

# **COLLEGE GREENS EAST HOMEOWNERS ASSOCIATION, INC.**



**Fiscal Year 2020**

**Annual Budget Report (CC §5300)**

**And**

**Annual Policy Statements (CC §5310)**

- Fiscal Year 2020 Operating Budget
- Replacement Reserve Report and Disclosures
- Summary Insurance Disclosure
- Annual Policy Statement Disclosures: Designated Recipient, Right to Notice to Two Addresses, General Notice Location, Right to Individual Delivery, Right to Minutes, Collection Policy, Lien Policy, Overnight Payments, FHA & VA Disclosure, Obligation of Owners to provide Secondary address, Escrow Cost Disclosure
- Architectural Approval Requirements
- Alternative Dispute Resolution Summary
- Internal Dispute Resolution

## COLLEGE GREENS EAST HOMEOWNERS ASSOCIATION

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Date: November 20, 2019

RE: 2020 Budget Dear Homeowner(s):

Enclosed are the College Greens East Association's approved 2020 Budget, Replacement Reserve Disclosures, Summary Insurance Disclosure, Assessment Collection Policy, Notice of Assessments and Foreclosure, and other Annual Disclosures. The Association is required to provide these documents to you according to Civil Codes §1363, §1365, and §1367. These documents, along with our Association's 2019 Year-End Financial Statement (to be sent early next year), represent our Association's compliance with California's Financial Disclosure Law for Common Interest Developments.

Once you have reviewed the information, please file it with your other important Association documents. If you sell your home in the coming year, these documents must be provided to the buyer.

Upon reviewing the 2020 Budget, you will note the adopted budget calls for no dues increase. Therefore, the annual assessment will be \$174.00 per year beginning on January 1, 2020.

We wish to remind you that the annual assessment is due on the first of January and delinquent if not received by the fifteenth of the month. Your check or money order should be made payable to College Greens East Association and mailed with your annual assessment statement in the return envelopes provided to you.

If you have questions concerning the budget, please contact our Association Manager, Barbara Lemaster at 565-8080, ext. 128 at AMC. She will be glad to assist you.

Sincerely,  
Board of Directors

# ANNUAL OPERATING BUDGET

ASSOCIATION:  
FOR FISCAL YEAR:

