



PARKSIDE GREEN HOMEOWNERS ASSOCIATION

SUMMARY OF ANNUAL BUDGET REPORT AND ANNUAL POLICY STATEMENT

(Civil Code Section 5320)

November 24, 2025

Dear Association Member:

In accordance with Civil Code Section 5320, the following is a summary of the Annual Budget Report and Annual Policy Statement. **Members may receive at no charge a copy of the full Annual Budget Report and Annual Policy Statement and/or a complete copy of any document or summary mentioned below by submitting a written request to Ken Zimmerman, So Cal Property Enterprises, Inc., 1855 Sampson Avenue, Corona, CA 92879.** Also enclosed with this summary are other statements, guidelines, and documents required by law or the governing documents.

SUMMARY OF ANNUAL BUDGET REPORT

- **Pro Forma Operating Budget for fiscal year January 1, 2026 through December 31, 2026 prepared on an accrual basis**

The full Operating Budget is enclosed with this summary. The Budget does not reflect a need to increase assessments. As of **January 1, 2026**, the Association assessment will remain **\$81.00 per month per home.**

- **Summary of the Association's Reserves**

A summary of the Reserve Study conducted per Civil Code Section 5550 is enclosed with this summary and indicates the Association reserves are **87%** funded.

- **Summary of the Board's Adopted Reserve Funding Plan**

A summary of the Reserve Funding Plan is enclosed. The Full reserve plan is available to any member upon request per Civil Code Section 5550.

- **Statement of Deferral/Decision to Not Undertake Repair/Replacement of Major Components**

Per Civil Code Section 5300(b)(4) and as of the date of this summary, the Board plans to not defer repairs or replacement of major components with a remaining life of thirty (30) years or less.

- **Statement of Anticipated Special Assessments**

Per Civil Code section 5300(b)(5), and as of the date of this summary, the Board does not anticipate that a special assessment will be required to repair, replace or restore any major

components or to provide adequate reserves.

- **Statement of Mechanism of Funding Reserves to Repair or Replace Major Components**
The Board uses the following mechanism to fund reserves to repair or replace major components: regular assessments and/or special assessments as the need may arise.
- **Statement Addressing Procedures Used to Calculate and Establish Reserves**
Reserves are calculated per Civil Code Section 5550(a), and the last reserve study was conducted on August 22, 2025.
- **Statement of Association Outstanding Loans**
The Association **does not** have any outstanding loans.
- **Insurance Disclosure Information**
Insurance disclosure information is enclosed with this summary.
- **Assessment and Reserve Funding Disclosure**
The regular assessment per ownership interest for the Association is **\$81.00 per month per home.** The Assessment and Reserve Funding Disclosure is enclosed.

SUMMARY OF ANNUAL POLICY STATEMENT

- **Person Designated to Receive Official Association Communications**
Ken Zimmerman, So Cal Property Enterprises, Inc., 1855 Sampson Avenue, Corona, CA 92879.
- **Member's Secondary Address**
Members may submit a secondary address to the Association for purposes of receiving (1) annual reports/statements and (2) mailings and notices re: assessments, delinquencies, and foreclosures at the secondary address.
- **Location for Posting Association's General Notices**
General notices to the members are posted at the Bulletin boards in the Park area.
- **Members' Rights to Receive General Notices by Individual Delivery**
A member may request to receive general notices from the Association by individual delivery. That request must be made in writing delivered to the Association.
- **Notice of Members' Rights to Minutes**
Each member has a right to receive copies of meeting minutes.
- **Association's Assessment Collection, Delinquencies, and Lien Policies**
A copy of the Association's Assessment and Billing Collection Policy is enclosed.
- **Association's Discipline Policy and Schedule of Penalties**
A copy of the Association's Enforcement Procedure is enclosed.
- **The Association's Dispute Resolution Procedures (ADR and IDR)**

The Association's Dispute Resolution Procedures (ADR and IDR) are enclosed.

- **Procedures for Architectural Review**

A copy of the Request for Architectural Approval is enclosed.

- **Address for Payment of Assessments via Regular Mail**

The address for payment of assessments via Regular Mail is: Parkside Green Homeowners Association, P.O. Box 980966, West Sacramento, CA 95798.

- **Address for Overnight Payment of Assessments**

The address for overnight payment of assessments is: Parkside Green Homeowners Association, 1855 Sampson Avenue, Corona, CA 92879.

Respectfully submitted,

Board of Directors
Parkside Green Homeowners Association

Enclosures:

1. Full Operating Budget
2. Summary of Reserve Study
3. Summary of Reserve Funding Plan
4. Assessment and Reserve Funding Disclosure
5. Summary of Insurance Information
6. Association's Assessment and Billing Collection Policy
7. Statement of Collection Procedure (Civil Code Section 5730)
8. Statement Describing Association's Discipline Policy, Including Any Schedule of Penalties for Violation of the Governing Documents Pursuant (Civil Code Section 5850) – Enforcement Procedure
9. Summary of Dispute Resolution Procedures (Civil Code Sections 5920, 5965)
10. Summary of Any Requirements for Association Approval of Physical Change to Property (Civil Code Section 4765)
11. Charges for Documents Provided per Civil Code Section 4528

* Per Civil Code section 5305 the Association will have a review prepared by a certified public accountant after the close of the fiscal year. That document and any other information required by Corporation Code Section 8321 should be available to you within 120 days after the close of the fiscal year.

