

**CROWN COLONY**  
HOMEOWNERS ASSOCIATION  
379 IMPERIAL WAY, DALY CITY, CA 94015-2503 • (650)756-8220 • FAX: (650)756-4323

May 22, 2020

Dear Crown Colony Homeowner,

At its May 20, 2020 meeting, the Board approved the 2020/21 Budget prepared by the Management Company and the Reserve Expenditures and Funding Update Schedule prepared by John D. Beatty & Co. The budget reflects an increase of 6.5% and you can find what the new dues will be for your unit on the Schedule of Individual Assessments located in this packet. A majority of this rise in your dues is because of increases in the cost of utilities and insurance.

Pursuant to the requirements of Civil Code Section 5300 the following are enclosed:

- 2020/21 Operating Budget;
- Schedule of Individual Assessments
- Reserve Study and Funding Schedule;
- Assessment and Reserve Funding Disclosure Summary;
- Budget Report and Policy Statement;
- Insurance Coverage Summary prepared by Risk Strategies Company;
- Alternative Dispute Resolution Summary (Civil Code Section 5920-5965), Meet and Confer Program Summary (Civil Code Section 5905) and Alternative Dispute Resolution Statutes for Community Associations and prepared by Crown Colony's legal counsel Berding & Weil;
- Association Assessment Collection Policy;
- Notice of Collection Rights and Obligations;
- Association's Fine Policy and Schedule of Fines;
- How to Pay My Assessment Notice and Union Bank Authorization Form;
- FHA & VA Certification Disclosures;
- Request for Annual Notice of Address, Representative and Rental Status as per Civil Code 4041
- Notice of Charges for Documents Provided as Required by Civil Code 4525
- Architectural Rules and Improvement Application

The Board feels it has provided you a complete information package to help you understand how your monthly dues are spent and where your money will be spent during the next fiscal year. The Reserve Funding Schedule shows where your money has been spent and where it will be spent over the next several years for replacement of and repairs to major components. It is imperative we have a properly-funded plan in place to allow us to continue these replacements and repairs. The enclosed reserves schedule reflects expenditures through 2027-2028 and a funding plan through year 2047-2048. If you would like a copy of the expenditures through year 2047-2048, you may obtain a copy from the HOA office. If you have any questions, please call the Association Office at (650) 756-8220. Members may obtain minutes of a Board meeting from the Association Office 30 days after the meeting's date. The Crown Colony Rules, Regulations & Information booklet is given to all residents when they move in and is available in the HOA Office.

Very truly yours,



Rick Crump, President  
Crown Colony Homeowners Association

Copies mailed to all Owners of Record as of May 21, 2020

# 2020/2021 Crown Colony Budget

ACCT#	CATEGORY	/UNIT /MONTH	MONTHLY TOTAL	ANNUAL TOTAL	AFCT#	CATEGORY	/UNIT /MONTH	MONTHLY TOTAL	ANNUAL TOTAL
ADMINISTRATIVE					OTHER EXPENSES				
5001	Accounting	4.29	3,950	47,400	5300	Cleaning Supplies	0.45	417	5,000
5002	Audit & Tax Prep.	0.44	404	4,850	5315	Damage Repairs	4.53	4,167	50,000
5020	Insurance	34.60	31,833	382,000	5325	Electrical Repairs	0.45	417	5,000
5025	Legal Expense	0.63	583	7,000	5335	Fire Equipment	0.63	583	7,000
5030	Management Fees	18.87	17,364	208,362	5360	Lightbulbs, Fixtures	0.00	0	0
5035	Newsletter Expense	0.38	350	4,200	5365	Boiler Maintenance	0.54	500	6,000
5040	Office Expense	1.36	1,250	15,000	5370	Misc. Maintenance	0.59	542	6,500
5050	Permits & Fees	0.77	708	8,500	5371	Locksmith	3.62	3,333	40,000
5055	Postage	0.40	367	4,400	5375	Bus Maintenance	0.82	750	9,000
5060	Printing	0.63	583	7,000	5380	Painting Supplies	11.23	10,333	124,000
5061	Recruitment	0.06	54	650	5385	Plumbing	0.41	375	4,500
5080	Telephone	3.62	3,333	40,000	5390	Drainage	3.35	3,083	37,000
	Total Administrative	66.07	60,780	729,362	5391	Recreation Expense	0.45	417	5,000
					5394	Vehicle Maintenance	0.45	417	5,000
						Total Other Expenses	28.62	26,333	316,000
OP EXP CONTRACTS					UTILITIES				
5100	Burglar Alarm	0.03	25	300	5400	Electricity	15.40	14,167	170,000
5110	Elevator	1.37	1,260	15,120	5410	Gas	23.55	21,667	260,000
5115	Elevator Extras	3.62	3,333	40,000	5420	Refuse & Trash	28.37	26,100	313,200
5120	Fire Alarm	1.30	1,200	14,400	5430	Water	31.70	29,167	350,000
5130	Heating & A/C	0.33	300	3,600		Total Utilities	99.02	91,100	\$1,093,200
5140	Landscaping	9.92	9,129	109,548	RESTRICTED FUNDS				
5145	Landscape Extras	1.09	1,000	12,000	9340	Reserves	121.34	111,633	1,339,591
5150	Office Machines	0.12	108	1,300	9450	Contingency	3.62	3,333	40,000
5160	Pest Control	0.74	680	8,160		Total Restricted	124.96	114,966	1,379,591
5170	Pools & Spas	1.20	1,100	13,200		TOTAL EXPENSES	444.02	408,494	4,901,929
5175	Pool/Spa Extras	2.26	2,083	25,000	INCOME				
5180	Window Washing	0.68	625	7,500	4210	Interest	0.09	83	1,000
5190	Carpet Cleaning	3.62	3,333	40,000	4220	HOA Late Fees/Interest	0.45	417	5,000
5191	Security	44.86	41,275	495,300	4230	Laundry	19.64	18,067	216,801
5192	Custodial	16.60	15,275	183,300	4240	Other Income	1.36	1,250	15,000
5195	HydroFlush/Jettering	1.17	1,075	12,900	4250	Recreation	0.01	13	150
	Total Op. Expenses	88.92	81,802	981,628	4260	Resale Office	0.36	333	4,000
					4270	Transfer/Demand Fees	0.59	542	6,500
SALARIES					4280	Move-In Fees	1.27	1,167	14,000
5210	Groundskeepers	9.81	9,030	108,355		Total Income	23.77	21,871	262,451
5220	Maintenance	17.99	16,548	198,576		TOTAL BUDGET	420.24	386,623	4,639,478
5240	Recreation	8.62	7,935	95,217					
	Total Salaries	36.43	33,512	402,148					

# CROWN COLONY HOMEOWNERS' ASSOCIATION

## Schedule of Individual Assessments

July 1, 2020 through June 30, 2021

Unit Name	Unit Type	Sq. Ft.	Previous Dues	Incr/(Decr)	NEW DUES
A- Bristol	Studio	483	\$356.67	\$19.80	\$376.47
B- Collingwood	1Bd /1Ba	717	\$379.65	\$22.86	\$402.51
C- Essex	1Bd /1Ba - Townhome	788	\$386.62	\$23.79	\$410.41
D- Monarch	1Bd /1Ba/Den	817	\$389.47	\$24.17	\$413.64
Dc-Vanguard	2Bd/2Ba	847	\$392.41	\$24.56	\$416.97
E- Devonshire	2Bd/1 1/2Ba - Townhome	1049	\$412.25	\$27.21	\$439.46
F- Argyle	2Bd/2Ba	1065	\$413.82	\$27.42	\$441.24
Fc-Sapphire	2Bd/2Ba	1150	\$422.16	\$28.53	\$450.69
G- Commonwea	2Bd/2Ba/Den	1131	\$420.30	\$28.28	\$448.58
Gc-Trafalgar	2Bd/2Ba/Den	1128	\$420.00	\$28.24	\$448.24
H- Penthouse	3Bd/2Ba	2415	\$546.37	\$45.08	\$591.45

Adjustments to budget include increases/decreases which affect all units equally as well as certain costs which are based on square footage. These variable items include insurance, natural gas, and replacement reserves for painting and roofs.

The dues reflect an average of 6.5% increase over last year's budget.

Approved at the May 20, 2020 Board of Directors' Meeting.

# **Reserve Study Summary**

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This report documents the results of an Update with No Site-Visit/Off-Site Review performed by John D. Beatty & Company for the following Condominium Community:

**Crown Colony Homeowners Association**

**Daly City, California**

It provides an analysis of the repair and replacement requirements for the association's major components and recommends a funding plan to meet those obligations. This study was performed in compliance with California Civil Code sections 4178, 5300, 5550, 5560 & 5565. The intent of this legislation is to insure that the association maintains a plan to meet all future obligations for major component maintenance. The essential elements of this legislation are:

- 1 . Identification of the major components which the association is obligated to maintain
- 2 . Current estimate of the useful life of each component
- 3 . Current estimate of the remaining life of each component
- 4 . Current estimate of the replacement cost of each component
- 5 . Current estimate of the total annual contribution necessary to maintain the major components
- 6 . Current estimate of the amount of cash reserves necessary to maintain the major components
- 7 . Disclosure of the current amount of accumulated cash reserves actually funded
- 8 . Disclosure of the percentage of reserves actually funded
- 9 . Disclosure of any determined or anticipated special assessments
- 10 . A general statement of methodology

## ***SCOPE***

This study is aligned with the association's fiscal year and establishes July 1, 2020 through June 30, 2030 as the period of time for which reserve expenditures and reserve fund balances are projected.

## ***METHODOLOGY***

A cash flow methodology was used to determine the annual reserve contribution. The underlying premise of this reserve funding approach is to establish a contribution level that will allow the association to maintain a positive balance in the reserve fund while meeting all anticipated maintenance obligations. The cash flow method allows the association to achieve this goal without the unnecessary overfunding of reserves. Also, as the interest earned on the reserve fund will not totally offset inflation, projections were made using the current inflation factor and an average interest rate on fully insured certificates of deposit.

In preparing this study, a comprehensive list of major components was developed and information was compiled on the type, number, age and cost of each of these components. In gathering this data, certain assumptions were made about costs, conditions, and future events and circumstances that may occur. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this report. Therefore, the actual replacement costs and remaining lives may vary from this report and the variations could be material. All life expectancies were based on reasonable industry experience for equipment and material and, unless specifically noted, all components were in a reasonable and ordinary condition.

**No inspection was conducted of the major components. Information utilized to update the reserve study was obtained from management and the association's records. Prior quantities delineated on the previous reserve study with inspection are assumed to be accurate. The condition of components in the previous reserve study with inspection was based on a reasonable sample. It is assumed that all components are to be reasonably maintained for the remainder of their life expectancy.**

For a component to be included in this study, the following criteria must be met:

- 1 . The maintenance of the component is the responsibility of the association;
- 2 . The maintenance of the component is not included in the annual operating budget;
- 3 . The estimated useful life of the component is greater than one year; and
- 4 . The estimated remaining life of the component is less than 30 years.

