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and Board of Directors Park Mediterrania HOA
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Subject: **3rd written request for governing documents**

Dear Dana Mathey:

7/15/02

Thanks again for your replying to my letter dated 5/14/02 addressed to President Glennon Gray with the subject: "Complaint about poor customer service from Kathy Johnston, Association Administrator" with your letter dated 6/11/02 titled "Re: Letter concerning customer service" which stated in part: "After reviewing the correspondence from Kathy Johnston, I found that your requests had been taken care of. This was also stated in your letter to Mr. Gray."

Unfortunately all of my requests were not taken care of and I am not aware of stating that they all were taken care of in my letter to Mr. Gray.

Now with this letter I am making my 3rd request for a copy of the governing documents. For your information I include below a portion of California Civil Code § 1368 of which has been **violated** by both Euclid Management Company and Board of Directors Park Mediterrania HOA.

§ 1368. Documents to be provided to prospective purchaser; Civil penalties for willful violations; Attorney fees

(a) The owner of a separate interest, other than an owner subject to the requirements of Section 11018.6 of the Business and Professions Code, shall, as soon as practicable before transfer of title to the separate interest or execution of a real property sales contract therefor, as defined in Section 2985, provide the following to the prospective purchaser:
(1) A copy of the governing documents of the common interest development.

(b) 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.**

(d) **Any person or entity who willfully violates this section shall be liable to the purchaser of a separate interest which is subject to this section for actual damages occasioned thereby and, in addition, shall pay a civil penalty in an amount not to exceed five hundred dollars (\$500). In an action to enforce this liability, the prevailing party shall be awarded reasonable attorneys' fees.**

I wrote a letter dated 5/2/02 with the subject "Request either a **waiver** for my newly installed security door or \$536.70 **reimbursement** for costs of uninstalling security door" (Kathy Johnston replied to the following excerpt with her letter dated 5/3/02 and then I wrote that letter dated 5/14/02 to Mr. Gray).

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.

My letter to Mr. Gray dated 5/14/02 included the following paragraph:

Kathy responded with: "4. When you purchased your home you became responsible for obtaining and abiding by the governing documents

of the Association. It is not the responsibility of the Management Company to forward copies of these to you without a written request from you, including a check to cover any costs related to the preparation of the documents. This check is made payable the Euclid Management Company (not the Association.” Once again Kathy’s tone is rude. Back in 7/01/02 Euclid demanded an unreasonable amount, \$40 for a copy of the governing documents. Kathy’s letter mentions writing out a check but neglects to state for what amount. She also ignores my quoting California Civil Codes Section 1368 that **requires an association to provide a copy of the governing documents without exceeding the association’s reasonable cost to prepare and reproduce the requested items.** I am still waiting for the association (or its agent) to meet this requirement of California Civil Code state law by providing a copy of the governing documents at a reasonable cost.

As you can see after pointing out the 2nd time “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” Kathy’s letter mentions writing out a check but neglects to state for what ‘**reasonable**’ amount

Sincerely Yours,

Andrew Ralph Cosetta
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