Parkside Green HOA
2026 Approved Budget
Fiscal Year of January 1, 2026 - December 31, 2026

	Association Per Year		Association Per Month		Unit Per Month
INCOME					
4010 - Assessments - 320 Units	\$	311,040.00	\$	25,920.00	\$ 81.00
4025 - Collection Reimbursement	\$	1,900.00	\$	158.33	\$ 0.49
4050 - Gate Cards/Openers	\$	1,000.00	\$	83.33	\$ 0.26
4130 - Interest	\$	25,100.00	\$	2,091.67	\$ 6.54
4140 - Late Charge	\$	2,700.00	\$	225.00	\$ 0.70
4230 - Violation Fines	\$	5,000.00	\$	416.67	\$ 1.30
TOTAL INCOME	\$	346,740.00	\$	28,895.00	\$ 90.30
UTILITIES					
5020 - Electricity	\$	16,000.00	\$	1,333.33	\$ 4.17
5060 - Telephone	\$	3,800.00	\$	316.67	\$ 0.99
5070 - Water	\$	17,000.00	\$	1,416.67	\$ 4.43
TOTAL UTILITIES	\$	36,800.00	\$	3,066.67	\$ 9.58
LAND MAINTENANCE					
5510 - Landscape Service	\$	20,400.00	\$	1,700.00	\$ 5.31
5540 - Landscape Supplies/Extras	\$	5,500.00	\$	458.33	\$ 1.43
5560 - Irrigation Repairs/Supplies	\$	5,300.00	\$	441.67	\$ 1.38
5850 - Tree Trim/Removal	\$	2,000.00	\$	166.67	\$ 0.52
5852 - Flood Basin/Jungle Area Maintenance	\$	5,000.00	\$	416.67	\$ 1.30
5950 - Backflow Testing/Repair	\$	850.00	\$	70.83	\$ 0.22
TOTAL LAND MAINTENANCE	\$	39,050.00	\$	3,254.17	\$ 10.17
COMMON AREA/MAINTENANCE					
7040 - Janitorial Service	\$	2,880.00	\$	240.00	\$ 0.75
7090 - Janitorial Supplies	\$	450.00	\$	37.50	\$ 0.12
8020 - Electrical & Lighting	\$	2,000.00	\$	166.67	\$ 0.52
8050 - Maintenance/Repairs	\$	1,500.00	\$	125.00	\$ 0.39
8075 - Holiday Lighting	\$	3,700.00	\$	308.33	\$ 0.96
8110 - Pest/Rodent Control	\$	1,680.00	\$	140.00	\$ 0.44
8130 - Gate Maint/Programming	\$	1,500.00	\$	125.00	\$ 0.39
8132 - Gate/Fence Repair	\$	4,000.00	\$	333.33	\$ 1.04
8140 - Security & Safety	\$	75,000.00	\$	6,250.00	\$ 19.53
8142 - Security & Safety Extras	\$	500.00	\$	41.67	\$ 0.13
8160 - Vandalism/Graffiti	\$	500.00	\$	41.67	\$ 0.13
8170 - Street Sweeping Service	\$	2,300.00	\$	191.67	\$ 0.60
8475 - Common Area/Maint Misc	\$	250.00	\$	20.83	\$ 0.07
TOTAL COMMON AREA/MAINTENANCE	\$	96,260.00	\$	8,021.67	\$ 25.07
ADMINISTRATION					
9015 - Bad Debt/Write Off	\$	500.00	\$	41.67	\$ 0.13
9020 - Audit/Tax Prep	\$	1,500.00	\$	125.00	\$ 0.39
9025 - Collection Expense	\$	2,000.00	\$	166.67	\$ 0.52
9110 - Insurance	\$	10,800.00	\$	900.00	\$ 2.81
9112 - Work Comp Insurance	\$	375.00	\$	31.25	\$ 0.10
9120 - Legal Services	\$	1,700.00	\$	141.67	\$ 0.44
9130 - Management Service	\$	51,000.00	\$	4,250.00	\$ 13.28
9135 - Management Extras	\$	600.00	\$	50.00	\$ 0.16
9142 - Election Inspection Service	\$	1,990.00	\$	165.83	\$ 0.52
9145 - Community Events/Social	\$	4,500.00	\$	375.00	\$ 1.17
9160 - Printing/Mailing/Supplies	\$	2,500.00	\$	208.33	\$ 0.65
9170 - Reserve Study	\$	500.00	\$	41.67	\$ 0.13
9195 - 1099 Prep & Filing	\$	700.00	\$	58.33	\$ 0.18
9475 - Administration Misc	\$	250.00	\$	20.83	\$ 0.07
TOTAL ADMINISTRATION	\$	78,915.00	\$	6,576.25	\$ 20.55
TOTAL OPERATING EXPENSES	\$	251,025.00	\$	20,918.75	\$ 65.37

RESERVES

9660 - Gate Operator/Entry System	\$	7,076.00	\$	589.67	\$	1.84
9690 - Mailboxes	\$	862.00	\$	71.83	\$	0.22
9715 - Irrigation	\$	1,907.00	\$	158.92	\$	0.50
9720 - Lighting	\$	8,926.00	\$	743.83	\$	2.32
9744 - Surveillance System	\$	537.00	\$	44.75	\$	0.14
9760 - Painting	\$	2,316.00	\$	193.00	\$	0.60
9770 - Painting-Wrought Iron	\$	1,010.00	\$	84.17	\$	0.26
9785 - Park/Play Area	\$	9,780.00	\$	815.00	\$	2.55
9795 - Signage	\$	3,870.00	\$	322.50	\$	1.01
9820 - Streets/Drives	\$	22,263.00	\$	1,855.25	\$	5.80
9840 - Fencing-Wrought Iron	\$	5,416.00	\$	451.33	\$	1.41
9845 - Walls-Stucco	\$	3,008.00	\$	250.67	\$	0.78
9890 - Tree Trim/Maintenance	\$	911.00	\$	75.92	\$	0.24
9920 - Contingency	\$	2,733.00	\$	227.75	\$	0.71
9921 - Interest Allocation	\$	25,100.00	\$	2,091.67	\$	6.54
TOTAL RESERVES	\$	95,715.00	\$	7,976.25	\$	24.93