This study is intended to reflect the estimated replacement cost of the components and is not intended to project the actual cost of the work when performed. This limitation is necessary, as it is virtually impossible to predict with any degree of certainty the myriad factors that will impact costs at a future date. Because of this qualification, it is necessary for the results of this study to be reviewed annually to reflect any meaningful changes in use or significant increases in labor and/or materials costs.

The funding for this study has a threshold margin of 10%. This means that the projected ending balance for each fiscal year is at least 10% of the projected expenditures for the same year. This margin provides a contingency for any unforeseen or out of the ordinary repair or replacement expense. Additionally, it can be used in subsequent years as a source of funds for reallocation of the life cycles should the aging of any components be abnormally accelerated.

### ***FINDINGS***

The findings of this study indicate that it will be necessary to adjust the annual reserve contribution as indicated on pages 7-9 of this report in order to meet projected expenditures and keep pace with inflation. These findings are based on the following:

- |   |    |           |
|---|----|-----------|
| 1 . Projected reserve fund balance as of July 1, 2020 .....   | \$ | 1,446,141 |
| 2 . Reserve contribution for fiscal year 2019-2020.....   | \$ | 1,339,591 |
| 3 . Reserve contribution for fiscal year 2020-2021.....   | \$ | 1,339,591 |
| 4 . Assumed annual inflation rate .....   |    | 2.5%      |
| 5 . All "after tax" interest earned on reserve fund investments will be retained in the reserve fund. |    |           |

### ***DISCLOSURES***

John D. Beatty & Company (JDB) verifies herein that any financial or other interests, whether adverse or otherwise, which consultant may have or propose to have in any company, organization, individual, asset or activity has no bearing on the subject matter of this reserve study. Except for the compensation payable to JDB neither JDB nor any of JDB's agents, employees or affiliates shall benefit from our preparation of this reserve study.

This plan provides adequate funds to meet projected expenditures without relying on a special assessments or increases in regular assessments that require a vote of the membership. Based on the assumption that the association will fund reserves in accordance with this plan, which includes those increases indicated above, the percent funded was calculated in the following manner:

<u>Accumulated Cash Reserves (Numerator)</u>		
Projected reserve fund balance as of July 1, 2020 .....	\$	1,446,141
<u>Accrued Liability (Denominator)</u>		
Estimate of the amount of cash necessary to repair, replace, restore or maintain the association's major components as of July 1, 2020 .....	\$	3,313,238
Percent Funded .....		44%

This Reserve Study was reviewed and approved by the Association's Board of Directors.

# Projected Expenditures

Assumed Annual Inflation Rate..... 2.5%

RESERVE COMPONENTS		Repair %	Usfl Life	Rmng Life	Jul 1 .....	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
COMMUTER SERVICES:																
9901 - Bus Repair			5,000	1	1		4,885	8,600	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943
9902 - Bus Replacement			91,239	15	4		1,628									
ELEVATORS:																
9903 - System Upgrade			361,530	30	12											
9904 - Cab Enhancement			3,566	12	3					37,301						
9904 - Cab Enhancement			3,566	12	4						30,731					
9904 - Cab Enhancement			3,566	12	5								31,399			
9904 - Cab Enhancement			3,566	12	6									40,363		
9905 - Component Replacement			80,688	30	30		126,888	80,688	82,705	84,773	86,892	29,688				
9906 - 5 year Load Test			12,933	5	1			1,750	12,933					14,632		
FENCING:																
9907 - Wooden			2,086	1	1		1,985	2,035	2,086	2,138	2,191	2,246	2,302	2,360	2,419	2,479
9908 - Iron Railings		10%	13,555	1	1		12,905	13,228	13,555	13,894	14,241	14,597	14,962	15,336	15,719	16,112
9909 - Cyclone		10%	6,146	1	1			6,000	6,146	6,300	6,458	6,619	6,785	6,954	7,128	7,306
LANDSCAPING:																
9910 - Stream Pumps			9,970	1	1		9,490	9,727	9,970	10,219	10,475	10,737	11,005	11,280	11,562	11,851
9911 - Stream Resurface/Repair		33%	51,848	10	2					53,149						
9911 - Stream Resurface		33%	51,848	10	3						54,478					
9911 - Stream Resurface		33%	51,848	10	4							55,840				
9912 - Irrigation Controllers			5,519	1	1			5,384	5,519	5,657	5,798	5,943	6,092	6,244	6,400	6,560
9913 - Irrigation Valves			8,698	1	1		6,014	8,486	8,698	8,916	9,138	9,367	9,601	9,841	10,087	10,339
9913 - Irrigation Repairs			17,830	1	1			17,395	17,830	18,276	18,733	19,201	19,681	20,173	20,677	21,194
9914 - Tree Care			51,250	1	1		59,253	70,000	51,250	52,531	53,845	55,191	56,570	57,985	59,434	60,920
9914 - Pest Management			4,308	1	1		4,100	4,203	4,308	4,416	4,526	4,639	4,755	4,874	4,996	5,121
9915 - Replace Plants			17,677	1	1		217,146	231,138	236,916	242,839	248,910	255,133	261,511	268,000	274,500	281,013
LIGHTING:																
9916 - Wall Mounted Exterior			2,627	1	1		6,984	20,000	20,500	21,013	21,538	22,076	2,900	1,775	1,775	0
9917 - Exterior Lighting/Repairs			22,355	15	7			3,500	3,588						0	
9918 - Interior			78,054	12	3			1,664								
9918 - Interior			80,005	12	4											
9918 - Interior			80,005	12	5											
9918 - Interior			80,005	12	5											
9919 - Exit			22,480	50	37											
9920 - Garage			3,120	1	1											3,709
9921 - Tennis Court/Carport			9,888	20	6									11,188		
MECHANICAL SYSTEMS:																
9922 - Boilers Repair			36,046	1	1		34,310	35,167	36,046	36,947	37,871	38,818	39,788	40,783	41,803	42,848
9923 - Boiler Replacement			29,447	25	15											
9924 - Fan Motors			5,382	1	1											
9924 - Fan Maintenance			14,861	10	3						15,614					
PAVED SURFACES:																
9925 - Repair/Seal/Stripe (Drives)			83,140	5	5		34,310						91,771			
9926 - Petromat (Drives)			176,571	24	2					181,654						
9927 - Seal Coat/Repair Garage Floors			30,722	10	6										34,759	
9928 - Concrete Walkways Repair			7,014	1	1		485	9,500								

# Projected Expenditures

Assumed Annual Inflation Rate..... 2.5%

RESERVE COMPONENTS																		
Repair %	Current Repr/Repl Cost	Estimated Usfl Life	Estimated Rmng Life	Fiscal Year		Actuals		Proj/Actuals	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		
				Jul 1 .....	Jun 30 .....	2018	2019										2020	2021
PAINTING EXTERIOR:																		
	9929 - Townhomes		121,265	5	2					124,297					140,631			
	9930 - Corridor Buildings/Vent Cleaning		147,534	5	3					154,947						175,372		
	9930 - Corridor Buildings/Vent Cleaning		166,209	5	4		256,334					178,989						
	9930 - Corridor Buildings/Vent Cleaning		165,486	5	5			65,808					182,666					
	9930 - Corridor Buildings/Vent Cleaning		164,950	5	1				161,750					182,393				
	9931 - Carpots/Rec/Gaz/Guard/Main/		71,463	5	2					73,250					82,876			
PAINTING INTERIOR:																		
	9932 - Corridor Bldgs/Lby/Doors		78,004	12	3					81,953								
	9932 - Corridor Bldgs/Lby/Doors		62,693	12	4						67,513							
	9932 - Corridor Bldgs/Lby/Doors		62,499	12	5							68,987						
	9932 - Corridor Bldgs/Lby/Doors		78,380	12	6									88,680				
	9933 - Garages/Lockers/Striping #'s	20%	42,435	10	1			36,560	37,474	10,097	41,400	42,413	10,603					
RECREATION CENTER:																		
	9934 - Carpet		12,804	10	5													
	9934 - Flooring		15,564	12	12													
	9935 - Repair Allowance		5,165	2	1													
	9936 - Furniture		12,801	10	10													
	9937 - Exercise Equipment Replace/Repair		3,027	2	1													
	9938 - Appliances/Cabinets/TV		16,355	15	15													
	9939 - Mechanical System Repairs		3,414	2	1													
	9940 - Billiard Tables		11,251	25	1						11,251							
	9941 - Lighting		10,330	10	10			4,834										
	9942 - Interior Stain/Paint		36,841	10	10													
	9943 - Rest Room/Locker Room		86,824	20	20													
	9944 - Saunas		8,666	5	5													
RETAINING WALLS:																		
	9945 - Masonry		2,754	5	5		22,300	2,688					3,040					
	9945 - Wood		27,580	10	10			26,907										
ROOFING TOWNHOMES:																		
	9946 - Shingles/Repairs		130,000	22	1		29,499	80,880	130,000	137,500								
	9947 - Gutters/Downspouts Clean/Repair		17,243	1	1		16,412	16,822	17,243	17,674	18,115	18,568	19,033	19,508	19,996	20,496		
	9948 - Built-up Roof (BUR)		70,133	20	12			2,946										
	9948 - Built-up Roof (BUR)		113,381	20	13													
	9948 - Built-up Roof (BUR)		51,793	20	14													
	9948 - Built-up Roof (BUR)		39,501	20	15													
	9948 - Built-up Roof (BUR)		25,865	20	16													
ROOFING CORRIDOR/REC BLDGS:																		
	9949 - Shingles/Repairs		91,620	22	1			18,700										
	9950 - Built-up Roof (BUR)		393,882	20	12			3,360										
	9950 - Built-up Roof (BUR)		80,215	20	13													
	9950 - Built-up Roof (BUR)		469,464	20	14													
	9950 - Built-up Roof (BUR)		512,692	20	15													
	9950 - Built-up Roof (BUR)		300,192	20	16													
SECURITY SYSTEMS																		
	9951 - Telephone Intercom System		3,625	2	2			3,537		3,716					3,904			

