# BARRON SQUARE HOMEOWNERS ASSOCIATION

Thain Way - Palo Alto - California

November 27, 2013

Dear Barron Square Homeowner:

The 2014 Budget which was adopted by the Board of Directors on November 20, 2013, calls for an average increase in the monthly assessments of 10%, thus raising the monthly dues according to the table below, as of January 1, 2014.

#### **2014 MONTHLY DUES TABLE**

Effective January 1, 2014, monthly assessments will be in accordance with the following table:

<b>U</b> nit Type	Percent	No. of Units	Total Percent	2014 Mo. Dues Per Unit	Total Mo. Dues By Type	2013 Mo. Dues Per Unit
1	1.52	1	1.52	698.00	698	635.00
2	1.51	<b>4</b> 2	63.42	694.00	29,148	631.00
3	1.79	14	25.06	823.00	11,522	748.00
4	1.25	8	10.00	574.00	4,592	522.00
		65	100.00		45, <del>9</del> 60	

In preparing for replacement of all the flat roofs, which have reached the end of life throughout the complex, a roofing consultant was hired to prepare construction specifications which were sent out to roofing contractors for bidding purposes. In reviewing the proposals, it has been determined that it will also be necessary to replace 1/3 of the sloped roofs which tie into the flat roofs at the same time the flat roof replacement is completed, which is scheduled to begin in January 2014. It is anticipated that the remaining 2/3rds sloped roofs will be replaced in 2015. Originally, the reserve study called for roof replacement to begin in 2016 with replacement of 1/4<sup>th</sup> of the roofs (flat and sloped) over a 4 year period. The Board felt that the deteriorating condition of the flat roofs required an accelerated schedule.

Therefore, in order to reduce the impact to the reserve funds, the Board felt compelled to impose a 10% increase in dues for 2014.

Enclosed with this letter is the 2014 Annual Budget Report and related disclosure documents. Please keep this copy of the 2014 Annual Budget Report with your other Association documents for your reference and to be included in a transfer to a future owner in the event that you sell your home. Also note that enclosed with this 2014 Annual Budget Report is the current insurance disclosure from State Farm and Walton & Associates Insurance. If you/your lender/agent need further insurance information concerning the Association's coverage, please contact the insurance agent directly. If you have any questions regarding the 2014 Annual Budget Report, please submit them, in writing, to the Board of Directors, in care of PML Management at the address listed below.

Sincerely, The Barron Square Board of Directors

Enclosures

# **BARRON SQUARE HOA - BUDGET SUMMARY**

Fiscal Year: 01/01/2014 - 12/31/2014

	Actual at 12/31/12	Est. at 12/31/13	2014 Budget	Avg Unit Per Mo.
REVENUES:			•	
Total Regular Assessments	468,252	501,282	551,423	706.95
Total Interest & Dividend Income	4,626	3,375	3,029	3.88
Total Other Income	575	280	390	0.50
TOTAL REVENUES	<b>4</b> 73,453	504,937	554,842	711.34
EXPENSES:				
MAINTENANCE & REPAIRS				
Common Area Repairs & Maint.	6,299	6,900	7,110	9.12
Gutter Cleaning and Repairs	5,388	4,900	5,050	6.47
Unit Interior Related Repairs	6,043	3,750	4,000	5.13
Janitorial Services	2,015	1,920	1,980	2.54
Janitorial Supplies	134	310	320	0.41
Landscape - Contract	57,288	59,000	60,770	77.91
Landscape - Other	1,386	2,200	2,270	2.91
Landscape - Cares Tree Maint.	2,564	2,600	2,680	3.44
Lighting & Supplies	2,304 1,677	2,000 1,470	1,510	1.94
Pest Control	5 <b>,1</b> 94	1,530	1,580	2.03
Plumbing & Sewers	5,002	5,100	5,250	6.73
Quarterly Well Maintenance	0,002	1,200	1,240	1.59
Pool & Spa - Contract	3,840	3,840	3,960	5.08
Pool & Spa - Supplies & Repair	2,617	1,700	1,750	2,24
TOTAL MAINT, & REPAIRS	99,446	96,420	99,470	127.53
TOTAL MAINT, & REPAIRS	33,440	30,420	33,470	127.55
UTILITIES				
Gas	2,853	2,300	2,530	3.24
Electricity	5,298	5,200	5,720	7.33
5ewer/5torm Drain	<b>10,</b> 702	10,780	11,860	15.21
Water	14,055	16,500	18,150	23.27
TOTAL UTILITIES	32,908	34,780	38,260	49.05
ADMINISTRATIVE				
Audit & Tax Preparation	2,925	2,925	3,010	3.86
Mailings, Postage & Copies	3,797	4,100	4,220	5.41
Dues & Subscriptions	265	265	270	0.35
Social Functions	0	500	520	0.67
Insurance	<b>61,9</b> 98	63,550	73,500	94.23
insurance - Worker's Comp.	785	600	787	1.01
Legal & Professional Services	353	1,600	1,000	1.28
Management 5ervices	27,630	28,260	29,110	37.32
Misc. Administrative	2,714	750	770	0.99
IR5/FTB - Pr. Yr. Pmts/Penalty	0	0	0	0.00
Permits, Licenses & Other	1,093	1,300	1,340	1.72
TOTAL ADMINISTRATIVE	101,560	103,850	114,527	146.83
Total Reserve Expenditures	65,601	123,715	747,792	958.71
Total Income Tax	565	680	668	0.86
TOTAL EXPENDITURES	300,081	359,445	1,000,717	1,282.98
Total Reserve Balance Percent Reserves Funded	1,326,656	1,484,564 53%	1,038,689 45%	

### 2014 MONTHLY DUES TABLE

 $\label{lem:effective January 1, 2014, monthly assessments will be in accordance with the following table: \\$ 

Unit	Percent	No. of Units	Total Percent	2014 Mo. Dues Per Unit	Total Mo. Dues	2013 Mo. Dues Per Unit
Туре		OHUS		Per Onit	Ву Туре	
. 1	1.52	1	1.52	698.00	698	635.00
2	1.51	42	63,42	694.00	29,148	631,00
3	1.79	14	25.06	823.00	11,522	748.00
4	1.25	8	10.00	\$74.00	4,592	522.00
		65	100.00		45,960	

