

379 IMPERIAL WAY, DALY CITY, CA 94015-2503 • (650)756-8220 • FAX: (650)756-4323

May 13, 2022

Dear Crown Colony Homeowner,

At its April 20, 2022 meeting, the Board approved the 2022/23 Budget prepared by the Management Company and the Reserve Expenditures and Funding Update Schedule prepared by John D. Beatty & Co. The budget reflects an average increase of less than 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 substantial increases in the cost of utilities, insurance and vendor contracts.

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

- 2022/23 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;
- Dispute Resolution Policy;
- Notice of Collection Rights and Obligations,
- Association Assessment Collection Policy
- Association's Fine Policy and Schedule of Fines;
- How to Pay My Assessment Notice and Union Bank Authorization Form;
- FHA and 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;
- Request for Delivery of Association Documents by Email;
- Architectural Rules and Improvement Application

The Board 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 monthly dues have 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 2029-2030 and a funding plan through year 2049-2050. If you would like a copy of the expenditures through year 2049-2050, you may obtain a copy from the Association Office or on the Crown Colony Homeowners Association website at crowncolonyhoa.com. Members may obtain minutes of a Board meeting from the Association Office 30 days after the meeting's date. The Crown Colony Homeowners Association Rules, Regulations & Information booklet is given to all residents when they move in Additional copies are available from the Association Office and on the Crown Colony Homeowners Association Website. If you have any questions, please call the Association Office at (650) 756-8220.

Very truly yours,

Rick Crump, President

Crown Colony Homeowners Association

Copies mailed to all Owners of Record as of May 3, 2022

# 2022/2023 Crown Colony Budget

ANNUAL	000 9	50,000	5,000	7,000	6,500	40,000	8,000	138,000	3,500	37,000	4,000	3,000		327,000		185,000	315,000	332,000	390,000	\$1,222,000			1,367,187	40,000	1,407,187		5,320,363		1,000	216,801	15,000	150	4,000	15,000	264,951	5,055,412
MONTHLY TOTAL	200	4,167	417	583	542	3,333	299	11,500	292	3,083	333	250 1 000		27,250		15,417	26,250	27,667	32,500	101,833	•		113,932	3,333	117,266		443,364		83	18.067	1,250	13	333	1,250	22,079	421,284
/UNIT	0.54	4.53	0.45	0.63	0.59	3.62	0.72	12.50	0.32	3.35	0.36	0.27		29.62		16.76	28.53	30.07	35.33	110.69			123.84	3.62	127.46		481.92		0.09	19.64	1.36	0.01	0.36	1.36	24.00	457.92
# CATEGORY	OTHER EXPENSES 5300 Cleaning Supplies	Damage Repairs	Electrical Repairs	Lightbulbs, Fixtures	Boiler Maintenance	Misc. Maintenance	Locksmith	Bus Maintenance	Painting Supplies	Plumbing	Drainage	Recreation Expense Vehicle Maintenance		Total Other Expenses	ES	Electricity	Gas	Refuse & Trash	Water	Total Utilities		RESTRICTED FUNDS	Keserves	Conungency	Total Restricted		TOTAL EXPENSES		Interest HOA Late Fees/Interest	Laundry	Other Income	Recreation	Kesale Office	Move-In Fees	Total Income	TOTAL INCOME FRON DUES
ACCT#	OTHEF 5300	5315	5325	5360	5365	5370	5371	5375	5380	5385	5390	5394 5394			UTILITIES	5400	5410	5420	5430		1	RESTR	9340	9450			TOTAL	INCOME	4210 4220	4230	4240	4250	4260	4280		TOTAL
ANNUAL	49.800	4,950	525,000 7,000	208,368	4,000	15,000	8,500	4,400	8,000	0	40,000	875.018	•	300	15,120	40,000	15,840	3,800	14 000	3,200	9,500	15,200	30,000	8,000 40,000	533,450	201,600	15,000	1,054,558		117,235	215,142	102,223	434 600			
MONTHLY ANNUAL TOTAL	4.150 49.800	413	43,750 525,000 583 7,000	30		•						72.918 875.018		300				317		267		1,267 15,200			154 5		1,250 15,000				17,929 215,142		36 217 434 600			
∢	150	413	790 283	17,364 20	333	1,250	208	367	299	0		•	•		1,260	3,333	1,320	317	9,129	267	792		000,7	3.333	44,454	16,800	]			9,770	17,929					
/UNIT MONTHLY A RY /MONTH TOTAL	4.150	Prep. 0.45 413	43,750 583	ees 18.87 17,364 20	ense 0.36 333	1.36 1,250	& Fees 0.77 708	0.40 367	0.72 667	nt 0.00 0	3,333	72.918		25	1.37 1,260	xtras 3.62 3,333	1.43 1,320	3 0.34 317	9,129	nes 0.29 267	0.86 792	1.38 1,267	000,7	3.62 3.33	48.32 44,454	18.26 16,800	1,250	87,880	SALARIES	ners 10.62 9,770	te 19.49 17,929	8,519	36.217			

