HOA communications	Paragraph A below
2.	A statement that members may request notices be sent to up to two different addresses	Paragraph B below
3.	The location, if any, for posting a general notice	Paragraph C below
4.	Notice of member's option to receive general notices by individual delivery	Paragraph D below
5.	Notice of member's right to receive copies of the meeting minutes	Paragraph E below
6.	A statement of assessment collection policies	Assessment Collection Policy attached
7.	A statement describing policies in enforcing lien rights	Assessment Collection Policy attached
8.	A statement describing the association's discipline policy	Fine Policy attached
9.	A summary of dispute resolution procedures	ADR/IDR Disclosure attached
10.	Architectural approval requirements	Architectural Guidelines and/or Summary attached
11.	The mailing address for overnight payment of assessments	Assessment Collection Policy attached

- A. Members may send all Association communications to the Brea Village Homeowners Association at 8 Whatney, Ste 100, Irvine, CA 92618, attention Managing Agent.
- B. Any Member may submit a written request to have Notices sent to up to two different specified addresses. If requested, the Association shall send any and all correspondence and legal notices required to both the primary and secondary address.
- C. The Association has designated the common area bulletin board for posting General Notices including Board Meeting Notices, Agendas and/or Notices of Pesticide Application.
- D. Any Member has the option to receive General Notices by Individual Notice or Delivery, provided that the request is made in writing and mailed to the Association in a manner that shall indicate the Association has received it.
- E. In further compliance with the California Civil and Corporations Code, notification is being given to the Membership that to receive copies of the Minutes of the meetings of the Board of Directors, contact the Brea Village Homeowners Association at 8 Whatney, Ste 100, Irvine, CA 92618. The cost to copy shall be the responsibility of the requesting Member.

Please contact Villageway Management, Inc. at 949-450-1515 should you have any questions regarding the material enclosed.

Villageway Management, Inc.
8 Whatney, Ste 100, Irvine, CA 92618
Phone (949) 450-1515 ■ Fax (949) 585-0146 ■ E-mail: vmi@villageway.com

BREA VILLAGE HOMEOWNERS ASSOCIATION

Request for Annual Notice of Address, Representative and Rental Status Civil Code, Section 4041

New Civil Code, Section 4041, effective January 1, 2017, requires your Association to request each owner of a separate interest to provide written notice to the Association of all the following information annually. **Please provide the information in the form below and return the completed form to the Association within 30 days to 8 Whatney, Ste 100, Irvine, CA 92618**

1. The address or addresses to which notices including billing invoices from the Association are to be delivered.

2. A secondary address to which notices, including billing invoices from the Association are to be delivered. This address will be used in *addition* to the address above noted in item #1.

3. The name and address of your legal representative, if any, including any person with power of attorney, or other person who can be contacted in the event of your extended absence from the separate interest.

4. Is the separate interest – (Check one)

<input type="checkbox"/>	Owner-Occupied?
<input type="checkbox"/>	Rented Out?
<input type="checkbox"/>	Developed, but vacant?
<input type="checkbox"/>	Undeveloped?

5. Member Name: _____

Property Address: _____

Brea Village Homeowners Association

Assessment Collection Policy

The Board of Directors of your Association has the obligation to oversee the collection of all Association regular and special assessments in a timely manner. Based upon the Association's Governing Documents and in compliance with *California Civil Code* the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent assessment accounts. *All collection costs incurred are charged to the account of the delinquent homeowner and are subject to change without notice.*

Regular Assessment Due Date

Regular **monthly** assessments are due the first day of each and every month. Funds should be made payable to **Brea Village Homeowners Association** and mailed to P.O. Box 2017, Tustin, California 92781-2017.

Overnight payments may be sent in c/o Villageway Management, Inc., 8 Whatney, Suite 100, Irvine, CA 92618. Correspondence and/or payments may also be made in person, Monday thru Friday, from 8:30 am to 5:00 p.m. Information for "Overnight Mailings" may be found on the Villageway website <http://www.villageway.com> under the "Pay Dues" tab at the upper top right hand corner.

Courtesy Invoices and Homeowner's Responsibility

An invoice is a **courtesy only**. It is the homeowner's responsibility to pay **each monthly** assessment on the **first day** of each and every month, regardless of the receipt of the monthly invoice. It is also the homeowner's responsibility to provide **written** notice of any changes in the billing address, and/or change(s) in the title of the property, to the Homeowner's Association in care of its management agent.