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ASSOCIATION NAME:	Barron Squa	re HOA					
ASSOCIATION STREET ADDRESS:	Thain Way						
ASSOCIATION CITY, STATE, ZIP:	Palo Alto, C	21					
GOVERNING ENTITY:	Board of Dir	4 8 8 8 8 8 8 8 1 PM 1 PM					
YEAR CONSTRUCTED:	197	# ^ 전 살았던 하면 토막길 : . ^					
NUMBER OF UNITS IN ASSOCIATION:	6	5 NUMBER OF	RESIDENTIAL BUILDINGS:				
ASSOCIATION CONTACT INFORMATION							
CURRENT PROPERTY MANAGER:		ement Corporation s Island Blvd., Suite CA 94404	301 Email: debbie@pmlmanagement.com				
RESERVE STUDY INFORMATION							
TYPE OF STUDY:	Annual Rev	iew Study 2014	(no site inspection performed with this rev				
BEGINNING YEAR OF STUDY:	201						
YEAR OF LAST PHYSICAL INSPECTION:	201						
YEAR OF NEXT PHYSICAL INSPECTION:	201	4 (as required by the	he Davis-Stirling Act)				
RESERVE STUDY PREPARER;	Reserve Analysis Consulting, L.L.C. 3030 Bridgeway, Suite 330 Sausalito, California 94965 Office Phone: (415) 332-7800 FAX: (415) 332-7801						
PERFORMED BY:	Casey O'Nei Direct Phone	Casey O'Neill Direct Phone: (415) 289-7443 Email: caseyo@reserveanalysis.com					
RESERVE FUND FINANCIAL INFORMATIO	)N						
BUDGET YEAR ENDING DATE:	12/31	2013	2014				
ANNUAL RESERVE CONTRIBUTION:		\$270,000	\$299,538				
MONTHLY RESERVE CONTRIBUTION:		\$22,500	\$24,962				
PER UNIT MONTHLY (AVG.) CONTRIBUT	TION:	\$346.15	\$384.02				
TOTAL SPECIAL ASSESSMENT:		N/A	N/A				
PER UNIT (AYG.) SPECIAL ASSESSMENT		N/A	N/A				
PROPOSED RESERVE FUND EXPENDITU	IRES:		(\$747,495)				
ESTIMATED YEAR ENDING BALANCE:		\$1,524,254	\$1,089,471				
REQUESTED MINIMUM "THRESHOLD" I	FUTURE BALA	NCE:	N/A				
RESERVE PERCENT FUNDED CALCULATI	ON						
AMOUNT NEEDED TO BE 100% FUNDEL		\$2,761,066	\$2,330,860				
THEORETICAL PER UNIT UNDERFUNDE		\$19,028	\$19,098				
CALCULATED PERCENT FUNDED:		55.21%	46.74%				
RESERVE PROJECTED INTEREST & INFL	ATION		라는 <mark>경기 (전문) 라마이를</mark> 보는 것은 사람들이 되었습니다. 원래된 (10년) 이번 기자 (10년) 대표를 가고 되었다.				
			2.00%				
"ASSUMED LONG-TERM INTEREST RATI	, ,		2.0070				

"ASSUMED LONG-TERM INFLATION RATE";

3.00%

# 2.00 PROCEDURES & METHODOLOGIES

#### DAVIS-STIRLING ACT PROCEDURES & REQUIREMENTS

Current Davis-Stirling statutes 5300 & 5550 ((old 1365 & 1365.5)) require the Association to Review the Reserve Study on an annual basis and implement any necessary adjustments regarding component performance, replacement and/or deferral; as well as recalculation of financial figures based on that review and current financial data. Additionally, Statute 5550 ((old 1365.5)) continues to require a Site Inspection based Update of the complete Study at a minimum every three years. The Reserve Study is to include:

Identification of the major components.

Establishment of reasonable life expectancies and remaining life of all components.

Projected estimated cost of all repair and replacements.

Development of a 30 year Funding Plan which identifies date and amount of regular and special assessments.

Calculation of Percent Funded and amount of per unit deficiency.

Statement of methodology.

Additionally, calculation of 5570 (old 1365.2.5) Reserve Summary and Disclosure Document.

#### SCOPE OF STUDY

The time frame covered by this analysis is from 2014 through 2043. These are the beginning and ending points for all repairs and replacements included in the 30 Year Funding Plan included in this study.

#### STATEMENT OF RESERVE STUDY METHODOLOGY

The components included in this analysis were identified by age, quantity, and type. Upon completion of the component list and the Reserve Fund Requirement Analysis, the report was presented to the Homeowners Association's Board for approval. The following sources were used, when applicable, to make our determinations:

Original plans and specifications

Original contractors, current contractors and vendors

Association maintenance staff

Association management

Association Board of Directors

While gathering this information there were some assumptions made regarding existing conditions, future conditions and additional circumstances that may occur that would affect the cost of repairs. Some of these assumptions may come true and others may not; therefore, the cost of repairs and life of certain components could vary substantially. Life expectancies of all components were based on industry standard experiences, and on the components being in reasonable and ordinary condition.

All component conditions were based on visual inspection. There was no disassembly of components or demolition involved. This report does not address any factory or product defects or any damage due to improper maintenance, system design, or installation. It's also assumed all components will receive reasonable maintenance for their remaining life.

Only components that met the following criteria were included in this report:

The component maintenance is the responsibility of the Association.

The component is not covered by the Association's Annual Operating Budget.

The component's useful life is greater than one year, except in the case of variable ongoing repair of a major component

The component has an identifiable expected cost and replacement cost.

Inclusion in the Funding plan requires the component's remaining estimated useful life is less than 30 years.

The Reserve Study includes a 30 year component expenditure projection from which a Funding Plan was developed which proposes a "schedule of the date and amount of any change in regular or special assessments that would be needed to sufficiently fund the Reserve Funding Plan." The premise of this replacement cost projection is to ensure a positive cash balance in the Reserve Fund Account that will enable the Association to fulfill its "obligation for the repair and replacement of all major components with an expected remaining life of 30 years or less." It is equally important that a positive cash fund be maintained without relying on Special Assessments or overfunding of Reserves. The cost projections in this report are inflated based ou an "assumed long-term inflation rate" based on a 30 year average and adjusted for local economies. The Funding Plan in this report includes an "assumed long-term interest rate" which is not to exceed "2% above the discount rate published by the Federal Reserve Bank of San Francisco." Both rates were reviewed in the Preliminary Draft and approved by the Board of Directors.

#### RESERVE STUDY COMPONENT SCHEDULE & PERCENT FUNDED CALCULATION

#### STEPS FOR DETERMINING PERCENT FUNDED:

3.00

Step 1: Calculate for each component a required contribution on a "straight-line" funding methodology.

(total component cost divided by the life expectancy of the component)

Step 2: Calculate the required dollars in Reserves for each component.

(required annual contribution multiplied by the component's life in service)

Step 3: Total the required dollars for each component to arrive at "required dollars in bank".

