

April 2020

# HILLCREST COMMUNITY ASSOCIATION

WWW.hillcrest.org

## PARKING PERMIT PROGRAM

Your Board of Directors will meet with Empire Security on March 9th to finalize post orders for the parking permit program. Here is the information you, as an owner, needs to know—

Vehicles parked in marked spaces between the hours of 6:00 pm to 4:00 am are required to have a valid parking permit. These restrictions are in place to ensure Hillcrest residents have a place to park in when they arrive home after their work day. Vehicles without a permit are liable to be towed at the vehicle owner's expense.

- ◆ Each unit is eligible for 2 parking permits. The number of permits issued per unit will be determined by garage inspections by Empire Security. If the garage is able to accommodate the parking of one (1) vehicle, two (2) parking permits will be issued. If the garage is full of storage and not able to accommodate the parking of a vehicle, one (1) permit will be issued.
- ◆ Mandatory garage inspections will be conducted by Empire Security for a fee of \$25.00, that must be paid by the homeowner, directly to the patrol company. Permits will not be issued without a garage inspection. Empire will accept cash, checks and credit cards—checks will need to clear the bank before permits issued, credit cards will be subject to a \$3.00 fee.
- ◆ Permits will only be issued to Homeowners. Homeowners will be responsible for passing permits on to their tenants.
- ◆ If permit is lost, the old permit will be invalidated by barcode scan and the cost for a new permit is \$300.00.
- ◆ For transfer of ownership—seller is responsible for turning permits into association, through escrow, of the seller will be charged \$300.00 per issued permit.
- ◆ Each unit will be issued a guest pass. This hanging permit must be affixed on the rear view mirror so it is clearly visible from the outside of the vehicle. The guest pass is limited to three (3) guest pass uses per month and cannot be carried over to the next month, if not used. Each use is for a maximum 24 hour period only.
- ◆ Guest passes do not guarantee that your guest will have a spot to park in.

WATCH for further communications for distribution of permits.

## IMPORTANT ASSOCIATION ISSUE

All plants, shrubs and/or trees are to be removed from the stairways of the upper units. The stairs are considered a fire lane and need to be readily accessible at all times. Those who live in an upper unit need to remove all potted vegetation from the deck area because the decks are maintained by the association and the potted plants and watering of them deteriorates the decking surface, requiring maintenance before the scheduled time frame. All homeowners who have installed flowers/plants in baskets or trays that are attached to railings need to remove these as they become a nuisance to those who live below and get dripped on, from your watering. If these issues are not addressed by you, the Association will remove and discard of the items, at your expense. Please have all items removed from stairs and landings immediately.

Thank you.

## BOARD OF DIRECTORS:

**President:** Victor Lange  
**Vice-President:** Vacant  
**Treasurer:** Valerie Roberston  
**Secretary:** Chris Hedger  
**Member-at-Large:** Pam Elkins

## NEXT BOARD MEETING:

**Monday, March 9, 2020**  
6:00 PM  
Audi, Mission Viejo  
28451 Marguerite Pkwy.  
Mission Viejo, Ca 92692

*The final agenda will be posted on the bulletin board by the pool and on the website. You may also obtain a copy of the agenda by contacting management at (949) 838-3225.*

## IMPORTANT NUMBERS:

### ASSOCIATION MANAGER:

Sheryl Uggen  
Phone: (949) 838-3225  
**Emergency After Hours: (949) 833.2600**  
Fax: (949) 377.3309  
suggen@keystonepacific.com

### COMMON AREA ISSUES:

Claire Fullerton  
Phone: (949) 508-0569  
cfullerton@keystonepacific.com

### BILLING QUESTIONS/ ADDRESS CHANGES/ WEBSITE LOGIN:

Phone: (949) 833.2600  
customer@keystonepacific.com

### ARCHITECTURAL DESK:

Phone: (949) 838.3239  
architectural@keystonepacific.com

### INSURANCE BROKER:

Please call LaBarre/Oksnee directly if you need an insurance certificate for your lender—(949) 588-0711.