TOTAL EXPENSES & RESERVES	\$	346,740.00	\$	28,895.00	\$	90.30
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Difference (Income Less Expenses & Reserves) \$ 0.00 \$ 0.00 \$ 0.00

Monthly Reserve Contribution from Operating: 5,884.58
Estimated Average Monthly Reserve Interest: 2,091.67
Total Estimated Monthly Reserve Contribution: \$7,976.25

Prepared 11/21/2025 KZ/RA/BOARD

Parkside Green Homeowners Association
Corona, California
RDA Owner's Summary

Report Date	August 22, 2025	Parameters:	
Version	008	Inflation	3.50%
Account Number	11645	Annual Contribution Increase	3.50%
Budget Year Beginning	1/ 1/26	Investment Yield	4.00%
Ending	12/31/26	Taxes on Yield	30.00%
		Contingency	3.00%
Total Units Included	320	Reserve Fund Balance as of	
Phase Development	1 of 1	1/ 1/26:	\$1,389,173.00

Project Profile & Introduction

For budgeting purposes, unless otherwise indicated in this report, we have used August 1994 as the basis for aging all the original components examined in this analysis.

All information as to the improvements, repairs, replacements and inventory of the reserve components has been provided by the association and/or a previous reserve study completed by another firm.

RDA On-Site Inspection: August 15, 2025

RDA Summary of Calculations

Monthly Contribution to Reserves Required:	\$14,430.28
(\$45.09 per unit per month)	
Average Net Monthly Interest Contribution This Year:	2,091.64
Net Monthly Allocation to Reserves 1/ 1/26 to 12/31/26:	\$16,521.92
(\$51.63 per unit per month)	

RDA Reserve Management Software
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RESERVE DATA ANALYSIS • (714) 434-8396

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Parkside Green Homeowners Association
RDA Owner's Summary

REPORT DATE: August 22, 2025
 VERSION: 008
 ACCOUNT NUMBER: 11645

DESCRIPTION	USE LIFE	+/- LIFE	REM LIFE	CURRENT COST	FULLY FUNDED RESERVES	ASSIGNED RESERVES
Streets - Asphalt Overlay, 2026	25	0	0	324,835	324,835	324,835
Streets - Asphalt Overlay, 2034	25	+2	8	345,000	242,778	242,778
Streets - Asphalt Overlay, 2038	25	+1	12	422,066	227,266	139,678
Streets - Asphalt Repairs	4	+6	4	36,935	22,161	22,161
Streets - Asphalt Slurry Seal	4	0	0	51,588	51,588	51,588
Streets - Concrete, Repairs	4	+1	4	23,076	3,979	3,979
*** CATEGORY SUMMARY:				1,203,500	872,607	785,019
Paint - Light Standards	4	0	2	2,890	1,112	1,112
Paint - Mailboxes	4	0	0	33,120	33,120	33,120
Paint - Stucco Walls	8	0	6	21,930	4,579	4,579
Paint - Wrought Iron, Gates	4	0	1	4,455	3,341	3,341
Paint - Wrought Iron, Grounds	4	0	1	13,485	10,114	10,114
*** CATEGORY SUMMARY:				75,880	52,265	52,265
Fencing - Wrought Iron, Gates	20	+5	9	45,264	28,969	28,969
Fencing - Wrought Iron, Grounds	20	+21	9	67,388	52,382	52,382
Fencing - Wrought Iron, Lincoln	20	0	17	13,032	1,955	0
Fencing - Wrought Iron, River	20	0	13	4,910	1,678	0
Fencing - Wrought Iron, Wash Area	20	0	15	24,875	5,740	0
Walls - Stucco, Repairs	30	0	0	46,505	46,505	46,505
*** CATEGORY SUMMARY:				201,974	137,229	127,855
Lighting - Electrical Meters	30	0	0	18,000	18,000	18,000
Lighting - Entry	12	0	7	1,518	633	633
Lighting - Park Area	20	+18	6	21,830	18,329	18,329
Lighting - Street	30	+11	9	116,640	90,667	90,667
*** CATEGORY SUMMARY:				157,988	127,628	127,628
Park Area - BB Court, Backboard	20	+10	6	3,022	2,418	2,418
Park Area - BB Court, Replace	50	0	18	82,170	52,240	0
Park Area - BB Court, Stripe	8	+3	1	2,580	2,345	2,345
Park Area - Doggie Bins	16	0	12	1,010	253	253
Park Area - Furnishings	20	0	13	15,995	5,332	0
Park Area - Play Canopy	15	+6	1	31,905	30,386	30,386
Park Area - Play Structure	15	0	11	65,644	17,505	17,505
Park Area - Play Surface	10	0	6	62,128	24,851	24,851
*** CATEGORY SUMMARY:				264,454	135,329	77,757
Mailboxes/Posts - Replacement	25	0	17	104,000	32,566	0
*** CATEGORY SUMMARY:				104,000	32,566	0
Access - Battery Backup, Harrington	10	0	7	7,740	2,037	2,037