Step 4: Divide actual dollars in bank by required dollars in bank to arrive at percent funded calculation.

This report includes, but is not limited to\*, reserve calculations made using the formula described in section 5570(b)(4) ((old 1365.2.5(b)(4)) of the Davis-Stirling Act:

(4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

\* The future funding levels developed in the Funding Plan of this Reserve Study are derived through cash flow funding calculations.

Code	Component	2013 End	Year	Usefi	Rmng.	Total	Annual	2014 End
#	Description	Req'd in Bank	New	Life	(2014)	Cost	Allocation	Req'd in Banl
1.00	GROUNDS - SIGNAGE							
1.01	Entry Sign (Monument) Replace	\$1,905	1997	21	4	\$2,500	\$119	\$2,024
1.02	Map Board - Repair/Replace	\$1,667	2005	12		\$2,500	\$208	Market Control of the
1.02	Bnilding/Unit Number Signs Repair/Replace	\$2,167	2005	12		\$3,250	\$271	\$2,438
2.00	GROUNDS - PAVING & CONCRETE	34,19/	2003	12	3	ى دىدود ق	92/1	
2.01	Asphalt Paving - Seal Coat	\$5,158	2010	5	· <b>1</b>	\$8,596	\$1,719	\$6,87
2.02	•	\$3,136 \$348	2010	5		\$581	\$116	2.5 (4) (4) (4) (4) (7) (6) (3) (6) (4) (4)
	Asphalt Paving - Parking Striping	\$649	2010	5		\$1,082	\$216	the fact of the second section of the section of the second section of the section of the second section of the second section of the second section of the secti
2.03	Asphalt Paving - Curb Painting	\$6,447	II .	5		\$1,032	\$2,149	Property of the Control of the Contr
2.04	Asphalt Paving - Minor Repair - 5%	\$45,668	II .	40		\$53,728	\$1,343	the first transfer of the first transfer to the first transfer of
2.05	Asphalt Paving - Major Repair - 25%	\$3,230	2013	1	_	\$3,230	\$3,230	A CONTRACT OF THE STREET, THE
2.06	Concrete Repairs - Repair/Replace - Minor	<ul> <li>Programme Technology</li> </ul>	1				\$900	\$5,400
2.07	Concrete Repairs - Repair/Replace - Major	\$4,500	2008	10		\$9,000		The second secon
2.08	Concrete - Pool Deck Repair/Replace	\$53,142	1979	36	1	\$56,268	\$1,563	\$54,70
3.00	GROUNDS - FENCES, RETAINING WALLS, & GATES		2012	_		61.500	0200	020
3.01	Fence - Wood @ Patio - Repair/Replace Allowance	\$0	2013	5		\$1,500	\$300	🗱 Mario N. S. (1987) Program (1987)
3.02	Fence - Wood - G.N. @ Clnbhouse Driveway	\$864	2003	25		\$2,160	\$86	<ul> <li>Provide the provide and account of the provide and the provide an</li></ul>
3.03	Fence - Wood - G.N. @ Clubhouse to Bldg. 10 Driveway	\$1,968	2003	25		\$4,920	\$197	\$2,169
3.04	Fence - Wood - @ Bldg. 9 Drive and Open Space	\$3,968	II .	25		\$7,630	\$305	BONG STATE OF THE
3.05	Fence - Wood - @ Bldg. 10 Drive and Open Space	\$1,050	i <b>1</b>	25		\$5,250	\$210	
3.06	Fence - Wood - G.N. behind Bldgs. 4, 5, 6, 7, 8, 9	\$7,519	2000	25		\$14,460	\$578	A 10 to 10 to 10 to 10 A Vota 4 S
3.07	Fence - Wood - G.N. behind Bldgs. 1, 2, 3, 4	\$5,793	12	25		\$11,140	\$446	100 Per CONTROL (100 AND)
3.08	Fence - Wood - Pool Area Fences	\$301	2005	25	16	\$940	\$38	The Say Director's Stable
3.09	Fence - Cyclone @ Tennis Court - Replace	\$8,160	li .	45		\$10,800	\$240	
3.10	Retaining - Wood @ Units 4122 and 4124	\$1,113	1995	30	11	\$1,855	\$62	\$1,17
3.11	Retaining - Masonry Retaining Wall @ Tennis	\$16,691	1979	55	20	\$27,000	\$491	\$17,182
3.12	Retaining - Wood @ Pool Area	\$2,600	2003	25	14	\$6,500	\$260	the state of the s
3.13	Gates -El Camino Car Gates - Replace	\$1,080	1995	25	6	\$1,500	\$60	\$1,14
3.14	Gates -El Camino Pedestrian Gate - Replace	\$360	2007	25	18	\$1,500	\$60	B. M. A. Martin, in president of the Computer
3.15	Gates - Pool Gates - Replace	\$960	2005	25	16	\$3,000	\$120	\$1,08
3.16	Gates - Cyclone @ Tennis Court - Replace	\$360	1995	25	6	\$500	\$20	\$38
3.17	Gates - Wood @ Maintenance Area	\$867	2000	15	1	\$1,000	\$67	\$93.
4.00	GROUNDS - IRRIGATION & LANDSCAPING							
4.01	Well Components Repair and Replacement - Ongoing	\$2,500	2013	1	0	\$2,500	\$2,500	\$2,500
4.02	Well Components - Major System Replacement	\$4,449	2011	25	22	\$55,609	\$2,224	\$6,67.
4.03	Irrigation Replace Allowance (Valves, Pipes, Heads etc.)	\$2,500	2013	1	0	\$2,500	\$2,500	\$2,50
4.04	Irrigation Controllers	\$2,133	2009	15	10	\$8,000	\$533	\$2,66
4.05	Irrigation Controllers	\$3,467	2000	15	1	\$4,000	\$267	\$3,73
4.06	Backflow Preventor	\$7,200	1995	25	6	\$10,000	\$400	B. Galler, C. M., P. Scholler, M. S.
4.07	Large Tree Care	\$10,000	2013	1		\$10,000	\$10,000	\$10,000
4.08	Large Landscape Enhancements	\$5,000	2013	1	0	\$5,000	\$5,000	\$5,000
5.00	LIGHTING- ALL SITE			_	_	,_,	,	
5.01	Lighting Wiring and Controllers Repair Allowance	\$1,000	2013	1	0	\$1,000	\$1,000	\$1,000
5.02	Light Fixtures - @ Landscaping & Wiring	\$10,205	II .	35		\$10,505	\$300	