# Projected Expenditures

Assumed Annual Inflation Rate..... 2.5%

RESERVE COMPONENTS																	
Repair %	Repr/Repl Cost	Usfl Life	Rmng Life	Jul 1 .....	Jun 30 .....	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
SEWER LINE/WATER VALVES:																	
9952 - Clean Out/Jettering	30,000	1	1			30,141	30,895	30,000	30,750	31,519	32,307	33,114	33,942	34,791	35,661		
9953 - Plumbing Pipe Breaks/Repairs	12,828	1	1			53,821	12,515	12,828	13,149	13,477	13,814	14,160	14,514	14,876	15,248		
9954 - Water Valves	8,069	20	8												9,592		
SPAS:																	
9955 - Plaster/Tile/Coping	9,000	10	10									15,218	15,225				
9956 - Pumps/Filters/Mechanical	5,253	1	1			2,394	15,000	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244		
9957 - Heater	7,614	8	2						7,804						8,826		
SWIMMING POOLS:																	
9958 - Plaster/Tile	35,008	12	5										20,787				
9959 - Pumps/Filters/Mechanical	1,000	1	1			270	7,500	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189		
9960 - Heater	7,093	5	2						7,270						8,225		
9961 - Coping/Decking	19,764	12	5										21,815				
9962 - Furniture	16,386	20	6											18,539			
TENNIS/BASKETBALL COURTS:																	
9963 - Resurface/Repair																	
9963 - Color Coat (1 Tennis, 1 Basketball)																	
9963 - Waterproof (Two Unused Tennis)																	
9964 - Windscreen																	
AUTOMATIC SYSTEMS:																	
9965 - Gate Operators/Fobs	11,549	10	3							12,133							
9965 - Fobs	3,153	2	1				11,964	3,153		3,313		3,480			3,657		
OTHER:																	
9966 - Corridor Carpets	286,596	12	3							301,105							
9966 - Corridor Carpets	23,639	12	4								25,457						
9966 - Corridor Carpets	23,565	12	5			26,885						26,011					
9966 - Corridor Carpets	29,553	12	6											33,436			
9966 - Corridor Flooring	40,671	12	3							42,730							
9966 - Corridor Flooring	32,691	12	4								35,205						
9966 - Corridor Flooring	32,424	12	5									35,790					
9966 - Corridor Flooring	40,868	12	6										46,238				
9967 - Corridor Wallcovering	28,194	12	3							29,621							
9967 - Corridor Wallcovering	22,662	12	4								24,405						
9967 - Corridor Wallcovering	22,590	12	5									24,935					
9967 - Corridor Wallcovering	28,330	12	6											32,053			
9968 - Signage and Accessories	440	1	1			419	429	440	451	462	474	485	498	510	523		
9969 - Master Lock System	74,438	40	27														
9971 - Utility/Access Doors	1,691	1	1			1,610	1,650	1,691	1,734	1,777	1,821	1,867	1,913	1,961	2,010		
9972 - Fire Alarm System Repairs	6,304	1	1				6,150	6,304	6,461	6,623	3,394		5,843		6,139		
9973 - Fire Hoses/Valves/Equipment	26,632	5	4			35,664					28,680						
9974 - Standpipe Certification	7,507	5	4			7,145					8,760						
9975 - Mailboxes	87,676	20	3							92,129							
9976 - Computer/Fax/Office Equipment	13,104	5	5					3,500				14,465					
9977 - Storage Lockers	607	1	1				592	607	622	638	654	670	687	704	722		
9978 - CCR's Revision	25,602	20	16														



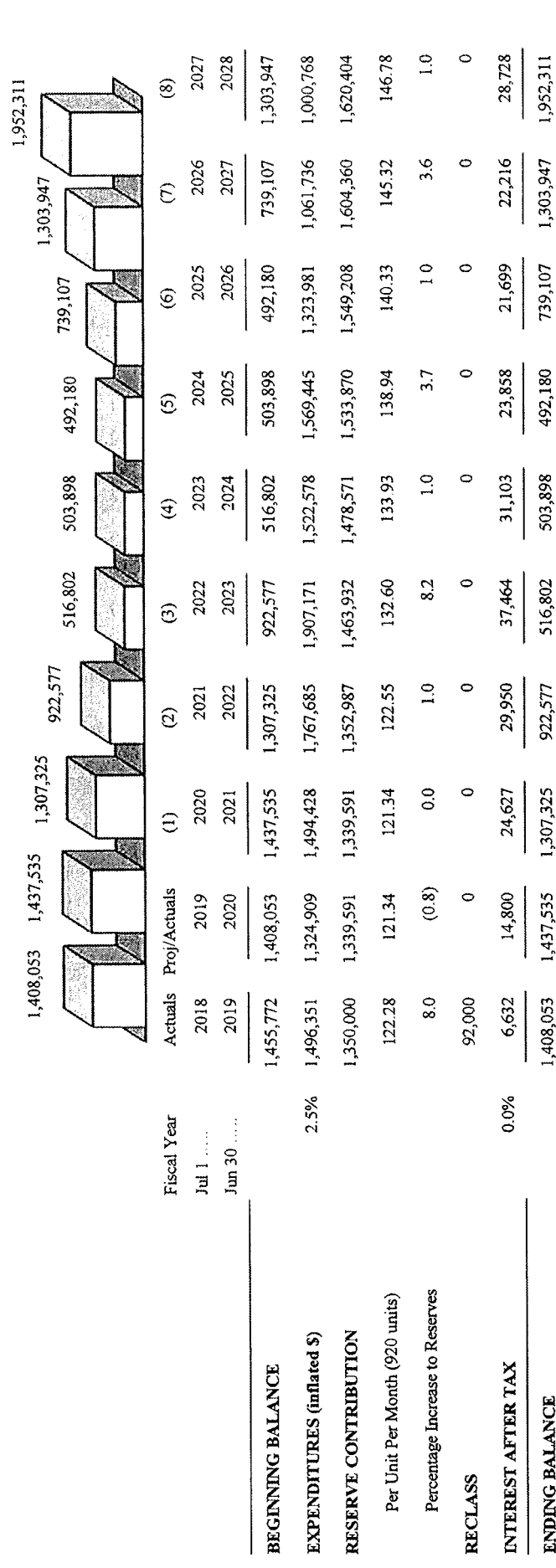
# Projected Expenditures

Assumed Annual Inflation Rate..... 2.5%

RESERVE COMPONENTS																	
Repair %	Current Repr/Repl Cost	Estimated Usfl Life	Fiscal Year Jul 1 ..... Jun 30 .....	Actuals 2018 2019	Actuals Proj/Actuals 2019 2020 2021 2022 2023	(1) 2021	(2) 2022	(3) 2023	(4) 2023 2024	(5) 2024 2025	(6) 2025 2026	(7) 2026 2027	(8) 2027 2028				
OTHER (continued):																	
	9980 - Maintenance Equipment	12,063	10	4					12,990								
	9981 - Maintenance Vehicle	8,961	5	3				9,414					10,651				
	9981 - Maintenance Vehicle	8,961	5	4					9,650								
	9981 - Maintenance Vehicle	8,961	5	1				8,961			10,138						
	9982 - Construction Damage Repair	16,971	1	0		16,153	16,557	16,971	17,395	17,830	18,276	18,733	19,201	19,681	20,173	20,173	
	9983 - Reserve Study Update	2,042	1	0		1,900	1,948	2,042	2,093	2,097	2,199	2,254	2,310	2,368	2,427	2,427	
	9984 - Reserve Study Update Inspection	1,517	3	1				1,517			1,634			1,759			
	9985 - HVAC Replace	211,000	40	40													
BUILDING EXTERIOR:																	
	9701 - Siding Faces Townhome Repr	8,274	1	1		1,850	1,896	8,274	8,481	8,693	8,910	9,133	9,361	9,595	9,835		
	9702 - Siding Faces Townhome Repl	56,328	5	2				57,736						66,916			
	9703 - Siding Corridor Replace	7,158	1	1		2,601	29,617	48,962			33,569	3,014	34,326	56,747		38,907	
	9704 - Carport Structural/Roof	73,213	20	19		69,685											
	9705 - Tennis Structural/Garage					750	100,000	100,000	100,000								
	9707 - Exterior Deck Stacks	256,250	1	1		200,190	250,000	256,250	262,656	269,223	275,953	282,852	289,923	297,171	304,601		
	9709 - Fire Stair Repairs					2,040	5,260										
	9710 - Pole Bases/Pole Tops																
	9711 - Concrete Deck Repairs/Entry Landings	8,582	1	1			8,375	8,582	8,796	9,016	9,241	9,472	9,709	9,952	10,201		
	9712 - Fire Stair Door Area																
	9716 - Corridor Building End Siding	337,870	25	5													
	9717 - Courtyard Waterproofing	224,596	40	29			1,000										
	9718 - Solar Power	82,933	30	20													
	9720 - Drain and Stemwall Repair	41,355	30	18													
	9721 - Clubhouse Roofing/Repairs	40,641	30	19													
	9722 - Architectural Fees	31,996	1	1		17,091	25,000	31,996	32,796	33,616	27,595	28,285	28,992	37,106	30,460		
	9723 - Ext. Deck Inspection/Architect	15,500	9	2				15,888									
	UNSCHEDULED..... 5%	67,500	1	1		177,868	10,000	82,581	82,911	83,243	83,576	83,910	82,246	84,583	84,921		
TOTAL EXPENDITURES		7,879,034															