COLLEGE GREENS EAST HOMEOWNERS ASSOCIATION  
2020

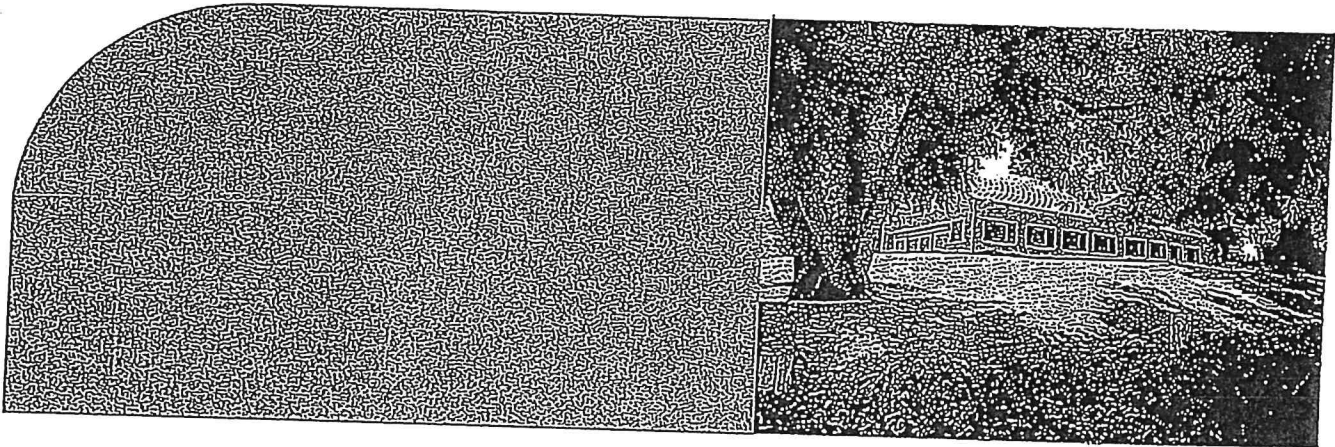
	ANNUAL	MONTHLY	PER UNIT
<b>INCOME</b>			
Annual Assessments	\$ 80,736.00	\$ 6,728.00	\$ 174.00
Late Charges	\$ 1,600.00	\$ 133.33	\$ 3.45
Interest	\$ 50.00	\$ 4.17	\$ 0.11
Reserve Interest	\$ 50.00	\$ 4.17	\$ 0.11
Prior Period Excess Income	\$ 622.00	\$ 51.83	\$ 1.34
Barn Cleaning Fee	\$ 9,875.00	\$ 822.92	\$ 21.28
Barn/Park Rentals	\$ 62,000.00	\$ 5,166.67	\$ 133.62
Forfeited Security Deposits - Cleaning Damage	\$ 1,000.00	\$ 83.33	\$ 2.16
Forfeited Security Deposits	\$ 3,500.00	\$ 291.67	\$ 7.54
<b>TOTAL INCOME</b>	<b>\$ 159,433.00</b>	<b>\$ 13,286.08</b>	<b>\$ 343.61</b>
<b>EXPENSES</b>			
<b>ADMINISTRATION</b>			
Management Fee	\$ 27,540.00	\$ 2,295.00	\$ 59.35
Insurance	\$ 9,000.00	\$ 750.00	\$ 19.40
Misc. Office Expense	\$ 1,000.00	\$ 83.33	\$ 2.16
Management Extra	\$ 2,700.00	\$ 225.00	\$ 5.82
Review/Tax Preparation	\$ 1,750.00	\$ 145.83	\$ 3.77
State & Federal Taxes	\$ 1,500.00	\$ 125.00	\$ 3.23
Legal	\$ 7,000.00	\$ 583.33	\$ 15.09
Reserve Study Update	\$ 300.00	\$ 25.00	\$ 0.65
Misc Taxes/Licenses/Permits	\$ 50.00	\$ 4.17	\$ 0.11
Property Tax	\$ 25.00	\$ 2.08	\$ 0.05
Website/HOA	\$ 1,055.00	\$ 87.92	\$ 2.27
Website/Barn	\$ 3,000.00	\$ 250.00	\$ 6.47
Annual Meeting Expense	\$ 750.00	\$ 62.50	\$ 1.62
Collections/Late Fees	\$ 1,000.00	\$ 83.33	\$ 2.16
Postage	\$ 4,000.00	\$ 333.33	\$ 8.62
Copies & Printing	\$ 3,230.00	\$ 269.17	\$ 6.96
Bad Debts	\$ 1,500.00	\$ 125.00	\$ 3.23
Social Service/Recreation	\$ 1,125.00	\$ 93.75	\$ 2.42
Barn/Park Manager Salaries	\$ 22,500.00	\$ 1,875.00	\$ 48.49
Bonus/Commission	\$ 3,500.00	\$ 291.67	\$ 7.54
<b>TOTAL ADMINISTRATION</b>	<b>\$ 92,525.00</b>	<b>\$ 7,710.42</b>	<b>\$ 199.41</b>
<b>FACILITIES</b>			
General Repair/Maintenance	\$ 2,510.00	\$ 209.17	\$ 5.41
Pest Control	\$ 510.00	\$ 42.50	\$ 1.10
Facilities-Fire Ext. & Safety	\$ 70.00	\$ 5.83	\$ 0.15
Barn Maintenance	\$ 400.00	\$ 33.33	\$ 0.86
Janitorial Maintenance	\$ 6,000.00	\$ 500.00	\$ 12.93
Barn Janitorial Supplies	\$ 1,500.00	\$ 125.00	\$ 3.23
Facilities - HVAC Repair	\$ 697.00	\$ 58.08	\$ 1.50
Rental Business Repair/Maint	\$ 500.00	\$ 41.67	\$ 1.08
<b>TOTAL FACILITIES</b>	<b>\$ 12,187.00</b>	<b>\$ 1,015.58</b>	<b>\$ 26.27</b>

	ANNUAL	MONTHLY	PER UNIT
<b>LANDSCAPING</b>			
Landscape Contract	\$ 14,700.00	\$ 1,225.00	\$ 31.68
Backflow	\$ 50.00	\$ 4.17	\$ 0.11
Tree Maintenance	\$ 8,000.00	\$ 666.67	\$ 17.24
Irrigation Repair	\$ 1,500.00	\$ 125.00	\$ 3.23
<b>TOTAL LANDSCAPING</b>	<b>\$ 24,250.00</b>	<b>\$ 2,020.83</b>	<b>\$ 52.26</b>
<b>UTILITIES</b>			
Barn Electricity	\$ 2,700.00	\$ 225.00	\$ 5.82
Park Electricity	\$ 700.00	\$ 58.33	\$ 1.51
Water	\$ 8,150.00	\$ 679.17	\$ 17.56
Barn Sewer	\$ 682.00	\$ 56.83	\$ 1.47
Park Drainage	\$ 320.00	\$ 26.67	\$ 0.69
Telecommunications	\$ 800.00	\$ 66.67	\$ 1.72
<b>TOTAL UTILITIES</b>	<b>\$ 13,352.00</b>	<b>\$ 1,112.67</b>	<b>\$ 28.78</b>
<b>TOTAL OPERATING EXP.</b>	<b>\$ 142,314.00</b>	<b>\$ 11,859.50</b>	<b>\$ 306.71</b>
<b>RESERVES</b>			
Reserve Contribution	\$ 17,069.00	\$ 1,422.42	\$ 36.79
Reserve Interest	\$ 50.00	\$ 4.17	\$ 0.11
<b>TOTAL RESERVES</b>	<b>\$ 17,119.00</b>	<b>\$ 1,426.58</b>	<b>\$ 36.89</b>
<b>TOTAL OPERATING &amp; RESERVE EXPENSES</b>	<b>\$ 159,433.00</b>	<b>\$ 13,286.08</b>	<b>\$ 343.61</b>
<b>MONTHLY ASSESSMENT:</b>	<b>\$ 174.00</b>		



**Browning**  
RESERVE GROUP

*Clarity from Complexity*



**RESERVE STUDY**  
Member Distribution Materials

**College Greens East HOA**

*Update w/ Site Visit Review*

Second Draft

Published - November 14, 2016

Prepared for the 2017 Fiscal Year

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Professionally managed by  
Association Management Concepts,  
Inc.  
(916) 565-8080

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www.BrowningRG.com

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November 14, 2016

This is a summary of the Reserve Study that has been performed for College Greens East HOA, (the "Association"). This study was conducted in compliance with California *Civil Code Sections 5300, 5550 and 5560* and is being provided to you, as a member of the Association, as required under these statutes. A full copy is available (through the Association) for review by members of the Association.