Special Assessment Due Date

On date specified by Board of Directors in notice imposing the assessment. (Due date: Minimum thirty (30) days after assessment imposed.)

Payment Receipts

Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address c/o of Villageway Management Inc., 8 Whatney, Suite 100, Irvine, CA 92618.

Returned Bank Items

All returned bank items will be subject to a \$30.00 Returned Bank Item Fee. All returned bank items that remain unpaid will be referred to the District Attorney's Office.

At 30 Days Past Due Date

A late charge of **\$10.00** will be assessed on the delinquent assessment. An administrative processing charge of **\$10.00** will also be assessed to the delinquent account.

Interest shall be imposed on all sums due, including assessments, collection costs, and late charges, at an annual rate of 12%. Interest will be applied when turned over to the Attorney for collection.

Special assessments payable in installments which are delinquent more than thirty (30) days will be accelerated and the entire unpaid balance of the special assessment is due and payable immediately. Remaining balance subject to late charges

and interest as provided above.

At 45 Days Past Due Date

Pre-lien letter via first class mail and certified mail, to all owners of record itemizing all amounts due, along with a copy of this Assessment collection policy.

Cost of the Pre-Lien notification is \$75.00 per owner of record.

Prior to the recording of a lien, homeowners that are delinquent will be sent a "pre-lien" letter. The pre-lien letter will include an offer by the association to engage in informal dispute resolution upon receipt of a written request within thirty (30) days of the pre-lien letter, pursuant to the association's meet and confer program required by the *California Civil Code*.

"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT INTERVENTION."

You have the right to inspect the Association's records pursuant to Corporations Code section 8333. You have the right to request a meeting before the Board of Directors to discuss a payment plan. If it is determined that your assessments were paid on time to the Association, you will not be liable to pay the charges, interest, and costs of collection.

Any payments made by you toward the debt set forth in your statement shall first be applied to the assessments owed, and only after assessments owed are paid in full, shall payments be applied to the fees and costs of collection, attorney's fees, late charges or interest.

If it is determined that your assessments were in fact paid on time to the Association, you will not be liable to pay the various charges, interests and costs of collection.

You may provide written notice by facsimile transmission or United States mail to the Association of a secondary address for purposes of collection. If a secondary address is provided, the Association shall send any and all correspondence and legal notices required to both the primary and secondary address.

You have the right to request a meeting with the Board of Directors, if you dispute the debt set forth in your statement. To do this you must submit to the Board of Directors a written explanation of the reasons for your dispute. The Board of Directors will respond to you within fifteen (15) days of the postmark of your explanation.

You also have the right to submit a written request to meet with the Board of Directors to discuss a payment plan for the debt set forth in your statement. The Board of Directors will meet with you in executive session within forty-five (45) days of the postmark of your request, if your request is mailed within fifteen (15) days of the date of the postmark of your Pre-Lien Notice.

Payment Plan Policy

Request by homeowners for payment plans to cure assessment delinquencies will be considered by the Association on a case-by-case basis. There is no guarantee written or implied that a payment plan will be granted. The Association has sole discretion whether to approve a requested payment plan. The submission of a payment plan request to the Association does not delay collection proceedings, does not constitute a waiver by the Association of any default, and does not relieve the owner of the obligation to pay all assessments, late charges, collection costs, and interest when due. The homeowner must submit the request in writing, and not later than fifteen (15) days of receipt of a Pre-Lien letter. The homeowner should describe in the request any circumstances, which the owner wishes the association to consider. The homeowner should also attach to the proposed payment plan a check for the amount of the first payment as proposed in the payment plan. If the owner wishes to submit a payment plan request after the owner has been contacted by the Association's attorney regarding the delinquent account, the request for a payment plan with all attachments should be remitted by the owner directly to the attorney. Owners are reminded that the regular monthly assessment themselves constitute a "payment plan," and the best plan is to pay all assessments when due so the Association will at all times have proper funding to maintain the common area.

Payment Plan Monitoring Fee of **\$25.00** will be due and payable for every month that the payment plan is in effect.

At 75 Days Past Due Date

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.