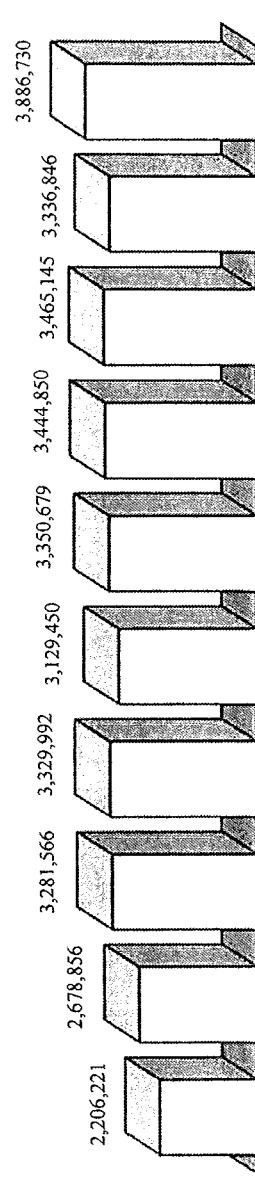
## **Funding Plan**

**Projected Cash Balance**



# Funding Plan

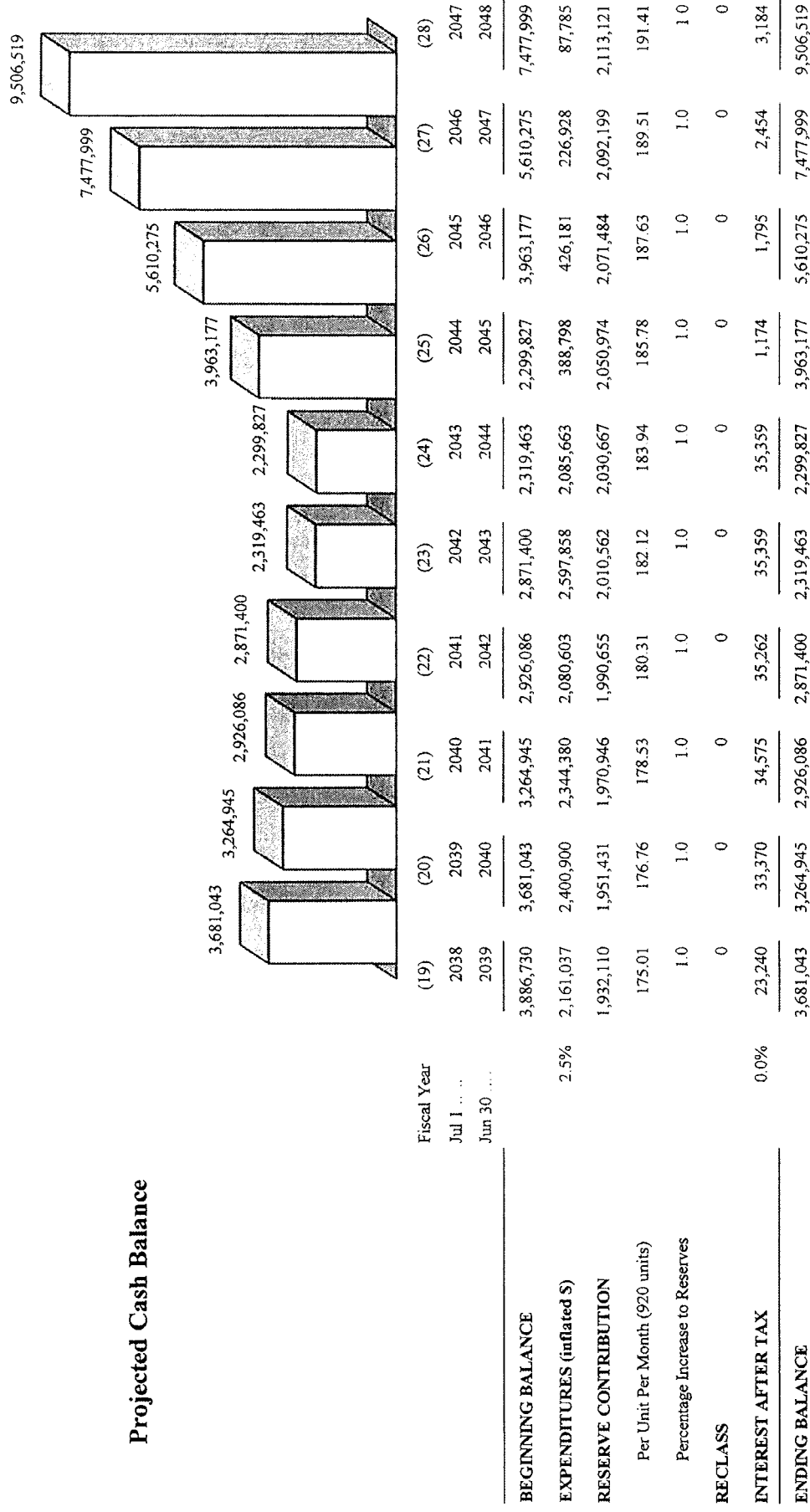
## Projected Cash Balance



	Fiscal Year		(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
	Jul 1	Jun 30	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
BEGINNING BALANCE			1,952,311	2,206,221	2,678,856	3,281,566	3,329,992	3,129,450	3,350,679	3,444,850	3,465,145	3,336,846
EXPENDITURES (inflated \$)	2.5%		1,455,383	1,257,924	1,188,953	1,766,252	2,069,805	1,660,994	1,804,284	1,891,013	2,047,060	1,383,476
RESERVE CONTRIBUTION			1,675,498	1,692,253	1,747,420	1,764,894	1,820,135	1,838,337	1,856,720	1,875,287	1,894,040	1,912,981
Per Unit Per Month (920 units)			151.77	153.28	158.28	159.86	164.87	166.52	168.18	169.86	171.56	173.28
Percentage Increase to Reserves			3.4	1.0	3.3	1.0	3.1	1.0	1.0	1.0	1.0	1.0
RECLASS			0	0	0	0	0	0	0	0	0	0
INTEREST AFTER TAX	0.0%		33,796	38,307	44,243	49,784	49,127	43,886	41,735	36,021	24,721	20,379
ENDING BALANCE			2,206,221	2,678,856	3,281,566	3,329,992	3,129,450	3,350,679	3,444,850	3,465,145	3,336,846	3,886,730

# Funding Plan

## Projected Cash Balance



## Assessment and Reserve Funding Disclosure Summary

### For Fiscal Year July 1, 2020 - June 30, 2021

This Summary contains information about the Association's assessments and the status of the reserve fund. The Association may periodically update or supplement the information in this Summary. Please contact the Association to determine if a more recently prepared Summary or supplement is available.

- (1) The current **regular** assessment per ownership interest is Variable per month.

NOTE: If assessments vary by the size or type of ownership interest, the assessment applicable to this unit may be found on the Variable Assessment Report (provided by an association representative.)

- (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 (if assessments are variable, see note immediately below):	Purpose of the assessment:

NOTE: If assessments vary by the size or type of ownership interest, the assessment applicable to this unit may be found on the Variable Assessment Report (provided by an association representative.)

- (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?

Yes ☒ If the Special Assessment in Note (2) is collected 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:
	\$
	Total:

- (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) or subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is **\$3,054,585**, based in whole or in part on the the last reserve study or update, prepared by John D. Beatty & Company. The projected reserve fund cash balance at the end of the current fiscal year is **\$1,408,053**, resulting in reserves being **46%** funded at this date (and an average per-unit deficit of **\$1,790**.) If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is **\$1,408,053** (which is based on the projected ending balance figure(s) provided by the association representative. See "Methodology" on Page 1.)

- (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 **(listed in the table below)**, and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is **(listed in the table below)**, leaving the reserve at **(listed in the table below)** percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be **(listed in the table below)**, leaving the reserves at **(listed in the table below)** percent funded.

## Assessment and Reserve Funding Disclosure Summary

### For Fiscal Year July 1, 2020 - June 30, 2021

Year	Estimated amount required in the reserve fund	Projected reserve fund cash balance	Percent Funded
2	\$ 2,998,316	\$ 1,437,535	48%
3	\$ 2,804,245	\$ 1,307,325	47%
4	\$ 2,369,425	\$ 922,577	39%
5	\$ 1,828,440	\$ 516,802	28%
6	\$ 1,706,204	\$ 503,898	30%

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

This Summary was authorized by the Association based on the information available in the Association's most recent reserve study or annual update dated as of **March 19, 2020**. This summary supercedes all earlier issued versions.

NOTE: The remainder of Civil Code Section 5570 is not part of the required Assessment and Reserve Funding Disclosure Summary Form, but is included here because the information is needed to properly complete the form.



John D. Beatty  
President

For the purposes of preparing a summary pursuant to this section:

- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
- (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

# **Crown Colony Homeowners Association**

## **2020 - 2021 Budget Report & Policy Statement**

### **Association Information**

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The Crown Colony Homeowners Association is a nonprofit mutual benefit corporation formed to operate and manage the Association's affairs.

The Association consists of 920 separate interests plus common areas. It is governed by a volunteer Board of Directors elected by the membership. The fiscal year commences July 1 and ends on June 30 of each year.

### **Management Company Information**

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The Association, through the Board, has engaged a professional management company to assist in carrying out its legal responsibilities. Our management company is Common Interest Management Services located at 1720 South Amphlett Blvd. #130, San Mateo, Ca 94402. Our manager is Rita Nicolas, and she can be reached at 650-756-8220, or by e-mail at cchoa@crowncolonyhoa.com. Office hours are Monday through Friday, 9:00AM to 6:00 PM.

### **Pro-forma Operating Budget**

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Each fiscal year, the Association is required to prepare a pro-forma operating budget showing the estimated revenue and expenses on an accrual basis for the upcoming year. This budget is used to determine the per unit assessments that are collected from each property owner. The Board of Directors has reviewed and approved this budget, and has determined that the monthly assessments per unit will decrease.

### **Variable Assessment Schedule**

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The Association's governing documents stipulate that per unit assessments are allocated on a variable basis depending on unit size. A variable assessment schedule is attached to the pro-forma operating budget. Please refer to that schedule to determine the specific assessment amount for your unit.

### **Reserve Study Summary**

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The Annual Budget Report includes a Reserve Study that was prepared by an independent professional organization which the Board believes is reasonably competent. A full study (with site inspection) is prepared every three years, reviewed and adopted by the Board of Directors, and updated annually as needed. The Study includes the current estimated cost, estimated remaining life and estimated useful life of major common area components; the current estimate of the total annual reserve contribution necessary to repair, replace, restore or maintain these components; and the current amount of reserves actually set aside for this purpose. The Study also shows the percentage difference between the estimated cost to repair, replace, restore or maintain major components and the actual amount of

reserves set aside, as well as the current deficiency (if any) in reserve funding expressed on a per unit basis.

### **Reserve Funding Plan**

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The Reserve Study includes a Reserve Funding Plan adopted by the Board of Directors that indicates how the Association plans to fund the contributions necessary for the repair and replacement of all major common area components with an expected remaining life of 30 years or less.

### **Procedures for Calculating Reserves**

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The Reserve Study includes a statement of the procedures used for the calculation and establishment of the reserves needed to pay for the future repair and replacement of those components that the Association is obligated to maintain. Calculation of the amount of reserves needed to be accumulated for a component at a given time is based on the current cost of the replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component.

### **Assessment and Reserve Funding Disclosure Summary**

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The Annual Budget Report includes a copy of the current Assessment and Reserve Funding Disclosure Summary as completed by the Reserve Study preparer pursuant to Civil Code Section 5570.

### **Deferral of Component Repairs**

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If the Board of Directors decides to defer or not undertake the repair or replacement of any major common area component with an expected remaining life of 30 years or less, the Board must disclose the justification for such a decision. As of the date of this report, the Board has not made any formal decisions to defer or not undertake the repair or replacement of any major common area components.

### **Special Assessments**

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If the Board of Directors has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, restore or maintain major common area components or to provide adequate reserves to fund such items, the Association must distribute a statement including the estimated amount, commencement date and duration of the special assessment. As of the date of this report, the Board does not anticipate that a special assessment will be required.

## **Outstanding Loans**

If the Association has any outstanding loans with an original term of more than one year, the Association must distribute a statement including the payee, interest rate, amount outstanding, annual payment and when the loan is scheduled to be retired. As of the date of this report, there are no outstanding loans for this Association.