The intention of the Reserve Study is to forecast the Association's ability to repair or replace major components as they wear out in future years. This is done utilizing the "Cash Flow Method." This is a method of developing a reserve funding plan where the contributions to the reserve fund are designed to offset the variable annual expenditures from the reserve fund.

Browning Reserve Group prepared this Update w/ Site Visit Review for the January 1, 2017 - December 31, 2017 fiscal year.

College Greens East HOA is a Planned Development with a total of 464 Lots.

The Reserve Study is not an engineering report, and no destructive testing was performed. The costs outlined in the study are for budgetary and planning purposes only, and actual bid costs would depend upon the defined scope of work at the time repairs are made. Also, any latent defects are excluded from this report.

### **Funding Assessment**

Based on the 30 year cash flow projection, the Association's reserves appear adequately funded as the reserve fund ending balances remain positive throughout the replacement of all major components during the next 30 years.

California statute imposes no reserve funding level requirements nor does it address funding level adequacy, and although one or more of the reserve fund percentages expressed in this report may be less than one hundred percent, those percentages do not necessarily indicate that the Association's reserves are inadequately funded.

College Greens East HOA  
California Member Summary  
Second Draft  
Prepared for the 2017 Fiscal Year

<i>Reserve Component</i>	<i>Current Replacement Cost</i>	<i>Useful Life</i>	<i>Remaining Life</i>	<i>2016 Fully Funded Balance</i>	<i>2017 Fully Funded Balance</i>	<i>2017 Line Item Contribution based on Cash Flow Method</i>
<b>01000 - Paving</b>	1,400	5-5	1-1	1,120	1,435	243
<b>02000 - Concrete</b>	5,308	5-8	4-8	789	1,312	770
<b>03000 - Painting: Exterior</b>	11,878	2-10	1-8	6,230	7,911	1,385
<b>03500 - Painting: Interior</b>	4,293	10-10	10-10	390	440	423
<b>04000 - Structural Repairs</b>	37,712	1-10	0-9	34,909	3,277	525
<b>05000 - Roofing</b>	36,119	25-30	1-14	19,560	21,287	1,435
<b>08000 - Rehab</b>	32,328	20-25	19-24	1,550	3,177	2,143
<b>18000 - Landscaping</b>	7,157	4-10	0-1	6,868	3,670	830
<b>19000 - Fencing</b>	20,151	18-30	1-8	17,789	19,176	829
<b>19500 - Retaining Wall</b>	4,600	20-20	14-14	1,380	1,650	275
<b>20000 - Lighting</b>	1,077	5-5	4-4	215	442	201
<b>21000 - Signage</b>	2,289	3-15	1-3	1,805	2,061	185
<b>23000 - Mechanical Equipment</b>	17,330	2-15	1-14	2,853	5,848	2,766
<b>24000 - Furnishings</b>	5,700	5-5	1-1	4,560	5,843	988
<b>24600 - Safety / Access</b>	1,140	10-10	1-1	1,026	1,168	99
<b>26000 - Outdoor Equipment</b>	43,130	15-18	1-16	17,749	20,653	2,643
<b>27000 - Appliances</b>	2,897	10-12	1-1	2,636	2,969	226
<b>29000 - Infrastructure</b>	9,600	10-10	2-2	7,680	8,856	853
Totals	\$244,109			\$129,107	\$111,175	\$16,817
Estimated Ending Balance				\$112,324	\$108,433	\$3.02
Percent Funded				87.0%	97.5%	/Lot/month @ 464



College Greens East HOA

## California Assessment and Reserve Funding Disclosure For the Fiscal Year Ending 2017

Second Draft

November 14, 2016

(1) The regular assessment per ownership interest is \$174<sup>00</sup> per year for the fiscal year beginning January 1, 2020

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page \_\_\_ of the attached summary.*

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date assessment will be due:	Amount per ownership interest per month or year (if assessments are variable, see note immediately below):	Purpose of the assessment:
N/A	\$0.00	N/A
Total:	\$0.00	

*Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page \_\_\_ of the attached report.*

(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  No

*This disclosure has been prepared by Browning Reserve Group and has been reviewed and approved by the association's board of directors based upon the best information available to the association at the time of its preparation. The accuracy of this information over the next 30 years will be dependent upon circumstances which are impossible to predict with specificity, and will require future action to adjust assessments over the period in accordance with the current projections and future developments.*

(4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members

Approximate date assessment will be due:	Amount per ownership interest per month or year:
N/A	N/A

(5) All major components are included in the reserve study and are included in its calculations. See next page §5300(b)(4), for any major component exclusions.