5.03	Light Poles @ Pool Arca - Poles, Fixtures & Wiring		\$2,924	1979	37	2	\$3,182	\$86	\$3,010
5.04	Lights- Clubhouse Building Exterior		\$368	1979	37	2	\$401	\$11	\$379
5.05	Lights - Wall Mount @ Garages		\$5,480	1979	37	2	\$5,963	\$161	\$5,641
5.06	Lights - Residential Building Exterior - Entry/Balc./Stairs		\$23,765	1979	37	2	\$25,862	\$699	\$24,464
6.00	GROUNDS - MAILBOX KIOSKS							RAN KAN	
6.01	Kiosks Rebuild (Structure, Siding, Roof)		\$6,480	1995	25	6	\$9,000	\$360	\$6,840
6.02	Mailboxes		\$8,424	1995	25	6	\$11,700	\$468	\$8,892
7.00	GROUNDS - MISCELLANEOUS		0260	2007	20	12	£1 200	660	6420
7.01	Storage Shed (Modular) - Replace		\$360 \$4,947	2007 1985	20 30	13 1	\$1,200 \$5,300	\$60 \$177	\$420 \$5,123
7.02 8.00	Iron Stair Railings @ site Concrete Stairs TENNIS COURT AREA		34,547	1703	30	1	ф.Э <sub>5</sub> 300	31//	33,123
8.01	Tennis Court - Resurface/Lines		\$3,300	2010	5	1	\$5,500	\$1,100	\$4,400
8.02	Tennis Court - Replace		\$27,200	1979	45	10	\$36,000	\$800	\$28,000
8.03	Tennis Court Net - Replace		\$210	2010	5	1	\$350	\$70	\$280
9.00	SWIMMING POOL								
9.01	Drainage Upgrade Allowance		\$667	2009	15	10	\$2,500	\$167	\$833
9.02	Plaster- Resurface		\$8,056	2003	12	1	\$9,667	\$806	\$8,861
9.03	Coping - Replace		\$800	2003	30	19	\$2,400	\$80	\$880
9.04	Tile - Replace		\$800	2003	30	19	\$2,400	\$80	\$880
9,05	Seal Coping/Deck Joint - Replace Mastic		\$600	2003	12	1	\$720	\$60	\$660
9.06	Rails - Replace		\$667	2003	30	19	\$2,000	\$67	\$733
9.07	Lights - Replace		\$200	2003	15	4	\$300	\$20	\$220
9.08	Heater - Replace		\$2,623	2000	15	1	\$3,027	\$202	\$2,825
9.09	Filter - Replace		\$2,070	2000	15	1	\$2,389	\$159	\$2,230
9.10	Filter Pump - Replace		\$784 \$650	2000 2000	15 15	1 1	\$905 \$750	\$60 \$50	\$845 \$700
9.11	Solar Controller - Replace		\$737	2000	15	1	\$850	\$57	\$700 \$793
9.12 9.13	Solar Pump - Replace Solar Panels - Replace		\$7,800	2000	15	1	\$9,000	\$600	\$8,400
9.14	Solar Panels - Structure Replace		\$4,680	2000	15	1	\$5,400	\$360	\$5,040
9.15	Pool Signs - Replace	300	\$167	2009	6	1	\$250	\$42	\$208
9.16	Pool Furniture Replacement Allowance		\$1,992	2004	12	2	\$2,656	\$221	\$2,213
10.00	SPA						, ,		
10.01	Pre-Fab Tub Replace		\$9,167	2002	12	0	\$10,000	\$833	\$(
10.02	Rails - Replace		\$367	2002	30	18	\$1,000	\$33	\$400
10.03	Heater - Replace		\$1,237	2006	15	7	\$2,650	\$177	\$1,413
10.04	Filter - Replace		\$2,248	1997	17	0	\$2,389	\$141	\$(
10.05	Filter Pump - Replace		\$815	2004	10	0	\$905	\$91	\$(
11.00	CLUBHOUSE INTERIOR								
11.01	Paint - Interior (Clubhouse)		\$2,096	2004	15	5	\$3,493	\$233	\$2,329
11.02	Carpet Floor- Replace		\$2,357	2005	15	6	\$4,420	\$295	\$2,652
11.03	Tile Floor - Replace - Aprox. 50% with spa		\$5,343	1979	35	0	\$5,500	\$157	31
11.04	Tile Floor - Replace		\$4,156	1979	45	10	\$5,500	\$122	\$4,278
11.05	Refrigerator - Replace		\$300	2004	15	5	\$500 \$300	\$33 \$20	\$333 \$60
11.06	Disposal - Replace		\$40 \$3,091	2011 1979	15 35	12 0	\$3,182	\$91	\$00 \$0
11.07 11.08	HVAC Unit - Replace Clubhouse & Sauna Fans - Replace		\$704	1994	20	0	\$3,162 \$741	\$37	S(
11.09	Sauna Room Rehabilitation & Door		\$4,746	1979	38	3	\$5,304	\$140	\$4,885
11.10	Sauna Mechanical - Replace		\$200	2011	30	27	\$3,000	\$100	\$300
11.11	Water Heater - Tankless		\$1,001	1996	18	0	\$1,060	\$59	\$(
11.12	Doors - Wood w/Glass		\$907	1979	45	10	\$1,200	\$27	\$93.
11.13	Doors - Solid Wood		\$1,813	1979	45	10	\$2,400	\$53	\$1,86
11.14	Lights		\$733	2004	35	25	\$2,850	\$81	\$814
11.15	Restroom Upgrade		\$6,000	2004	15	5	\$10,000	\$667	\$6,66
11.16	Kitchen Area Upgrade		\$3,000	2004	15	5	\$5,000	\$333	\$3,33
11.17	Furniture Replace		\$5,600	2005	10	1	\$7,000	\$700	\$6,300
12.00	CLUBHOUSE BUILDING EXTERIOR								
12.01	Clubhouse Deck & Stairs - Replace- Redwood		\$3,000	2008	25	19	\$15,000	\$600	\$3,60
12.02	Clubhouse Deck & Stairs- Sealing/Leak Maintenance		\$1,085	2010	4	0	\$1,446	\$362	\$
12.03	Doors - Wood/Glass Entry Doors		\$2,569	1979	45	10	\$3,400	\$76	\$2,64
12.04	Doors - Sold Wood Entry Door- Pool Equipment Room		\$453	1979	45	10	\$600	\$13	\$46
12.04	Doors - Metal/Glass Sliding Doors		\$2,708	1979	38	3	\$3,027	\$80	\$2,78