# **CROWN COLONY HOMEOWNERS' ASSOCIATION**

Schedule of Individual Assessments July 1, 2022 through June 30, 2023

Unit Name	Unit Type	Sq. Ft.	<b>Previous Dues</b>		Incr/(Decr) NEW DUES
A- Bristol	Studio	483	\$393.70	\$11.66	\$405.36
B- Collingwood	1Bd /1Ba	717	\$421.62	\$16.37	\$437.99
C- Essex	1Bd /1Ba - Townhome	788	\$430.09	\$17.80	\$447.89
D- Monarch	1Bd /1Ba/Den	817	\$433.55	\$18.38	\$451.93
Dc-Vanguard	2Bd/2Ba	847	\$437.13	\$18.99	\$456.12
E- Devonshire	2Bd/1 1/2Ba - Townhome	1049	\$461.24	\$23.04	\$484.28
F- Argyle	2Bd/2Ba	1065	\$463.15	\$23.36	\$486.51
Fc-Sapphire	2Bd/2Ba	1150	\$473.29	\$25.07	\$498.36
G- Commonwealth	2Bd/2Ba/Den	1131	\$471.02	\$24.70	\$495.72
Gc-Trafalgar	2Bd/2Ba/Den	1128	\$470.66	\$24.64	\$495.30
H- Penthouse	3Bd/2Ba	2415	\$624.23	\$50.51	\$674.74

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 increase of 4.86% over last year's budget.

Approved at the April 20, 2022 Board of Directors' Meeting.

# **RESERVE STUDY SUMMARY**

Update with No Site-Visit/Off-Site Review

# **Crown Colony**

**HOMEOWNERS ASSOCIATION** 

Prepared **April 25, 2022** 

for **Fiscal Year 2022-2023** 



John D. Beatty & Company

14850 Highway 4, Suite A #210 Discovery Bay, CA 94505 (925) 831-1803 Fax (925) 831-2493

# **Reserve Study Summary**

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, 2022 through June 30, 2032 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, 2022	\$	2,116,999
	Reserve contribution for fiscal year 2021-2022		
3.	Reserve contribution for fiscal year 2022-2023	\$	1,367,187
	Assumed annual inflation rate		0 70/
		1 .	

5. All "after tax" interest earned on reserve fund investments will be retained in the reserve fund.

#### **DISCLOSURES**

ALL information in this study has been provided by the Board of Directors, including but not limited to Useful Lives, Remaining Lives, Costs, Replacement & Repair Schedules / Cycle & Funding.

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:

Accumulated Cash Reserves (Numerator)  Projected reserve fund balance as of July 1, 2022	. \$	2,116,999
Accrued Liability (Denominator)  Estimate of the amount of cash necessary to repair, replace, restore or maintain the association's major components as of July 1, 2022	. \$	3,296,539
Percent Funded	[	55%