Title search will be conducted, Request for Notice of Sale and a Notice of Delinquent Assessment covering all delinquent sums, late charges, and reasonable collection fees will be recorded in the County of Orange Recorders Office. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property. A copy of the Lien Notice will be sent via first class mail and certified mail to all owners of record.

Cost of title search is at the current rate charged by the Title Company, cost of the Request for Notice of Sale is \$50.00 per recording, and cost of the Notice of Delinquent Assessment is \$250.00 plus \$50.00 for additional owners notified. The cost for preparing and recording a Release of Notice of Delinquent Assessment, upon payment in full of the outstanding balance, is \$85.00.

Foreclosure

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

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 the *California Civil Code* and will also offer to engage in formal alternative dispute resolution with a neutral third party also in accordance with the *California Civil Code*.

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.

All foreclosures shall be subject to a ninety (90) day right of redemption.

The Association's attorney will initiate foreclosure proceedings or an action for personal judgment. The initial cost to commence foreclosure is \$575.00. The property owner is responsible for this cost and any other additional collection fees. Once a matter is turned over to the Association attorney, you will receive notification from them regarding the amounts owed. Do not pay the amount listed on the Association generated assessment statement as it will not contain the additional fees and costs. Once legal collection proceedings have begun, all correspondence, payments or telephone communications will be referred to the Association attorney's office.

All costs incurred by the foregoing actions are a charge to the account of the delinquent property owner and are subject to change. Collection proceedings will be terminated only after both Association assessments and all collection and legal fees have been received.

If a lawsuit or foreclosure procedure is initiated by the Association to recover delinquent assessments, or if the Association is forced to defend an action brought by an owner to contest assessments and/or related charges, the Association is entitled, by its CC&Rs and by law, to recover from the homeowner not only the amount in default, plus late charges, but also reasonable costs of collection, including title company charges and attorney fees.

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 *California Civil Code* 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 non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial 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 non-judicial foreclosure subject to the conditions set forth in the *California Civil Code*. When using judicial or non-judicial 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.

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

The association must comply with the requirements of the *California 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.

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.

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.

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

PAYMENTS

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

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 5 of Chapter 4 of Title 6 of Division 2 of the *California 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 2 of Chapter 7 of Title 6 of Division 2 of the *California 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.

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist.

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

**INTERNAL DISPUTE RESOLUTION
AND
ALTERNATIVE DISPUTE RESOLUTION**

Pursuant to the requirements of California *Civil Code* Section 5920 and 5965, the Association hereby provides you with notice and a summary of the Internal Dispute Resolution (“IDR”) and Alternative Dispute Resolution (“ADR”) procedures as follows:

INTERNAL DISPUTE RESOLUTION:

Either party to a dispute within the scope of *Civil Code* Section 5900 - 5920 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 the 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 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.

An agreement reached under those sections 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.

A member of the Association may not be charged a fee to participate in the IDR process.

ALTERNATIVE DISPUTE RESOLUTION:

California *Civil Code* Sections 5925 through 5965 require community associations and their homeowners to offer to participate in some form of Alternative Dispute Resolution (“ADR”) prior to initiating certain types of lawsuits in superior court.

SCOPE OF STATUTE:

Civil Code Section 5925 (a) defines “Alternative Dispute Resolution” as mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties. *Civil Code* Section 5925 (b) defines “Enforcement Action” as a civil action or proceeding, other than a cross-complaint, filed by either individual homeowners or community associations, 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 Section 7110 of the *Corporations Code*.)
3. Enforcement of the governing documents of the common interest development.

The Association or an owner or member of the Association may not file an Enforcement Action in the superior court unless the parties have endeavored to submit their dispute to ADR pursuant to *Civil Code* Section 5930.

Civil Code Section 5930 only applies to an Enforcement Action that is solely for declaratory relief, injunctive relief, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of five thousand dollars (\$5,000). This section does not apply to a small claims action and except as otherwise provided by law, this section does not apply to an assessment dispute.

COMPLIANCE PROCEDURES:

The ADR process is initiated by one party serving all other parties with a "Request for Resolution," which shall include all of the following:

1. A brief description of the dispute between the parties.
2. A request for alternative dispute resolution
3. 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.
4. If the party on whom the request is served is the owner of a separate interest, a copy of *Civil Code* Sections 5925 – 5965.

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.

