West Campus Point Homeowners Association Current Board of Directors: Dorothy Gonzalez, Gail Humphreys, Tess Cruz, Harold Marcuse, Mark Sherwin

FINAL VERSION--THE REAL DEAL! August 30, 2012

Dear Neighbors,

The Memorandum of Understanding with the University is (almost) signed. Long time coming, but the commencement of our Leak Remediation Project is imminent. We hope to begin construction, one cluster at a time, sometime in October. This letter outlines the next steps that each of you need to take regarding door and window options in the project.

First, we ask each of you to consider whether you want your exterior wood doors and windows replaced on the first floor (with the exception of the front gate to the courtyard), and which window/door package you would prefer. There are two possible packages, see the attached letter from Stonemark. Those opting to get new windows and doors need to make their selection **by September 21, 2012** by submitting 1) **Attachment B** from Stonemark Construction Management to McFarland Financial, 2) a **down payment of \$1000**, and 3) a **signed Repair Agreement**, which is also enclosed.

There will be a **town hall meeting on Sept. 10, 2012, at 5pm at unit 932**, to answer any questions you may have about the construction process and various options. Input on some aesthetic questions may be possible at that time as well.

Second, the window/door package will cost **\$16,375** per unit, **payable in full by October 31, 2012**. The university is offering a low cost 7 year loan at 3% with about \$800 in fees if you would like financing, which you can arrange through John Gaffney at UCSB Faculty Housing <<u>jgaffney@housing.ucsb.edu</u>>. A loan information sheet is enclosed. If you have an existing mortgage, UCOP requires a 95% loan-to-value ratio, but John Gaffney can work with you if you have trouble meeting that requirement. (Aside: the Board has tried hard to reduce these fees, to no avail. Note that the loan amount is \$17,000 to finance these fees as well.)

Alternatively you can pay cash or arrange financing on your own. For example, Keypoint Credit Union in the Calle Real Marketplace offers home equity loans of \$20,000 at 3.24% for terms up to 10 years, with no points or fees. You do not need to be a member, but you need to become one for a nominal fee, and you must qualify for the loan there as well.

For those choosing to get new windows and doors the \$16,375 investment will be treated as a capital improvement that depreciates in a straight line over 30 years. This allows owners who move out in the next few years to recoup almost all of their costs. We negotiated long and hard for this, and it was ultimately the best we could do.

As noted above, you will also need to sign a Repair Agreement stating that you permit the WCP Homeowners Association to hold the \$16,375 and use it for replacement of your doors and windows, for which the Association guarantees that you will get the specified door/window package installed. The final version of that agreement is enclosed. The next two paragraphs describe the repairs that will take place in each unit, as part of the leak remediation project, regardless of your choices about window and door replacements on the first floor.

The upstairs Juliet door and master bedroom door to the deck will be replaced as part of the project cost. You will have a choice of keeping the Juliet doors as doors, or changing them to windows with operable panels and screens for ventilation. While a new set of Juliet doors will provide better leak protection than the old doors, they will not be as watertight as a new window unit.

Unless you opt out of getting new downstairs windows and doors, the exterior stucco wall around each window and door unit will be removed for about one foot around the opening so that the flashing and interface with the stucco can be rebuilt to make it leakproof. Also, about 18" of courtyard tile around the perimeter will be removed and replaced with flashing below it. If you keep your old windows and doors, then the wall will only be resurfaced and caulked around the windows and doors. If leaks or damage to common property (the building envelope) become evident in future inspections, owners who opt out of replacing the windows and doors may be required, either by the Association or by UCSB when they sell their unit, to replace damaged or leaking doors and windows. Replacement, as a separate project, will likely cost substantially more than during the upcoming project. (The Association can require this if it damages "common property"--such as the exterior walls.)

We believe that the new doors and windows are in the best interest of the owners and the Association. They are far more durable than the current doors and windows, and less likely to permit water intrusion into walls, floors, and under thresholds. We encourage you to choose to replace them, and hope that the low cost loan option will make this possible for everyone.

Note that various documents regarding this project are posted at: <u>http://www.westcampuspoint.net/community/projects/leak_remediation/index.htm</u>

If you have additional questions, please contact one of the WCP HOA Board members.