(6) Based on the method of calculation in paragraph (4) of the subdivision (b) of section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$129,107, based in whole or in part on the last reserve study or update prepared by Browning Reserve Group as of November, 2016. The projected reserve fund cash balance at the end of the current fiscal year is \$112,324 resulting in reserves being 87% percent funded at this date. Civil code section 5570 does not require the board to fund reserves in accordance with this calculation.

*An alternate and generally accepted method of calculation has been utilized to determine future reserve contribution amounts. The reserve contribution for the next fiscal year has been determined using the Cash Flow method of calculation (see section III, Reserve Fund Balance Forecast). This is a method of developing a reserve funding plan where the contributions to the reserve fund are designated to offset the variable annual expenditures from the reserve fund. Different reserve funding plans are tested against the anticipated schedule of reserve expenses until the desired funding goal is achieved.*



(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 presented in column (b) 'Fully Funded Balance' in the table immediately 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 presented in column (c) 'Reserve Ending Balance'; leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

Fiscal Year (a)	Fully Funded Balance (b)	Reserve Ending Balance (c)	Percent Funded (d)
2017	\$111,175	\$108,433	97.5%
2018	\$105,332	\$105,224	99.9%
2019	\$100,257	\$107,196	106.9%
2020	\$100,515	\$120,699	120.1%
2021	\$112,540	\$141,216	125.5%

If the reserve funding plan approved by the association is implemented, the projected fund cash balance in each of those years will be the amounts presented in column (c) 'Reserve Ending Balance' in the table immediately above, leaving the reserve at percent funding as presented in column (d) 'Percent Funded' in each of the respective years.

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, 2.50% per year was the assumed long-term inflation rate, and 2.50% per year was the assumed long-term interest rate.

#### Additional Disclosures

§5565(d) The current deficiency in reserve funding as of December 31, 2017 is \$6 per ownership interest (average).

*This is calculated as the current estimate of the amount of cash reserves necessary as of the end of the fiscal year for which the study is prepared, less, the amount of accumulated cash reserves actually (Projected to be) set aside to repair, replace, restore, or maintain the major components.*

$$\text{Deficiency} = \frac{\text{2017 Fully Funded Balance} - \text{2017 Reserve Ending Balance}}{\text{Ownership Interest Quantity}}$$

§5300(b)(4) The current board of directors of the association has not deferred or determined to not undertake repairs or replacements over the next 30 years.

Major Component:	Justification for Deferral:
N/A	N/A

§5300(b)(5) The board of directors as of the date of the study does not anticipate the levy of a special assessment for the repair, replacement, or restoration of the major components.



Section III  
College Greens East HOA  
30 Year Reserve Funding Plan Cash Flow Method  
Second Draft  
Prepared for the 2017 Fiscal Year

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Beginning Balance	129,044	112,324	108,433	105,224	107,196	120,699	141,216	141,160	162,465	173,929
Inflated Expenditures @ 2.5%	36,517	23,433	22,916	17,975	6,896	566	21,659	832	11,354	8,458
Reserve Contribution	16,817	16,817	17,069	17,325	17,585	17,849	18,117	18,389	18,665	18,945
Lots/month @ 464	3.02	3.02	3.07	3.11	3.16	3.21	3.25	3.30	3.35	3.40
Percentage Increase		0.0%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 2.50%	2,980	2,725	2,638	2,622	2,814	3,234	3,486	3,748	4,153	4,479
Ending Balance	112,324	108,433	105,224	107,196	120,699	141,216	141,160	162,465	173,929	188,895

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Beginning Balance	188,895	203,971	211,262	186,434	188,071	131,387	154,912	157,947	182,733	201,257
Inflated Expenditures @ 2.5%	9,004	17,352	49,548	23,094	81,037	724	21,854	761	7,877	57,227
Reserve Contribution	19,229	19,517	19,810	20,107	20,409	20,715	21,026	21,341	21,661	21,986
Lots/month @ 464	3.45	3.51	3.56	3.61	3.67	3.72	3.78	3.83	3.89	3.95
Percentage Increase		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 2.50%	4,850	5,126	4,910	4,624	3,944	3,535	3,862	4,206	4,741	4,591
Ending Balance	203,971	211,262	186,434	188,071	131,387	154,912	157,947	182,733	201,257	170,607

	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Beginning Balance	170,607	177,995	178,207	188,859	196,037	174,785	198,917	210,575	239,931	261,516
Inflated Expenditures @ 2.5%	19,232	26,836	16,871	20,909	49,516	4,522	17,800	974	9,745	40,463
Reserve Contribution	22,316	22,651	22,991	23,336	23,686	24,041	24,402	24,768	25,140	25,517
Lots/month @ 464	4.01	4.07	4.13	4.19	4.25	4.32	4.38	4.45	4.52	4.58
Percentage Increase		1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%	1.5%
Special Assessments / Other	0	0	0	0	0	0	0	0	0	0
Interest Pre Tax @ 2.50%	4,304	4,398	4,532	4,752	4,578	4,614	5,055	5,562	6,191	6,351
Ending Balance	177,995	178,207	188,859	196,037	174,785	198,917	210,575	239,931	261,516	252,921

# Annual Insurance Disclosure 2018-19

In accordance with the requirements set forth under California Civil Code 5300 (b)(9), associations must provide the following insurance summary annually. This disclosure will list the insurance your association carries through our agency.