The party on whom a Request for Resolution is served has 30 days following service to accept or reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected by that party. If the party on whom a Request for Resolution is served, accepts the Request, the parties shall complete the ADR within 90 days after the party initiating the Request receives the acceptance, unless this time period is extended by written stipulation signed by both parties. The costs of the Alternative Dispute Resolution shall be borne by the parties.

Statements, negotiations, and documents made or created at, or in connection with, ADR (except for arbitration) are confidential.

If a Request for Resolution is served before the end of the applicable time limitation for commencing an Enforcement Action, the time limitation is tolled during the following periods:

1. The period provided in *Civil Code* Section 5935 for response to a Request for Resolution.
2. If the Request for Resolution is accepted, the period provided by *Civil Code* Section 5940 for completion of ADR, including any extension of time stipulated to by the parties pursuant to Section 5940.

Pursuant to *Civil Code* Section 5950 (a), 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:

1. ADR has been completed in compliance with this article.
2. One of the other parties to the dispute did not accept the terms offered for ADR.
3. Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to *Civil Code* Section 5950 (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 article would result in substantial prejudice to one of the parties.

Civil Code Section 5955 (a) provides that after an Enforcement Action is commenced, on written stipulation of the parties, the matter may be referred to ADR. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the *Government Code*.

FAILURE TO PARTICIPATE IN SOME FORM OF ADR:

In an Enforcement Action, in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in ADR before commencement of the action was reasonable.

In accordance with California *Civil Code* Section 5965, the Board of Directors of the Association hereby advises you of the following:

Failure by 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 your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

Brea Village Homeowners Association

Non-Compliance Procedure

1. A Non-Compliance letter shall be sent to the homeowner advising them the nature of the non-compliance and the time limit extended to rectify the non-compliance.
2. If the homeowner fails to rectify the non-compliance in the time extended, the homeowner will be sent a Notice of Hearing with the Board of Directors. This hearing will take place at the regularly scheduled Board of Directors executive session. The homeowner will be given at least ten (10) days notice prior to the meeting.
3. If the Board of Directors upholds the non-compliance, the Board of Directors may take one or more of the following actions:
 - A. Levy a Special Assessment.
 - B. A \$50.00 monthly special assessment for the first 60 day period of any continuing infraction.
 - C. A \$100.00 monthly special assessment for the 61 to 120 day period of any continuing infraction.
 - D. A \$150.00 monthly special assessment for the 121 to 150 day period of any continuing infraction.
 - E. A \$200.00 monthly special assessment for the 151 and beyond day period until compliance is obtained.
 - F. Suspend the homeowner's voting privileges as a member.
 - G. Begin legal litigation procedures.

BREA VILLAGE HOMEOWNERS ASSOCIATION

Rules and Regulations

Street Parking

No vehicle may be parked overnight on the streets within the community per the Brea City Code as well as our own Rules and Regulations. All homeowners are expected to park their cars in their garages with extra vehicles parking on the driveway. Garages that are utilized as storage units thereby necessitating the parking of the vehicles on the street are in non-compliance. (Per Brea City code).

Single Family Residential

All residences shall be used only for the residential purpose of a family. No part of a lot can be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending, or any non-residential purpose. (Per Brea City code).

Signs

Homeowners may not display signs, posters, billboards, or other advertising devices except for the following: (Per Brea City code).

- A. Home security signs.
- B. "For Sale" signs attached to a pole or stake in the yard.
- C. Garage Sales signs which must be removed immediately upon completion of the sale.

Repair of Vehicles

Vehicle repairs may only be made if "minor" and can be completed within the garage area. (Per Brea City code).

Recreational Vehicles

Homeowners (or guest) may not use their garage, campers, motor home, RV, etc, as a residence anywhere within the association. In addition, homeowners (or guest) may not park or store any large vehicle within the association. (Per Brea City code).

Commercial Vehicles

No commercial vehicles may be parked or stored at any home site at any time.

Animals

Pets are allowed in the association, but it is the homeowner's responsibility to take care of the pet. Animals are to be kept on a leash when not in their own yard, and the homeowner is expected to clean up after the pet has used any portion of the common areas of the association. (Per Brea City Code).

Garages

Garage doors are to remain closed except for entering and exiting. Garages should be maintained to accommodate two (2) automobiles. Parking outside is not permitted if there is space inside the garage. Garage doors that have windows are expected to be kept clean.