13.00	GARAGE & TRASH ENCLOSURE BUILDING EXTERIOR							
13.01	Doors - Garage Door & Trim Repair Allowance	\$1,400	2012	20	18	\$28,000	\$1,400	\$2,800
13.02	Doors - Single Car Garage Doors	\$53,550	1979	40	5	\$63,000	\$1,575	\$55,125
13.03	Doors - Wood/Glass Pedestrian Door	\$7,123	1979	38	3	\$7,961	\$210	\$7,333
13.04	Doors - Solid Wood Doors @ Walk In Garbages	\$1,800	2004	30	20	\$6,000	\$200	\$2,000
13.05	Trash Enclosure Rebuild Allowance	\$5,000	2008	10	4	\$10,000	\$1,000	\$6,000
14.00	RESIDENTIAL BUILDING EXTERIORS - STAIRS							
14.01	Straight Stairs & Landing - Replace (6) (Saarman)	\$18,700	1	30	18	\$51,000	\$1,700	\$20,400
14.02	Straight Stairs & Landing - Replace (3)	\$20,400	1989	30	5	\$25,500	\$850	\$21,250
14.03	U-Shaped Stairs & Landing - Replace (7) (Saarman)	\$38,500	2002	30	18	\$105,000	\$3,500	\$42,000
14.04	U-Shaped Stairs & Landing - Replace (2)	\$21,000	1992	30	8	\$30,000	\$1,000	\$22,000
14.05	L-Shaped Stairs & Landing - Replace (8) (Saarman)	\$35,200	2002	30	18	\$96,000	\$3,200	\$38,400
14.06	L-Shaped Stairs & Landing - Replace (1) - 504	\$2,000	2008	30	24	\$12,000	\$400	\$2,400
14.07	L-Shaped Stairs & Landing - Replace (3)	\$27,600	1990	30	6	\$36,000	\$1,200	\$28,800
14.08	Stairs & Landing - Repair Allowance	\$2,500	2013	1	0	\$2,500	\$2,500	\$2,500
15.00	RESIDENTIAL BUILDING EXTERIORS - BALCONIES	010 477	2002	70	10	634 000	\$1,133	\$13,600
15.01	Small Balconies - Replace (4) (Saarman)	\$12,467	ı	30	18	\$34,000	\$567	5g - 14 0m2 6 12 12 12 12 12 12 12 12 12 12 12 12 12
15.02	Small Balconies - Replace (2)	\$13,600	1989	30	5 0	\$17,000 \$25,500	\$823	\$14,167 \$0
15.03	Small Balconies - Replace (3)	\$24,677	1983	31 30		\$25,500 \$8,500	\$283	\$1,417
15.04	Small Balconies - Replace (1) - 4141	\$1,133	2009	30	25 18	\$425,500	\$14,183	\$170,200
15.05	Large Balconies Replace (23) (Saarman)	\$156,017	2002		17	\$92,500	\$3,083	\$40,083
15.06	Large Balconies Replace (5)	\$37,000	2001	30 30	13	\$185,000	\$6,167	\$104,833
15.07	Large Balconies Replace (10)	\$98,667	1997	30	9	\$185,000	\$6,167	\$104,555
15.08	Large Balconies Replace (10)	\$123,333	j	30	5	\$185,000	\$6,167	\$154,167
15.09	Large Balconies Replace (10)	\$148,000	1989	30 30	1	\$111,000	\$3,700	\$107,300
15.10	Large Balconies Replace (6)	\$103,600 \$4,933	1985 2009	30	25	\$37,000	\$1,233	\$6,167
15.11	Large Balconies Replace (1)-3108 & 4141	\$22,750	1985	32	3	\$26,000	\$813	\$23,563
15.12	Townhouse Balconies - Replace (2)	\$35,600	1979	38	3	\$39,788	\$1,047	\$36,647
15.13	Townhouse Balconies - Replace (3)	· 情報、所述を表示の表示が必要が必要。	2014	30 1	1	\$2,500	\$2,500	\$2,500
15.14	Repair Small, Large & Townhouse Balconies Allowance	\$2,500	2014	1	1	\$2,500	94,500	
16.00	BUILDING EXTERIOR - ROOFS	\$4,059	2012	5	3	\$20,297	\$4,059	\$8,119
16.01	Inspection & Repair Allowauce - All Roofing Components	\$700	2012	20	18	\$14,000	\$700	\$1,400
16.02	Flat Roof Replacement @ 550 Thain	\$250,689	2012	20	20	\$263,883	\$13,194	\$0
16.03	Flat Roof Replacement - Residences & Clubhouse	\$111,560		20	20	\$117,432	\$5,872	\$0
16.04	Flat Roof Replacement - Garages Gutters/Downspouts - Residences & Clubhouse	\$15,032	1	30	30	\$15,550	\$518	\$0
16.05	Gutters/Downsponts - Garages	\$16,948	1	30	30	\$17,532	\$584	\$0
16.06	Sloped Roof Replace - Ali - Partial Replacement ~ 1/3	\$168,171	2014	30	30	\$173,970	\$5,799	\$0
16.07		\$324,575	1	30	1	\$347,759	\$11,592	\$336,167
16.08 16.09	Sloped Roof Replace - All - Partial Replacement ~ 2/3 Chimney Caps / Spark Arrestors -	\$2,800		30	19	\$8,400	\$280	\$3,080
17.00	RESIDENTIAL BUILDING EXTERIORS - REPAIR/REPLA		•	30	17	50,100	(V)	
17.00	Doors - Entry Door & Hardware Allowance	\$5,000		1	0	\$5,000	\$5,000	\$5,000
17.01	Wood Siding/Shingle/Trim Ongoing Repairs	\$5,000	4	1	0	\$5,000	\$5,000	\$5,000
17.02	Termite Fumigation & Repairs (2006)	\$45,500	1	10	2	\$65,000	\$6,500	\$52,000
17.04	Termite - Annual Allowance	\$11,072	E .	1	1	\$11,072	\$11,072	\$11,072
17.04	Building Exterior Wood Repair/Replacement - every paint	\$120,000	F	6	1	\$180,000	\$30,000	\$150,000
17.06	Building Exterior Wood Repair/Replacement - every other	\$81,250	I	12	6	\$195,000	\$16,250	\$97,500
18.00	PAINTING & STAINING					4-24-000		
18.01	Paint - All Wood/Metal Components	\$95,481	2009	6	1	\$143,221	\$23,870	\$119,351
18.02	Stain - Wood Shingle	\$56,667	2009	6	1	\$85,000	\$14,167	\$70,833
19.00	MISCELLANEOUS & CONTINGENCIES				_	,	1	
19.01	Arborist Tree Report	\$4,243	2009	5	0	\$5,304	\$1,061	<b>S</b> (
19.02	Reserve Study - Annual	\$267		3	1	\$800	\$267	\$53.
19.03	Reserve Study - Annual	\$0		3	2	\$800	\$267	\$26
19.04	Reserve Study - Third Year Site Inspection	\$1,133	1	3	0	\$1,699	\$566	\$(
19.05	Underground Utility Iuspections & Repairs	\$5,000		1	0	\$5,000	\$5,000	\$5,00
19.06	CC&R Revisions	\$2,652		8	3	\$5,304	\$663	\$3,31
12,00	C COTAL AND MILLORD			_	_	.,		
		Total	Value of	Compo	uents:	\$4,153,363		
		Annual St	1	-	=	Pilot.	\$281,694	
						_		
		2013 End					1.2	2014 End