Sincerely,

Dorothy, Gail, Tess, Harold & Mark

Your Association Board of Directors

Enclosures:

- 1. Letter from Stonemark regarding Door and Window Packages includes "Attachment B" (option sheet) to choose Window and Door Packages
- 2. Repair Agreement for Window and Door Replacement (you will get a signed copy of this Agreement returned to you)
- 3. Loan Information Sheet for 7 Year Loan from the University
- 4. Instruction sheet on colored paper



Building Confidence Los Angeles Santa Barbara

Re: West Campus Point Exterior Renovations Project Recommended Door & Window Replacement Plan Notice and Letter of Intention

Dear Homeowners,

As you know, the Leak Remediation Project includes coordination of homeowner-funded replacement wood doors & windows. All homeowners are strongly urged to participate as we believe this plan offers excellent value and longevity. Please review the following information regarding options and costs carefully.

Benefits of Door & Window Replacement. There are many benefits to replacing your doors & windows in conjunction with the project:

- Part of the costs (new flashing system & labor) will be paid for as part of the project.
- Pricing is favorable due to increased buying power and assembly-line coordination.
- Replacement units are fiberglass- a more durable, higher-grade material than wood, with a better warranty, and provide energy savings.
- The work will be professionally specified and managed.
- Homeowners who have performed replacement individually testify to higher costs and burden of coordination.
- The University has acknowledged the full value of the windows/doors will be added to the value of your home as a capital improvement. However, this added value will depreciate in a straight line to zero over 30 years.

Pricing for Recommended Door & Window Replacement Plan. Replacement of all wood doors & windows on the first floor is \$16,375 per home. Please note that details of this Recommended Plan include:

- Dual-paned, low-E, fiberglass units
- Replacement of all fixed doors with windows that provide numerous advantages:
 - a. their raised profile provides for better waterproofing
 - b. operable windows provide additional ventilation
 - c. windows include removable screens
- All currently operable downstairs doors will be replaced by equivalent operable doors.
- All newly installed doors & windows will be painted on the exterior as part of the project. Homeowners are responsible for interior painting.
- This package includes a new Utility Room door.
- <u>Option:</u> Homeowners do have one Option (only) for the Downstairs Package. If you do not want operable windows, you may choose to have <u>all</u> your fixed doors (what has

always been termed as fixed windows) replaced with fixed doors again. (This is an allor-nothing option: all fixed doors replaced with windows in the Recommended Plan, or all fixed doors replaced with fixed doors, in the Match Existing Plan 1).

Ultrex Fiberglass - Advantages. While the bid documents for windows for the Recommended Plan specify Marvin Integrity All Ultrex or approved equal, we will bid to multiple manufacturers in order to achieve competition and the best pricing, so the ultimate window product may vary slightly. Any variation will be carefully evaluated by the Architect and Board before approved.

According to Marvin, Ultrex fiberglass is strong, stable, durable and virtually indestructible. Made from pultruded fiberglass, Ultrex outperforms vinyl and roll-form aluminum on nearly every measure. Its rigid structure ensures doors & windows will continue to slide, crank, raise and lower over years of use. Ultrex is:

- Strong as steel and 8x stronger than vinyl
- 9x less heat expansion and contraction than vinyl
- rigid structure ensures a true and perfect fit that lasts
- Non-conductive and non-corrosive
- Patented finishing process resists fading and cracking
- 10/20 warranty (10-year manufacturing warranty/ 20-year glass seal warranty)

We encourage you to go on-line and do more research on your own.

http://www.integritywindows.com/Ultrex-Fiberglass.

There is a video on this page – check them out:

http://www.integritywindows.com/Fiberglass-Windows/Casement-Awning-Ultrex.

No Replacement. You may refuse to purchase the Recommended Door & Window Plan; however, there are risks associated with this decision:

- Any future water intrusion at these locations will be your total responsibility
- Any damage to common property (including the building envelope) caused by future water intrusion at these points may be billed to owners by the Association.
- If rot or damage due to water intrusion is evident at the time you sell your home, the University may require you to perform repairs or replacement, or deduct those costs from the purchase price of your home.
- Costs will likely be higher when the work is performed at a later date
- No benefits of bulk-pricing, assembly-line installation
- Difficulty integrating new doors into the waterproof envelope of the building
- Need to install flashing below doors under the courtyard tiles
- No professional management/ coordination
- No oversight by water infiltration experts
- No low-interest loan
- The University may charge you the full cost of this work upon sale

Doors Replaced as Part of the Project. All 2nd floor deck and Juliette doors will be replaced as part of the project at no cost to homeowners.