Window Covers

Windows can only be covered with proper window dressing such as drapes, shades, blinds, or shutters. Windows shall not be covered with paint, aluminum foil, cardboard, sheets, etc.

Trash Containers

All trash generated by the homeowner shall be kept in the City of Brea supplied containers. These containers must be stored in the garage and/or backyard concealed from view from the street at all times except during the trash pickup day.

Landscaping

A major project was just completed to restore/enhance the landscaping in the front yards of all Brea Village homes and it is the responsibility of our landscape maintenance firm to maintain this effort:

- A. The homeowner shall not alter, add/or delete plants from the landscaping scheme. If special attention is needed for your front yard, please contact the property management firm and they will instruct the landscape maintenance firm to conduct an appraisal to determine the proper solution.
- B. The homeowner shall not add fountains, figurines, etc., to the front yard landscaping.

- C. Any landscape clippings from the homeowner's backyard needs to be disposed of by the homeowner. The landscape maintenance firm has no obligation to pickup these clippings.

Outdoor Lights

The homeowner is allowed to install either solar or 12 volt 'Malibu' style lights in the front yard illuminating the landscaping and home. These lights need to be placed in the planting area with the wires buried under the mulch. No wires are allowed to be in any grass area that could be a safety issue for the landscape maintenance personnel.

The only exception is during the months of October, November, and December, in which Homeowners may decorate their residences, contingent upon the removal of the decorations within thirty (30) days of the Holiday.

Rear Fencing & Gate

The homeowner is responsible for the maintenance and condition of the fence that outlines the property line as well as the front gate. The current wrought iron fence can be repaired or replaced with similar fencing or can be substituted with a material to be approved by the Board of Directors.

Contractors

If you are conducting a major interior or backyard renovation to your home, please be aware of the following conditions:

- A. Construction project plans require the approval by the Board of Directors.
- B. Noise from construction activities must not start before 8:00 AM or continue after 6:00 PM.
- C. Vehicles belonging to contractors must not block neighboring driveways. The contractor's equipment shall not be left in front of the house overnight. Construction parking will be only allowed between the hours of 8:00 AM through 6:00 PM, Monday through Saturday.
- D. Temporary facilities, such as Port-a-Potties, must be situated on owner's property behind the gate concealed from view from the street.
- E. If dumpsters are used to collect construction debris, they must be parked in the owner's driveway. The dumpster shall not be placed on the street.
- F. Any damage sustained to the front yard grass and or landscaping in general, must be replaced or repaired at the homeowner's expense.

- G. If large equipment (i.e. trailers, heavy machinery, etc.) is required for construction, details of the equipment must be submitted with plans to the Board of Directors for approval.

Satellite Dishes

Satellite dishes and associated cables shall be installed as unobtrusively and inconspicuously as possible, consistent with good reception.

Exterior Appearance

The maintenance of the exterior of each home is the responsibility of the homeowner. This includes the windows, doors, garage doors, and stucco. If the stucco becomes unsightly from normal debris, the area should be cleaned. If the stucco becomes faded and chipped, the home will have to be painted. Once you decide to paint your home, contact the property management to obtain an Architectural Application and select paint colors.

Gutters

Each homeowner has the option of installing gutters on their homes. If the downspout ends in the landscape area where there has been a drain stub installed, the downspout is to be connected to the downspout and not run free in the landscape area. The gutter downspout is to be painted the same color as the exterior wall.

Portable Basketball Hoops

The advent of portable basketball hoops has necessitated publishing of guidelines set forth by the City of Brea and the Brea Village Homeowners Association:

A. City of Brea Rules

1. No portion of the basketball pole assembly shall be within eight feet of a City fire hydrant.
2. No portion of the basketball pole assembly shall be within three feet of any object that contains electrical wiring operating at more than 24 volts.
3. No basketball pole assembly can be placed in any location that obstructs any traffic warning signs, traffic control signs, traffic signaling devices or other similar items intended to provide information to vehicle operators.
4. No basketball pole assembly may be attached to any public utility pole, street light pole, street name sign pole, street warning sign pole, or any street tree.
5. No basketball pole assembly can be placed on any public sidewalk.