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

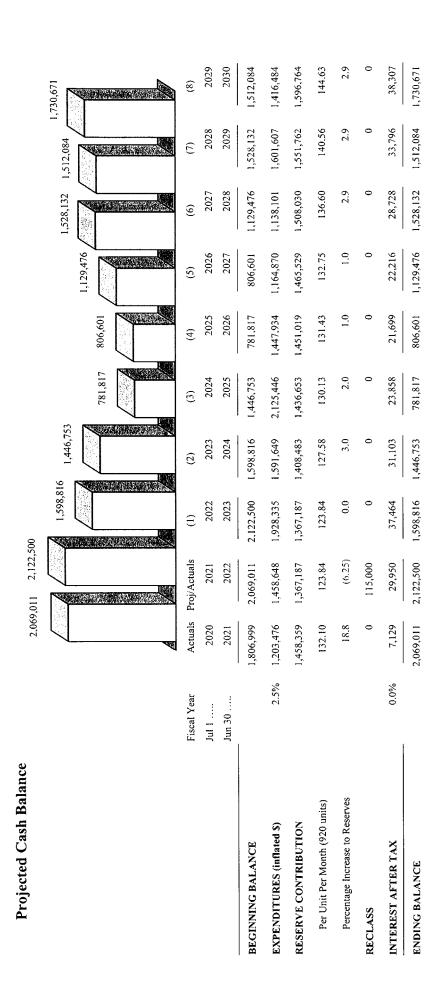
Assumed Annual Inflation Kale		Current	Estimated	i s	Fiscal Year	Actuals Proj/Actuals	j/Actuals	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) 2029
RESERVE COMPONENTS	Kepair %	Cost		Life	:	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
COMMUTER SERVICES:			,					9	0000	000	900 2	3613	5 253	5 384	5 510
9901 - Bus Repair		4,643	-	-		3,091	5,125	2,000	2,000	2,000	2,000	2,123	5,433	1,004	21.0.0
- Bus Replacement		95,858	15	4											
ELEVATORS:		600	ş	5											
9903 - System Upgrade		3/9,832	₹ :	<u>ء</u>				10000							
9904 - Cab Enhancement		3,747	12	-				100,70	10000						
9904 - Cab Enhancement		3,747	12	7					30,731	000					
9904 - Cab Enhancement		3,747	12	3		1				51,599	27.07				
9904 - Cab Enhancement		3,747	12	4							40,565	770	755.64	777	14 416
9905 - Component Replacement		84,773	30	28		35,565	36,454	37,365	38,300	39,257	40,239	41,244	47,716	45,352	44,410
9906 - 5 year Load Test		13,587	S	4		9,750					14,632				
FENCING:					,	0,10	000	101	2800	2000	0350	2.410	2 470	2 541	2,605
9907 - Wooden		2,191	-	_		2,760	7,500	2,191	2,246	7,502	2,500	2,419	2,479	140.7	16 026
9908 - Iron Railings	10%	14,240	-	-		3,175	5,000	14,240	14,596	14,963	15,337	15,718	10,114	10,514	10,920
9909 - Cyclone	%01	6,457	-	1			2,000	6,457	6,618	6,784	6,955	6,958	7,307	7,488	1,6/5
LANDSCAPING:															
9910 - Stream Pumps		10,475	1	-			10,219	10,475	10,737	11,005	11,280	11,562	11,852	12,148	12,451
9911 - Stream Resurface/Repair	33%	54,470	10	1				54,481							
- Stream Resurface	33%	54,470	10	2			,		55,843						
- Stream Resurface	33%	54,470	10	3						57,239					000
- Irrigation Controllers		5,798	-	-		6,576	5,657	5,798	5,943	6,092	6,244	6,400	6,560	6,724	6,895
- Irrigation Valves		9,138	-	-		5,789	2,500	9,138	9,367	9,601	9,841	10,087	10,339	10,598	10,863
9913 - Irrigation Repairs		18,733	-	-			10,000	18,733	19,201	19,681	20,173	7/9,07	21,194	21,724	197,22
9914 - Tree Care		53,845	-	-		55,179	56,558	53,845	55,191	56,570	57,985	59,434	076,09	62,443	64,004
9915 - Replace Plants		37,144	-	-		221,559	226,485	248,910	255,133	261,511	40,000	41,000	47,025	43,0/6	44,153
CIGHTING:									000	0				000	000
9916 - Wall Mounted Exterior		2,692	-	-		6,317	6,474	21,538	22,076	2,899	1,7/5	1,775		2,200	2,280
Exterior Lighting/Repairs		23,486	15	2		1,840	1.500								
9918 - Interior		82,984	7 2	= =		++5.+1	0,00,0								
9918 - Interior		100,00	2 2	2 2											
9916 - Interior		509,00	2 2	7											
9918 - IIICHOI 0010 - Evit		23.618	92	35		1.465									
9920 - Garage		3,277	-	1									3,708	3,801	3,896
9921 - Tennis Court/Carport		10,389	20	4							11,188				
MECHANICAL SYSTEMS:		;													
9922 - Boilers Repair		37,871	-	1		30,784	36,947	37,871	38,818	39,788	40,783	41,803	42,848	43,919	45,017
9923 - Boiler Replacement		30,938	25	13											
9924 - Fan Motors		5,655	1	1											
9924 - Fan/Vent Maintenance		15,614	10	-		1,610		15,614							
PAVED SURFACES:															000
9925 - Repair/Seal/Stripe (Drives)		87,349	5	3		42,505	:			91,771					103,830
9926 - Petromat (Drives)		186,381	25	e		1 040				197,750	24.750				
9927 - Seal Coat/Repair Garage Floors	S	32,278	e -	<b>4</b>  .		1,740	003 6	3 500	777	2 760	3.863	3 060	4.050	4 160	4 264
Concrete Walkways Repair		3,588	-	٦		12,012	טטר,כ	000,0	110,0	24101	2000	73,700	1,00,1	>> 1 ° F	· > 1