## College Greens East Homeowners Association, INC

*Effective: December 10, 2018 to 2019*

- ***Building/Property Insurance Coverage***

Insurer: Farmers Insurance Group of Companies  
Policy Limits: \$1,054,900. / Deductible: \$1,000.

- ***General Liability Insurance Coverage***

Insurer: Farmers Insurance Group of Companies  
Policy Limits: \$1,000,000. Occurrence / Aggregate: \$2,000,000.

- ***Crime/Employee Dishonesty/Fidelity Bond Coverage***

Insurer: Farmers Insurance Group of Companies  
Policy Limits: \$250,000. / Deductible: \$1,000.

- ***Directors and Officers Coverage: \$1,000,000. / Deductible: \$1,000.***
- ***Excess Liability/Umbrella Coverage: \$2,000,000. / SIR: \$10,000.***
- ***Workers Compensation Coverage: \$1,000,000. / \$1,000,000. / \$1,000,000.***
- ***Flood Insurance Coverage: Clubhouse: N/A Residential: N/A***
- ***Earthquake/DIC Coverage: N/A***



**R U S S O**

GET TO KNOW US - BEFORE YOU NEED US  
— INSURANCE AND FINANCIAL SERVICES —

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

## ANNUAL POLICY STATEMENT

In accordance with the 2014 Davis-Stirling Act, Civil Code §5310, your Association is required to distribute this Annual Policy Statement to provide members with information about its policies. Each of the disclosures included below are a part of this Annual Policy Statement and together with the other documents included with this mailing satisfy the disclosure requirements under Civil Code §5310. Please refer to the Davis-Stirling Act for full text of cited Civil Codes.

### **Civil Code §4035 – Delivery to Association.**

Should a document be required to be delivered to the association, the document shall be delivered to the person designated to receive documents on behalf of the Association and addressed as follows:

College Greens East  
c/o Barbara Lemaster of AMC, Inc.  
1401 El Camino Avenue, Suite #200  
Sacramento, CA 95815

Documents delivered pursuant to this section may be delivered by any of the following methods:

- 1) By email, facsimile, or other electronic means, if the association has assented to that method of delivery.
- 2) By personal delivery, if the association has assented to that method of delivery. If the association accepts a document by personal delivery it shall provide a written receipt acknowledging delivery of the document.
- 3) By first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service center.

### **Civil Code § 4040 (b) – Individual Notice.**

Old: Civ. Code §1365.1 (c)/ §1367.1(k).

Members of a Homeowners Association may submit a request to have notices sent to up to two different specified addresses pursuant to this Code which reads:

- b) Upon receipt of a request by a member, pursuant to Section 5260, identifying a secondary address for delivery of notices of the following types, the association shall deliver an additional copy of those notices to the secondary address identified in the request:
  - 1) The documents to be delivered to the member pursuant to Article 7 (commencing with Section 5300) of Chapter 6.
  - 2) The documents to be delivered to the member pursuant to Article 2 (commencing with Section 5650) of Chapter 8, and Section 5710.

### **Civil Code § 4045 (a) – General Notice.**

Old Civil Code §1350.7

The purpose of this disclosure is to inform members of the location that has been designated for posting of a general notice from the association to its membership. Civil Code language:

- (a) If a provision of this act requires “general delivery” or “general notice,” the document shall be provided by one or more of the following methods:
- 3) Posting the printed document in a prominent location that is accessible to all members, if the location has been designated for the posting of general notices by the association in the annual policy statement, prepared pursuant to Section 5310.

The location for posting notices and information for the membership for this association is:  
Website; [www.cgehoa.org](http://www.cgehoa.org)  
Monument sign at Crawford’s Barn

### **Civil Code § 4045 (b) – General Notice**

Old Civil Code §1350.7

Owners have the option to receive general notices by individual delivery. The text of the Civil Code reads as follows:

- (b) Notwithstanding subdivision (a), if a member requests to receive general notices by individual delivery, all general notices to that member, given under this section, shall be delivered pursuant to Section 4040. The option provided in this subdivision shall be described in the Annual Policy statement, prepared pursuant to Section 5310.

### **Civil Code § 4950 (a) – Minutes**

Old Civil Code §1363.05(d)

At the time the association distributes its annual budget to the members, or at the time of any general mailing to the entire membership of the association that is between 30 and 90 days prior to the end of the association’s fiscal year, the board must advise members, of their right to obtain copies of the minutes of the director's meetings and how and where those minutes can be obtained. If you would like to request a copy of the minutes you may contact your association management company: AMC, Inc. at 1401 El Camino Avenue, Suite #200, Sacramento, CA, 95815 or you may call (916) 565-8080. The text of the Civil Code reads as follows:

- (a) The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any board meeting, 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 upon request and upon reimbursement of the association’s costs for making that distribution.

### **Civil Code §5730 – Annual Statement of Collection Procedure**

Old: Civ. Code §1365.1

- (a) The annual policy statement, prepared pursuant to **Section 5310**, shall include the following notice, in at least 12-point type:

#### **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.

#### NOTICE OF 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 and 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 area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## PAYMENTS

Any payments made by the owner of a separate interest toward a debt described in subdivision (a) of **Section 5650** shall first be applied to the assessments owed, and, only after the assessments owed are paid in full shall the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest.