- Deck doors are specified by the project Architect with no substitutions as the door opening must be repaired and integrated into the waterproofing of the deck.
- Juliette Door. Homeowners may choose to have their Juliette door replaced with another Juliette door instead of the recommended window (with screen). *We strongly encourage choosing the window* as the doors have been a chronic source of leaks.

Aluminum Windows. No aluminum window replacements are included. Repairs will be made to these windows as part of the project.

Deadlines:

- <u>University Loan</u>. If you plan to take advantage of the low-interest loan offered by the University to pay for all or part of the windows & doors, see the information provided by your Board.
- <u>Door & Window Plan Commitment</u>. Doors & Windows need to be ordered many weeks in advance and it is imperative that we have an accurate count for how many the project will require. Please complete <u>Attachment C</u> indicating your commitments and submit to McFarland Management no later than September 21, 2012. The signed Trust Agreement and a down payment of \$1000 need to be included with this!
- Payments must be made in full no later than October 31, 2012 and submitted to: West Campus Point Homeowners Association c/o: McFarland Financial 720 Vereda Del Ciervo Goleta, CA 93117

Please contact your Board with any questions: <u>marcuse@history.ucsb.edu</u> is the contact person for this issue. Look forward to upcoming newsletters regarding start dates for construction!

The Project Team, on behalf of Your Board of Directors, West Campus Point HOA

Attachments:

- A: Window Replacement Schedule (3 pp drawings from DesignArc)
- B: Window Dimensions (Marvin)
- C: Commitment Form

Attachment C: Door & Window Replacement Commitment Form

This form must be sent to McFarland Financial by September 21, 2012

West Campus Point Homeowners Association c/o: McFarland Financial 720 Vereda Del Ciervo Goleta, CA 93117

It is critical for project planning that the project team be provided an accurate order from homeowners for wood door & window replacements. Units need to be ordered many weeks in advance, and sufficient time provided for those who will pursue University loans. Every home at WCP must complete this form, indicate your choices, sign and return by September 21, 2012 to Association Manager, McFarland Financial. Please be informed that your signature on this completed document is your commitment to the choices you indicate.

I. <u>Recommended Door & Window Replacement Plan.</u> I commit to purchasing the downstairs Recommended Door & Window Replacement Plan for \$16,375. I understand I must pay the Association in full by October 31, 2012 or this work will not be performed. This package includes replacement of all first floor wood doors & windows & the utility room door, with fiberglass units, new jambs, sills and flashing and integral waterproofing. Within this package, there are two options only. (Please indicate your choice below).

Recommended Plan: All (currently) fixed doors will be replaced with operable windows (as shown in Attachment A), unless I indicate one of the following:

Match Existing - Plan 1: I would like all (currently) fixed doors replaced with (similar) fixed doors (namely a single, tall inoperable double-paned window).



Opt out: I opt out of the Door & Window Replacement project. I understand the risks associated with this decision and that I will be responsible for future water intrusion, costs and related problems at those locations.

II.

All Juliette Doors will be replaced at no cost to owners with a window regardless of the choice in I above, unless I indicate Plan 2, below.

Match Existing - Plan 2: I would like my Juliette door replaced with another Juliette-style door.

<u>Note</u>: Even homeowners who opt out of the Recommended Door & Window Replacement Plan will have their 2nd floor Juliette door replaced.

Date:	_Signature:
Address/ Unit #:	
Phone:	e-mail:

Attachment A: Window Replacement Schedule - Recommended Plan

The Recommended Plan for Door & Window Replacement specifies fiberglass units - a more durable, higher-grade material than wood, with a better warranty and energy savings. While the bid documents specify Marvin Integrity All Ultrex or approved equal, we will bid to multiple manufacturers in order to achieve competition and the best pricing, so the ultimate window product may vary slightly. Any variation will be carefully evaluated by the Architect and Board before approved.