6. All basketball pole assemblies are to be designed for easy installation and removal. The pole assembly shall be removed when not in use and stored on private property screened from public view.
7. No basketball pole assembly shall be located in the public right-of-way between the hours of 10:00 PM and 7:00 AM on any day of the calendar year.
8. No artificial lighting (other than existing street lighting) shall be temporarily or permanently installed.
9. The basketball pole assembly shall be maintained in a like-new condition.
10. No markings, permanent or temporary, shall be placed on the street surface as an indicator of basketball court lines.

B. Brea Village Homeowners Association Rules

1. No portion of the basketball pole assembly shall be placed on any common Community grass area, including the front yard.

BREA VILLAGE HOMEOWNERS ASSOCIATION
8 Whatney, Suite 100, Irvine, CA 92618
HOME IMPROVEMENT FORM

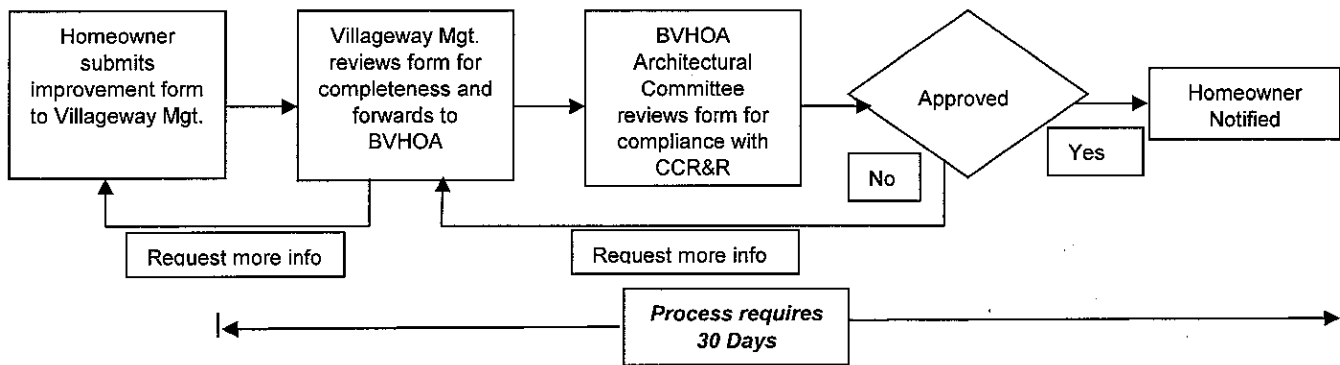
Homeowners Name: _____

Address: _____

Phone: _____

e-mail: _____

Process for submittal and approval of proposed home improvement by BREA VILLAGE Homeowners Association (BVHOA):



Instructions for submittal of form for approval:

1. Provide a complete description of improvement. See item 4, below.
2. Forward completed form to the BREA VILLAGE Homeowners Association using any of the following methods:
 - a) mail to address at top of this page
 - b) e-mail to Villageway Management: vmi@villageway.com
3. All proposed home improvements are subject to the following conditions:
 - a. Proposed home improvement may not start prior to approval by BREA VILLAGE Homeowners Association. Form must be submitted 30 days prior to planned start of work.
 - b. Installation to be at no cost whatsoever to BREA VILLAGE Homeowners Association. Any further maintenance shall be the responsibility of the owner, heirs or assigns.
 - c. BREA VILLAGE architectural approval does not constitute a waiver of any requirements required by applicable governmental agencies.
 - d. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications and BREA VILLAGE assumes no responsibility for such. The function of the Architectural Committee is to review submittals as to aesthetics. All technical and engineering matters are the responsibility of the owners.
 - e. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute a waiver of that rule and therefore must be corrected upon notice.
 - f. Orange County ordinances require homeowners to maintain correct grades of lots so that water does not flow onto adjoining properties or prevent off-flow from same.
 - g. Access for equipment used in construction must be through your property only. Access over

community property will not be permitted.

- h. streets may not be obstructed with objects or building materials which may be hazardous to pedestrians, vehicles, etc.
- i. Building permits from the City of Brea may be required for certain improvements.
- j. Any damage to BREAVILLAGE Homeowners Association property caused by a homeowner's personal contractor will be replaced or repaired by a BREAVILLAGE subcontractor. All applicable charges for restorations will be charged back to the homeowner by the BREAVILLAGE Homeowners Association and due and payable within 30 days from notification. Nonpayment will result in the assessments of penalties to the homeowner's account.