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it.

The association must inform owners of a mailing address for overnight payments (**Section 5655** of the Civil Code). The address for overnight payments for the association is:

College Greens East  
c/o AMC, Inc.  
1401 El Camino Avenue, Suite #200  
Sacramento, CA 95815

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with **Section 5900**) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with **Section 5925**) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (**Section 5685** of the Civil Code)

## MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (**Section 5665** of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (**Section 5665** of the Civil Code)

## GENERAL INFORMATION

1. All regular assessments shall be due and payable on the first day of each month. All special assessments shall be due and payable on the date(s) specified by the Board upon their adoption. Unless otherwise provided for, Assessments shall be delinquent on the

15th day after they become due, if not actually received prior to such date. A twenty-five dollar (\$25.00) service fee will be charged on all checks returned by the bank.

2. If any assessment is not received, in full, prior to the delinquency date, a late charge of ten percent (10%), of the assessment amount shall be due, and the Association may then commence enforcement action. In such event, the Association may recover from the delinquent owner any reasonable collection costs, including attorneys' fees, that the Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together with all delinquent assessments, late charges, interest or other charges due, to cure the delinquency.
3. If any assessment payment is due and unpaid for more than 30 days, interest may be imposed on all sums due, including the delinquent assessments, collection costs (including attorneys' fees), and late charges, at the rate of 12% per annum.
4. Should the Association find necessary to retain counsel to handle an assessment delinquency for the Association, communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien until any such delinquency is fully satisfied.

#### **Civil Code §4041 – Notice To Owners; Obligation of Owners to Provide Secondary Address**

##### **Effective January 1, 2017 – Senate Bill 918 - Explanation**

On September 28, 2016 Governor Brown signed and approved Senate Bill 918 which became part of the Davis-Stirling Common Interest Development Act, specifically Civil Code §4041. The new law addresses an important issue for community associations and where important notices should be sent. Section §4041 requires owners, on an annual basis, to provide the association with written notice of all the following:

- (1) The address or addresses to which notices from the association are to be delivered.
- (2) An alternate or secondary address to which notices from the association are to be delivered.
- (3) The name and address of his or her legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest.
- (4) Whether the separate interest is owner-occupied, is rented out, if the parcel is developed but vacant, or if the parcel is undeveloped land.

If an owner fails to make these disclosures, the onsite property address is deemed to be the proper mailing address. While most CC&Rs contain a similar type of provision, §4041 imposes this obligation whether the association's governing documents address it or not. In the new statute, the association must solicit the annual disclosure to the membership and must update the association's records at least 30 days prior to making the association's annual disclosure in accordance with Civil Code §5300.

***Please complete and return the following form to comply  
with this new requirement for all HOA Owners***



Name of Association: College Greens East

Return by e-mail to: BarbL@assocmc.com

Return by mail to: 1401 El Camino Avenue, Suite #200, Sacramento, CA 95815

Return by fax to: 916 565-8070

***All HOA Owners must return this form to comply with Senate Bill 918 which went into effect on 01/01/2017. This requirement is California State Law and supersedes your association's CC&R's.***

**Civil Code §4041 – Notice To Owners; Obligation of Owners to Provide Secondary Address**

- (a) An owner of a separate interest shall, on an annual basis, provide written notice to the association of all of the following:
  - (1) The address or addresses to which notices from the association are to be delivered.
  - (2) An alternate or secondary address to which notices from the association are to be delivered.
  - (3) The name and address of his or her legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest.
  - (4) Whether the separate interest is owner-occupied, is rented out, if the parcel is developed but vacant, or if the parcel is undeveloped land.
- (b) The association shall solicit these annual notices of each owner and, at least 30 days prior to making its own required disclosure under Section 5300, shall enter the data into its books and records.
- (c) If an owner fails to provide the notices set forth in paragraphs (1) and (2) of subdivision (a), the property address shall be deemed to be the address to which notices are to be delivered.

**Please Complete:**

Name(s) of Owner(s): \_\_\_\_\_

Address(es) to deliver Notices: \_\_\_\_\_  
\_\_\_\_\_

Alternate or secondary address to deliver Notices (if none write in N/A):  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of your legal representative, if any, including any person with power of attorney or someone who can be contacted in the event of your extended absence from the HOA:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Circle One: Is the property owner-occupied, rented out, developed but vacant, undeveloped land. Other if none of the above apply: \_\_\_\_\_

### FHA Disclosure

Name of Association: College Green East  
This Disclosure is dated November 10, 2019

“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 is not (circle one)] a condominium project.

The association of this common interest development [is is not (circle one)] certified by the Federal Housing Administration.”

## VA Certification

Name of Association: : College Green East  
This Disclosure is dated November 10, 2019

“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~~ is not (circle one)] a condominium project. The association of this common interest development [~~is~~ is not (circle one)] certified by the federal Department of Veterans Affairs.”