Parkside Green Homeowners Association
RDA Owner's Summary

DESCRIPTION	USE LIFE	+/- LIFE	REM LIFE	CURRENT COST	FULLY FUNDED RESERVES	ASSIGNED RESERVES
Access - Entry, Keypads	12	0	0	4,506	4,506	4,506
Access - Entry, Phones	12	0	0	12,134	12,134	12,134
Access - Entry, System	8	0	0	21,000	21,000	21,000
Access - Gate Operators, Harrington	12	0	0	21,140	21,140	21,140
Access - Gate Operators, Lincoln	12	0	0	10,570	10,570	10,570
Access - Gate Operators, River Rd	12	0	9	10,570	2,237	2,237
Access - Lane Spikes	12	+8	3	9,321	7,868	7,868
Access - Surveillance System	10	0	3	45,000	31,500	31,500
*** CATEGORY SUMMARY:				141,981	112,993	112,993
Signs - "Severe Tire Damage"	15	+5	3	4,413	3,725	3,725
Signs - Message Centers	16	0	9	1,387	582	582
Signs - Monument	20	+15	3	16,200	14,788	14,788
Signs - Traffic	20	0	16	24,570	4,914	0
*** CATEGORY SUMMARY:				46,570	24,009	19,095
Irrigation - Backflow Cages	30	0	28	1,605	107	0
Irrigation - Backflow Devices, 2018	30	0	22	2,220	564	0
Irrigation - Backflow Devices, 2022	30	0	26	2,200	272	0
Irrigation - Backflow Devices, Orig	30	+1	0	6,600	6,600	6,600
Irrigation - Controllers, 2023	15	0	12	2,976	470	470
Irrigation - Controllers, Original	15	0	0	13,767	13,767	13,767
Irrigation - Enclosures	30	0	0	7,400	7,400	7,400
*** CATEGORY SUMMARY:				36,768	29,180	28,237
Landscape - Replacement/Refurbish	5	0	2	10,000	5,862	5,862
Landscape - Tree Trimming	1	0	0	12,000	12,000	12,000
*** CATEGORY SUMMARY:				22,000	17,862	17,862
TOTAL ASSET SUMMARY:				2,255,114	1,541,667	1,348,712
CONTINGENCY @ 3.00%:					46,250	40,461
GRAND TOTAL:					1,587,917	1,389,173

Percent Fully Funded: 87%

Parkside Green Homeowners Association

Assessment and Reserve Funding Disclosure Summary

For the Fiscal Year January 1, 2026 through December 31, 2026

- (1) The regular assessment per ownership interest is \$81.00 per home per month.
- (2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date assessment will be due:	Amount per ownership interest per month or year (If assessments are variable, See note immediately below):	Purpose of the assessment:
N/A		
	Total:	

- (3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? No
- (4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members?

Approximate date assessment will be due:	Amount per ownership interest per month or year:
January through December 2037	\$355 per unit per month
	Total \$1,363,200

- (5) All major components are included in the reserve study and are included in its calculations.
- (6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$1,587,917 based in whole or in part on the last reserve study or update prepared by Reserve Data Analysis California, LLC as of August 22, 2025. The projected reserve fund cash balance at the end of the current fiscal year is \$1,389,173 resulting in reserves being 87 percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$N/A. The current deficiency in reserve funding expressed on a per unit basis is \$621.
- (7) Based on the method of calculation in paragraph (4) of subdivision (b) of section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is (b), and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is (a), leaving the reserve at (c) percent funding. (See recommendation below)

Year Ending	Projected Reserve Balance (a)	Estimated Amount Required in Reserves (b)	Percent Fully Funded (c)
2026	1,004,271	1,172,945	86 %
2027	1,143,392	1,300,104	88 %
2028	1,332,001	1,479,607	90 %
2029	1,460,757	1,597,572	91 %
2030	1,520,729	1,644,608	92 %

If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be (a), leaving the reserve at (b) percent funding. (See approved budget below)

Year Ending	Projected Reserve Balance (a)	Percent Fully Funded (b)
2026	925,821	79 %
2027	983,855	76 %
2028	1,088,199	74 %
2029	1,127,437	71 %
2030	1,085,730	66 %

At the time this summary was prepared, the assumed long-term before tax interest rate earned on reserve funds was 4% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.5% per year.

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. The preparer of this form will be indemnified and held harmless against all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees, to which may become subject in connection of this engagement, because of any false, misleading or incomplete information which has been relied upon by others, or which may result from any improper use or reliance on the disclosure by you or any third party.



Parkside Green HOA INSURANCE SUMMARY DISCLOSURE

Pursuant to Section 5300 (b)(9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies. Pursuant to Civil Code Section 5300 (a), this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.

