



Management Solutions

6200 Buena Vista Dr.
Newark, CA 94560
(510) 659-8969
(510) 656-4495 FAX

Lindale Homeowners' Association

2019 Budget Explanation

November 1, 2018

Dear Homeowner,

The attached documents are prepared and forwarded to you in compliance with California Civil Code.

These documents are also required by law to be given to you and to any prospective buyer should you decide to sell your home. It is important that they be kept for reference with the legal documents that were provided to you when you purchased your home.

Following is the summary information for you:

- I. A copy of the fiscal year budget, which has been approved by the Board of Directors.
- II. The total cash reserve is currently \$260,510.49 as of September 30, 2018
- III. The budget becomes effective January 1, 2019. The dues will remain \$292.50 and \$315.00.
- IV. The Association updated their reserves study in July 2018.
- V. The method for calculating reserve allocations requires obtaining estimates of the current cost of repair or replacement of major components. The replacement cost for each component is then divided by the estimate life of that component to obtain the annual reserve cost. Utilizing an expert opinion to estimate the number of years the component should last, attains the estimated life. For the years already used, the appropriate amount of reserves should be set aside, if not, then a deficit exists and the Board of Directors then sets a plan for correction. The annual reserve for each of the existing components is totaled to determine the total annual reserve amount necessary to be collected and set aside.
- VI. Attached is a copy of your Association's Delinquency / Collection Policy.
- VII. Please refer to the Civil Code Notices for 2019 for your rights and notices.

**Management Solutions looks forward to another great year with the
Lindale Homeowners Association**

		Previous Year-2018			Current Year-2019		
		Adopted Monthly Budget	Annual Budget	Per Month/ Per Unit	Adopted Monthly Budget	Annual Budget	Per Month/ Per Unit
4010	Dues	\$ 19,440.00	\$ 233,280.00	\$ 303.75	\$ 19,440.00	\$ 233,280.00	\$ 303.75
4130	Interest income Checking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4135	Interest Income Dues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4200	Misc Income (Incl violations)	\$ 250.00	\$ 3,000.00	\$ 3.91	\$ 250.00	\$ 3,000.00	\$ 3.91
4215	Late Charges/Interest	\$ 536.00	\$ 6,432.00	\$ 8.38	\$ 536.00	\$ 6,432.00	\$ 8.38
4000	Total Income	\$ 20,226.00	\$ 242,712.00	\$ 316.03	\$ 20,226.00	\$ 242,712.00	\$ 316.03
5020	Electricity	\$ 220.00	\$ 2,640.00	\$ 3.44	\$ 220.00	\$ 2,640.00	\$ 3.44
5040	Garbage	\$ 1,990.53	\$ 23,886.36	\$ 31.10	\$ 1,990.53	\$ 23,886.36	\$ 31.10
5070	Water	\$ 2,785.92	\$ 33,431.04	\$ 43.53	\$ 2,785.92	\$ 33,431.04	\$ 43.53
5000	Total Utilities	\$ 4,996.45	\$ 59,957.40	\$ 78.07	\$ 4,996.45	\$ 59,957.40	\$ 78.07
6010	Landscape Maintenance	\$ 1,536.72	\$ 18,440.64	\$ 24.01	\$ 1,536.72	\$ 18,440.64	\$ 24.01
6020	Landscape Irrigation	\$ 90.00	\$ 1,080.00	\$ 1.41	\$ 90.00	\$ 1,080.00	\$ 1.41
6030	Landscape Other	\$ 333.33	\$ 3,999.96	\$ 5.21	\$ 333.33	\$ 3,999.96	\$ 5.21
6000	Total Landscape	\$ 1,960.05	\$ 23,520.60	\$ 30.63	\$ 1,960.05	\$ 23,520.60	\$ 30.63
7045	Minor Repairs	\$ 1,724.50	\$ 20,694.00	\$ 26.95	\$ 1,724.50	\$ 20,694.00	\$ 26.95
7120	Pest Control	\$ 16.67	\$ 200.04	\$ 0.26	\$ 16.67	\$ 200.04	\$ 0.26
7150	Security Contract	\$ 800.00	\$ 9,600.00	\$ 12.50	\$ 800.00	\$ 9,600.00	\$ 12.50
7155	Security Phone	\$ 57.75	\$ 693.00	\$ 0.90	\$ 57.75	\$ 693.00	\$ 0.90
7000	Total Buildings & Grounds	\$ 2,598.92	\$ 31,187.04	\$ 40.61	\$ 2,598.92	\$ 31,187.04	\$ 40.61
8010	Management	\$ 1,150.00	\$ 13,800.00	\$ 17.97	\$ 1,150.00	\$ 13,800.00	\$ 17.97
8020	Fire Protection	\$ 250.00	\$ 3,000.00	\$ 3.91	\$ 250.00	\$ 3,000.00	\$ 3.91
8030	Collection-Professional	\$ 250.00	\$ 3,000.00	\$ 3.91	\$ 250.00	\$ 3,000.00	\$ 3.91
8040	Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8120	Supplies	\$ 291.67	\$ 3,500.04	\$ 4.56	\$ 291.67	\$ 3,500.04	\$ 4.56
8140	Bank Charges	\$ 16.67	\$ 200.04	\$ 0.26	\$ 16.67	\$ 200.04	\$ 0.26
8085	Insurance	\$ 1,262.42	\$ 15,149.04	\$ 19.73	\$ 1,262.42	\$ 15,149.04	\$ 19.73
8100	Misc. G&A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8180	Contingency	\$ 254.57	\$ 3,054.84	\$ 3.98	\$ 254.57	\$ 3,054.84	\$ 3.98
8000	Total General and Admin.	\$ 3,475.33	\$ 41,703.96	\$ 54.30	\$ 3,475.33	\$ 41,703.96	\$ 54.30
9001	Reserves	\$ 7,195.25	\$ 86,343.00	\$ 112.43	\$ 7,195.25	\$ 86,343.00	\$ 112.43

\$292.50 per month 32 units

\$315.00 per month 32 units

Average dues \$303.75

**LINDALE HOMEOWNERS ASSOCIATION
NOTICES FOR 2019**

**THE NAME AND ADDRESS OF FOR DELIVERY OF DOCUMENTS TO THE
ASSOCIATION
CIVIL CODE 4035**

Notices to the Association shall be delivered to Mr. Don Murphy, Manager, Management Solutions, Inc. 6200 Buena Vista Drive, Newark, CA 94560

**RIGHT TO SUBMIT SECONDARY ADDRESSES
FOR COLLECTION NOTICES
CIVIL CODE 4040**

Upon receipt of a written request, the Homeowners Association shall additional copies of notices to the secondary address stated in a member's written request.

**RIGHT TO NOTICE GENERAL NOTICE BY INDIVIDUAL DELIVERY
CIVIL CODE 4045**

Members may request to receive general notices from the Association by individual delivery.

**SUMMARY OF REQUIREMENTS FOR ASSOCIATION APPROVAL OF A
PHYSICAL CHANGE TO PROPERTY
CIVIL CODE 4765**

Prior to making any change to property, members of the association must submit a fully completed Architectural Application that must be approved by the Association. Applications may be obtained from Management Solutions, Inc. located at 6200 Buena Vista Drive, Newark, CA 94560.

**RIGHT TO MINUTES OF BOARD MEETING
CIVIL CODE 5240(b)**

Members of the Association have the right to have copies of the minutes of the meetings of the Board of Directors by sending a written request specifying the minutes they desire to the offices of Management Solutions, Inc. located at 6200 Buena Vista Drive, Newark, CA 94560.

**RIGHT TO ALTERNATIVE DISPUTE RESOLUTION
CIVIL CODE 5915**

The Association or member of the Association may not file a lawsuit in Superior Court unless the parties have tried to submit the dispute to Alternative Dispute Resolution pursuant to

Civil Code § 5915. However, this procedure only applies to an enforcement action that is solely for declaratory, injunctive or writ relief, or for that relief in conjunction with the claim of monetary damages not more than the jurisdictional limits stated in § 116.220 and § 116.221 of the Code of Civil Procedure. These provisions do not apply to a small claims action. Further, except as otherwise provided by law, this Alternative Dispute Resolution process does not apply to an assessment dispute.

The actual statutory procedures for Alternative Dispute Resolution follow.

**RIGHT TO INTERNAL DISPUTE RESOLUTION
CIVIL CODE 5915**

**CALIFORNIA CODES
CIVIL CODES
SECTION § 5915.**

(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(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.

**LINDALE HOMEOWNERS ASSOCIATION
ANNUAL STATEMENT OF COLLECTION PROCEDURE**

EFFECTIVE JANUARY 1, 2019

NOTICE ASSESSMENTS AND FORECLOSURE. This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE. Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with **Section 5700**) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (**Sections 5700 through 5720** of the Civil Code, inclusive)

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

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

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

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

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

PAYMENTS. When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (**Section 5655** of the Civil Code)

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

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

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

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

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

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DEBT OF OWNER; LATE CHARGES AND INTEREST. Regular or special assessments; late charges (10 percent of the delinquent assessment or \$10 whichever is greater); costs of collection; attorney's fees and interest (annual interest not to exceed 10% commencing 30 days after the due date), shall be a debt of the owner at the time the assessment or other sums are levied. Owners will be charged \$25 for returned checks.

PRIORITY OF ASSESSMENT PAYMENTS AND OVERNIGHT PAYMENT ADDRESS.

Payments shall first be applied to the assessments owed, and then shall be applied to costs of collection, attorney's fees, late charges, and interest. The mailing address for overnight payments is:

**Management Cost Control
8010 Wayland Lane, #2B
Gilroy, CA 95020**

If your account has been turned over to Fong Association Strategies Group/Fong & Fong, APC, for collection of delinquent assessments the address for overnight payment is:

**Fong Association Strategies Group/
Fong & Fong, APC
2161 Harbor Bay Parkway
Alameda, CA 94502**

Payments may also be made by telephone: (866) 729-5327, option 1 or online at www.FongASG.com

PRE-LIEN NOTICE. At least 30 days prior to recording a lien the association shall notify the owner by certified mail of the following: a description of the collection and lien enforcement procedures, the method of calculation, a statement that the owner has the right to inspect the association records and the notice shall include the mandatory language in **Section 5660** of the Civil Code statement.

PAYMENT PLAN. Owners may submit written requests to meet with the board to discuss payment plans and the association shall provide standards for payment plans if any exist. The board and the owner shall meet in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the notice. If there is no regularly scheduled board meeting within that period the board may designate a committee of one or more directors to meet with the owner. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Payment plans shall not impede an association's ability to record a lien on the owner's separate interest to secure payment of delinquent assessments. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments.

PRE-LIEN DISPUTE RESOLUTION. Prior to recording a lien an association shall offer the owner and if requested by the owner shall participate in dispute resolution pursuant to the association's "meet and confer" program as required by the Civil Code.

DECISION TO LIEN FOR DELINQUENT ASSESSMENTS. Liens shall be recorded at least 30 days after the pre-lien notification. The board, by a majority vote at an open meeting, has duly approved the timeframe for the recordation of delinquent assessment lien.

LIEN SIGNATURE DESIGNATION. The association designates Fong Association Strategies Group/Fong & Fong, APC to sign delinquent assessment liens on behalf of the association.

DELINQUENT ASSESSMENT LIEN. The amount of the assessment, collection costs including late charges, and attorney's fees shall be a lien on the owner's separate interest which shall state the amount of the assessment and other sums imposed, a legal description of the owner's separate interest, the name of the record owner, an itemized statement, the name and address of the trustee authorized by the association to enforce the lien by sale and be signed by the person designated as the signatory. A copy of the recorded notice of delinquent assessment shall be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the association's records, and the notice shall be mailed no later than 10 calendar days after recordation. Assessment liens shall be prior to all other liens recorded subsequent to the assessment lien, unless the declaration provides for the subordination of any other liens and encumbrances.

LIEN ENFORCEMENT GENERALLY. After the expiration of 30 days following the recording of the lien, it may be enforced in any manner permitted by law, including suit for money damages, judicial sale, non-judicial sale or acceptance of a deed in lieu of foreclosure.

DECISION TO FORECLOSE. Prior to initiating foreclosure, the association shall offer and if requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. The decision to initiate foreclosure shall be made by board approval by a majority vote in executive session. The vote shall be recorded in the minutes of the next meeting of the board open to all members. The confidentiality of the owner(s) shall be maintained by identifying the matter by assessor's parcel number. A board vote to approve foreclosure of a lien shall take place at least 30 days prior to any public sale. Notice to the owner shall be by personal service. If the property is not owner-occupied notice shall be by first class mail at the owner(s)' most current address in the Association's records, if the owner does not have a separate address the association may use the address of the owner's separate property at the association.

FORECLOSURE PROCEDURE. Trustee's sales shall be conducted in accordance with **Sections 2924, 2924b, and 2924c** of the Civil Code. The association shall serve a notice of default on the person named as the owner in the association's records or that person's designated legal representative (the owner may designate a legal representative in a writing that is mailed to the association in a manner that indicates that the association has received it).

RIGHT OF REDEMPTION. A nonjudicial foreclosure for delinquent assessments shall be subject to a 90 day right of redemption.

LIMITATION ON ASSIGNMENTS AND PLEDGES. An association may not voluntarily assign or pledge the association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the association. This provision does not restrict the right or ability of an association to assign any unpaid obligations of a former member to a third party for purposes of collection.

LINDALE HOMEOWNERS ASSOCIATION
CIVIL CODE § 5310 INSURANCE DISCLOSURE

Pursuant to **Civil Code Section 5310**, attached is a summary of the Association's policy of insurance declaration page:

“THIS SUMMARY OF THE ASSOCIATION’S POLICIES OF INSURANCE PROVIDES ONLY CERTAIN INFORMATION, AS REQUIRED BY § 5310(a)(7) 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.”

**LINDALE HOMEOWNERS ASSOCIATION
FINE SCHEDULE AND PROCEDURE FOR VIOLATIONS
OF THE GOVERNING DOCUMENTS**

Members of the association in violation of the Lindale Homeowners Association's governing documents [Declaration of Covenants, Conditions & Restrictions (CC&Rs), By Laws, Articles of Incorporation, Rules and Regulations] shall be subject to fines of up to \$ 500.00 per incident, or per day, depending upon the circumstances, and based upon the reasonable business judgment of the Board of Directors.

The first offense shall result in a written warning to the offending member. The warning shall specify the offending nature of the offensive conduct, date and time. It shall also advise the member of the proposed penalty if the violation reoccurs.

If the violation reoccurs the member is sent a (20 day) notice advising them that the Board is proposing to, for example, impose a fine of \$500.00, and the member has a right to appear at the next board meeting to present evidence as to why the penalty should not be imposed for this offense and any subsequent offense. The hearing is held and the board will then notify the member of its decision in writing within 5 days of the hearing.

If the fine is imposed it is added to the members assessment account. If the member refuses to pay the fine, it is turned over to the association's attorney for collection (there is an attorneys fee provision in our CC&Rs that would pass the cost of collection back on to the member who violated the governing documents) at the board's discretion. If violation(s) continue, the association reserves the right to other enforcement actions including but not limited to, injunctive or declarative relief from the Alameda County Superior Court.



Lindale Homeowners Association Request for Annual Notice of Address, Representative and Rental Status

Civil Code, Section 4041 requires each owner of a separate interest to provide written notice to the Association of all the following information annually. Please provide the information in the form below and return the completed form to the Association within 30 days. *If the requested information is not provided, the current address on file, if available, or the property address of the Owner's separate interest will be used for notices.*

Homeowner Name _____

Property Address _____

City _____ **State** _____ **Zip Code** _____

1. The address or addresses to which notices from the Association are to be delivered.

Name _____

Address _____

City _____ State _____ Zip Code _____

2. An alternate or secondary address to which notices from the Association are to be delivered, if primary address is unavailable. As a reminder, Owners are required to supply their tenants with Association notices.

Name _____

Address _____

City _____ State _____ Zip Code _____

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

Name _____

Address _____

City _____ State _____ Zip Code _____

Phone _____ Email _____

Does emergency contact have a key or other access to your unit in the event of an emergency, such as flooding? Yes No

4. Is the separate interest:

Owner-occupied Rented Vacant

Return form to:

Management Solutions
6200 Buena Vista Drive, Newark, CA 94560
(510) 659-8969, (510) 656-4495 FAX
managementsolutionshoa@gmail.com



Association Disclosure and Escrow Documents Order Form

Homeowner's Association:
Property Address:
Owner of Property:

Title Company:	Escrow Number:
Escrow Officer:	Phone Number:
Email:	Expected COE:

All documents will be emailed to Title within 7-10 business day (3-5 with Rush fee)

Check to Order	Documents	Civic Code Section	Fee	Please choose from list if documents are Directly Provided by Seller and confirmed in writing by Seller as a current document
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Required on all sales transactions

<input type="checkbox"/>	Demand to Escrow with HOA provided Certification form including Regular Assessment, Special Assessment, Emergency Assessment, Other unpaid obligations of seller and Approved changes to Assessments and Rental Restrictions	4525(a)(4) 5675 and 4525(a)(4) 5300 and 4525(a)(4),(8) 4525(a)(9)	\$150.00	Does not include Lender-specific questionnaire
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Association Documents
 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.

Articles of Incorporation	4525(a)(1)	\$25.00	
CC&Rs	4525(a)(1)	\$50.00	
Bylaws	4525(a)(1)	\$25.00	
Rules and Regulations	4525(a)(1)		
Age restrictions, if any	4525(a)(2)	n/c	not applicable
Pro Forma Operating Budget with Assessment Enforcement Policy	5300 and 4525(a)(3)	\$25.00	
Reserve Study with Assessment and Reserve Funding Disclosure Summary	5300 and 4525(a)(4)	\$25.00	
CPA Financial Statement Review with 12 months financials	5300 and 4525(a)(3)	\$25.00	
Insurance Summary (does not include mortgagee clause)	5300 and 4525(a)(3)	n/c	
Settlement Notice Regarding Common Area Defects	4525(a)(6), (7) and 6100	n/c	not applicable
Preliminary lists of defects	4525(a)(6), 6000 and 6100	n/c	not applicable
Notice(s) of violation	5855 and 4525(a)(5)	n/c	not applicable
Required statement of fees	4525	n/c	included
Minutes of regular meetings of the board of directors (12 months)	4525(a)(10)	\$25.00	
Complete package of all documents above, including demand. (\$50 discount)		\$300.00	

Additional fees			
	Rush Request (3-5 business days)		
		\$75.00	
	Estoppel inspection (Fee due on or before time of inspection)	\$200.00	Must be completed by seller before close of escrow. See demand for details.
	Lender-specific HOA Questionnaire	Call for price	

Total Fee included for these documents	\$	All Fees must be paid upfront. We do not accept credit cards.
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Please remit payment to: Management Solutions, 6200 Buena Vista Dr., Newark CA 94560

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. By signing below, the seller authorizes Management Solutions to furnish to the buyer copies of information previously made available to the seller. Management Solutions neither makes nor implies any representation or warranty in providing any of the above Association documents, and shall have no liability to any person or entity in connection with the distribution of these documents.

Seller:

Signature: _____	Date _____
Printed Name: _____	Completed: _____



Donald Murphy, Director

LINDALE HOMEOWNERS ASSOCIATION

The following information is provided pursuant to AB-596:

FHA

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** certified by the Federal Housing Administration."

VA

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** certified by the federal Department of Veterans Affairs.

RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
CONDOMINIUM PAC
BUSINESS: CONDO - 1-4 UNI

POLICY NO.: 680-1463X723-18-42
ISSUE DATE: 12/08/2017

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

LINDALE HOMEOWNERS ASSOCIATION
MANAGEMENT SOLUTIONS
6200 BUENA VISTA DRIVE
NEWARK CA 94560

2. POLICY PERIOD: From 01/23/2018 to 01/23/2019 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	CONDO 1-4	6710 JARVIS AVE & AS PER MP T8 00. NEWARK CA 94560

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ
Directors & Officers Coverage Supplement	ACJ

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

7. PREMIUM SUMMARY:

Provisional Premium	\$	14,027.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

POLARIS RISK MGMT & INS X1619
1800 SUTTER ST STE 775

Authorized Representative

CONCORD CA 94520

DATE: 12/08/2017





BUSINESSOWNERS COVERAGE PART DECLARATIONS

CONDOMINIUM PAC

POLICY NO.: 680-1463X723-18-42

ISSUE DATE: 12/08/2017

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 01-23-18 to 01-23-19 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: HOMEOWNERS ASSOC

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 2,000,000
Products-completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 1,000 per occurrence.
 Building Glass: \$ 1,000 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**



BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUILDING *Replacement Cost Plus	\$ 14,362,003	RCP*	N/A	0.0%

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

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LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 19 02 05	COMMON POLICY DECLARATIONS
IL T0 25 08 01	RENEWAL CERTIFICATE
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 03 02 05	AMENDATORY PROVISIONS CONDOMINIUM ASSOCIATION COVERAGE
CP 02 99 11 85	CANCELLATION CHANGES
MP T4 89 08 06	FUNGUS, ROT, BACTERIA AND OTHER CAUSES OF LOSS CHANGES - CALIFORNIA
MP T5 07 04 09	CALIFORNIA - ORDINANCE OR LAW COVERAGE
MP T5 22 08 07	CALIFORNIA AMENDATORY PROVISIONS
MP T3 06 02 07	SEWER OR DRAIN BACK UP EXTENSION
MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 30 02 05	REPLACEMENT COST PLUS
MP T3 47 10 06	EXTENDED BUSINESS INCOME
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T8 01 01 18	GENERAL PURPOSE ENDORSEMENT
MP T9 70 03 06	POWER PAC ENDORSEMENT
MP T9 54 02 05	EMPLOYEE DISHONESTY AND FORGERY OR ALTERATION EXCLUSION
MP T5 08 01 06	CALIFORNIA CHANGES - REPLACEMENT COST

COMMERCIAL GENERAL LIABILITY

CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
GN 00 92 01 91	DIRECTORS AND OFFICERS LIABILITY OWNERS ASSOCIATION CLAIMS MADE FORM
CG D2 37 11 03	EXCLUSION - REAL ESTATE DEVELOPMENT ACTIVITIES - COMPLETED OPERATIONS
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D4 71 01 15	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
CG D0 37 04 05	OTHER INSURANCE - ADDITIONAL INSURED

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COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D1 86 11 03	XTEND ENDORSEMENT
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
CG D4 13 04 08	AMEND COVG - POLLUTION-EQUIP EXCEPTION
MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
CG D2 43 01 02	FUNGI OR BACTERIA EXCLUSION
CG D2 56 11 03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D7 46 01 15	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG D0 76 06 93	EXCLUSION - LEAD
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 42 01 02	EXCLUSION - WAR
CG T4 78 02 90	EXCLUSION - ASBESTOS

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
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INTERLINE ENDORSEMENTS

IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 04 09 07	CALIFORNIA CHANGES
IL 02 70 09 12	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
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Assessment and Reserve Funding Disclosure Summary

Lindale Homeowners Association

For Fiscal Year Beginning: January 1, 2019 # of Units: 64

1) Budgeted Amounts:	Total	Average Per unit*	
Reserve Contributions:	\$7,195.25	\$112.43	
Total Assessment Income:	\$19,440.00	\$303.75	per: Month

- 2) Additional 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 Due	Total Amount Per Unit*	Purpose
N/A		
N/A		
Total:		\$0.00

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the

Yes

The answer to this question is very difficult. To project things out 30 years is nearly impossible. The basis for this information is the Association reserve study that is enclosed, and consultation with our Construction Consultant and our managing agent, Management Solutions. As you can well imagine, circumstances could change at any time due to intervention of severe weather conditions, vandalism, fire, flood, Acts of God, terrorism or other events, or unanticipated drastic increases in costs of materials or services. Additionally, although we have the buildings visually inspected every year, it is also possible that conditions exist that are not detectable via visual inspections. If any Owner is or becomes aware of any condition that might affect this projection, we hope that he or she will bring it to the attention of the Board.

- 4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*
None at this time. Will be reviewed annually.	
Total:	
\$0	

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan:

Yes

6) All computations/disclosures are based on the fiscal year start date of:	1/1/2019
Fully Funded Balance (based on formula defined in 5570(b)4):	\$1,425,046.54
Projected Reserve Fund Balance:	\$375,398.00
Percent Funded:	26.3%
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$16,400.76

From the 7/20/2018 Reserve Study by Murray Joseph and Associates and any minor changes since that date.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Management Solutions

Date: 11/1/2018

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year.

Lindale Homeowners Association

Executive Summary

Directed Cash Flow Calculation Method

Client Information:

Account Number	10639
Version Number	1
Analysis Date	07/20/2018
Fiscal Year	1/1/2019 to 12/31/2019
Number of Units	64
Phasing	1 of 1

Global Parameters:

Inflation Rate	2.50 %
Annual Contribution Increase	25.00 %
Investment Rate	2.50 %
Taxes on Investments	30.00 %
Contingency	3.00 %

Community Profile:

For budgeting purposes, unless otherwise indicated, we have used January 1983 as the average placed-in-service date for aging the original components included in this analysis.

Field evaluations: July 19, 2018; June 2014; November 2007; March 2004; January 2001; June 1998

Adequacy of Reserves as of January 1, 2019:

Anticipated Reserve Balance	\$375,398.00
Fully Funded Reserve Balance	\$1,425,046.54
Percent Funded	26.34%

Recommended Funding for the 2019 Fiscal Year:	Annual	Monthly	Per Unit
			Per Month
Member Contribution	\$50,688	\$4,224.00	\$66.00
Interest Contribution	\$542	\$45.17	\$0.71
Total Contribution	\$51,230	\$4,269.17	\$66.71

Lindale Homeowners Association

Projections

Directed Cash Flow Calculation Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2019	\$375,398	\$50,688	\$542	\$367,831	\$58,797	\$1,184,827	5%
2020	\$58,797	\$63,360	\$1,421	\$7,175	\$116,403	\$1,321,275	9%
2021	\$116,403	\$79,200	\$585	\$119,406	\$76,783	\$1,344,833	6%
2022	\$76,783	\$99,000	\$1,484	\$37,907	\$139,360	\$1,457,937	10%
2023	\$139,360	\$123,750	\$3,398	\$3,267	\$263,241	\$1,613,480	16%
2024	\$263,241	\$154,688	(\$1,413)	\$414,009	\$2,507	\$1,347,772	0%
2025	\$2,507	\$193,359	\$1,210	\$22,266	\$174,810	\$1,492,280	12%
2026	\$174,810	\$241,699	\$1,070	\$224,583	\$192,996	\$1,433,457	13%
2027	\$192,996	\$302,124	\$5,625	\$12,184	\$488,561	\$1,600,928	31%
2028	\$488,561	\$377,655	\$11,552	\$6,244	\$871,524	\$1,782,468	49%
2029	\$871,524	\$472,069	\$11,700	\$423,991	\$931,302	\$1,531,214	61%
2030	\$931,302	\$235,000	(\$1,609)	\$1,129,864	\$34,829	\$532,249	7%
2031	\$34,829	\$235,000	\$1,769	\$41,923	\$229,675	\$660,793	35%
2032	\$229,675	\$235,000	\$5,824	\$6,893	\$463,607	\$833,522	56%
2033	\$463,607	\$235,000	\$9,624	\$25,434	\$682,797	\$995,055	69%
2034	\$682,797	\$235,000	\$7,462	\$367,177	\$558,082	\$804,020	69%
2035	\$558,082	\$235,000	\$10,703	\$58,712	\$745,073	\$938,164	79%
2036	\$745,073	\$235,000	\$13,369	\$94,602	\$898,840	\$1,042,171	86%
2037	\$898,840	\$235,000	\$16,650	\$62,386	\$1,088,104	\$1,187,302	92%
2038	\$1,088,104	\$235,000	\$20,774	\$17,905	\$1,325,973	\$1,387,645	96%
2039	\$1,325,973	\$235,000	\$15,350	\$563,227	\$1,013,096	\$1,022,013	99%
2040	\$1,013,096	\$235,000	\$19,049	\$40,646	\$1,226,499	\$1,203,812	102%
2041	\$1,226,499	\$235,000	\$22,706	\$46,779	\$1,437,426	\$1,388,660	104%
2042	\$1,437,426	\$235,000	\$26,723	\$29,998	\$1,669,150	\$1,600,949	104%
2043	\$1,669,150	\$235,000	\$31,118	\$12,589	\$1,922,679	\$1,842,156	104%
2044	\$1,922,679	\$235,000	\$24,463	\$643,325	\$1,538,817	\$1,428,856	108%
2045	\$1,538,817	\$235,000	\$28,638	\$22,804	\$1,779,652	\$1,665,835	107%
2046	\$1,779,652	\$235,000	\$30,930	\$133,721	\$1,911,862	\$1,797,270	106%
2047	\$1,911,862	\$235,000	\$35,621	\$0	\$2,182,483	\$2,078,942	105%
2048	\$2,182,483	\$235,000	\$39,854	\$30,696	\$2,426,641	\$2,341,166	104%

NOTE: In some cases, the projected Ending Balance may exceed the Fully Funded Ending Balance in years following high Expenditures. This is a result of the provision for contingency in this analysis, which in these projections is never expended. The contingency is continually adjusted according to need and any excess is redistributed among all components included.

Lindale Homeowners Association

Membership Disclosure Summary

Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Asphalt	\$183,934	\$0	2-7	5-43
020 Roofs	\$870,120	\$26,000	0-11	5-47
030 Paint	\$139,003	\$135,636	0	5-10
040 Gates/Walls	\$75,898	\$25,978	0-5	5-41
050 Lighting	\$76,030	\$0	2-16	20-38
060 Tot Lot	\$47,950	\$1,750	0-3	16-18
070 Doors	\$107,920	\$5,520	0-5	5-25
080 Decking/Stairs	\$60,800	\$45,600	0-5	5
085 Fire Safety	\$84,480	\$69,480	0-17	25
090 Other	\$90,910	\$50,500	0-17	2-29
100 Landscaping	\$16,000	\$4,000	0-11	3-12
Contingency	n.a.	\$10,934	n.a.	n.a.
Total	\$1,753,045	\$375,398	0-17	2-47