## **ARCHITECTURAL CONTROL COMMITTEE GUIDANCE DOCUMENT**

Below are relevant sections from the College Greens East Homeowners Association governing documents that speak to the establishment of and duties of the Architectural Control Committee. As you prepare for changes to your property, please refer to these as they explain what you are required to do as well as the consequences for failing to do so. Changes include, but are not limited to, such things as changing paint colors, building a new fence, reroofing (in particular if solar panels are added), a new addition or other structural changes, new windows, etc. The governing documents may also be found at [www.cgehoa.org](http://www.cgehoa.org) and will also include additional information and definitions. Any questions should be directed to the CGEHOA management company, AMC. They may be contacted at (916) 565-8080 or (800) 464-4446.

**Article 4 of Articles of Incorporation of College Greens East Homeowners Association, Inc.**, states in relevant part:

"...[T]he specific primary purpose for which it [College Greens East Homeowners Association, Inc.] is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Areas as set forth in that certain Declaration of Covenants, Conditions and Restrictions applicable to the property and recorded or to be recorded in the office of the Sacramento County Recorder, within those certain tracts of property commonly known as College Greens East Subdivision..."

**Article V of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) (Architectural Control)** states in relevant part:

"(a) Except as provided in subparagraph (b), no building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association acting as an architectural control committee, or by an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with."

Article VII Sect. 1(a)(11) of **CC&Rs** states in relevant part:

“No basketball standard or fixed sports apparatus shall be placed, installed or constructed on any Lot except upon the written consent of the Architectural Control Committee.”

Article VIII, Section 2 (h), of the **By-Laws of College Greens East Homeowners Association, Inc.**, (By-Laws) states in relevant part:

“Section 2. Duties. It shall be the duty of the Board of Directors to: (h) to function as, or from time to time to appoint, an architectural control committee. If a committee is appointed, it shall consist of at least three persons.”

Article X of the **By-laws** states in relevant part:

“The Board of Directors may appoint an Architectural Control Committee, as provided in the Declaration for this Association.”

## MODIFICATION OF RESIDENCE EXTERIOR AND GROUNDS

- 1 Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Development, acknowledges that the Association has a substantial interest in ensuring that the improvements within the Community help to enhance the overall appearance of the Development and does not impair other Owner's ability to market, sell or lease their property. Therefore, each Owner before commencing any, construction, installation, modification, or alteration of buildings, outdoor structures, fences, awnings, outdoor lighting and all other exterior Improvements (visible from the street or neighboring property) must first obtain approval of the Architectural Control Committee.
- 2 No erected fence or wall may be removed, extended, altered or no new fence built without prior written consent of the Architectural Control Committee and retained for transfer to new owner.
- 3 No structure, awning, hot tub, decking, etc., visible from street or neighboring property, may be erected on a Lot without prior written consent of the Architectural Control Committee.
- 4 Please note no material modifications, alteration, relocation or additions shall be made to plans and specifications approved by the Architectural Control Committee without a separate review and approval of the proposal by the Architectural Control Committee.
- 5 Review and approval by the Architectural Control Committee of an improvement shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the respective Owner and must be obtained prior to work commencing.
- 6 Except as may be authorized by the Board, no person or entity other than the Association or its duly-authorized agents (i) shall construct, reconstruct, refinish, alter, or maintain any Improvement upon the Common Area, (ii) shall make or create any excavation or fill upon the Common Area, (iii) shall change the

natural or existing drainage of the Common Area, or (iv) shall plant, remove, or destroy any seed, plant material, tree, shrub or other vegetation upon the Common Area. *[Note: The 'Common Area' refers to Crawford's Park and Barn.]*

7 Existing structures, awnings, hot tubs, decks, etc., which an owner can show were installed prior to (1) one year ago shall be Grandfathered in as accepted by the Association. In kind repair of grandfathered structures, awnings, hot tubs, decks, etc. shall be allowed.

#### SATELLITE DISHES, ANTENNAS AND SIMILAR DEVICES

1 No electrical device of any kind or type or nature shall be allowed to operate from or within any Lot or any portion of the common area that produces interference with another Resident's radio or television reception.

2 Per Civil Code 4725 require that owners must give association notice of the intended installation of; Outside television antenna, aerial, satellite dishes or similar devices for the transmission or reception of television, radio, satellite, or other signals. Equipment furnished and installed by a licensed installer is allowed with written notification to the Architectural Control Committee.

3 Solar heating devices or *[solar]* panels of any kind shall be allowed when first approved in writing by the Architectural Committee. No outdoor shades, awnings, ventilators, fans or air conditioning devices shall be installed on or about the Lot without prior written consent of the Architectural Committee. Replacement and maintenance of existing grandfathered equipment shall be allowed.

# COLLEGE GREENS EAST HOMEOWNERS ASSOCIATION

c/o AMC, 1401 El Camino Avenue, Suite #200, Sacramento, CA 95815-2746  
Phone: (916) 565-8080 or (800) 464-4446, Fax: (916) 565-8070

CONTROL# \_\_\_\_\_

ACCOUNT# \_\_\_\_\_

## ARCHITECTURAL CONTROL REQUEST FORM

In order to protect each individual homeowner's property values and privacy, it is required for any homeowner or group of owners planning improvements or changes to their deed property(ies) to submit a request for Architectural Control Committee ("ACC") approval. This request is reviewed by the ACC to ensure compliance with the Covenants, Conditions, and Restrictions, and Rules and Regulations. If any change is made that has not been approved, the ACC has the right to ask the homeowner to remove the improvements and/or change from the property at the owner's expense.

