

Board of Directors
Park Mediterrania Homeowners Association
c/o Euclid Management Company
1425 W Foothill Blvd. Suite 300
Box 1510, Upland, CA 91785-1510
(909) 981-4131 FAX 981-7631

reference # 0770000577

Subject: Request either a **waiver** for my newly installed security door or
\$536.70 **reimbursement** for costs of uninstalling security door

5/2/02

Received in my mailbox a letter dated 4/10/02, incorrectly addressed to the previous owner Moez LLC, (with reference # 0770000577) from your management company, Euclid Management, that states in part: "It has come to our attention that your property may be in violation of the following: CC&R's, Article VIII, Section 8.16 - Upkeep of Lot. It was recently noted that your screen door needs to be replaced. Please contact Euclid Management if you need information regarding the Association's approved model of screen door." Euclid Management failed to address this letter to the present owner's name, me, whose escrow closed on July 13th, failed to quote in their letter the referenced CC&R's section, failed to include with the letter the "information regarding the Association's approved model of screen door" and failed to correctly name my door as a security door rather than a screen door. A screen door keeps out bugs. My security door keeps out people.

Request a waiver as my not having "...the Association's approved model of screen door" is the fault of your management company, Euclid Management. Made a good faith effort to acquire a copy of the governing documents from Euclid so knowing what they are, I could comply with them. **And also request a waiver** due to the fact that the board apparently has approved many other waivers in the past as indicated by walking around the complex and noticing the many changes done since it was built.

I have made a good faith effort to conform with the Governing Documents. Have made several attempts to get the documents and have read what I have received. Last week went to the County of San Bernardino, Hall of Records, Land Records and discovered that the documents I received are not the CC&Rs. That there is a document labeled Covenants, Conditions, and Restrictions. Have not received a copy of it. Have only received the Articles of Incorporation, Bylaws, and Rules and Regulations. Now know the collective name for the documents is not CC&Rs, but Governing Documents. I requested them from the real estate agent and also the escrow company and was told that I would receive them after escrow closed. Receipt of them was delayed due to the escrow company mailing them to the real estate company and then a clerk there forwarding them not to today's mailing address, but to 11160 Santo Antonio Dr. which was the old unincorporated county address before the City of Colton annexed it. After moving in on July 13, 2001, and prior to receiving them from the escrow company, requested them from Euclid Management and they demanded \$40 for a copy which is an **unreasonable cost**.

California Civil Code Section 1351 states in part: As used in this title, the following terms have the following meanings: (a) "Association" means a **nonprofit** corporation or unincorporated association created for the purpose of managing a common interest development.

California Civil Code Section 1368 (b) states: "Upon written request, an association shall, within 10 days of the mailing or delivery of the request, provide the owner of a separate interest with a copy of the requested items specified in paragraphs (1) to (8), inclusive, of subdivision (a). The association may charge a fee for this service, which shall not exceed the association's **reasonable cost** to prepare and reproduce the requested items." [California Civil Code Section 1368 (a) shows paragraph (1) is: A copy of the governing documents of the common interest development].

So how can an agent of a **nonprofit** association justify charging more than **reasonable cost** for a copy of the Governing Documents? Another example of overcharging is Euclid Management wanting \$35 for a key to the swimming pool area. For \$2 I can get a spare key cut and for \$35 I can buy a new lock with two keys. So I have made a **good faith effort** to conform with the Governing Documents. As you know the law requires giving a copy of the Governing Documents to the new owner. If the new owner does not get a copy of these Governing Documents, how can the new owner be expected to comply with them.