Assumed Annual Inflation Rate	2.5%	Current	Estimated	ited	Fiscal Year	Actuals Proj	/Actuals	(1)	(2)	(3)	(4)	(5)	(9)	(7)	(8)
RESERVE COMPONENTS	Repair %	Repr/Repl Cost	Usfl Life	Rmng Life	Jul 1 Jun 30	2020 2021 2021 2022	2021	2022 2023	2023	2024	2025	2026 2027	2027	2028	2029
PAINTING EXTERIOR:															
9929 - Townhomes		153,494	5	5			149,750			,		169,367			
١,	gı	195,400	5	1			1	195,400					220,997		
9930 - Corridor Buildings/Vent Cleaning	gı	222,250	5	2					222,250					251,365	712 036
9930 - Corridor Buildings/Vent Cleaning	50	223,171	S	3						728,750	212 500				230,710
9930 - Corridor Buildings/Vent Cleaning	gı	203,212	w	4		165,219					213,300	07.77			
9931 - Carports/Rec/Gaz/Guard/Maint/		84,500	S	ß			84,500					93,212			
PAINTING INTERIOR:															
9932 - Corridor Bldgs/Lby/Doors		87,500	01	-				87,500	000						
9932 - Corridor Bldgs/Lby/Doors		68,293	0	2					/0,000	0.00					
9932 - Corridor Bldgs/Lby/Doors		68,293	2	e						/1,/50	04.738				
9932 - Corridor Bldgs/Lby/Doors	è	87,509		4 -		27.750		10.097	41 400	42 413	10 603				46.797
9933 - Garages/Lockers/Striping # s RECREATION CENTER:	70%	44,583	2	-		007116		10,071	11,100	211121	200				
9934 - Carpet		13,452	10	S								14,848			
9934 - Flooring		16,352	12	12											
9935 - Repair Allowance		2,000	2	2			2,000		2,050		2,154		2,263		2,377
9936 - Fumiture		13,170	10	10											
9937 - Exercise Equipment Replace/Repair	pair	2,000	2	2			2,000		2,050		2,154		2,263		2,377
9938 - Appliances/Cabinets/TV		17,183	15	15									,		
9939 - Mechanical System Repairs		2,000	2	2			2,000		2,050		2,154		2,263		2,377
9940 - Billiard Tables		11,252	25	2											
9941 - Lighting		10,588	01	92											
9942 - Interior Stain/Paint		37,763	01	2											
9943 - Rest Room/Locker Room		84,706	20	20								E			
9944 - Saunas		8,500	10	<b>«</b>											10,104
RETAINING WALLS:					3						!				2 440
9945 - Masonry		2,894	S	3						3,041					3,440
9945 - Wood		28,976	9	<b>∞</b>			į			į					34,440
ROOFING TOWNHOMES:							000								
9946 - Shingles/Repairs		185,000	22	22		156,985	185,000	10115	10 560	10.022	10 508	10 006	20.496	21.008	21 533
9947 - Gutters/Downspouts Clean/Repair	aır	18,115	-  5	- =		12,200	20,000	10,11	10,000	700,71	2000,1	0///	20,100	2006,12	2001
9948 - Built-up Roof (BUR)		73,084	07	2		:									
9948 - Built-up Roof (BUR)		119,121	07	= 2											
9948 - Built-up Roof (BUK)		24,413	07	12											
9948 - Built-up Roof (BUR)		41,501	07	2 2											
9948 - Built-up Roof (BUR)		6/1,1/2	24	-											
ROOFING CORRIDOR NEC BLDG		2,500	-	-				3 500	3 588	3,677	3 769	3 863	3 960	4 050	4 160
9949 - Shingles/Repairs		3,300	-   6	-   4				2000	2000	200	2000	200,0	23262		:
9950 - Built-up Roof (BUR)		474,108	07	2									ţ.		
9950 - Built-up Roof (BUR)		86,383	02	<u>ا</u> و											
9950 - Built-up Roof (BUR)		505,562	20	17				•							
9950 - Built-up Roof (BUR)		552,114	2	81											
9950 - Built-up Roof (BUR)		323,274	20	61											
SECURITY SYSTEMS				,			7:12		2004						
9951 - Telephone Intercom System		3,716	7	7			01/10		۲۵۲,0						