I. GENERAL LIABILITY INSURANCE

A.	Name of Insurer:	Lio Insurance
B.	Policy Limits:	\$1,000,000 per occurrence; \$2,000,000 aggregate
C.	Amount of Deductible (if any):	\$0
D.	Umbrella coverage, if applicable:	\$5,000,000
E.	Umbrella carrier:	Greenwich Insurance Company
F.	Policy dates:	9/23/2025 - 9/23/2026

II. PROPERTY INSURANCE

A.	Name of Insurer:	Lio Insurance
B.	Policy Limits:	\$297,000
C.	Amount of Deductible:	\$5,000
D.	Policy dates	9/23/2025 - 9/23/2026

II. DIRECTORS & OFFICERS INSURANCE

A.	Name of Insurer:	Accredited Surety And Casualty
B.	Policy Limits:	\$1,000,000
C.	Amount of Deductible:	\$15,000
D.	Policy dates	9/23/2025 - 9/23/2026

III. FLOOD INSURANCE

A.	Name of Insurer:	None
B.	Policy Limits:	
C.	Amount of Deductible:	
D.	Policy dates	

IV. FIDELITY BOND INSURANCE

A.	Name of Insurer:	PMA Insurance Group
B.	Policy Limits:	\$1,500,000
C.	Amount of Deductible:	\$10,000
D.	Policy dates	9/23/2025 - 9/23/2026

This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

ASSESSMENT COLLECTION POLICY FOR PARKSIDE GREEN HOMEOWNERS ASSOCIATION

The effective and prompt collection of assessments is vital to the existence, maintenance and operation of our Association. In compliance with the law, this Collection Policy ("Policy") is distributed to the members of our Association to inform you of our policies and practices in enforcing our legal right to collect assessments from members.

1. Assessments. Regular assessments are due on the first day of each month, unless a different due date is established by the Board of Directors. Special assessments are due according to the terms of the special assessment imposed under the Association's CC&Rs.

2. Delinquent Assessments. Assessments are delinquent fifteen (15) days after they are due. A late charge of not to exceed 10% of the delinquent assessment, or \$10.00, whichever is greater, will be charged for each delinquent assessment, i.e., if payment is not received within fifteen (15) days of the due date. In addition, assessments delinquent for over thirty (30) days are subject to interest at twelve percent (12%) per annum. Interest on all sums, including assessments, late charges, fees and costs of collection, and attorneys' fees will accrue from the time the delinquent assessment is thirty (30) days past due, and will continue to accrue on the unpaid balances until the account is paid in full.

3. Member's Obligation to Pay Assessments and Charges. Regular and special assessments, with late charges, fees and costs of collection, attorneys' fees, and interest, as determined under Civil Code §5650(b), are a debt of the owner of the separate interest (Member) when the assessment or other sums are levied. (Civil Code §5650(a).) Because these assessments and related charges constitute a personal obligation of each Member, the Association has a right to look to the Member, personally, to pay the debt and may pursue collection of that debt in a court action. If the Member is delinquent in the payment of assessment obligations and a lien is recorded against the Member's property, the Association may seek recovery of the delinquent assessment from the sale of the unit by foreclosure.

a. *Address for Overnight Payment*. The Association's address for overnight payment of assessments is as disclosed annually in the Association's Annual Policy Statement.

b. *Receipt of Payment*. When a Member makes a payment, the Association will provide a receipt upon a Member's request.

c. *Returned Checks*. Returned checks are subject to a service fee in the same amount incurred by the Association.

4. Notice of Assessment Lien. When assessments become delinquent by over thirty (30) days, the Association may send the Member a pre-lien letter giving notice of the delinquency and requesting immediate payment.

a. *Cost to Prepare and Send*. The Member will be charged the cost incurred by the Association for preparing and sending this letter. The amount will be specified in the pre-lien letter and/or the itemization sent with the letter.

- b. *Service of Notice.* Pre-lien letters will be sent by certified mail to the Member's unit address unless the Member provides the Association with a different mailing address. Notices must also be sent to a secondary address if so requested by the Member in writing.
- c. *Contents of Notice.* The pre-lien letter will include this information and any other information required by law:
 - i. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount claimed to be owed;
 - ii. A statement that the notified Member may inspect the Association's records under Civil Code §5205;
 - iii. A statement in 14-point boldface type (or capital letters if typed):
"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."
 - iv. An itemized statement of the charges owed by the Member, including items on the statement which indicate any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any;
 - v. A statement that the Member will not be liable to pay the charges, interest and costs of collection, if it is determined that the assessment was paid on time to the Association;
 - vi. A statement that the notified Member has a right to meet with the Board as provide in Civil Code §5665 and as described in paragraph 6, below;
 - vii. A statement that the Member may dispute the assessment debt by submitting a written request for dispute resolution to the Association under the Association's "meet and confer" program required by Civil Code §5900 et seq.; and
 - viii. A statement that the Member may request alternative dispute resolution with a neutral third party under Civil Code §5925 et seq. before the Association may initiate foreclosure against the Member's separate interest, except that binding arbitration will not be available if the Association intends to initiate a judicial foreclosure.

5. Application of Payments. Any payments made by the owner of a separate interest (Member) toward a debt for a regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees and interest will first be applied to the assessments owed, and, only after the assessments owed are paid in full will the payments be

applied to the fees and costs of collection, attorney's fees, late charges, or interest. (Civil Code §5655.)

6. Partial Payments. If a delinquent Member makes partial payments, the collection process will continue until the delinquent Member pays all delinquent amounts in full, including any assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. Once all delinquencies in the account are paid in full, the Association will release the assessment lien.