### HOMEOWNER ASSESSMENT ADDRESS CHANGE:

P.O. BOX 513380  
LOS ANGELES, CA 90051-3380

Managed by Keystone  
16775 Von Karman Ave., Suite 100  
Irvine, CA 92606

## **OWNER LIABILITY FOR DAMAGE; DUTY TO INSURE**

**RIGHT AND DUTY OF OWNERS TO INSURE** - In accordance with Article IX, Section 9.03 of the Hillcrest CC&Rs, entitled "Right and Duty of Owner to Insure", each Owner has a duty to insure their Unit for losses that are below any deductible the Association maintains, for the entirety of any losses that would not be covered by the Association's insurance policy, and for any improvement and personal property within the Unit. Therefore, an Owner is responsible to insure their Unit for damage that occurs to components within the Unit for which they have the obligation to maintain, repair and replace.

**INSURANCE CLAIM** - To the extent the Association maintains insurance which may cover damage to a Unit component, an Owner making a claim under the policy is responsible for payment of his pro rata share of the deductible.

**REPAIR AND MAINTENANCE BY OWNER** - In accordance with Article II, Section 2.10 of the Hillcrest CC&Rs, entitled "Repair and Maintenance by Owners", each Owner has a duty to maintain, repair and replace the components of his or her Unit in a clean, sanitary and attractive condition. Each Owner must ensure that their Unit components are in good working condition. This includes toilets, faucets, icemakers, washing machines, showers and bathtubs, water heaters, cooling and heating systems, and other fixtures within the Unit utilizing water, including, but not limited to, the waterline connections and angle stops from the wall to the fixture. Each owner must periodically inspect all waterlines and fixtures utilizing water, and, where necessary, promptly make necessary repairs.

**MAINTAINANCE OF PROPERTY** - To the extent an Owner fails to properly maintain and repair their Unit components and the Unit component fails and causes damage to another Unit or Common Area, the responsible Owner is liable for the costs of repair to restore the damaged Unit and/or Common Area. Therefore, it is incumbent upon each Owner to obtain and maintain insurance which covers not only damage to his or her own Unit, but also for damage which may result to property other than his or her own Unit.

**COMMON AREA DAMAGE** - Article III, Section 3.07 of the Hillcrest CC&Rs, entitled "Damage by Member", requires each Unit owner to be responsible to the Association for any damage to the Common Area resulting from the negligence or willful misconduct of the Owner (including the Owner's family members, tenants and guests), and, after notice and hearing, provides that the cost of correcting such damage shall be charged to the Owner as a Special Assessment, subject to enforcement by lien and collection, the same as other Regular and Special Assessments. If the Association decides to make a claim against its insurance policy for damage to the Common Area caused by an Owner's negligence or willful misconduct, in addition to other charges, the Association may levy the cost of the deductible as a Special Assessment against the responsible Owner (s).

**RIGHT OF ENTRY** - Article VI, Section 6.02 of the Hillcrest CC&Rs authorizes the Association to enter a Unit, after three (3) days written notice to the Owner, for the purpose of performing maintenance and repair for components which the Owner is responsible, but fails to make. No notice of entry is required in an emergency, such as in the case where damage to another Unit or Common Area is threatened.

**WATER LEAKS** - Each Owner has the duty to promptly report all water leaks and evidence of leaks (such as water spots on ceilings, wet walls or floors, etc.) to the Association's management company. The Association will not be responsible for damage to a Unit which results from an unreported water leak. Prompt reporting of water leaks or evidence of water leaks allows the Association to investigate and make necessary repairs to minimize damage to the Common Area and Unit, with the goal of minimizing claims against the Association's insurance policy, which could result in increased premiums, which then results in increases in Regular Assessments to all Owners.