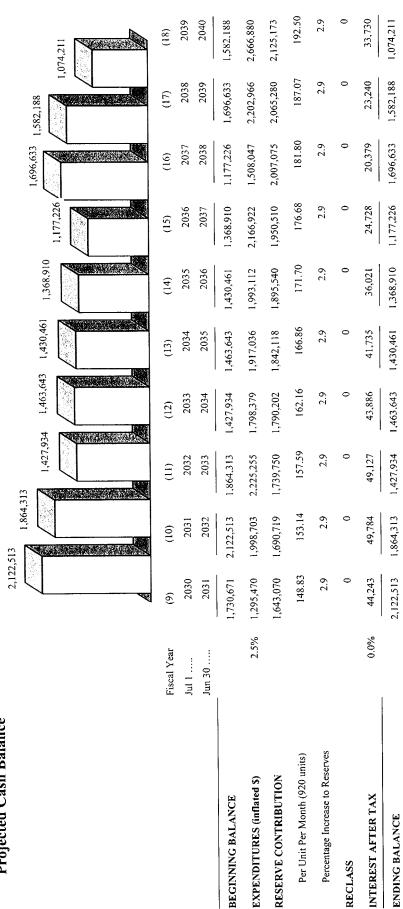
Assumed Annual Inflation Rate	~ ~	Current Repr/Repl	. <b>E</b>	gu s	Actuals Proj/Actuals 2020	oj/Actuals 2021 2023	(1) 2022	(2) 2023 2024	(3) 2024 2025	(4) 2025 2026	(5) 2026 2027	(6) 2027 2028	(7) 2028 2029	(8) 2029 2030
RESERVE COMPONENTS	%	Cost	=     E	Life Jun 30	1707	7707	5707	+707	7777	0707	1707			
SEWER LINE/WATER VALVES:												.,,,,,,,	00000	77 466
9952 - Clean Out/Jettering		31,519	-	1	17,270	30,750	31,519	32,307	33,114	33,942	34,791	35,661	30,332	37,400
9953 - Plumbing Pipe Breaks/Repairs		30,000	-	-	78,160	62,500	30,000	30,750	51,519	32,307	33,114	95,942	34,771	33,001
9954 - Water Valves		8,478	20	9	8,039							1/2//		
SPAS:		727 0	-						15.218	15 225				
9955 - Plaster/Tile/Coping		9,456	el -	\ \ \-		1 856	5 510	5,657	\$ 798	5 943	6.092	6.244	6.400	6.560
9956 - Pumps/Filters/Mechanical		915,5	- °			0.00,1	5.500	1000	200			1		
9957 - Heater		1,999	×	1			200010							
SWIMMING POOLS:		101.70	5						20 787					
9958 - Plaster/Tile		36,777	7]	6 -	450	1.050	1.051	1 077	1 104	1 131	1 160	1.189	1.218	1.249
9959 - Pumps/Filters/Mechanical		1,051	- -	- I	450	052,1	1,00,1	1,0,1	1,101	1,171	9 440		24-16	
9960 - Heater		8,552	o	c		6,332			31010		7,1			
9961 - Coping/Decking		20,764	12	3					610,17	18 530				
9962 - Furniture	1	17,216	07	4						10,01				
TENNIS/BASKETBALL COURTS:									o no pour	Tonont Tonn	Structure	Carago		
9963 - Resurface/Repair					3	Ξ	unding is ac	counted for	under com	Sonent Tenn	Funding is accounted for under component Tennis Structure/Garage	Carage O		
9963 - Color Coat (1 Tennis, 1 Basketball)	tball)				i	도 !	unding is ac	counted for	under com	oonent lenn	Funding is accounted for under component Tennis Structure/Garage	/Garage		
9963 - Waterproof (Two Unused Tennis)	nis)					됴	unding is ac	counted for	under com	onent lenn	Funding is accounted for under component Jennis Structure/Garage	/Carage		
9964 - Windscreen						<u> </u>	unding is ac	counted for	under com	onent Tenn	Funding is accounted for under component Tennis Structure/Garage	/Carage		
AUTOMATIC SYSTEMS:														1
9965 - Gate Operators/Fobs		12,133	2		900,9	2,250	12,133		003		200		040	
9965 - Fobs		3,313	2	-			3,313		3,480		7,60,5		2,842	
OTHER:														
9966 - Corridor Carpets		301,105	12	1		i	301,105							
9966 - Corridor Carpets		24,836	12	2				25,457						
9966 - Corridor Carpets		24,758	12	3					26,011					
9966 - Corridor Carpets		31,049	12	4						33,436				
9966 - Corridor Flooring		42,730	12	1			42,730							
9966 - Corridor Flooring		34,346	12	2				35,205						
9966 - Corridor Flooring		34,065	12	3					35,790					
9966 - Corridor Flooring		42,937	15	4						46,238				
9967 - Corridor Wallcovering		29,621	12	1			79,67							
- 1		23,810	12	2				74,402	31010					
		23,733	12	3					24,433	22.052				
9967 - Corridor Wallcovering		29,764	71	4		030.1	777	727	701	400	015	573	525	540
9968 - Signage and Accessories		462	- :	7		1,20	407	†	100	120	215	720	3	
9969 - Master Lock System		80,162	04	52	036.	2020	1. 777	1001	2701	1 013	1 961	2 010	1 061	2112
9971 - Utility/Access Doors		1,777	-		1,750	2,293	1,777	1,02.	1,00,1	1,713	1,201	2,010	2,001	2,1,12
9972 - Fire Alarm System Repairs		6,623	-		/85'8	2,500	6,623	5,594		5,845		0,139	077 440	0,430
9973 - Fire Hoses/Valves/Equipment		27,981	S	2		3,500		78,680					22,449	
9974 - Standpipe Certification		8,760	S	2				8,760					7,912	
9975 - Mailboxes		92,129	20	1		,	92,129		5					15.055
9976 - Computer/Fax/Office Equipment	cnt	13,768	ςς .	3	9,524	16,376	100.	1 212	7,500	1 380	1 414	1.450	1 486	15,933
9977 - Storage Lockers		1,281	- :			057,1	1,201	010,1	1,340	1,500	+1+,1	1,100	1,100	C+C+1
9978 - CCR's Revision		26,898	20	14		į	!			1				