7. Member's Rights. On receipt of the pre-lien letter described in paragraph 4, the noticed Member has the following rights:

- a. *Payment Plan*. The noticed Member may submit a written request to meet with the Board to discuss a payment plan for the debt noticed. (Civil Code §5665.)
 - i. The Board will meet with the Member in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the postmark of the notice, unless there is no regularly scheduled board meeting within that period, in which case the Board may designate a committee of one or more directors to meet with the Member.
 - ii. Payment plan requests will be considered on a case-by-case basis. The Board reserves the right to decline a Member's request.
 - iii. Payment plans may incorporate any assessments that accrue during the payment plan period. Additional late fees will not accrue during the payment plan period if the Member complies with the payment plan.
 - iv. If a default on any payment plan occurs, the association may resume its efforts to collect the delinquent assessments from the time prior to entering the payment plan.
 - v. Payment plans will not impede an association's ability to record a lien on the Member's separate interest to secure payment of delinquent assessments.
- b. *Meet and Confer Program*. The noticed Member may dispute the assessment debt by submitting a written request for dispute resolution to the Association under the Association's "meet and confer" program. If no policy has been adopted, then the following will apply under Civil Code §5915:
 - i. The party may request the other party to meet and confer to resolve the dispute. The request will be in writing.
 - ii. A Member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
 - iii. The Board must designate one director to meet and confer.

- iv. The parties will meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith to resolve the dispute.
- v. The parties may be assisted by an attorney or another person at their own cost when conferring. A member intending to bring an attorney or another person to an IDR must inform the Association at least ten (10) days prior to the meeting or, if scheduled by mutual agreement on less than ten (10) days' notice, at the time the meeting date is agreed upon. The Association is represented by counsel. If a member brings an attorney or other person without the Association's prior knowledge, the IDR may be rescheduled to a later date to allow the Association to have its attorney or another representative present at the meeting.
- vi. A resolution of the dispute agreed to by the parties will be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- vii. An agreement reached by the parties in the meet and confer process will bind the parties and is judicially enforceable if signed by both parties and both these 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 consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board.
- viii. A member of the Association may not be charged a fee to participate in IDR.

c. *Alternative Dispute Resolution.* The noticed Member may request alternative dispute resolution with a neutral third party under Civil Code §5925 et seq.

8. Payment under Protest. If a dispute exists between the owner of a separate interest (Member) and the Association regarding 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 the amount in dispute does not exceed the jurisdictional limits of the small claims court stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, the owner of the separate interest (Member) may, besides pursuing dispute resolution under Civil Code §5925, et seq., pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest under Civil Code §5650(b), and commence an action in small claims court under Code of Civil Procedure §116.110, et seq.

9. Association's Collection Rights. The Association's debt collection procedures are:

- a. *Delinquent Less Than \$1,800 and Fewer Than 12 Months.* If the unpaid regular or special assessments are less than \$1,800 (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest) and fewer than twelve (12) months delinquent, the Association may attempt to collect or secure that debt in one or more of these ways:
 - i. If the delinquent assessments, late charges, interest, and all costs of collection, including attorney's fees, are not paid in full within thirty (30) days of the pre-lien notice, by recording a lien on the Member's separate interest.
 - ii. By filing a civil action in small claims court. If the Association proceeds by an action in small claims court, and prevails, it may enforce the judgment as permitted by law as provided in Code of Civil Procedure, §116.810, et seq. The amount that may be recovered in small claims court to collect upon a debt for delinquent assessments may not exceed the jurisdictional limits of the small claims court and will be the sum of the following:
 - 1. The amount owed as of the date of filing the complaint in the small claims court proceeding.
 - 2. In the discretion of the court, an additional amount to that described in subparagraph (1) equal to the amount owed for the period from the date the complaint is filed until satisfaction of the judgment, which total amount may include accruing unpaid assessments and any reasonable late charges, fees and costs of collection, attorney's fees, and interest, up to the jurisdictional limits of the small claims court.
 - iii. By any other manner provided by law, except for judicial or nonjudicial foreclosure.
- b. *Delinquent at Least \$1,800 or More Than 12 Months.* If the unpaid regular or special assessments are delinquent at least \$1,800 (not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest) and/or more than 12 months delinquent, the Association may attempt to collect or secure that debt in any of these ways:
 - i. If the delinquent assessments, late charges, interest, and all costs of collection, including attorney's fees are not paid in full within thirty (30) days of the pre-lien notice, by recording a lien on the Member's separate interest and, if desired, initiating either judicial or nonjudicial foreclosure of the lien.
 - ii. Collect the delinquent assessments, late fees, interest, and all costs of collection, by filing a legal action in small claims court or superior court. An abstract of any judgment for the Association may be recorded and may affect the Member's credit.

- iii. By any other manner provided by law.
- c. *Board Decision to Record Lien.* The decision to record a lien for delinquent assessments will be made only by the Board and may not be delegated to an agent of the association. The Board will approve the decision by a majority vote of the directors in an open meeting. The Board will record the vote in the minutes of that meeting. (Civil Code §5673.)
- d. *Fee Incurred to Prepare and Record Lien.* The Member will be charged the actual cost the Association incurs for the preparation and recording of the lien. This amount includes the cost of releasing the lien upon verification of payment in full.
- e. *Lien Contents.* The recorded copy of the lien (notice of delinquent assessment) must include this information:
 - i. The amount of the assessment and other sums imposed under Civil Code §5650(b);
 - ii. A legal description of the Member's separate interest in the common interest development against which the assessment and other sums are levied;
 - iii. The name of the record owner of that separate interest in the common interest development against which the lien is imposed;
 - iv. If the lien is to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale.

The itemized statement of the charges owed by the Member, as described in Civil Code §5660(b) will be recorded with the notice of delinquent assessment.

The notice of delinquent assessment will be signed by the person designated in the Declaration or by the Association for that purpose, or if no one is designated, by the president of the Association.

A copy of the recorded notice of delinquent assessment will be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the Association's records, and the notice will be mailed by 10 calendar days after recordation.