### PLEASE COMPLETE THE ENTIRE FORM

OWNERS NAME \_\_\_\_\_

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

PROPERTY ADDRESS \_\_\_\_\_

WORK PHONE \_\_\_\_\_

MAILING ADDRESS (if different from above) \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

CGEHOA will not be held responsible for ensuring compliance with restrictions regarding utility easements, building setbacks or codes, or other restrictions imposed by other local or state governing bodies or companies.

1. Brief description of change or improvement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: Please attach plans for any new building additions, fencing, basketball standards, etc., including drawing showing location in relation to home, dimensions, property lines, etc.

2. If work is to be done by someone other than the property owner, please complete:

Company \_\_\_\_\_ Phone \_\_\_\_\_

Contractor License Number \_\_\_\_\_

3. If a permit has been issued for this project: Permit Number \_\_\_\_\_

Issuing Agency \_\_\_\_\_

4. Please indicate the location(s) to be used for the change/improvement:

\_\_\_ Front of house \_\_\_ Back of house \_\_\_ Side of house \_\_\_ Roof \_\_\_ Patio \_\_\_ Garage/Garage door

\_\_\_ Other (please explain) \_\_\_\_\_  
\_\_\_\_\_



5. Please indicate the material(s) to be used for the change/improvement:
- \_\_\_ Paint – Brand/Color Main \_\_\_\_\_ Trim \_\_\_\_\_
- \_\_\_ Stain – Brand/Color \_\_\_\_\_
- \_\_\_ Siding – Type/Color \_\_\_\_\_
- \_\_\_ Fencing – Type/Height/Width \_\_\_\_\_
- \_\_\_ Lumber – Type \_\_\_\_\_
- \_\_\_ Other – Describe \_\_\_\_\_

Please attach a sample showing the color(s) to be used. THIS REQUEST WILL NOT BE REVIEWED WITHOUT THESE COLOR SAMPLES.

6. If painting will be done, please indicate location of painting (all wood/siding, just trim, etc.). A picture showing color locations would be helpful. Also, please consider painting roof vents an appropriate color: \_\_\_\_\_

7. Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_
- \_\_\_ Work has already been done: When: \_\_\_\_\_

I understand the ACC has up to thirty (30) days from the date of receipt of this request to review and make a decision. I agree not to begin any change/improvement until the ACC informs me of their approval.

\_\_\_\_\_  
(Homeowner's signature)

\_\_\_\_\_  
(Date)

PLEASE RETURN COMPLETED REQUESTS WITH ALL DOCUMENTATION TO:

**College Greens East Homeowner's Association,**  
**c/o AMC - Community Manager**  
**1401 El Camino Avenue, Suite #200**  
**Sacramento, CA 95815-2746**

**-OR Fax to-**  
**(916) 565-8070**  
**-OR eMail to-**  
**acc-request@cgehoa.org**

Any inquiries regarding the status of your request or how to complete this form should be directed to Barbara Lemaster at (916) 565-8080, ext. 128.

**ARCHITECTURAL CONTROL COMMITTEE USE ONLY:**

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVE/DISAPPROVE

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVE/DISAPPROVE

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVE/DISAPPROVE

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVE/DISAPPROVE

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVE/DISAPPROVE

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

**Alternative Dispute Resolution Civil Code §5935.**

[Old: Civ. Code §1369.530]

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

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed **rejected**.
- (4) If the party on whom the request is served is the member, 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.

**Internal Dispute Resolution Civil Code §5935**

[Old: Civ. Code §1363.850]

Meet & Confer. Associations must provide a "fair, **reasonable** and expeditious" procedure for resolving disputes between the association and its members without charging a fee to the member participating in the process. (Civ. Code §5910.) The process is referred to as "Internal Dispute Resolution" (IDR) or "Meet and Confer."

Default Procedure. If an association does not establish its own procedures, then the following procedures automatically apply (Civ. Code §5915):

- (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.

Written Agreement. A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and 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 to its designee or the agreement is ratified by the board.

No Fee. A member shall not be charged a fee to participate in the process.

## College Greens East Homeowners Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

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

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

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

Property Address: \_\_\_\_\_

Owner of Property: \_\_\_\_\_

Owner's Mailing Address: \_\_\_\_\_

*(if known or different from property address)*

Provider of the Section 4525 Items:

<u>Chris Brown</u>	<u>Vice President of Accounting Association Management Concepts, Inc.</u>	<u>10-12-2018</u>
Print Name	Position or Title	Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$15.00	
Bylaws	Section 4525(a)(1)	\$10.00	
Operating Rules	Section 4525(a)(1)	\$10.00	
Age Restrictions, if any	Section 4525(a)(2)		Refer to the Demand
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$15.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$15.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

## College Greens East Homeowners Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		Refer to the Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to the Demand
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$148.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$0.00	See Comments
<b>Total fees for these documents:</b>		<b>\$ \$223.00</b>	

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

Minutes of Regular Meetings of Board of Directors are available by request via email: [gretchen@assocmc.com](mailto:gretchen@assocmc.com)

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 agent to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Transfer Fees, 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 outlined within this form.