Living Room (Left Elevation): Front Entry (Front Elevation): Juliette Door:

(Currently) fixed doors flanking the center operable door will be replaced with double awning unit (Currently) fixed doors flanking the front entry door will be replaced with single awning units All Juliette Doors will be replaced at no cost to owners with a double awning unit window

Wall Finish Legend			
	Primary color 'A'		
	Secondary color 'B'		
	New or patched plaster		

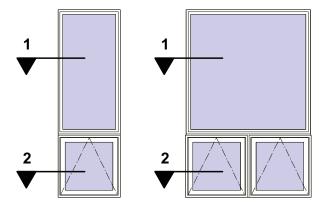
		COURTYARD ELEVATIONS (BA	ATIONS (BASE SCHEME)	
WEST CAMPUS POINT HOA	ARB Submittal	scale : 1/8" = 1-0" DesignARC	www.designorc.net	
ISLA VISTA, CA	August 27, 2012	ARCHIECTURE+INTERIORS 29 West Cale Laureles, CA 93105 T.805.687.1525	F.805.687.8715	

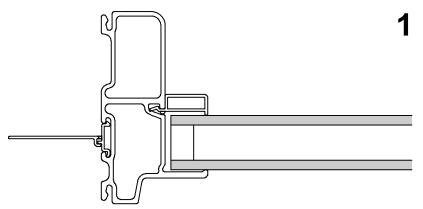
Match Existing Plan 1 and Plan 2



Attachment B

This is how the new windows will look: a 4' tall fixed window for a clear visual opening, above 2' square operable awning window(s) with removable screen to provide ventilation. These sizes are frame dimensions. Glass sizes are 18" square for each operable window, and 40" square for the fixed pane above. The awning window hinges at the top.



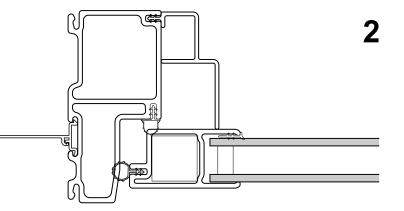


Cross Section view of approximate thickness of frames

According to Marvin, Ultrex fiberglass is:

- Strong as steel and 8x stronger than vinyl
- 9x less heat expansion and contraction than vinyl
- rigid structure ensures a true and perfect fit that lasts
- Non-conductive and non-corrosive
- Patented finishing process resists fading and cracking
- 10/20 warranty (10-year manufacturing warranty/ 20-year glass seal warranty)

Please see Attachment B and www.integritywindows.com/Ultrex-Fiberglass for additional information and details on the actual door & window units you will purchase with the Recommended Plan. We encourage you to go on-line and do more research on your own.



WEST CAMPUS POINT HOA			WINDOW SECTIONS	
	ARB Submittal	DesignARC	www.designorc.net	
ISLA VISTA, CA	August 27, 2012	ARCHITECTURE+INTERIORS 29 West Calle Laureles, CA 93105	T.805.687.1525 F.805.687.8715	

REPAIR AGREEMENT

This Repair Agreement, dated September _____, 2012, is entered into by and between the West Campus Point Homeowners Association, a nonprofit Corporation, ("Association") and

("Owner").

RECITALS

- A. Association is responsible for the maintenance, operation, and management of West Campus Point as set forth in that Declaration of Covenants, Conditions, and Restrictions ("CC&R's") recorded with the Santa Barbara County Recorder's Office on December 11, 1986, as Instrument Number 1986-081389.
- B. Owner leases a Residential Lot at West Campus Point identified as: Unit #

_____. This Residential Lot contains a single family residential structure ("Owner's Unit").

- C. Association will undertake maintenance and repair work to the exterior of the residential structures ("Repair Work"). The Repair Work is defined by a Memorandum of Understanding entered into between Association and the Regents of the University of California.
- D. Owner desires, in connection with the Repair Work, that the wood doors and windows serving its Unit be removed and replaced ("Door/Window Repair"). The Door/Window Repair shall be paid by each Owner who elects to have such work performed as set forth herein.

Pursuant to the following terms and conditions, Association agrees to coordinate the Door/Window Repair as set forth below.

AGREEMENT

- 1. The specifications for the Door/Window Repair are set forth on Exhibit "A" attached hereto.
- 2. Owner agrees to pay to Association the sum of \$16,375 for the Door/Window Repair for Owner's unit ("Owner Proceeds"). Upon execution of this agreement (which shall occur on or before September 21, 2012), Owner shall deliver a down payment of \$1,000.00 with the balance of \$15,375 due and payable on or before October 31, 2012. If Owner fails to make such payments, Association shall have no obligation to undertake the Door/Window Repair for Owner's unit.
- 3. Association shall hold Owner Proceeds in trust for the benefit of Owner. Owner Proceeds may be comingled with other funds received from other West Campus Point Owners for Door/Window Repair only.