10. Release of Lien upon Payment. Within 21 days of the payment of the sums specified in the notice of delinquent assessment, the association will record or cause to be recorded in the office of the county recorder in which the notice of delinquent assessment is recorded a lien release or notice of rescission and provide the owner of the separate interest (Member) a copy of the lien release or notice that the delinquent assessment has been satisfied.

11. Pursuit of Nonjudicial Foreclosure to Collect Assessments. After the expiration of 30 days following recording a lien created under Civil Code §5675, the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted under Civil Code §2934a. (Civil Code §5700(a).) Any sale by a trustee in a nonjudicial foreclosure must be conducted in accordance with Civil Code §§5710, 2924, 2924b, and 2924c, applicable to the exercise of powers of sale in mortgages or deed of trusts, and the fees of the trustee may not exceed the amounts prescribed in Civil Code §§ 5710(c)(1) and (c)(2), 2924c and 2924d. (Civil Code §5710.)

12. Alternative of Pursuing Collection in a Small Claims Court Proceeding. Instead of pursuing lien and foreclosure remedies, the Association may sue delinquent Members personally, or take a deed in lieu of foreclosure. (Civil Code §§ 5700(b) and 5720(b)(1) and (3).)

13. Annual Notice to Members of Assessment and Assessment Collection Rules. The Association will distribute its collection policy to each member no fewer than 30 days or more than 90 days immediately preceding the beginning of the Association's fiscal year.

14. Notice Required by Civil Code §5730

"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 sections of the Civil Code indicated 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 nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial 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 nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial 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. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the 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. (Section 5675 of the Civil Code)

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. (Section 5660 of the Civil Code)

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. (Section 5685 of the Civil Code)

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, the owner 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. (Section 5655 of the Civil Code)

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 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the 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 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the 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. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest 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 exists. (Section 5665 of the Civil Code)

The Board 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 to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

PARKSIDE GREEN
HOMEOWNERS ASSOCIATION
ADOPTED REVISED FINE POLICY

10.0 Violation Enforcement Policy

10.1 Within seven (7) days from the date an alleged violation is reported to the association management company, either verbally or in writing, a written violation letter will be sent via first class mail to the offending Homeowner. In the event that the violation requires immediate action, the management company may opt to notify the offending Homeowner either by telephone or personally visit, followed up by a written violation letter.

10.2 All written complaints shall be acknowledged. However, if The Board reviews the complaint, they may elect to drop the complaint based upon insufficient evidence to support the complaint.

10.3 If additional time is requested as an extension for correction, this request must be received in writing by the management company within fourteen (14) days upon receipt of the notice with an explanation as to the cause for the delay.

10.4 Should the Board request a hearing to discuss the alleged violation, notification shall be made in writing and shall indicate the date, time and place to be present in order to hear any facts regarding the matter.

10.5 Should the alleged offender not be available to attend such hearing, they may send a written reply to the management company for Board consideration. In the absence of either written statement or the alleged offender, The Board may proceed in order to enforce the rules through penalty assessments or litigation.

10.6 Written notification of The Board's decision regarding hearings shall be sent via first class mail to the owner record.

10.7 Should the offender be fined and not comply with the rules or pay the fine, the Association, The Board, may turn the matter over to legal counsel or pursue other means collection and/or enforcement.

10.8 All legal fees, court costs, etc. shall be billed to the Homeowner in violation for payment.

10.9 Penalties (fines) for non-compliance of the Association's Governing Documents may be assessed, after notice and hearing in accordance with the following schedule:

First Occurrence: Notice

Second Occurrence: \$100.00

Third Occurrence: \$200.00

Fourth Occurrence: \$400.00

PARKSIDE GREEN HOMEOWNERS ASSOCIATION

c/o SO CAL PROPERTY ENTERPRISES, INC.

1855 SAMPSON AVENUE

CORONA, CA 92879

PHONE: 951-270-3700 • FAX: 951-270-3709

**RE: 1) SUMMARY OF STATUE OF THE ALTERNATIVE DISPUTE RESOLUTION (ADR)
CIVIL CODE §5925 through §5965**

**2) DESCRIPTION OF THE PROCEDURE OF THE INTERNAL DISPUTE
RESOLUTION (IDR) CIVIL CODE §5900 through §5920 (EFFECTIVE JANUARY 1,
2014)**

Dear Member,

Please be informed about the following:

ALTERNATIVE DISPUTE RESOLUTION

Pursuant to Civil Code §5925 et seq., this is a summary for submitting a dispute between the Association and a member to Alternative Dispute Resolution (“ADR”) prior to initiating litigation to enforce the Association’s governing documents, the Davis-Stirling Act (Civil Code §4000, et seq.), or the Non-Profit Mutual Benefit Corporation Law (Corporations Code §7110, et seq.). The Association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to ADR. ADR means mediation, arbitration, conciliation or other non-judicial procedures that involves a neutral third party before filing a lawsuit. The ADR requirements only apply to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits of small claims court. It does not apply to small claims actions or to assessment disputes, except as required by other laws, e.g., requirements to offer IDR or ADR before recording an assessment lien or commencing foreclosure.

The form of ADR chosen as listed above may be either binding or non-binding, with the voluntary consent of the parties. Failure of either the Association or any owner to offer ADR prior to initiation litigation is a potential basis for having your lawsuit dismissed. Additionally, in an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of §5975, the court, in determining the amount award, may consider whether a party’s refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

Finally, this statute specifically requires that the members of the Association are to be annually provided with a summary of the ADR Provision contained within Civil Code §5925 through §5965 (“Annual ADR Notice”).