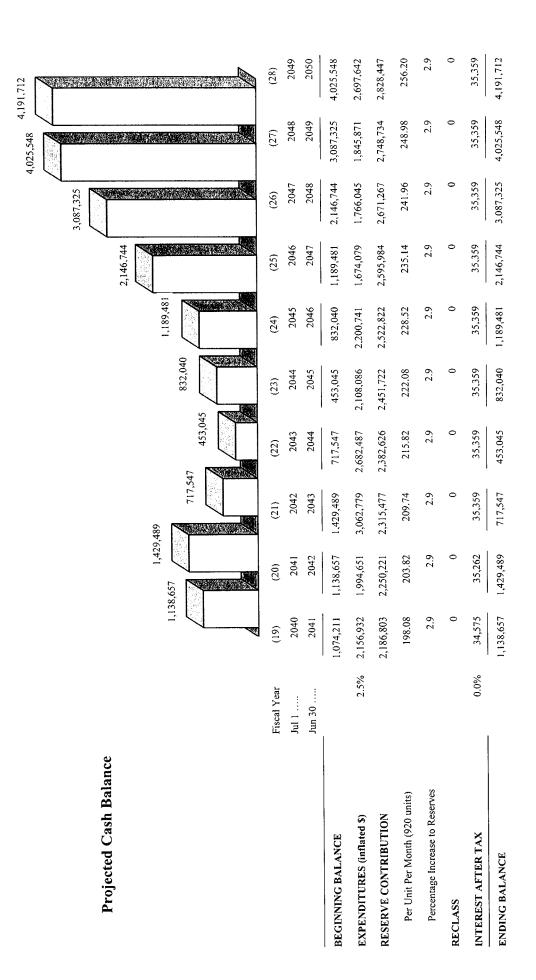
# Projected Expenditures

Assumed Annual Inflation Rate	2.5%											į	į	į	(
		Current	Estimated	ated	Fiscal Year	Actuals Proj/Actuals	oj/Actuals	=	(5)	(3)	<del>(</del> 4)	(2)	(9)	<u>(</u> )	<u>(8)</u>
	Repair	Repr/Repl	UsU	Rmng	Jul 1	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
RESERVE COMPONENTS	%	Cost	Life	Life	Jun 30	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
OTHER (continued):															
9980 - Maintenance Equipment		12,673	10	2					12,990						
9981 - Maintenance Vehicle		9,414	3	-				9,414					10,651		
9981 - Maintenance Vehicle		9,414	S	2					9,650					10,918	
1		9,414	S	4							10,138				
١,	į	17,830	-	-		14,140	14,494	17,830	18,276	18,733	19,201	19,681	20,173	20,678	21,195
١,		2,145	-	-		1,553	1,591	2,145	2,097	2,254	2,310	2,368	2,427	2,488	2,550
9984 - Reserve Study Update Inspection		1,994	3	7		1,898			2,044			2,201			2,370
9985 - HVAC Replace		211,000	40	40											
BUILDING EXTERIOR:												į			
9701 - Townhome Siding/Fencing Repair	Į.	8,693	-	1			21,456	8,693	8,910	9,133	9,361	9,595	9,835	180,01	10,333
9702 - Townhome Siding/Fencing Replace	See	35,000	S	S			35,000					40,565			
9703 - Siding Corridor Replace		33,569	-	-		17,395		33,569	3,014	34,326	56,747		38,907	3,494	39,784
9704 - Carport Structural/Roof		78,842	25	22		1,440									
١.		190,363	40	3						200,000					
9707 - Exterior Deck Stacks		269,223	1	1		179,090	183,567	269,223	275,953	282,852	289,923	297,171	304,601	312,216	320,021
9709 - Fire Stair Repairs						2,360									
9710 - Pole Bases/Pole Tops		10,250	10	1			2,000								
9711 - Concrete Deck Repairs/Entry Landings	dings	9,016	1	1		4,995	8,796	9,016	9,241	9,472	6,709	9,952	10,200	10,456	10,717
9716 - Corridor Building End Siding		354,974	25	7								į		422,064	
9717 - Courtyard Waterproofing		235,967	40	27			28,853								
9718 - Solar Power		89,310	30	18											
9720 - Drain and Stemwall Repair		43,449	30	91											
9721 - Clubhouse Roofing/Repairs		42,687	30	17		3,500									
9722 - Architectural Fees		33,616	1	1		3,903	32,796	33,616	27,595	28,285	28,992	37,106	30,460	31,222	32,002
9723 - Ext. Deck Inspection/Architect		26,000	6	1			26,000								
UNSCHEDULED	. 5%	72,918	1	1		4,350	82,581	82,911	83,243	83,576	82,246	84,583	84,921	85,261	85,602
TOTAL EXPENDITURES		8,685,082				1,203,476	1,458.648	1,928,335	1,591,649	2,125,446 1,447,934 1,164,870	1,447,934	1,164,870	1,138,101	1,138,101 1,601,607 1,416,484	1,416,484



# Projected Cash Balance





# Assessment and Reserve Funding Disclosure Summary For Fiscal Year July 1, 2022 - June 30, 2023

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 <u>regular</u> monthly assessment per ownership interest is <u>variable</u>.

  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	Amount per ownership interest per month (if	
will be due:	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	X	If the Special Assessment in Note (2) is collected	No 🗌
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(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 assessent will be due:	Amount per ownership interest per month or year:
	\$
	Total:

- (5) All major components, except those removed by the Board, are included in the reserve study and are
- (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 \$3,492,635, 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 \$2,069,011, resulting in reserves being 59% funded at this date (and an average per-unit deficit of \$1,547.) If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$2,069,011 (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, 2022 - June 30, 2023

	Estimated amount required in	Projected reserve fund	Percent
Year	the reserve fund	cash balance	Funded
2	\$ 3,468,548	\$ 2,122,500	61%
3	\$ 3,010,638	\$ 1,598,816	53%
4	\$ 2,926,175	\$ 1,446,753	49%
5	\$ 2,345,594	\$ 781,817	33%
6	\$ 2,481,146	\$ 806,601	33%

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 **April 25, 2022**. 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 2022 - 2023 Budget Report & Policy Statement

## **Association Information**

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**

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**

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 increase.

#### Variable Assessment Schedule

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**

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**

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**

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

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**

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**

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 Crown Colony HOA at the mailing address and/or email address listed under Crown Colony Homeowners Association.

# 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 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. Due to Covid 19, the meetings have been held at 12:30pm for Executive Session and 1:00pm for the Open Meeting and may remain this way until further notice. 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.

Meeting minutes are also posted at the following location: Crown Colony HOA website at 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**

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

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**

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

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, 2021 – September 27, 2022

- 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 a gent 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: \$187,317,778 Business Personal Property Limits: \$100,000
  - c. Building Ordinance Coverage A: \$187,317,778 Coverage B & C \$20,000,000 Sublimit
  - d. Property Deductible: \$10,000
- 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: Great American Insurance Company
  - 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: \$3,000,000 Deductible: \$15,000
- F. EARTHQUAKE INSURANCE: None with our agency
- G. FLOOD INSURANCE:
  - a. Name of Insurer: Philadelphia Indemnity Insurance Company (November 2021 November 2022)
  - b. Limit: \$50,000
  - c. Deductible: \$1,000
- H. WORKERS COMPENSATION INSURANCE: (June 30, 2021 June 30, 2022)
  - 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 allor a portion of any deductible that applies. Association members should consult with their individual insurance brokeror agent for appropriate additional coverage.

# 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 stabutes must accompany any Request for Resolution served on a member by the association as

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.
- 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.

- (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 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 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. <u>Assessments in General</u>. 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. <u>Obligation to Pay Assessments</u>. 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. <u>Notice of Assessments.</u> 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. <u>Designation of Agent</u>. 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. <u>Due Date/Delinquency Date of Assessments</u>. 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. <u>Late Charges/Interest</u>. 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. <u>Collection Expenses.</u> 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. <u>Application of Payments</u>. 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. <u>Dispute of Charges</u>. 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. <u>Recordation of Lien</u>. 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. <u>Acceleration of Assessments Due</u>. 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. <u>Foreclosure of Lien.</u> 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. <u>Dishonored Checks</u>. 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. <u>Receipts</u>. 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. <u>Payment Agreements</u>. 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. <u>Secondary Addresses</u>. 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. <u>Address of the Association and the Board of Directors</u>. 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. <u>Void Provisions</u>. 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 Directo	rs
<u>April 19, 200</u> Da	

0039-01/397408.1

# 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. <u>Authority of the Association's Board of Directors</u>. 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. <u>Notice</u>. 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. <u>Hearing</u>. 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.

<u>Suspension of Other Rights</u>. 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. <u>Grievance Committee</u>. 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. <u>CC&R Provisions Also Apply</u>. 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. <u>Liens</u>. 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. <u>Association's Duty of Enforcement</u>. 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:

Violation	1 <sup>st</sup> Violation	2 <sup>nd</sup> Violation	3rd + Subsequent
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 Pacific Western 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: PACIFIC WESTERN BANK P.O. BOX 15021 VALLEJO, CA 94591-1921

# ACH -AUTOMATED CLEARING HOUSE OR ELECTRONIC FUND TRANSFER

You may enroll with Pacific Western 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).

#### PACIFIC WESTERN BANK ONE TIME PAYMENT

You can make a one- time payment thru <a href="www.hoabankservices.com">www.hoabankservices.com</a>. 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 <a href="https://www.hoabankservices.com">www.hoabankservices.com</a>. 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.

# HOA SERVICES PLATFORM AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

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

Checking Account or Savings Account below, hereinafter called "Depository,"	nt (select one) indicated bel- and to debit the same to ion. I (we) understand that the re due. I (we) acknowledge	pany," to initiate debit entries to my (our) ow at the depository financial institution named such account for the purpose of collecting his debit will occur on or about the 10th of each that the origination of ACH transactions to my
Depository Name:		Branch:
City:		
Routing Number (9 digits):		
This authorization is to remain in full for either of us) of its termination in such tim opportunity to act on it.	rce and effect until Compar le, and in such manner, as t	y has received written notification from me (or o afford Company and Depository a reasonable
My association is:		
Name(s):" (Please prin	11)	
E-Mail:		e No
Signature(s):		
Date: Pro	operty Address:	
NOTE: A VOIDED CHECK MUST BE A	TTACHED TO THIS FORM	TO BE PROCESSED PROPERLY
PLEASE R	RETURN FORM AND VOIDS Bautista and Company 214 Broadway Millbrae, CA. 94030	
Management Company Use Only:		
Homeowner Account Number:		
Date entered:		

# **FHA Certification Disclosure**

California law (Civil Code Section 5300(b) requires the following statement describing the status of the common interest development as a Federal Housing Administration (FHA)-approved condominium project pursuant to FHA guidelines, including whether the common interest development is an FHA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form:

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**

California law (Civil Code Section 5300(b) requires the following statement describing the status of the common interest development as a federal Department of Veterans Affairs (VA)-approved condominium project pursuant to VA guidelines, including whether the common interest development is a VA-approved condominium project. The statement shall be in at least 10-point font on a separate piece of paper and in the following form:

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



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 U	it: Address Unit #	
1.	The full name(s) and address(es) to which notices from the Association are to lidelivered:	b€
2.	Optional: An alternate or secondary mailing address:	
3.	The name and address of your legal representative, if any, including any perso with power of attorney, or other person who can be contacted in the event of your extended absence:	n
4.	Is the separate interest that you own (check one):	
	<ul><li>□ Owner-Occupied?</li><li>□ Rented Out?</li><li>□ Vacant?</li></ul>	

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

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

A seller may request to purchase some or all of these documents but shall not be required t	0
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:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) Not Applicable (N/App)
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) Transfer Fee	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		\$200.00	
Cert. Package Preparation Fee		\$50.00	
Total Fees for Certification Package including Lender's Cert. Form and CC&R's, Bylaws and Articles of Incorporation		\$425.00	
Total for Both Transfer Fees		\$300.00	Refer to Demand
TOTAL FEES FOR DOCUMENTS		\$725.00	

<sup>\*</sup>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.



# Request for Delivery of Association Documents by E-mail

The undersigned hereby certify/certifies that he/she/they is/are the record owner(s) (if one, or more than one, collectively the "Owner") of the unit identified below located within the Crown Colony Homeowners Association. Owner hereby requests that the Crown Colony Homeowners Association distribute to Owner via electronic transmission all Association documents to the extent permitted under the law then in effect including but not limited to any of the following Association documents (collectively, "Association Documents"):

- Operating Budget and Reserve Funding Schedule;
- Assessment and Reserve Funding Disclosure Summary;
- Budget Disclosures and Important Information
- Insurance Coverage Summary prepared by Risk Strategies Company;
- Policy Statements and Important Information
- Association Assessment Collection Policy:
- Notice of Collection Rights and Obligations;
- Association's Fine Policy;
- How to Pay My Assessment Notice and Bank
- Election Rules
- Architectural Do's and Don'ts and Improvement Application
- Secondary Address Notification Request
- Charges for Documents
- Annual Audit
- Newsletters & Surveys

The Owner(s) request that the Association transmit the Association Documents to the following email address(es). If there is more than one record owner for any lot, all such record owners consent to the Association's transmission of all Association Documents to the email address(es) listed below and acknowledge and agree that such transmission(s) shall be adequate and satisfactory electronic transmission(s) of all Association Documents to all record owners for such lot. Only one email address per recorded Owner is allowed.

1st Owner of Record (please print):	 
Email Address:	
Signature:	
Phone Number:	
2nd Owner of Record (please print):	<del></del>
Email Address:	
Signature:	
Phone Number	

Please see the instructions and further information **on the back side of this page.** Those instructions and further information are specifically incorporated into this request by this reference. If you have already submitted this form to the HOA Office, please disregard.



# Instructions and Further Information for Delivery of Association Documents by Email

- Where there is more than one record owner, each record owner should complete and sign this Request.
- If fewer than all record owners complete this Request, the Association will deem this re-quest incomplete.
- Upon written request to the Association, Owner shall have the right to "hard copies" of any Association Documents that are delivered via-email.
- This request shall be forwarded to Crown Colony Homeowners Association in one of the following manners: (i) by mail or personal delivery to Crown Colony Homeowners Association at 379 Imperial Way, Daly City CA 94015 (ii) by facsimile transmission to 650-756-4323, or (iii) as an attachment to an e-mail transmitted to the HOA at cchoa@crowncolonyhoa.com.
- CHANGE OF E-MAIL ADDRESS: Owner is responsible for notifying the Association of any change in e-mail address. Owner may change the e-mail address for delivery of Association Documents by sending a written notice of change of address, signed by all record owners, to the Association. Such notice shall also identify the unit/lot address, and be forwarded to the Association in one of the following manners: (i) by mail or personal delivery to Crown Colony Homeowners Association at 379 Imperial Way, Daly City, CA 94015 (ii) by facsimile transmission to 650 756-4323, or (iii) as an attachment to an e-mail transmitted to the HOA at cchoa@crowncolonyhoa.com.
- REVOCATION BY OWNER: Owner has the right to revoke this request and receive "hard copies" of the
  Association Documents via personal or mail delivery by sending a written revocation, signed by the Owner,
  to the Association. Such revocation shall also identify the unit/lot address, and be forwarded to the
  Association in one of the following manners: (i) by mail or personal delivery to Crown Colony Homeowners
  Association at 379 Imperial Way, Daly City, CA 94015 (ii) by facsimile transmission to 650 756-4323, or
  (iii) as an attachment to an e-mail transmitted to the HOA at cchoa@crowncolonyhoa.com. Revocation by
  one record owner shall be considered as revocation for all record owners of that lot.
- AUTOMATIC TERMINATION: This request will automatically terminate and Association Documents will
  cease to be transmitted to the e-mail address listed above upon re-ceipt by the Association of information
  from any source deemed reputable by the Association that Owner is no longer the record owner of the
  unit/lot identified above.

# ARCHITECTURAL RULES

#### **Decks & Patios**

YES Standard patio or deck furniture, barbecues, planters, pots and approved storage containers. Only propane fueled barbeques 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

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 PHONEWORK PHONE		
UNIT ADDRESS			
DESCRIPTION OF PROPOSED IMPR			
OWNERS			
- WILLIAM			
COMMITTEE MEMBER	PHONE		
DATE SUBMITTED TO COMMITTEE		•	
FEE DATE R	ECEIVED_		
ADDITIONAL INFORMATION REQU	ESTED		
	· · · · · · · · · · · · · · · · · · ·		
DATE ACCEPTED	RECEIVED		
DISPOSITION:			
BY	DATE		

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