## **Insurance Disclosure Summary**

The Annual Budget Report includes a current Insurance Disclosure Summary of the Association's property, general liability and fidelity insurance (and/or earthquake, flood or workers compensation insurance if applicable). This Disclosure Summary includes the name of the insurer, the type of insurance, the policy limit and the amount of the deductible.

**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. 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 brokers or agent for appropriate additional coverage.**

## **Association's Designated Recipient**

The Association has designated Common Interest Management Services to receive official communications to the Association pursuant to Civil Code Section 4035. Members may submit official communications to the Association by personal delivery (including U.S. Mail) and/or e-mail to Common Interest Management Services at the mailing address and/or email address listed under Management Company Information.

## **Right of Notice to Two Addresses**

Members of the Association may submit a request to have general notices sent to up to two different specified addresses pursuant to Civil Code Section 4040(b). Note that billing statements and election ballots will only be sent to the member's primary address.

## **General Notice Location**

The Association posts notices of a general nature at the following locations: Bulletin boards near mailboxes and bulletin board in clubhouse.

## **General Notice Distribution**

The Association also distributes such notices as follows: Association's newsletter and website.

## **General Notice - Individual Delivery**

If a member requests to receive general notices by individual delivery, all general notices to that member shall be delivered pursuant to Civil Code Section 4040.

## **Board of Directors Meetings**

Board of Directors Meetings are normally held on the third Wednesday of every month in the clubhouse at 5:45PM for the Pre-Board Session, 6:15PM for Executive Session, 6:30PM for Open Forum and 6:45PM for the Regular Meeting. All Association members are welcome to attend.

## **Right to Receive Board Minutes**

The minutes proposed for adoption that are marked to indicated draft status, or a summary of the minutes, of any meeting of the Board of Directors, other than an executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes or summary minutes shall be distributed to any member of the Association upon request and upon reimbursement of the Association's costs for making that distribution, pursuant to Civil Code Section 4950. Members may submit a written request for copies of minutes to Crown Colony HOA at 379 Imperial Way, Daly City, Ca 94015 or through email at [cchoa@crowncolonyhoa.com](mailto:cchoa@crowncolonyhoa.com).

Meeting minutes are also posted at the following location: Crown Colony HOA website at [www.crowncolonyhoa.com](http://www.crowncolonyhoa.com).

## **Notice of Assessments/Foreclosure**

The Annual Policy Statement includes a Notice of Assessments and Foreclosure pursuant to Civil Code Section 5310. This Notice outlines some of the rights and responsibilities of owners in common interest developments and the associations that manage them.

## **Assessment Collection Policy**

The Annual Policy Statement includes a copy of the Association's Assessment Collection Policy, which describes the policies and practices in enforcing the Association's lien rights or other legal remedies for default in the payment of assessments.

## **Enforcement of Governing Documents and Monetary Policy Schedule**

All members, residents and guests are obligated to abide by the Governing Documents. The Association encourages each member to review the CC&Rs, Bylaws, Articles and all Rules and to attend board or committee meetings to learn more about the requirements of the Governing Documents. The Association's goal is to assist members, residents and guests in complying with the Governing Documents to promote an enjoyable, safe community and benefit to all.



In the event of a perceived violation of the Governing Documents, the Association will investigate and determine whether and what type of action is warranted (if any). Association action includes scheduling a hearing to consider imposing fines and/or penalties. At least 10 days' prior notice of a hearing (at which fines and/or penalties will be considered) shall be given to a Member, who may attend and respond to the notice and potential fine and/or penalty as set forth more specifically in the Governing Documents. A fine and/or penalty may be imposed regardless of whether the Member attends the hearing.

In addition to fines and other penalties, the Board may, following a hearing, impose a "special purpose" assessment to recover the cost of performing or enforcing any responsibility which would otherwise be the responsibility of a Member to perform under the Governing Documents.

Fines and special purpose assessments may be recovered in any matter permitted by law.

### **Fine Policy**

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The Annual Policy Statement includes a copy of the Association's Fine Policy which includes a schedule of monetary penalties for violations of the Governing Documents pursuant to Civil Code Section 5850.

### **Dispute Resolution Procedures**

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California law provides a means by which Members and the Association can engage in mediation, arbitration or other forms of dispute resolution with respect to disputes arising under the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), enforcement of the Governing Documents and the Davis-Stirling Common Interest Development Act. Generally, Civil Code Section 5965 requires parties to request mediation or arbitration before filing a lawsuit to enforce the governing documents with certain exceptions. Mediation, arbitration and other techniques other than litigation intended to resolve disputes are referred to alternative dispute resolution ("ADR"). ADR involves use of a neutral party to assist the parties in reaching a dispute without litigation. If litigation results, the prevailing party is entitled to an award of reasonable attorney fees and costs.

California law requires a common interest development to make the following disclosure:

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.

Civil Code Section 5920 also requires a common interest development to describe its internal dispute resolution procedure. That procedure, unless another is adopted, is as follows:

- (a) Fair, reasonable, and expeditious
- (b) Either party to a dispute within the scope of this article 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 an association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

(3) The Association's Board of Directors shall designate a member of the Board to meet and confer.

(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.

(c) An agreement reached under this section 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.

(d) A member of the Association may not be charged a fee to participate in the process.

### **Overnight Payment of Assessments**

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The Annual Policy Statement includes a "How to Pay My Assessment" flyer which provides the mailing address for overnight payment of assessments pursuant to Civil Code Section 5655.

### **Architectural Guidelines & Procedures**

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The Annual Policy Statement includes a summary of the Association's requirements for approval of a physical change to property, describing the types of changes that require Association approval and including a copy of the procedure used to review and approve (or disapprove) a proposed change. An Architectural Application is also attached.



## **(B) 5300 INSURANCE DISCLOSURE SUMMARY**

### **Crown Colony Homeowners Association**

**Effective: September 27, 2019 – September 27, 2020**

- A. **PROPERTY INSURANCE:** The master policy includes building coverage written on a 'special form perils' basis. Building coverage is provided on a replacement cost basis with no-coinsurance penalty. The definition of 'building' may not include everything that is permanently attached to your unit. The CC&R's will govern coverage for interior fixtures. Your personal property and personal liability are NOT covered under the Homeowner's Association Master Policy. An HO-6 (Unit Owners Policy) is required to cover these items. Please consult your personal insurance agent to make sure your HO-6 policy includes appropriate coverage based on the CC&R requirements.
- a. Name of Insurer: Travelers Property Casualty Company of America
  - b. Property Insurance Limits: \$174,032,426 Business Personal Property Limits: \$100,000
  - c. Building Ordinance Coverage A: \$174,032,426 Coverage B & C \$20,000,000 Sublimit
  - d. Property Deductible: \$5,000
- B. **GENERAL LIABILITY INSURANCE:** The master policy provides coverage for the Association for 'bodily injury' and 'property damage' liability in the common areas of the association. *NOTE: This liability coverage does not extend to the interiors of the units whether owner or tenant occupied.*
- a. Name of Insurer: Travelers Property Casualty Company of America
  - b. Limit of Liability: \$1,000,000 occurrence \$2,000,000 aggregate
- C. **UMBRELLA INSURANCE:** The umbrella provides additional liability protection for the association.
- a. Name of the Insurer: Travelers Property Casualty Company of America
  - b. Limit of Liability: \$10,000,000
- D. **DIRECTORS & OFFICERS LIABILITY INSURANCE:** This is a liability coverage that protects the Directors & Officers from liability claims arising out of alleged errors in judgment, breaches of duty, and wrongful acts related to their HOA activities.
- a. Name of Insurer: United States Liability Insurance Group
  - b. Limit of Liability: \$5,000,000 Retained limit: \$5,000
- E. **FIDELITY BOND:** This is a surety coverage that will reimburse the homeowners association for loss due to the dishonest acts of a covered employee including board members, directors or trustees, and property management.
- a. Name of Insurer: Continental Casualty Co./CNA
  - b. Limit: \$2,525,000 Deductible: \$15,000
- F. **EARTHQUAKE INSURANCE:** None with our agency
- G. **FLOOD INSURANCE:**
- a. Name of Insurer: Philadelphia Indemnity Insurance Company
  - b. Limit: \$50,000
  - c. Deductible: \$1,000
- H. **WORKERS COMPENSATION INSURANCE:** (June 30, 2019 – June 30, 2020)
- a. Name of Insurer: State Compensation Insurance Fund
  - b. Limit: Statutory

This summary of the association's policies of insurance provides only certain information, as required by subdivision (b) of 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.

**FOR CERTIFICATE REQUESTS:** [www.icerts.com](http://www.icerts.com) or send to: [CertRequest@risk-strategies.com](mailto:CertRequest@risk-strategies.com) or fax (650) 762-0490

700 Airport Blvd., Suite 300, Burlingame CA 94010 Phone: 650.762.0400 Fax: 650.762.0490

SUMMARY OF CALIFORNIA CIVIL CODE SECTION 5930  
ENFORCEMENT OF GOVERNING DOCUMENTS AND  
SPECIFIED STATE LAWS FOR COMMUNITY ASSOCIATIONS  
THROUGH ALTERNATIVE DISPUTE RESOLUTION

PLEASE TAKE NOTICE: *California Civil Code section 5930 addresses your rights to sue the association or another member of the association regarding the enforcement of the governing documents and/or specified state laws. The following is a summary of Civil Code section 5930.*

In general, Civil Code §5930 provides that an association or an owner may not file a lawsuit to enforce the governing documents or to enforce certain laws that govern community associations, unless the parties **first** try to submit their dispute to alternative dispute resolution ("ADR"). Recognized forms of ADR include conciliation, mediation, or arbitration. The ADR law for common interest developments applies to enforcement of most provisions of the governing documents as well as to provisions of the Davis-Stirling Common Interest Development Act (Civil Code §§ 4000 through 6150) and the Nonprofit Mutual Benefit Corporation Law (Corporations Code §§ 7110 et seq.).

The intent of the ADR law is to promote speedy and cost-effective resolution of disputes, to better preserve community cohesiveness, and to channel CC&R and compliance disputes away from our state's court system.

The form of alternative dispute resolution may be binding or non-binding, and costs will be borne as agreed to by the parties involved. The ADR law does not generally apply to assessment disputes or to disputes that can be resolved in small claims court.

Any party to a covered dispute may initiate the ADR process by serving a Request for Resolution on another party to the dispute. A Request for Resolution must contain (1) a brief description of the nature of the dispute, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless otherwise agreed by the parties. Any Request for Resolution sent to an owner must include a copy of the ADR law in its entirety. If an applicable statute of limitations will expire, serving the Request will extend the statutory period for 30 days and, if ADR is accepted, also for the 90-day period of time allowed to complete the process and any agreed-upon extension of time.

**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 your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.**

Should the association or an individual member wish to file a lawsuit for enforcement of the governing documents or a specified statute, the law requires the association or the individual to file a certificate with the court **prior** to the filing of the suit, stating: (1) that ADR has been completed, (2) that one of the other parties did not accept the terms offered for ADR, or (3) that urgent orders of the court were necessary. Failure to file this certificate can be grounds for dismissing the lawsuit.

In any lawsuit to enforce the governing documents, Civil Code section 5975 provides that the prevailing party shall be awarded attorneys' fees and costs. Section 5960 provides that if any party has refused to participate in ADR prior to the lawsuit being filed, the court may consider whether that refusal was reasonable when it determines how large or small the award should be.

"MEET AND CONFER" PROGRAM  
(CIVIL CODE § 5905)

*PLEASE TAKE NOTICE: Pursuant to California Civil Code section 5905, the Association provides an informal, internal dispute resolution program whose goal is to reach early resolution of disputes over enforcement of the governing documents and/or specified state laws. The Association's "meet and confer" program supplements and does not replace the requirement for more formal alternative dispute resolution (ADR) prior to filing an enforcement lawsuit.*

California law requires community associations to establish a fast, fair and reasonable internal program for early resolution of disputes that sometimes arise between associations and their members over compliance with the governing documents or applicable state law. This internal program is intended to be an informal meeting process, one that supplements and does not replace more formal mediation or arbitration procedures or litigation but that hopefully makes such steps unnecessary.

Crown Colony Homeowners Association offers a "meet and confer" program by which members who have disputes with the Association involving their rights, duties, or liabilities under the governing documents or specified provisions of state law can explain their positions to the board or to a board representative and attempt to resolve their concerns informally. The "meet and confer" program also applies when the board has a dispute with an owner and would like to talk it over. Here's how it works:

- Either party can ask the other to participate in this program. If the member asks the Association, the Association is required to participate. If the Association asks the owner, the owner may choose whether or not to attend.
- Either party can initiate the program by sending the other a written request. Such requests may be personally delivered, mailed, faxed or sent by electronic transmission.
- Any costs associated with the meet and confer program will be borne by the Association.
- The Association may be represented at the meeting by the board or by one or more representatives of the board, and the community manager. Either party may ask other persons to attend, if doing so is reasonably likely to aid in explaining or resolving the dispute. For example, if the issue involves architectural control, the board may ask a member of the Architectural Committee to join the meeting. If the issue involves assessment collection, the board may ask the Association's treasurer to attend.
- Although not precluded, attorney participation in the meeting is discouraged, in order to foster direct discussions between the parties and to maintain the goal of speedy and inexpensive early resolution. If either party wishes his/her/its attorney to attend the meeting, that party shall give the other at least five (5) business days' notice.
- The parties shall meet 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.
- If the Association initiates the "meet and confer" program and its dispute with the member, if left unresolved, is such that the board could consider discipline against the member, the request to the member shall additionally indicate whether the board intends to consider such discipline following the conclusion of the meeting and, if so, what discipline might be considered. Only meetings attended by at least a majority of the board may result in disciplinary action.

The Association's "meet and confer" program is intended to resolve differences informally, in a fast, fair, and reasonable manner. However, where the circumstances of a dispute reasonably call for the assistance of a neutral third party, the meet and confer program makes maximum use of local dispute resolution services, including low-cost mediation services such as those listed on the Internet Web Sites of the Department of Consumer Affairs and the United States Department of Housing and Urban Development. If such services are used, they are paid for entirely by the Association.

# ALTERNATIVE DISPUTE RESOLUTION STATUTES FOR COMMUNITY ASSOCIATIONS

PLEASE NOTE: A copy of these statutes must accompany  
any Request for Resolution served on a member by the association.

CIVIL CODE §§ 5925 through 5965  
Effective January 1, 2005

## §5925 Definitions

As used in this article"

(a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral third party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this title.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents of a common interest development.

## §5930 Litigation Pre-Filing Requirements

(a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only 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 five thousand dollars (\$5,000).

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

## §5935 Initiating the Process; Request for Resolution

(a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

#### §5940 Completing the Process; Costs

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

#### §5945 Statutes of Limitation

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

#### §5950 Certificate; Commencement of Action

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

#### §5955 Post-Filing Reference

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision © of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

#### §5960 Refusal to Participate in Pre-Filing Alternative Dispute Resolution

In an enforcement action in which fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

#### §5965 Annual Disclosure

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"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 your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.

**CROWN COLONY HOMEOWNERS ASSOCIATION  
ASSESSMENT COLLECTION POLICY**

*This document sets forth the Crown Colony Homeowners Association's policy regarding the collection of assessments pursuant to the Association's governing documents and California Civil Code sections 5600 through 5740.*

1. **Assessments in General.** The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. The Regular Assessment is levied annually and is payable during the year in equal monthly installments or at such other intervals as the Board of Directors shall in writing designate.
2. **Obligation to Pay Assessments.** Each assessment is an obligation of the owner at the time it is levied. Each assessment is also a lien on the owner's unit from and after the time the Association causes a Notice of Delinquent Assessment (lien) to be recorded with the County Recorder's Office.
3. **Notice of Assessments.** Not less than thirty (30) days nor more than sixty (60) days before any increase in the Regular Assessment or any Special Assessment becomes due, the Association will give the owners notice of the assessment. Thereafter, the Board of Directors may elect to provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the owners of the obligation to pay assessments.
4. **Designation of Agent.** The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, banking institution, law firm or other appropriate agent.
5. **Due Date/Delinquency Date of Assessments.** Unless otherwise specified in writing by the Board, the Regular Assessment is due and payable in installments on the first day of each month during the year. Special Assessments shall be due and payable on the due date specified by the Board. Any assessment is delinquent if not received as directed by the Board or its designated agent fifteen (15) days after it becomes due.
6. **Late Charges/Interest.** An assessment, or any portion thereof, that is delinquent shall incur a late charge of ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater. Beginning thirty (30) days after the assessment becomes due, the entire unpaid balance of an assessment account shall bear interest at an annual percentage rate not to exceed ten percent (10%).
7. **Collection Expenses.** Any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late and interest charges, charges for preparation of delinquency notices or referral for collection, postage and copies, and attorney's fees and costs, shall become an additional charge against the owner and the owner's unit and shall be subject to collection action pursuant to this Policy.
8. **Application of Payments.** Payments shall be applied first to principal owed, then to interest and collection charges.
9. **Notice of Intent to Lien.** If an assessment account remains unpaid for forty five (45) days after it is due, the Association or its agent shall notify the owner by certified mail that a lien will be recorded unless the entire balance of the account is paid within thirty (30) days after the date of the notice of intent to lien (pre-lien notice). The pre-lien notice shall include a general statement of the collection and lien enforcement procedures of the Association, an itemized statement of the charges owed as of the date of the notice, including the costs of preparing the pre-lien notice, and other disclosures required by law. Payment may be required in certified funds. Notwithstanding the time periods specified in this Paragraph, a pre-lien notice may be sent to a delinquent owner at any time during an open escrow involving the owner's unit.

10. **Owner's Right to Meet with the Board.** An owner may submit a written request to meet with the Board to discuss the debt noticed in the pre-lien notice described in Paragraph 9. The Board shall meet with the owner in executive session within forty five (45) days of the postmark of the owner's request if the request is mailed within fifteen (15) days of the postmark date on the pre-lien 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 members to meet with the owner. As provided in Paragraph 17 below, the Board of Directors, in its sole discretion, may enter into an agreement with an owner for repayment of the amounts due the Association.

11. **Dispute of Charges.** An owner may dispute the amount demanded by the Association by submitting to the Board a written explanation of the reasons for disputing the amount. A telephone call will not reserve any rights. State law also permits owners with assessment disputes to request participation in the Association's "meet and confer" program or alternative dispute resolution. The Owner should provide the following information regarding any dispute:

- a. The Owner's name, mailing address, and account number.
- b. The exact dollar amount claimed to be in dispute or in error.
- c. For each charge or payment in dispute, an explanation of the reasons the owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated efficiently and effectively. If the owner does not know how the error was made, that statement may be made.
- d. Copies of checks, letters or other documents referred to or claimed should accompany the written explanation.

12. **Recordation of Lien.** Before a lien is recorded against an owner's unit, the Board shall decide in an open meeting to record a lien and the Board's decision shall be reflected in the minutes of that meeting. Upon such decision of the Board, a lien shall be recorded against the owner's unit, without further notice to the owner, if the owner fails to pay the entire balance of the account within the time period specified in the pre-lien notice.

13. **Acceleration of Assessments Due.** Upon the recording of a lien, the Association may, at its option, declare due and payable the entire balance of all sums then due or to become due from the owner, including the balance of the Regular Assessment and any Special Assessment. This total sum may be included in any foreclosure proceeding or collection action.

14. **Foreclosure of Lien.** After the lien is recorded and at least thirty (30) days have elapsed, foreclosure proceedings may commence when assessment principal either exceeds the amount, or remains unpaid for the time period, specified in state law. The Board's decision to initiate foreclosure shall be made in executive session and reflected in the minutes of the Board's next open meeting by reference to the parcel number of the unit rather than the name of the owner in order to maintain the confidentiality of the owner.

**IMPORTANT NOTICE: IF AN OWNER'S UNIT IS PLACED IN FORECLOSURE  
BECAUSE THE OWNER IS BEHIND IN PAYMENT OF ASSESSMENTS, THE UNIT  
MAY BE SOLD WITHOUT COURT ACTION.**

15. **Dishonored Checks.** At any time that the Association or its agent receives a check dishonored by the bank for any reason, a charge of twenty-five dollars (\$25) shall be imposed. The Association may also seek damages in accordance with California Civil Code section 1719.

16. **Receipts.** Owners may request and receive a receipt upon making an assessment payment. The receipt will indicate the date the payment was received and the name of the person who received it.



17. **Payment Agreements.** The Association or its agent may accept partial payments on an assessment account. The Board of Directors, in its sole discretion, may enter into a written payment agreement with an owner for periodic partial payments on the balance of the assessment account, in amounts and on a payment schedule agreed to by the Board. The agreement shall include payment of accruing assessments, and late charges shall not accrue so long as the owner is complying with the terms of the agreement. The Association has no obligation to enter into such an agreement, and any agreement entered into with the owner shall be reasonable, as determined by the Board in its sole discretion, and for the sole purpose of assuring that the best interests of the Association are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any term of the agreement shall give the Board the right to immediately continue the collection process without further notice to the owner.

18. **Release of Lien.** A Release of Lien will not be recorded until the entire balance of the owner's account is paid. All charges incurred in recording the Release, including reasonable attorney's fees, will be charged to the owner's account. Upon satisfaction in full of the entire balance owing, the Association shall within twenty-one (21) days record or cause to be recorded a Release of Lien.

19. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect assessments and related costs and charges, including but not limited to bringing an action in Small Claims or Superior Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.

20. **Secondary Addresses.** Owners may submit a secondary address to the Association for purposes of collection notices. Such information must be submitted in writing, signed by the owner, and mailed to the Association in a manner that confirms the Association has received it. After an owner identifies a secondary address, the Association will send copies of any collection notices to the secondary address provided, in addition to the owner's primary address shown in the Association's records. An owner may identify or change a secondary address at any time. If a secondary address is identified or changed during any collection process, the Association will only be required to send notices to the designated secondary address from the point that the Association receives the request.

21. **Address of the Association and the Board of Directors.** Owners should respond in writing or make payments to the address directed by the designated agent. If no address is given, correspondence and requests should be mailed to the Association at the following address:

Board of Directors  
Crown Colony Homeowners' Association  
379 Imperial Way  
Daly City, Ca 94015

Unless another address is given by the Association or its designated agent, the address noted above may be used for overnight payments.

22. **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of the Policy shall remain in full force and effect.

Adopted by Resolution of the Board of Directors

April 19, 2006

Date

CROWN COLONY HOMEOWNERS ASSOCIATION  
NOTICE OF COLLECTION RIGHTS AND OBLIGATIONS

*The following Notice is provided to the Members of Crown Colony Homeowners Association, in accordance with California Civil Code section 5730 amended effective January 1, 2014.*

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 non-judicial foreclosure. For liens recorded on or after January 1, 2006, an Association may not use judicial or non-judicial 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 non-judicial 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 non-judicial 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 non-judicial foreclosure, the Association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The Association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas 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, he or she 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 timeshare 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 exist. (Section 5665 of the Civil Code)

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

An Association distributing the notice required by this section to an owner of an interest that is described in 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

# **Crown Colony Homeowner Association**

## **Violation and Fining Policy**

### **(Including Schedule of Fines)**

This document sets forth Crown Colony Homeowner Association's policy for imposing disciplinary actions (including a Schedule of Fines) for violations of the Association's governing documents, pursuant to Civil Code section 5850 and the Association's Amended Bylaws ("Bylaws") and Amended & Restated Declaration of Covenants, Conditions & Restrictions (CC&Rs).

1. Authority of the Association's Board of Directors. The Board of Directors (Board), has the authority to adopt and establish rules, regulations and policies (collectively, "Rules") governing the use of Common Area and facilities within Crown Colony, the personal conduct of Members, tenants and guests, and to take steps as it deems necessary for the enforcement of such Rules and the Association's Governing Documents (which in addition to the Rules, includes the Bylaws and CC&Rs).
2. Member Responsibility. Each Unit Owner is a Member of the Association and is responsible for complying with the Governing Documents. Owners are required to give their tenants, if any, copies of the Governing Documents and of amendments and new Rules as they are adopted. Owners are also responsible for ensuring that their tenants, invitees, guests, and Unit occupants comply with the Governing Documents. In the case of violations by tenants, invitees, guests and Unit occupants who are not Members of the Association, the Association will notify the Unit Owner. Any fines for non-compliance or Reimbursement Assessments will be imposed against the Owner.
3. Notice. At least ten (10) days before the meeting at which the Board will determine whether to impose a fine or other sanction, such as suspending any rights or privileges or levying a Reimbursement Assessment, the Board will notify the Member in writing. The notification shall:
  - Identify the governing document provision that has been violated;
  - Describe the nature of the violation;
  - Identify the date, time and place of the meeting;
  - Describe the corrective action to be taken by the Member and the time within which it must be done (if applicable);
  - Describe intended or possible sanction(s); and
  - Give the Member the opportunity to attend the meeting and to address the Board regarding the alleged violation.

If the Member's failure to correct a violation results in the expenditure of funds by the Association to correct the violation, the notice shall also state that the Board may vote to levy a Reimbursement Assessment if the Board finds that a violation has occurred.

The notice shall either be given personally to such Member or sent by first-class or certified mail to the last address for the Member shown on the Association's records.

4. Hearing. The hearing shall be conducted by the Board. The Member is entitled to attend the hearing and to address the Board. The President shall read the charges against the Member. The Member is allowed to present evidence and testimony on his or her behalf and shall have the right to question the witnesses against him or her and examine all evidence presented. The Board is entitled to question all witnesses. The Board shall have the exclusive power and authority to impose disciplinary action.
5. Imposing Disciplinary Action. The Board may impose one or more sanctions if it determines at the meeting that a Member or his or her tenant, invitee, guest or Unit occupant has committed a violation of a particular governing document provision. This action may be imposed even if the Member does not appear at the hearing when scheduled or does not submit a written explanation to the Board at or before the time scheduled for the hearing. As provided in CC&Rs Section 14.8, disciplinary action may include loss of good standing, suspension of other rights, and/or monetary penalties (i.e., fines) as follows:
  - Loss of Good Standing. Suspension of the Member's Good Standing status for so long as the Member remains in default of any payment or until the violation is remedied. The impact of suspension of the Member's Good Standing status is that his or her Association voting rights are

suspended and he or she is disqualified from serving on the Board.

Suspension of Other Rights. Suspension of the Member's or Resident's right to use Common Area recreational facilities for so long as the Member remains in default of any payment or for such period as may be specified by the Board if the violation involves misbehavior related to Common Area recreational facilities.

Monetary Penalties i.e. Fines. Imposition of fines in accordance with the Association's current Schedule of Fines.

In the case of continuing violations, such as architectural violations, the Board may impose additional disciplinary action once every thirty (30) days until the violation is remedied, provided that procedural requirements are followed. Repeated or habitual violations within a 30-day period, such as parking violations, shall not constitute a continuing violation but shall be a separate violation for each occurrence, and disciplinary action may be imposed for each and every separate violation.

6. Notice of Board's Decision; Effective Date of Sanction. The Board shall notify the Member of its decision, in writing, within fifteen (15) days after the hearing. Failure to notify the Member within such 15-day period shall invalidate the Board's action. A fine or Reimbursement Assessment shall become effective no sooner than five (5) days after the date of the hearing.
7. Grievance Committee. The Board-appointed "Grievance Committee," as authorized and directed by the Board, has the authority to investigate alleged violations and meet with the alleged violator and complaining parties (if any). The Grievance Committee also makes findings (as to whether a violation has occurred) and provides recommendations to the Board concerning sanctions. However, the final determination on whether a violation has occurred and the decision to impose sanctions (including the type of sanction(s) that will be imposed, if any) shall be ultimately made by the Board.
8. Payment of Fines. Fines (also known as "monetary penalties" or "Enforcement Assessments") are due when imposed and are deemed delinquent if not paid within fifteen (15) days after they are due. All sums payable hereunder by a Member shall bear interest at the maximum rate permitted by law commencing on the date the said sums become delinquent. The Association may commence a lawsuit to compel payment of delinquent fines and to recover attorney's fees and costs of enforcement.
9. Schedule of Fines. The Schedule of Fines adopted by the Board is attached to this Policy.
10. Additional Corrective Measures; Reimbursement Assessment. The imposition of fines and suspension of voting and use rights are in addition to the requirement that Members comply with the governing documents. Compliance may include, but is not limited to, correcting, repairing or replacing non-complying conditions, all at the Member's expense by, for example, levy of a Reimbursement Assessment against such Member and his or her Unit (see CC&Rs, section 7.8).
11. Other Remedies. The Association reserves the right to avail itself of any other remedy permitted by law and the governing documents to enforce the provisions of the Association's Governing Documents (including Rules). These remedies include, but are not limited to, requesting internal dispute resolution, requesting that the matter be submitted to some form of alternative dispute resolution such as mediation or arbitration, right of entry to correct a violation, or bringing an action in court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy.
12. CC&R Provisions Also Apply. The CC&Rs, in particular, Article 14, also addresses and applies to the holding of hearings and imposition of fines and other sanctions against Members.
13. Liens. The Association may secure recovery of any fines imposed and the costs of enforcement by recordation of a lien or liens to the extent not prohibited by law. As of the date of adoption of this Policy, liens that are recorded to secure fines may not be enforced by non-judicial foreclosure.
14. Association's Duty of Enforcement. Failure by the Association to enforce any provision of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.
15. Amendment of Policy. As provided in Civil Code section 4355, the Board may amend this Policy without providing advance notice to the Owners if an amendment is required by law or needed to conform a

particular provision or provisions of this Policy to changes in applicable California statutory law that are nondiscretionary in nature.

## **Crown Colony Homeowners Association Schedule of Fines**

To ensure compliance with the Governing Documents of Crown Colony Homeowners Association, Members may be fined for violations. The Association's Board of Directors has adopted this Schedule of Fines, which will be in effect until changed by action of the Board of Directors. Any violation of the Governing Documents either by a Member or a Member's tenant, invitee, guest or Unit occupant shall be subject to the following fines:

<b>Violation</b>	<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation</b>	<b>3rd + Subsequent</b>
Architectural	\$50	\$100	\$200
Automobile(including Parking Sticker Violations)	\$50	\$100	\$200
Decks, Patios, Parking Spaces	\$50	\$100	\$200
Excessive Noise	\$50	\$100	\$200
Misuse of Common Area or Facilities	\$50	\$100	\$200
Pets	\$50	\$100	\$200
Vandalism	\$100	\$200	\$300
Serious Personal Endangerment or Serious Health Hazard	\$100	\$200	\$300

The following policy was adopted by the Crown Colony Board of Directors at its August 20, 2008 meeting. The Policy became effective September 1, 2008. It was revised to bring it into conformity with the Association's Amended Bylaws and Amended Declaration of Covenants, Conditions and Restrictions ("CC&Rs").

## HOW DO I PAY MY MONTHLY ASSESSMENT?

### MAILING PAYMENTS:

You may mail a check to Union Bank. Please use the enclosed envelope that comes with your monthly statement and mail your check with the remittance stub. Include your account number which is listed on your statement and make the check payable to CROWN COLONY HOA.

Please mail payments to:

**UNION BANK  
P.O. BOX 15021  
VALLEJO, CA 94591-1921**

### ACH –AUTOMATED CLEARING HOUSE OR ELECTRONIC FUND TRANSFER

You may enroll with Union Bank to have your monthly assessments be electronically debited from your bank account on or about the 10<sup>th</sup> of each month. Use the attached form or contact Bautista & Co. to obtain an ACH Authorization Form. Send the completed form with a cancelled check to Bautista & Co. (address can be found on the form).

### UNION BANK ONE TIME PAYMENT

You can make a one- time payment thru [www.hoabankservices.com](http://www.hoabankservices.com). Under the **Online Payments for Homeowners** section select the red **Make Payment** button. Choose **Make a One-Time Payment** to initiate a payment. Select your association and follow instructions on the screen.

### YOUR BANK'S ONLINE BILL PAY

If you use online Bill Pay with your bank to pay your monthly assessments, your bank must note your HOA account number on the bill pay check. This account number is listed on your statement. You will need to update the amount paid annually according to any changes in assessments. The online banking payment is not an electronic transfer of funds. Please allow a minimum of 5 days for mailing. **Your check should be made payable to Crown Colony.**

### CREDIT CARD PAYMENTS ARE ACCEPTED FOR A FEE

You can make a one-time payment using Visa, MasterCard, American Express or Discover. Log in to [www.hoabankservices.com](http://www.hoabankservices.com) . Under the **Online Payments for Homeowners** select the red **Make Payment** button. Choose **Make a One-Time Payment** to initiate payment. Select your association and follow the instructions on the screen.

Please contact the Accounting firm of Bautista & Co. at 650-697-7907 with any additional questions or concerns.

**NOTE: A VOIDED CHECK MUST BE ATTACHED TO THIS FORM TO BE PROCESSED PROPERLY**

I (we) hereby authorize CROWN COLONY, hereinafter called "Company," to initiate debit entries to my (our) ☐ Checking Account or ☐ Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called "Depository," and to debit the same to such account for the purpose of collecting assessments for my community association. I (we) understand that this debit will occur on or about the 10TH of each month in which assessment payments are due. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of United States law.

Depository Name: \_\_\_\_\_ Branch: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Routing Number (9 digits): \_\_\_\_\_ Account Number: \_\_\_\_\_

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time, and in such manner, as to afford Company and Depository a reasonable opportunity to act on it.

My association is: \_\_\_\_\_

Name(s): \_\_\_\_\_  
(Please print) (Please print)

Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: A VOIDED CHECK MUST BE ATTACHED TO THIS FORM TO BE PROCESSED PROPERLY**

**PLEASE RETURN FORM AND VOIDED CHECK TO:**

BAUTISTA & CO.  
214 BROADWAY  
MILLBRAE, CA 94030  
650-697-7907

**Management Company Use Only:**

Homeowner Account Number: \_\_\_\_\_

Date entered: \_\_\_\_\_



### **FHA Certification Disclosure**

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the Federal Housing Administration.

For current information on whether or not a common interest development is certified by the Federal Housing Administration, please visit the following website:

<https://entp.hud.gov/idapp/html/condlook.cfm>

### **VA Certification Disclosure**

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project. The association of this common interest development is not certified by the federal Department of Veterans Affairs.

For current information on whether or not a common interest development is certified by the federal Department of Veterans Affairs, please visit the following website:

<https://vip.vba.va.gov/portal/VBAH/Home>

# CROWN COLONY

## HOMEOWNERS ASSOCIATION

379 IMPERIAL WAY, DALY CITY, CA 94015-2503 • (650)756-8220 • FAX: (650)756-4323  
e-mail: cchoa@crowncolonyhoa.com

### REQUEST FOR ANNUAL NOTICE OF ADDRESS, REPRESENTATIVE AND RENTAL STATUS

Civil Code 4041 requires each homeowner to provide the Association with the following information on an annual basis. Please complete this form and return it to the Association at the address above within 30 days. If an owner fails to provide the information requested in paragraphs 1 and 2 below, or if there has been no change in your mailing address, the mailing address the Association has on file shall be deemed to be the address to which notices are to be delivered.

Re Unit: Address \_\_\_\_\_ Unit # \_\_\_\_\_

1. The full name(s) and address(es) to which notices from the Association are to be delivered:

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2. Optional: An alternate or secondary mailing address:

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3. The name and address of your legal representative, if any, including any person with power of attorney, or other person who can be contacted in the event of your extended absence:

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4. Is the separate interest that you own (check one):

- ☐ Owner-Occupied?  
☐ Rented Out?  
☐ Vacant?

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:** \_\_\_\_\_

**Current Owner of Property:** \_\_\_\_\_

**Contact info for Person Requesting Document(s):** \_\_\_\_\_

Provider of the Section 4525 items:

Rita Nicolas, Project Coordinator - Crown Colony Homeowners Association - 650-756-8220

**Please Check Applicable Column or Columns Below of Items Being Requested:**

<b>Document</b>	<b>Civil Code Section Included</b>	<b>Fee for Document</b>	<b>Not Available (N/A) Not Applicable (N/App)</b>
CC&R's, Bylaws, Articles Of Incorporation	Section 4525(a)(1)	\$150.00	Included in Cert. Package
Operating Rules	Section 4525(a)(1)		Included in Cert. Package
Age Restrictions, if any	Section 4525(a)(2)		N/App
Rental Restrictions, if any	Section 4525(a)(9)		No less than 30 days
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525(a)(3)		Included in Cert. Package
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525(a)(4)		Included in Annual Budget and Cert. Package
Annual Financial Statement Review or Audit	Sections 5305 and 4525(a)(3)		Included in Cert. Package
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Annual Budget Package and Cert. Package
Insurance Summary	Sections 5300 and 4525(a)(3)		Included in Cert. Package
Regular Assessment	Section 4525(a)(4)		Included on HOA Cert Form
Special Assessment	Section 4525(a)(4)		Included on HOA Cert Form
Emergency Assessment	Section 4525(a)(4)		Refer to Demand
Other unpaid Obligations of Seller	Section 5675 and 4525(a)(4)		Refer to Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4),(8)		Included in Annual Budget Package and Cert Package
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6),(7) and 6100		Included in Cert. Package

Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		N/App
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to Demand
Required Statement of Fees (Escrow Demand)	Section 4525	\$150 to HOA and \$150 to Bautista & Co.	Refer to Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$25.00	Included in Cert Package
Lender's Cert Form		\$100.00	
Cert. Package Preparation Fee		\$50.00	
<b>Total Fees for Certification Package including Lender's Cert. Form and CC&amp;R's, Bylaws and Articles of Incorporation</b>		<b>\$325.00</b>	
<b>Total for Both Transfer Fees</b>		<b>\$300.00</b>	Refer to Demand
<b>TOTAL FEES FOR DOCUMENTS</b>		<b>\$625.00</b>	

\*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 shall be charged separately.

This is the minimum document offering required to meet CA Statute 4525. You may opt to acquire additional documents including, but not limited to Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law, but helpful to the prospective buyer(s) and/or their agents to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Capital Contributions, Collection Fees, Etc. May be assessed to Each property and will be disclosed on the Statement of Fees (Demand) and are not included within estimated charges within this form. Please contact Bautista & Co. for all Demands.

The buyer and seller may negotiate who pays document and disclosure fees.

PACKAGES OR CERTIFICATION FORMS ARE PROCESSED ON FRIDAYS ONLY. REQUESTS AND PAYMENT MUST BE PROVIDED TO OUR OFFICE NO LATER THAN THURSDAY AT 5:00PM TO BE AVAILABLE FOR PICK UP AFTER 11:00AM ON FRIDAY.

ADDITIONAL FEE IS REQUIRED FOR A RUSH FOR ANY FORMS OR PACKAGES NEEDED PRIOR TO 12:00NOON ON FRIDAY.

# ARCHITECTURAL RULES

## ***Decks & Patios***

- YES** Standard patio or deck furniture, barbecues, planters, pots and approved storage containers. Only **propane fueled barbecues** are allowed on decks and patios.  
All pots, planters and storage containers located on any deck or patio must be non-reflective and earth-tone in color and elevated off the deck or patio surface.  
Extra spindles are allowed. They must **not** extend above the railing and must be painted the existing spindles color.
- NO** No storage of other items without prior written consent of the Architectural Review Committee or the Board.  
No bicycles or children's toys  
No planter or pots on ledges or rails.  
No alterations, carpets, covering, enclosures or site screens without prior written consent of the Architectural Review Committee or the Board.

## ***Front Door & Entry***

- YES** Leave exterior unaltered
- NO** No alteration of unit number or exterior color.  
No doormat or personal property left in hallway.  
No nameplates or signs.

## ***Parking Space***

- YES** Park your car, motorbike or pick-up truck.
- YES** Residents may park no more than 2 adult bicycles under the storage locker of their Unit's deeded parking space. No Children's bicycles will be allowed. Residents do so at their own risk.
- NO** No parking boats, campers, inoperable vehicles, trailers, trucks or any other commercial or recreational vehicles.  
No oil pans or other items in parking spaces.

## ***Storage Containers, Planters & Pots***

- YES** Storage containers (not to exceed 24x24x24 inches in size), planters and pots must be constructed of wood or other non-reflective, earth-tone colored material. If planters are attached to spindles, they must be hung with galvanized sheet metal brackets. When attached by brackets, the Association Office will have its maintenance supervisor inspect the work. The owner will be furnished with a copy of the inspection report.
- NO** No planters shall be placed on top of railings.

## ***Storage Lockers***

- YES** Provide a padlock.
- NO** No storage of flammable liquids or storage on top of lockers.  
No modification to the outside of the locker.  
Locker storage is limited 100 lbs total.

## ***Unit Interiors***

- YES** Change the color and materials of the flooring and wall finishes, finish hardware and light fixtures.
- NO** Changes to the following must first be approved by the Architectural Review Committee or the Board:  
Electrical - Conduit or wiring; Mechanical - Air conditioning, heating, plumbing or ventilating systems;  
Structural - Ceiling, floor, roof or walls.
- Policy: The Board neither approves nor disapproves of owners changing their original flooring to hard surface materials (wood/tile/marble, etc.); however, should a noise or other issue result due to a change in flooring, the owner and/or any subsequent owner/s is/are responsible to mitigate the issue.

## ***Windows / Sliding Doors***

- YES** Window coverings must reflect a white/off-white exterior view.  
New windows and sliding glass doors may be installed after an application, which is available from the Association Office, is filled out and approved and your contractor is selected from the approved contractors list. The application's specifications must be followed exactly.
- NO** No glass tinting or reflective treatment.

CROWN COLONY HOMEOWNERS ASSOCIATION

ARCHITECTURAL IMPROVEMENT APPLICATION

OWNER \_\_\_\_\_ HOME PHONE \_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_ WORK PHONE \_\_\_\_\_

DESCRIPTION OF PROPOSED IMPROVEMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNERS \_\_\_\_\_ OWNER \_\_\_\_\_ DATE \_\_\_\_\_

For Committee Use Only

COMMITTEE MEMBER \_\_\_\_\_ PHONE \_\_\_\_\_

DATE SUBMITTED TO COMMITTEE \_\_\_\_\_ RECEIVED BY \_\_\_\_\_

FEE \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

ADDITIONAL INFORMATION REQUESTED

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE ACCEPTED \_\_\_\_\_ RECEIVED \_\_\_\_\_

DISPOSITION:

\_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

This approval is not intended to be acceptance of violations of any higher codes, statutes, or civil law.