“Failure of 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 the member’s right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.”

If you have a dispute with a member or with the Association regarding the enforcement of the governing documents, we strongly suggest that you review the provisions of Civil Code §5925 and consult with an attorney as to your certain rights and remedies.

INTERNAL DISPUTE RESOLUTION

Pursuant to the requirements of California Civil Code §5900 et seq., the following Internal Dispute Resolution procedure is provided as stated in California Civil §5915. This policy applies to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Act, Civil Code §4000, et seq.; the California Non-Profit Mutual Benefit Corporation Law Corporations Code §7110, et seq.; or the governing documents of the Association. This Policy is in addition to the requirements of California Civil Code §5925, et seq., setting forth Alternative Dispute Resolution procedures. The IDR process supplements the ADR process.

Either party to an aforementioned dispute 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. A party must respond within 30 days of receiving a request. If a member fails to respond to an Association's request, it will be deemed rejected.
3. The Association's Board of Directors shall designate a member of the Board to meet and confer. The meet and confer will occur within 90 days of receiving the request.
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 this policy 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 Internal Dispute Resolution process.

RESOLUTION OF PARKSIDE GREEN HOMEOWNERS ASSOCIATION
ASSOCIATION'S BOARD OF DIRECTORS CONCERNING REQUIREMENTS
FOR REVIEWING PROPOSED PHYSICAL CHANGES TO
AN OWNER'S SEPARATE INTEREST OR TO THE COMMON AREA

WHEREAS, pursuant to Parkside Green Homeowners Association ("Association") Declaration of Covenants, Conditions & Restrictions ("CC&Rs") the Association's Architectural Control Committee ("ACC") is empowered to rule upon applications for architectural improvements submitted by members;

WHEREAS, California State Assembly Bill 2376 has been enacted and codified as Civil Code § 4765, setting forth additional requirements for review of architectural applications to an owner's separate interest or to the common area.

IT IS HEREBY RESOLVED BY The Board of Directors of the Parkside Green Homeowners Association that the following procedures for review of proposed physical changes to an owner's separate interest or to the common area are to be adhered to by the Association's ACC:

- (1) The Association, acting through the ACC, shall provide a fair, reasonable, and expeditious procedure for making its decision on proposed physical changes to an owner's separate interest or to the common area. Said procedure shall be included in the Association's governing documents. The procedure shall provide for prompt deadlines. The procedure shall state the maximum time for response to an application or a request for reconsideration by the Board of Directors.
- (2) A decision on a proposed change shall be made in good faith and may not be unreasonable, arbitrary, or capricious.
- (3) A decision on a proposed change shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code.
- (4) A decision on a proposed change shall be in writing. If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board of Directors.
- (5) If a proposed change is disapproved, the applicant is entitled to reconsideration by the Board of Directors of the Association at an open meeting of the Board. This paragraph does not require reconsideration of a decision that is made by the Board of Directors or a body that has the same membership as the board of directors, at a meeting that satisfies the requirements of Civil Code Section 4900. Reconsideration by the board does not constitute dispute resolution within the meaning of Civil Code Section 5905.

**CHARGES FOR DOCUMENTS PROVIDED
AS REQUIRED BY SECTION 4525***

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address:

Owner of Property:

Owner's Mailing Address (If known or different from property address.):

Provider of the Section 4525 Items:

Print Name _____ Position or Title _____ Association or Agent

Date Form Completed:

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App), or Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Articles of Incorporation or statement that not incorporated	Section <u>4525(a)(1)</u>	30.00	
CC&Rs	Section <u>4525(a)(1)</u>	45.00	
Bylaws	Section <u>4525(a)(1)</u>	30.00	
Operating Rules	Section <u>4525(a)(1)</u>	15.00	
Age restrictions, if any	Section <u>4525(a)(2)</u>	N/App	
Rental restrictions, if any	Section <u>4525(a)(9)</u>	N/App	
Annual budget report or summary, including reserve study	Sections <u>5300</u> and <u>4525(a)(3)</u>	25.00	
Assessment and reserve funding disclosure summary	Sections <u>5300</u> and <u>4525(a)(4)</u>	55.00	
Financial statement review	Sections <u>5305</u> and <u>4525(a)(3)</u>	30.00	
Assessment enforcement policy	Sections <u>5310</u> and <u>4525(a)(4)</u>	00.00	
Insurance summary	Sections <u>5300</u> and <u>4525(a)(3)</u>	15.00	
Regular assessment	Section <u>4525(a)(4)</u>	98.00	
Special assessment	Section <u>4525(a)(4)</u>	N/A	
Emergency assessment	Section <u>4525(a)(4)</u>	N/A	
Other unpaid obligations of seller	Sections <u>5675</u> and <u>4525(a)(4)</u>	N/A	
Approved changes to assessments	Sections <u>5300</u> and <u>4525(a)(4), (8)</u>	N/A	
Settlement notice regarding common area defects	Sections <u>4525(a)(6), (7), and 6100</u>	N/A	
Preliminary list of defects	Sections <u>4525(a)(6), 6000, and 6100</u>	N/A	
Notice(s) of violation	Sections <u>5855</u> and <u>4525(a)(5)</u>		
Required statement of fees	Section <u>4525</u>	00.00	
Minutes of regular board meetings conducted over the previous 12 months, if requested	Section <u>4525(a)(10)</u>	45.00	

Total fees for these documents:

* The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately.