



## **Management Solutions**

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

### **Venice Villas 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 \$102,121.33 as of September 30, 2018.
- III. The budget becomes effective January 1, 2019. The dues will remain \$240.00 per unit, per month.
- IV. The Association does not have a reserve study.
- 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  
Venice Villas 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	\$ 1,680.00	\$ 20,160.00	\$ 240.00	\$ 1,680.00	\$ 20,160.00	\$ 240.00
4130	Checking Interest		\$ -	\$ -		\$ -	\$ -
<b>4000</b>	<b>Total Income</b>	<b>\$ 1,680.00</b>	<b>\$ 20,160.00</b>	<b>\$ 240.00</b>	<b>\$ 1,680.00</b>	<b>\$ 20,160.00</b>	<b>\$ 240.00</b>
5020	Electricity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5070	Water & Sewer	\$ 95.07	\$ 1,140.84	\$ 13.58	\$ 95.07	\$ 1,140.84	\$ 13.58
<b>5000</b>	<b>Total Utilities</b>	<b>\$ 95.07</b>	<b>\$ 1,140.84</b>	<b>\$ 13.58</b>	<b>\$ 95.07</b>	<b>\$ 1,140.84</b>	<b>\$ 13.58</b>
6010	Landscape Maintenance	\$ 170.00	\$ 2,040.00	\$ 24.29	\$ 170.00	\$ 2,040.00	\$ 24.29
6020	Irrigation Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6030	Landscape Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>6000</b>	<b>Total Landscape</b>	<b>\$ 170.00</b>	<b>\$ 2,040.00</b>	<b>\$ 24.29</b>	<b>\$ 170.00</b>	<b>\$ 2,040.00</b>	<b>\$ 24.29</b>
7045	Minor Repairs	\$ 55.34	\$ 664.08	\$ 7.91	\$ 55.34	\$ 664.08	\$ 7.91
7530	Repairs Buildings	\$ 118.82	\$ 1,425.84	\$ 16.97	\$ 118.82	\$ 1,425.84	\$ 16.97
<b>7000</b>	<b>Total Buildings &amp; Grounds</b>	<b>\$ 174.16</b>	<b>\$ 2,089.92</b>	<b>\$ 24.88</b>	<b>\$ 174.16</b>	<b>\$ 2,089.92</b>	<b>\$ 24.88</b>
8030	Legal Services	\$ 75.59	\$ 907.08	\$ 10.80	\$ 75.59	\$ 907.08	\$ 10.80
8040	Accounting	\$ 205.00	\$ 2,460.00	\$ 29.29	\$ 205.00	\$ 2,460.00	\$ 29.29
8070	Taxes-Federal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8080	Taxes-State	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8100	Postage	\$ 7.82	\$ 93.84	\$ 1.12	\$ 7.82	\$ 93.84	\$ 1.12
8110	Printing	\$ 3.15	\$ 37.80	\$ 0.45	\$ 3.15	\$ 37.80	\$ 0.45
8120	Supplies	\$ 6.65	\$ 79.80	\$ 0.95	\$ 6.65	\$ 79.80	\$ 0.95
8140	Bank charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8150	Insurance	\$ 222.50	\$ 2,670.00	\$ 31.79	\$ 222.50	\$ 2,670.00	\$ 31.79
8170	Management	\$ 210.00	\$ 2,520.00	\$ 30.00	\$ 210.00	\$ 2,520.00	\$ 30.00
<b>8000</b>	<b>Total General and Admin.</b>	<b>\$ 730.71</b>	<b>\$ 8,768.52</b>	<b>\$ 104.39</b>	<b>\$ 730.71</b>	<b>\$ 8,768.52</b>	<b>\$ 104.39</b>
<b>9001</b>	<b>Reserves</b>	<b>\$ 510.06</b>	<b>\$ 6,120.72</b>	<b>\$ 72.87</b>	<b>\$ 510.06</b>	<b>\$ 6,120.72</b>	<b>\$ 72.87</b>

**VENICE VILLAS 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.

**VENICE VILLAS 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 12% 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 Strategies Group/Fong & Fong, APC, for collection of delinquent assessments the address for overnight payment is:

**Fong 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](http://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 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.



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

Members of the association in violation of the Venice Villas 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 Santa Clara County Superior Court.

# **VENICE VILLAS 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.”**



## Venice Villas 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



**Management Solutions**  
6200 Buena Vista Dr., Newark, CA 94560  
(925) 606-9500 (925) 606-4369 FAX



## 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	
	<b>Complete package of all documents above, including demand. (\$50 discount)</b>		<b>\$300.00</b>	

### 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.

**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

Completed:

Printed Name:



Donald Murphy, Director

## VENICE VILLAS 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 not** a condominium project.

The association of this common interest development **is not** 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 not** a condominium project.

The association of this common interest development **is not** certified by the federal Department of Veterans Affairs.

## RENEWAL CERTIFICATE

**COMMON POLICY DECLARATIONS**  
 CONDOMINIUM PAC  
 BUSINESS: CONDO - 5-12 UN

**POLICY NO.:** 680-4097X853-18-42  
**ISSUE DATE:** 01/03/2018

**INSURING COMPANY:**  
 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

**1. NAMED INSURED AND MAILING ADDRESS:**

VENICE VILLAS  
 C/O MANAGEMENT SOLUTIONS  
 6200 BUENA VISTA DR  
 NEWARK CA 94560

**2. POLICY PERIOD:** From 02/17/2018 to 02/17/2019 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 5-12	943-953 S WOLFE RD SUNNYVALE CA 94086

**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	\$	2,832.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

VALLEY GENERAL INSURANCE  
 1731 TECHNOLOGY DR STE 250

RR262

SAN JOSE

CA 95110-1326

Authorized Representative

IL TO 25 08 01 (Page 1 of 01)

DATE: 01/03/2018

Office: WALNUT CREEK CA DOWN



One Tower Square, Hartford, Connecticut 06183

**BUSINESSOWNERS COVERAGE PART DECLARATIONS**

CONDOMINIUM PAC

POLICY NO.: 680-4097X853-18-42

ISSUE DATE: 01/03/2018

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 02-17-18 to 02-17-19 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: HOA

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: \$ 2,500 per occurrence.  
Building Glass: \$ 250 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	\$ 4,501,814	RC*	N/A	4.0%
*Replacement Cost				

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



## RESERVES WORKSHEET

ID # 62300996B011

DRE FILE NUMBER			TRACT NUMBER			
			Venice Villas Homeowners Association			
Item	(1) SQ. Ft. Number	(2) Unit cost or HOA Manual	(3) Replacement Cost	(4b) New Life	Yearly Reserve Columns 1&2 or 3&4	Cost/ Unit/ Month
Paint	SEE TABLE (painting herein)				2,844	33.86
Roofing	SEE TABLE (roofing herein)				756	8.99
Exterior Lights	7	1,700.00	11,900	20	602	7.17
Street Asphalt Reseal	4,375	0.30	1,312	5	270	3.21
Street Asphalt Overlay	4,375	1.25	5,469	20	280	3.34
Concrete Walks	903	5.00	4,466	30	156	1.86
Benches	4	150	600	15	47	0.56
Stair & Landing Railings	184	40	7,360	25	301	3.59
Perimeters Fence	362	25	9,050	15	610	7.27
Irrigation System- Valves & Timers	All	2,000	2,000	10	200	2.38
Tree Maintenance	All	1,500	1,500	3	500	5.95
Chain Link Fence	165	20	3,300	25	139	1.66
Reserve Study			800	3	267	3.17
TOTAL ANNUAL RESERVES					6,972	83.00

THESE RESERVE CALCULATIONS ARE GOOD FOR ONE YEAR ONLY.

ID # 62300996B011

**GENERAL PROJECT INVENTORY****SITE SUMMARY - TOTAL SUBDIVISION AREA**

(TOTAL AREA OF COMMON AREA OWNED OR CONTROLLED BY THE ASSOCIATION)

<u>0.38</u> Acres x 43,560 = TOTAL	16,350 Total Square feet
1 Buildings Area	5,488 Sq. Ft.
2 Garages or carports	0 Sq. Ft.
3 Recreational Facilities	0 Sq. Ft.
4 Paved Surfaces	5,278 Sq. Ft.
5 Restricted common areas	2,842 Sq. Ft.
6 Other (attach description)	0 Sq. Ft.
Sub Total (1-6)	13,608 Sq. Ft.
Total square feet (from above)	16,350 Sq. Ft.
Subtract Sub Total (1-6)	2,742 Sq. Ft.
Remainder = Landscape Area	2,742 Sq. Ft.

Total Landscape Area Maintain by Association 2,742 Sq. Ft.

LANDSCAPE AREA:		ANNUAL	TOTAL
	PERCENTAGE AREA	COST/S.F.	COST/S.F.
COMMON AREA			
GROUND COVER & LAWNS	100.00%	2,742	\$2,800
OPEN SPACE MAINTAINED	0.00%	0	\$0
OPEN SPACE NOT MAINTAINED	0.00%	0	\$0
TOTAL LANDSCAPE COST PER YEAR			\$2,800

**1. Building Area**

	Total Building	Total Area Sq. Ft.
Building	5,488	5,488

Total Lots	1
Total Area	5,488

Total for summary Item 1 above 5,488

**2. Detached Garages & Carports**

Length x	Width =	Area of ea. bldg. x	No. of Bldgs. =	Total Area Square Feet
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Total for summary Item 2 above 0

ID # 62300996B011

## PROJECT INVENTORY (GENERAL) (Continued)

## 3. Recreational Facilities

a. Recreation Room, Clubhouse, Lanai, or Other				#	TOTAL
TYPE	LENGTH	WIDTH	AREA	BLDGS.	AREA
		0	0	0	0
		0	0	0	0
b. Pools					
		AVERAGE DEPTH			0
	NO.		0	SIZE	0
	CONCRETE DECK				0
c. Spas					
	NO.		0	SIZE	0
d. Tennis Courts					
	NO.		0	SIZE	0
e. Other (Tot - Lot)					
	NO		0	SIZE	0
Total for summary Item 3 above					0

## 4. Paved Areas (Streets, Parking, Walkways, etc.)

a.	Concrete (Streets, Parking, Walkways, etc.)	Total Area
	Concrete Walks	903

Total (a) - Concrete	903
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b.	Asphalt streets, open parking and paths	Total Area
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Asphalt Driveway 4,375

Total (b) - Asphalt	4,375
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Total for summary Item 4 above	5,278
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## 5. Restricted Common Area (Back yard, Etc.)

Total Area
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Back Yards 2,842

Total for summary Item 5 above	2,842
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## 6. Other

Total Area
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Total for summary Item 6 above	0
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ID # 62300996B011

**ROOF RESERVE WORKSHEET**

BUILDING	TYPE OF ROOFING	WIDTH OF OVERHANG	QUANTITY (INCL. OVERHANG)	PITCH MULTIPLIER	TOTAL ROOF AREA	REPLACE - MENT COST - S.F.	TOTAL REPLACE- MENT - COST	NORMAL LIFE EXPECTED	TOTAL ANNUAL COST
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**Clay's Tile Roof**

<b>Building</b>		2	6,296	1.20	7,555	0.10	Lifetime	Lifetime	756
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**TOTAL ROOF COST PER YEAR****\$756**

Note 1: Concrete tile is considered a lifetime roof. However, it is strongly recommended that \$0.10/SF/year be set aside for underpayment repair (leak and breakage replacement cost).

Factors to be taken into account are:

- Current Cost of Roofing by type
- Height of building
- Age and condition of roofing
- Cost of removal of old roofing to replace with new roofing
- Local labor & material costs for type of roofing
- Expected life expectancy of roof by type
- Other professional expenses (specifications development, permits, bonds and inspection costs).
- Slope factor of roofing & eaves (overhang)

ROOF PITCH TABLE		
Pitch	Rise	Multiplier
One eighth	3" in 12"	1.03
One sixth	4" in 12"	1.06
Five 24ths	5" in 12"	1.08
One quarter	6" in 12"	1.12
One third	8" in 12"	1.20
One Half	12" in 12"	1.42
Five Eighths	15" in 12"	1.60
Three Qtrs.	18" in 12"	1.80

Note 1: Concrete tile is considered a lifetime roof. However, it is strongly recommended that \$0.06/SF/year be set aside for underpayment repair (leak and breakage replacement cost).

Note 2: Take areas of all buildings listed in Sections 1.2 and 3a. Add 6% (a 1.06 multiplier) for each foot of roof overhang. In addition, adjust for roof pitch based upon the table below. The table converts horizontal area to roof area.

ID # 62300996B011

**PAINTING WORKSHEET****EXTERIOR:**

The exterior painting area is determined by measuring the structure to find the perimeter (total distance around) and multiplying that by the height of the building (normally each story is considered 10 feet). We have used a separate line (below) if the perimeter of the building changes with each story.

Furthermore, it is important to note that we have broken the factors into several categories depending on the type of exterior. For example, a masonry building has a different painting cycle than does either a shingle siding or wood exteriors. We have also taken into account special conditions of building location to better estimate the actual life expectancies.

**BUILDING PAINTED AREA INVENTORY**

BUILDING TYPE	PERIMETER PER STORY	X 10' /STORY	TOTAL AREA
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Building	404	30	12,120
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12,120

**PAINTED STUCCO SIDING:**

BUILDING TYPE	# OF BLDGS	TOTAL AREA PER BLDG.	STUCCO TOTAL AREA	COST FACTOR PER S.F.	TOTAL PAINTING COST	NORMAL LIFE EXPECTANCY	ANNUAL PAINTING COST
Building	1	12,120	9,696	1.20	11,635	10	1,164

**ANNUAL PAINTING COST****\$1,164****PAINTED WOOD & TRIM:**

BUILDING TYPE	# OF BLDGS	TOTAL AREA PER BLDG.	WOOD TOTAL AREA	COST FACTOR PER S.F.	TOTAL PAINTING COST	NORMAL LIFE EXPECTANCY	ANNUAL PAINTING COST
Building	1	12,120	3,636	1.20	4,363	5	873
<b>ANNUAL PAINTING COST</b>							<b>\$873</b>

## FENCING:

TYPE	LENGTH	HEIGHT	TOTAL AREA	COST FACTOR PER S.F.	TOTAL PAINTING COST	NORMAL LIFE EXPECTANCY	ANNUAL PAINTING COST
Colored Concrete Step & Landing			232	2.00	464	5	93
Stair & Landing Railings	184	3	552	2.00	1,104	5	221
Perimeters Fence	362	6	2,172	1.00	2,172	5	434
Benches	4 @ 75.00 Each to be painted or resealed				300	5	60
TOTAL LN.FT.			546 ANNUAL PAINTING COST				\$808

## INTERIOR:

Interior Painting Reserve is Determined by measuring the room perimeter and multiplying by 8' and adding ceiling area.

ROOM TYPE	WALLS LENGTH X PERIMETER	CEILING LENGTH X WIDTH	TOTAL AREA	COST FACTOR PER S.F.	TOTAL PAINTING COST	NORMAL LIFE EXPECTANCY	ANNUAL PAINTING COST
ANNUAL PAINTING COST							\$0
TOTAL ANNUAL PAINTING COST							\$2,844

ID # 62300996B011

**ELECTRICAL ENERGY CONSUMPTION WORKSHEET**

A. LIGHTING:		NUMBER	TYPE	WATTS	HOURS /DAY	0.03 PER MONTH	KWH PER MONTH
1. Interior lights (hallways, lobbies, garage, stairwells, etc.)							
2. Exterior Building & garage Lights							
3. Outdoor and walkway lights on common meters							
Pool Lights	7			100	12		252
4. Street lights maintained by Association							
	0			100	12		0
	0			100	12		0
5. Pool lights maintained by Association							
	0	0		0	0		0
B. Hot Water heating (320 KWH x number of 40 gallon tanks = KWH per month)							0
C. Air Conditioning (number of sq. ft. cooled x .34 KWH per month)							0
D. Electrical Motors (H.P. x watts x hours/day x 365 x % of year) (see notes 2 and 3)							0
NO. OF MOTORS	USE	HORSE POWER	WATTS / HP	HOURS /DAY	% OF YEAR		0
1	Sump Pump	1	1,000	0.5	20.00%		30
				0.5	50.00%		0
				12	100.00%		0
Irrigation Timers							30
TOTAL MONTHLY KWH							312
RATE PER KWH							0.1495
TOTAL AVERAGE MONTHLY ELECTRICAL CHARGES							\$47

NAME OF UTILITY: PG&E  
 PHONE NUMBER: 1(800) 743-5000

ID # 62300996B011

**GAS CONSUMPTION WORKSHEET**

Note #1:

The presumption is a recreation pool with heating equipment will be used all year or 100%. For very hot or cold climates where a heater will not or cannot be used all year, a 70% usage should suffice. Less than 70% usage will require a Special Note in the Subdivision Public Report.

	Therms
1. Water Heaters (number of dwelling units + rec-rooms + outdoor showers)	0
2. Pool (see Note 1 above) (BTU rating X hours of daily use x .0003 x % of year in use = Therms)	0
3. Spa (Number of spas (by size x therm range = Therms used) (8' diameter x 300 therms; 10' x 350 therms; 12' x 400 therms)	0
4. Central Heating (BTU rating x average hours of daily use x .0003 = Therms used)	0
5. Other (number of gas barbecues, fireplaces, etc.) x 5 = Therms	0
Total Therms =	0
Rate Per Therms =	0
Meter Charge =	0

**TOTAL AVERAGE MONTHLY GAS CHARGES****\$0**

NAME OF UTILITY: PG&E  
PHONE NUMBER: (800) 743-5000



ID # 62300996B011

**WATER AND SEWER WORKSHEET****A. Domestic (use only if units are billed to the Association)**

NUMBER OF UNITS (incl. rec. rooms)	NUMBER OF CUBIC FEET PER DAY	TOTAL	CUBIC FEET PER YEAR
0	30		0

**B. Irrigation (by type of area)**

TOTAL AREA IN SQ. FT.	AREA TYPE (GROUND COVER, TURF, OPEN SPACE)	ANNUAL ACRE FEET	TOTAL CUBIC FEET PER YEAR
2,742	COMMON AREA-GROUND COVER	5	14,809

**C. Swimming pools & spas:**

TOTAL SURFACE AREA	AREA TYPE (POOL, SPA, LAKE OR FOUNTAIN)	ANNUAL ACRE FEET	CUBIC FEET PER YEAR
0	POOL	12	0
0	Spa	24	0
TOTAL CUBIC FEET PER YEAR			14,809
AVERAGE MONTHLY USAGE			1,234

WATER RATES PER METER PER MONTH:			MONTHLY WATER BILL
FROM	TO	RATE PER 100 CUBIC FEET	
0	1,234	\$2.23	27.47

<b>TOTAL MONTHLY WATER BILL</b>	<b>\$27.47</b>
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**D. WATER METERS:**

#	SIZE	CHARGE PER METER	MONTHLY METER CHARGE
1	3/4"	13.4	\$13.40

**E. SEWER & BACKFLOW CHARGES MONTHLY**

0 PER CONNECTION X NO. ( 0 ) = \$0.00

<b>TOTAL WATER, METER &amp; SEWER CHARGES</b>	<b>\$40.87</b>
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ID # 62300996B011

**PRORATION SCHEDULE WORKSHEET****Section I Variable Assessment Computation****A. Variable Costs Description**

1. Insurance	577
2. Domestic Gas (if common)	0
3. Domestic Water (if common)	0
4. Paint Reserves	237
5. Roof Reserves	63
6. Hot Water Heater - Reserves (if common)	0
7. Other	

Total Variable Costs	876
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B. Total Livable square footage of all units from condominium plan:	13,916
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C. Variable Factor (variable monthly costs divided by square footage = variable factor):	0.063
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**Section II Equal Assessment Computation**

A. Total Monthly Budget	2,163
Less Variable Costs	876
Total Monthly Equal Costs	1,287

B. Monthly Base Assessment:	183.79
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**Section III Assessment Schedule**

Unit Size	X	Variable Factor	=	Variable Assessment	=	Base Assessment	=	Total Monthly Assessment	Total Monthly Budget*
2,081	A	0.063		131.07		183.79		314.86	314.86
1,967	B	0.063		123.89		183.79		307.68	1,230.71
1,963	B	0.063		123.64		183.79		307.43	307.43
2,004	B	0.063		126.22		183.79		310.01	310.01

**Verification of Computations**

* Total Assessment x number of units of each type.	Total Monthly Budget (Section III)	2,163.00
	Total Monthly Budget (Section IIA)	2,163.00

**Section IV Variable Assessments**

Highest Assessment	-	Lowest Assessment	Divided By	Lowest Assessment	=	% Differential
314.86		307.43		307.43		2.42%