4. Describe proposed home improvement in space below; attach pages as necessary:
- Provide drawings, sketches, diagrams and photos that convey a complete understanding of the improvement project: location on lot, size, colors, materials to be used and landscaping changes.
 - For painting, list colors selected from approved color schemes.
 - For changes to yard or landscaping, show that drainage system is maintained at previous capacity.
 - Provide schedule for work to be performed: project start date, dates for major events such as pouring concrete, and project end date.

Homeowner's Signature: _____ Date: _____

Committee Signature: _____ Date: _____

Approved _____ Denied _____

Conditions of Approval

BREA VILLAGE HOMEOWNERS ASSOCIATION

EXHIBIT B

FACING, ADJACENT AND IMPACTED NEIGHBOR STATEMENT

The attached plans were made available to the appropriate following neighbors for review:
(If anyone is unwilling or unable to sign this sheet, please attach a separate sheet with explanation):

IMPACTED NEIGHBOR

Name: _____

Address: _____

Signature: _____

REAR-FACING NEIGHBOR

Name: _____

Address: _____

Signature: _____

IMPACTED NEIGHBOR

Name: _____

Address: _____

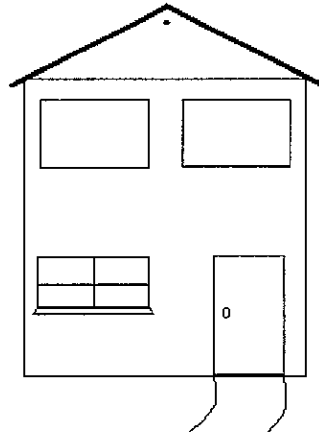
Signature: _____

ADJACENT NEIGHBOR

Name: _____

Address: _____

Signature: _____



ADJACENT NEIGHBOR

Name: _____

Address: _____

Signature: _____

The neighbors listed above have seen the plans I am submitting for Architectural Committee approval (see above verification). I understand neighbor objections do not in themselves cause denial.

IMPACTED NEIGHBOR

Name: _____

Address: _____

Signature: _____

FACING NEIGHBOR

Name: _____

Address: _____

Signature: _____

IMPACTED NEIGHBOR

Name: _____

Address: _____

Signature: _____

However, the Architectural Committee will contact the neighbors to determine their objections and their appropriateness, if necessary. This form must be submitted with all tree removal requests.

Submitted by:

Print Name: _____

Date: _____

Signature: _____

Address: _____

Brea Villages

New Schemes

Scheme One:

1. DE 5262 Field of Wheat – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6028 Dark Ruby – Entry Doors

Scheme Two:

1. DE 6193 Bamboo Screen – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6328 Anchor Gray – Entry Doors

Scheme Three:

1. DE 6242 Wells Gray – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6384 Iron Fixture – Entry Doors

Scheme Five:

1. DEC 762 Milkweed – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DEC 781 Sycamore Stand – Entry Doors

Scheme Six:

1. DEC 724 Spanish White – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6119 Neutral Valley – Entry Doors

Scheme Seven:

1. DEC 709 Adobe South – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DEC 712 Briar – Entry Doors

Scheme Eight:

1. DEC 725 Weathered Coral – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6230 Center Ridge – Entry Doors

Scheme Nine:

1. DEC 758 Cashmere – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DEC 702 Antique Rose – Entry Doors

Scheme Ten:

1. DE 6096 Homestead – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DEW 341 Swiss Coffee – Entry Doors

Scheme Eleven:

1. DE 5323 Quiet Splendor – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6105 Weathered Leather – Entry Doors

Scheme Twelve

1. DE 6117 Colorado Trail – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6230 Center Ridge – Entry Doors

Scheme Thirteen:

1. DE 6151 Warm Butterscotch – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6314 Dark Pewter – Trim, Garage Doors

Scheme Fourteen:

1. DEC 760 Desert Gray – Stucco
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6335 Novelty Navy – Entry Doors

Scheme Fifteen:

1. DE 6179 Oak Harbor – Stucco (Main Body)
2. DEW 341 Swiss Coffee – Trim, Garage Doors
3. DE 6244 Smokey Forest – Entry Doors