And also request a waiver due to the fact that the board apparently has approved many other waivers in the past as indicated by walking around the complex and noticing the many changes done since it was built. For example saw steel bars on windows. One unit has a patio cover so large, attached to two garages and almost extending the width of them, it must have needed a building permit. Nearby even saw gray, not dark brown, garage doors. While walking around saw what apparently is the "Association's approved model of screen door." Do they have the strength of my Charleston Class III door? Did not see that version at Lowe's or Home Depot so could not do a strength/price comparison. Also saw a security door on one of the units different from the "approved model" and found this version at one of the home improvement stores so was able to do a comparison. It is an inferior security door that sells for half the price of mine. Apparently it has been there a long time as I could feel rust on its bolt heads. Apparently almost

all of the entry doors are the original ones. Very heavy, particleboard construction with wood strips, not molding, that is suppose to create a panel door effect. This is an obsolete style and is ugly. Nearby these old entry doors are mismatched entry door light fixtures. Also nearby a lot of these old entry doors is an eclectic assortment of outdoor stuff. The larger units have an alley patio door entrance with no Board of Directors approved walkway design. So I am confused about why I am sent a letter from Euclid that begins with "In order to preserve the appearance of the community and to keep the property values at their highest level, ...". Obviously adding steel bars to windows and adding that large patio cover did not preserve the appearance of the community. Do we really want to preserve the appearance of the community by replacing those old entry doors with new similar ugly ones? And as to keeping the property values at their highest level, doesn't my adding an expensive security door help to do just that?

If waiver is not possible, request \$536.70 reimbursement for the following costs of replacing my newly installed security door:

- ✓ \$139.86 reimbursement for my time taking a day off work (1) awaiting delivery of your approved security door to replace my newly installed security door, (2) removal of my recently installed new security door and (3) installation of your approved security door.
- ✓ \$257.34 reimbursement for my newly installed security door (\$114.00 for purchase of Charleston security door class III, \$8.84 for sales tax, \$45.00 for delivery and \$89.50 for basic installation).
- ✓ \$89.50 reimbursement for labor costs for removal of my recently installed security door (which will be difficult due to security doors use non-removal screws).
- ✓ \$25.00 reimbursement for labor costs for removal and replacing of molding (because position of screw holes of security doors will not match up).
- ✓ \$25.00 reimbursement for the purchase of this molding.

(Notice your reimbursement for my costs listed above does not include the purchase, delivery and installation of your approved security door. Also your approved security door may cost more and be inferior to my newly installed Class III security door.)

Receiving that form letter was a slap in the face. I went to the effort and expense of purchasing and installing a quality security door that has improved the looks and increased the value of my unit only to receive a demand to replace it with another security door with **a slightly different decorative design**. Now I'm having to waste hours of my time responding to this thoughtless letter from Euclid Management. I have been successful in U.S. District, Superior, Municipal and Small Claims Courts. The apartment complex I lived at before moving here towed my car in violation of California Vehicle Code 22658 which limits the circumstances for removal of a vehicle from private property. Received an update from the association which included parking rules. What people fail to realize is state law supercedes apartment rental agreements and association rules so those agreements and rules have to conform with state law. The association's parking rules didn't. The apartment complex unwisely choose to ignore my letters. Small Claims awarded me \$5,080. If you choose to not grant me a waiver or a reimbursement and we go before an arbitrator or judge, I feel confident that the mitigating circumstances given in this letter will allow me to prevail.

Sincerely Yours,

Andrew Ralph Cosetta
1097 Santo Antonio Drive Unit #69
Colton, CA 92324

P.S.

Can I get some help with the lack of quality customer service?

Last summer after moving in here, the air conditioner quit cooling so I phoned Euclid and reported it broken. After several days of no A/C cooling, phoned Euclid again and was told, for the first time, that I would have to phone the Air Conditioner people myself and schedule an appointment. Euclid could have told me that when I reported it broken so I would not have spent several more days without air conditioning.

Last week phoned Euclid about the security lights turning on an off all night long. Kathy said she would phone the electrician to see if they are suppose to do that. Say what? Suppose to turn on and off all night long? Thieves would love that, just wait for the lights to go off then rob the place. Oh, the lights still turn on an off all night. So they still need to be fixed.

My roof has leaked during every rain ever since I reported the problem on 11/12/01. Fanning Roofing patched the roof twice without any positive results. Then after telling Kathy the leak shows up at the A/C air duct return, she said it might be condensation from the air conditioner. Again, say what? Condensation coming from the air conditioner that is not even running and also condensation from the A/C when it is raining causing the leaking? Aero Fresh Heating & Air Conditioning patched the ducts, but it still leaks. Fanning Roofing was scheduled to make another attempt at fixing the roof, but it was called off due to rain. Suppose to reschedule, someday.