- 4. In order to minimize cost and time, the Door/Window Repair will be coordinated with the Repair Work. It is anticipated that the Door/Window Repair will commence after October 1, 2012.
- 5. Owner will do all things, and execute all documents, as reasonably necessary for the Door/Window Repair. Additionally, upon at least twenty-four (24) hour advance written notice posted on the front door of Owner's Unit by Association, Owner shall provide access to the Unit as reasonably necessary for the Door/Window Repair.
- 6. It is understood and acknowledged between Association and Owner that Association is acting only to coordinate the process of engaging a contractor to do the Door/Window Repair. Association shall engage the services of one or more material suppliers and/or contractors, in the name of Association, as an accommodation to Owner in order to facilitate coordination of the work necessary to perform the Door/Window Repair.
- 7. Warranty. Association, as the original purchaser of the Designated Doors and Windows, and for the benefit of Owner, shall hold warranties, if any, provided by the door and window manufacturers, suppliers and/or installers. The warranties will be provided to Owner for their information and records within 90 days of the completion of the installation of Designated Doors and Windows for all units. Although warranties are held by Association, this shall not change Owner's obligation to maintain the doors and windows. If a warranty claim arises, Owner shall contact Association management who will use all best efforts to coordinate with Owner to achieve all proceeds available under such Warranty.
- 8. No amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same is in writing signed by the parties hereto.
- 9. The Agreement constitutes a complete and integrated agreement and sets forth the entire agreement between the parties with respect to such matters.

West Campus Point Homeowners Association

Dated: _____, 2012 By:____

Dorothy Gonzalez, President, WCP HOA

Dated: September ____, 2012

Print name: _____, Owner, Unit _____

2

Supplemental Loan Program Details

- Applicants must complete OLP-30 Certificate of Eligibility
 - Member of Academic Senate
 - 100% Appointment
 - WCP is primary residence
- Office of Loan Programs (OLP) will run a credit report
- OLP wil order title insurance
- OLP wil perform normal underwriting process
- No Appraisal required
- University will provide current resale value for property
- Maximum allowable combined value to loan ratio is 95%
- Signed agreement between contractor and homeowner for fixed price contract
- Loan Terms: MOP Rate (currently 3%) for 7 years
- No changes to loan terms and amount will be made
- Estimated Closing Costs approximately \$1,000 (can include with principal)
 - Title: \$385
 - Escrow: \$250
 - Recording: \$100
 - Notary: \$150

Amortization Table Example

Principal Borrowed	\$ 17,375
Interest Rate	3.00%
Duration (Years)	7.00
Monthly Payments	\$ 232.40

Year	Beginning Principal	Yearly Payment	Yearly Interest	Principal Payment	Remaining Principal	Cumulative Payments
1	17,375	2,789	521	2,268	15,107	2,789
2	15,107	2,789	453	2,336	12,772	5,578
3	12,772	2,789	383	2,406	10,366	8,366
4	10,366	2,789	311	2,478	7,888	11,155
5	7,888	2,789	237	2,552	5,336	13,944
6	5,336	2,789	160	2,629	2,708	16,733
7	2,708	2,789	81	2,708	0	19,522

PLEASE COMPLETE THE FOLLOWING AND RETURN **BY SEPTEMBER 21**ST TO MCFARLAND FINANCIAL:

McFarland Financial WCP Window/Door Documents 720 Vereda del Ciervo Goleta, CA 93117

- 1. STONEMARK ATTACHMENT B: WINDOW/DOOR CHOICES, marked with your choices, signed and dated
- 2. REPAIR AGREEMENT BETWEEN HOMEOWNER AND HOA, WITH YOUR UNIT NUMBER, SIGNED AND DATED (The Board will make a copy, the President will sign it, and you will receive a copy with that original signature.)
- 3. CHECK FOR \$1000, made out to WCP HOA (The balance \$15,375 will be due Oct. 31, so please prepare for that. Contact a Board member if you anticipate difficulties meeting the deadline.)

Thank you!

Your WCP HOA Board