# 3.00 RESERVE STUDY COMPONENT SCHEDULE & PERCENT FUNDED CALCULATION

Total Dollars Necessary to be 100% Funded: \$2,761,066
Actual Dollars In Reserve Fund: \$1,524,254

Current Fund Deficiency: \$1,236,811
Current Per Unit Deficiency: \$19,028

Percent Funded: 55,21%

\$2,330,860 \$1,089,471 \$1,241,388 \$19,098

(Actual dollars/Total Dollars Necessary)

# NARRATIVE STATEMENTS

# PROPERTY DESCRIPTION & COMPONENT INCLUSION:

Barron Square HOA is a 65-member association located in Palo Alto, CA.

The Association is responsible for 13 residential buildings that were originally built in 1 phase in 1979. The Association is responsible for all components as the Board of Directors has interpreted the CC&Rs. For specific component inclusion based on that interpretation please refer to the Component Data or Schedule Sections.

### 5300(b)(4) - COMPONENT CONDITION:

The property is composed of a variety of components that are in a range of conditions due to their various ages and expected lives. The projections in this Reserve Study intend to maintain these components at an appropriate condition in the future; however, it is the Board's responsibility to investigate and cause the actual maintenance, repair and replacement projects at the appropriate time(s).

Per Davis-Stirling Section 5500 ((old 1365.5)), on a quarterly basis the Board will review actual reserve expenses compared to the year's proposed reserve expenses. Depending on each component's condition and available information at that time, the Board will determine to undertake repair and replacement projects as appropriate. Please refer to the Sections of Component Data and/or Component Schedule for specific details on component ages, expected lives, and remaining lives. A component with a negative remaining life does not necessarily mean the component is being deferred, but rather signifies that the component is past its statistically average life and will be reviewed annually until it is appropriate for replacement. If the Board has specifically determined to defer or not undertake a component's repair or replacement, that decision and its justification is required to be in meeting minutes and disclosed separately in the Annual Budget Report.

### 5300(b)(3,5,6,7,8) - FUNDING PLAN ANALYSIS & CALCULATIONS:

- 5300(b)(3) "the association shall provide the full reserve study plan upon request."
- Specific Details regarding the following statements can be viewed in the "30 YEAR FUNDING PLAN" (included with this Reserve Summary).
- 5300(b)(5) If applicable, the amount and commencement date of Board determined or anticipated special assessments will be shown and if a vote of the membership is required.
- 5300(b)(6) The mechanism(s) by which the board will fund the reserves, including assessments, borrowing, and/or use of other assets. Refer to 5300(b)(4) above for deferral/selected repair/replacements.
- 5300(b)(7) Procedures & methodology used for these calculations can be found in section "Procedures & Methodologies" (included with this Reserve Summary).
- 5300(b)(8) If applicable, details regarding outstanding loans can be found in the 5570 "Reserve Summary and Disclosure" (included with this summary) and/or separately in the Annual Budget Report.

The Reserve Study is a SERIES OF PROJECTIONS, and consequently the estimated lives and costs of components will likely CHANGE OVER TIME depending on a variety of factors such as future inflation rates, the level of preventative maintenance completed by future boards, unknown material defects, changes in technology, efficiency, and/or government regulations.

The Reserve Study is an evolving document that represents a moment in time covering a 30 year period. As required by The Davis-Stirling Act, we recommend that the Association review and update this Reserve Analysis on an annual basis to make adjustments for component expenditures and fluctuations in annual revenue, interest, and inflation.

# 30 YEAR RESERVE FUNDING PLAN

2013 Average unit per month reserve contribution \*1 = \$346.152013 Total annual reserve contribution \*1 = \$270,000

DESCRIPTION - 1ST 10 YEARS	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Projected Beginning Fund Balance *1	\$1,524,254	\$1,089,471	\$289,952	\$471,470	\$644,879	\$942,667	\$833,081	\$814,742	\$648,856	\$963,874
Proposed contribution % increase	10.94%	13.35%	4,00%	4.00%	4.00%	4.00%	4.00%	4,00%	4.00%	4.00%
Proposed avg. unit/month dollar increase	\$37.87	\$51.28	\$17.41	\$18.11	\$18,83	\$19.59	\$20.37	\$21.18	\$22.03	\$22,91
Proposed avg. unit/month contribution	\$384.02	\$435,31	\$452.72	\$470.83	\$489.66	\$509,25	\$529.62	\$550,80	\$572.83	\$595.75
Proposed Total Annual Contribution *1	\$299,538	\$339,538	\$353,120	\$367,244	\$381,934	\$397,211	\$413,100	\$429,624	\$446,809	\$464,681
Does increase require membership vote?										
Proposed avg. special assess per unit	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Does special assessment require vote?										
Income from other sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Fund Available	\$1,823,792	\$1,429,009	\$643,071	\$838,715	\$1,026,814	\$1,339,879	\$1,246,181	\$1,244,366	\$1,095,665	\$1,428,555
Proposed inflated yearly expenditures	-\$747,495	-\$1,142,563	-\$177,302	-\$201,633	-\$95,545	-\$516,871	-\$441,290	-\$603,357	-\$143,446	-\$333,599
Balance after expenditures	\$1,076,297	\$286,446	\$465,769	\$637,082	\$931,269	\$823,007	\$804,891	\$641,010	\$952,219	\$1,094,956
Interest on balance after tax	\$13,174	\$3,506	\$5,701	\$7,798	\$11,399	\$10,074	\$9,852	\$7,846	\$11,655	\$13,402
Minimum requested balance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent funded (if implemented) *2	46.74%	18.09%	26.47%	33,07%	42,18%	39.00%	38.50%	33.25%	43.22%	47.23%
Projected Year Ending Balance *3	\$1,089,471	\$289,952	\$471,470	\$644,879	\$942,667	\$833,081	\$814,742	\$648,856	\$963,874	\$1,108,358

DESCRIPTION - 2ND 10 YEARS	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Projected Beginning Fund Balance *1	\$1,108,358	\$1,416,842	\$1,741,431	\$2,074,054	\$1,565,204	\$1,980,397	\$2,453,590	\$2,864,846	\$3,230,510	\$2,021,221
Proposed contribution % increase	3.00%	3.00%	3,00%	3.00%	3.00%	3,00%	3.00%	3,00%	3.00%	3,00%
Proposed avg. unit/month dollar increase	\$17.87	\$18.41	\$18.96	\$19.53	\$20.12	\$20,72	\$21.34	\$21.98	\$22.64	\$23.32
Proposed avg. unit/month contribution	\$613.62	\$632.03	\$650,99	\$670,52	\$690,63	\$711.35	\$732.69	\$754,67	\$777.31	\$800,63
Proposed Total Annual Contribution *1	\$478,622	\$492,980	\$507,770	\$523,003	\$538,693	\$554,854	\$571,499	\$588,644	\$606,304	\$624,493
Does increase require membership vote?										
Proposed avg. special assess per unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Does special assessment require vote?										
Income from other sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Fund Available	\$1,586,980	\$1,909,823	\$2,249,200	\$2,597,057	\$2,103,897	\$2,535,250	\$3,025,090	\$3,453,490	\$3,836,814	\$2,645,713
Proposed inflated yearly expenditures	-\$187,270	-\$189,449	-\$200,226	-\$1,050,779	-\$147,447	-\$111,329	-\$194,885	-\$262,043	-\$1,840,034	-\$933,713
Balance after expenditures	\$1,399,710	\$1,720,373	\$2,048,975	\$1,546,278	\$1,956,450	\$2,423,922	\$2,830,204	\$3,191,447	\$1,996,780	\$1,712,001
Interest on balance after tax	\$17,132	\$21,057	\$25,079	\$18,926	\$23,947	\$29,669	\$34,642	\$39,063	\$24,441	\$20,955
Minimum requested balance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent funded (if implemented) *2	54.13%	59.93%	64.74%	57.70%	64.30%	70.00%	73.90%	76,75%	66,00%	62.81%
Projected Year Ending Balance *3	\$1,416,842	\$1,741,431	\$2,074,054	\$1,565,204	\$1,980,397	\$2,453,590	\$2,864,846	\$3,230,510	\$2,021,221	\$1,732,956

DESCRIPTION - 3RD 10 YEARS	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
Projected Beginning Fund Balance *1	\$1,732,956	\$1,449,665	\$1,949,663	\$2,299,004	\$2,878,363	\$3,428,311	\$3,019,784	\$3,637,960	\$4,314,798	\$5,003,108
Proposed contribution % increase	3,00%	3.00%	3.00%	3.00%	3.00%	3,00%	3,00%	3.00%	3.00%	3.00%
Proposed avg. unit/month dollar increase	\$24.02	\$24,74	\$25.48	\$26,25	\$27.03	\$27.84	\$28,68	\$29.54	\$30.43	\$31.34
Proposed avg. unit/month contribution	\$824.65	\$849.39	\$874.87	\$901.12	\$928,15	\$956.00	\$984.68	\$1,014.22	\$1,044.64	\$1,075.98
Proposed Total Annual Contribution *1	\$643,227	\$662,524	\$682,400	\$702,872	\$723,958	\$745,677	\$768,047	\$791,089	\$814,821	\$839,266
Does increase require membership vote?									****	
Proposed avg. special assess per unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Does special assessment require vote?										
Income from other sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Fund Available	\$2,376,183	\$2,112,189	\$2,632,063	\$3,001,876	\$3,602,321	\$4,173,988	\$3,787,831	\$4,429,048	\$5,129,619	\$5,842,374
Proposed inflated yearly expenditures	-\$944,048	-\$186,101	-\$360,858	-\$158,319	-\$215,465	-\$1,190,720	-\$193,861	-\$166,4 <b>2</b> 5	-\$187,009	-\$142,530
Balance after expenditures	\$1,432,135	\$1,926,087	\$2,271,205	\$2,843,557	\$3,386,856	\$2,983,268	\$3,593,969	\$4,262,623	\$4,942,610	\$5,699,843
Interest on balance after tax	\$17,529	\$23,575	\$27,800	\$34,805	\$41,455	\$36,515	\$43,990	\$52,175	\$60,498	\$69,766
Minimum requested balance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent funded (if implemented) *2	59,14%	67.89%	72.89%	78,78%	83.00%	81.39%	85.71%	89.16%	91.79%	93,93%
Projected Year Ending Balance *3	\$1,449,665	\$1,949,663	\$2,299,004	\$2,878,363	\$3,428,311	\$3,019,784	\$3,637,960	\$4,314,798	\$5,003,108	\$5,769,610

#### Barron Square HOA

# ASSESSMENT and RESERVE FUNDING DISCLOSURE SUMMARY For the Budget Year 2014 ending 12/31/14

Per Davis-Stirling Statute 5570 ((old 1365.2.5) Disclosure Form

(1)	The 2013 budgeted AVERAGE regular assessment per ownership interest is \$ 642.67 per month.
	The 2014 budgeted assessment per ownership interest can be found in the Annual Budget Report.
	Note: Assessments vary by the size or type of ownership interest and the assessment
	applicable to each ownership interest may be found in the attached Annual Budget Report.

applicable to duel stille.	omp mediot may so round in the attached in that badget report
	l assessments that have already been scheduled to be imposed e purpose, if they have been approved by the board and/or members:
Date assessment will be due	Amount per ownership interest per year: Purpose of assessment
TOTAL	
NOTE: If assessments you by	the size or type of ownership interest, the assessment

**NOTE:** If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found in the attached Pro Forma Budget. These assessments might be for purposes outside the scope of the current Reserve Study and have been included by the party preparing the Association's Annual Budget 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:



(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 year:

- (5) All major components are included in the Reserve Study and are included in its calculations.
- (6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 ((old 1365.2.5), the estimated amount required in the reserve fund at the end of the 2013 fiscal year is \$ 2,761,066 based in whole or in part on the last reserve study or update prepared by Reserve Analysis Consulting, LLC as of November, 2013. The projected reserve fund cash balance at the end of the current fiscal year is \$1,524,254, resulting in reserves being 55.21% funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$ N/A .

#### **Barron Square HOA**

(7.a.) 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 \$\frac{\*1}{2} \text{ See 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 \$\frac{\*2}{2} See Below, leaving the reserve at \$\frac{\*3}{2} See Below percent funding.

Budget Year	2014	2015	2016	2017	2018
*1 Estimated Amount Req'd in Fund to be 100%	\$2,330,860	\$1,602,775	\$1,780,848	\$1,950,056	\$2,234,612
*2 Reserve Balance (w/PREV. APPROVED DUES ONLY)	\$1,059,572	\$189,297	\$285,447	\$358,144	\$539,119
*3 Estimated Percent Funded	45.46%	11.81%	16.03%	18.37%	24.13%

(7.b.) If the Reserve Funding Plan approved by the Association is implemented, the projected reserve fund cash balance in each of those years will be \$\*4 See Below leaving the reserve at \*5 See Below percent funding.

Budget Year	2014	2015	2016	2017	2018
*1 Estimated Amount Req'd in Fund to be 100%	\$2,330,860	\$1,602,775	\$1,780,848	\$1,950,056	\$2,234,612
*4 Reserve Balance (IF FUND PLAN IMPLEMENTED)	\$1,089,471	\$289,952	\$471,470	\$644,879	\$942,667
*5 Estimated Percent Funded	46.74%	18.09%	26.47%	33.07%	42.18%

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 2 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3 percent per year.

- (b) For the purposes of preparing a summary pursuant to this section:
- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 5550 ((old 1365.5): Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- (3) The form set out in 5570 subdivision (a) shall accompany each Annual Budget Report or summary thereof that is delivered pursuant to section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision 5570 (a) is provided.
- (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

**Further Notes:** Please read the Requirements & Methodology in Section 2.00 and the Narrative Statements in Section 4.00 of this Financial Summary for important details concerning this Reserve Study's development.

# The Barron Square Homeowners Association

## ASSESSMENT COLLECTION POLICY

#### **Notice to Members:**

This document sets forth the Association's policy regarding the collection of assessments pursuant to the Association's Governing Documents and California Civil Code Sections 5600 - 5740.

#### 1.0 Assessments in General.

The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. Regular assessments are determined at least once annually and are payable during the year in Monthly installments or at such other intervals as the Board of Directors shall designate. The Association shall distribute the written notice described in Civil Code Section 5730 to each member of the Association during the 60-day period immediately preceding the beginning of the Association's fiscal year.

#### 2.0 Obligation to Pay Assessments.

A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with Civil Code Section 5650, shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's property from and after the time the Association causes a Notice of Delinquent Assessment (Lien) to be recorded with the County Recorder's Office of the County in which the property is located.

#### 3.0 Monetary Charge for Reimbursement to Association for Damage to Common Areas and Facilities.

A monetary charge imposed by the Association as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to common areas and facilities for which the member or the member's guests or tenants were responsible may become a lien against the member's separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c, provided the authority to impose a lien is set forth in the governing documents.

#### 4.0 Monetary Penalty Imposed by the Association as a Disciplinary Measure.

A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the governing instruments, except for the late payments, may not be characterized nor treated in the governing instruments as an assessment that may become a lien against the member's subdivision separate interest enforceable by the sale of the interest under Sections 2924, 2924b, and 2924c.

#### 5.0 Notice of Assessments.

Not less than 30 days nor more than 60 days before any increase in the regular assessment or any special assessment becomes due, the Association will give the owners notice of the assessment. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice. The Association can deliver notice of change of assessments via e-mail, if the owner has agreed in writing to accept Association documents via e-mail. The Board of Directors may elect from time to time to provide additional periodic statements of assessments and charges, but lack of such statements does not relieve the owners of the obligation to pay assessments.

#### 6.0 Designation of Agent.

The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, collection service, banking institution, law firm, attorney or other appropriate agent. A.S.A.P. Collection Services at 331 Piercy Road, San Jose, CA 95138 (408) 363-9600 is one of the designated agents authorized to administer this policy.

#### 7.0 Association Cannot Voluntarily Assign or Pledge the Association's Right to Collect.

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; however, the foregoing provision may 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. After the expiration of 30 days following the recording of a lien per the Covenants, Conditions and Restrictions (CC&R's), the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Section 2934a. Any sale by the trustee shall be conducted in accordance with Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Sections 2924c and 2924d.

#### 8.0 Due Date/ Delinquency Date of Assessments.

Unless otherwise specified by the Board or the governing documents, an assessment is due on the first of each month. An assessment, or any portion thereof, is delinquent if it has not been received as directed by the Board or its designated agent 15 days after it is due.

#### 9.0 Late Charges and Interest on Delinquent Amounts.

Delinquent accounts become subject to the following additional charges as contained in Civil Code section 5650 and the governing documents: costs of collection including reasonable attorney's fees; a late charge of \$10 or 10% of the delinquent assessment, whichever is greater and interest on all sums (including the delinquent assessment, collection fees and costs, and reasonable attorney's fees) at an annual interest rate not to exceed 12.00% commencing 30 days after the assessment becomes due; whether or not charged prior to collection. If it is determined the assessment was paid on time to the association the owner will not be liable to pay the charges, interest, and costs of collection.

#### 10.0 Collection Charges.

Any costs and fees incurred in setting up, processing and collecting delinquent amounts, including, without limitation, late charges, statement charges, monthly administrative charges, charges for preparation of delinquency notices or forward to collection charges, or request for a payment plan as well as the recordation of a lien or initiation of foreclosure proceedings, postage, copies, envelopes, labels, filing and recordation charges, delivery charges, and attorney's fees and costs, title searches, bankruptcy searches, pulling copies of grant deeds or property ownership history, address and or phone number verification searches, in addition to any other charges necessary to collect a delinquent assessment shall become an additional charge against the owner and the owner's property and shall be subject to collection action pursuant to this Policy.

#### 11.0 Application of Payments.

Neither the Association nor its designated agent has any obligation to accept partial payments on an assessment account. Unless stated otherwise in writing, partial payments accepted will be applied first to the oldest assessments owed, and, only after the assessments owed are paid in full will the payments be applied to the fees and costs of collection, attorney's fees, late charges, or interest. Owners may request a receipt and the association shall provide it. The receipt shall indicate the date of payment and the person who received it. Payments may be required to be made in certified funds, e.g. cashier's check or money order.

#### 12.0 Initial Delinquency Notice.

Once an assessment, or any portion thereof, has become delinquent, the owner may receive an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, which may be in the form of a letter, monthly statement, past due notice, or any other form of writing or notice from the Association or its designated agent.

#### 13.0 Notice of Intent to Record a Lien.

If an assessment account remains unpaid for 45 days after it is due, the Association or its designated agent shall, at least 30 days prior to recording a lien upon the separate interest of the owner of record, notify the owner in writing by certified mail all of the notice requirements pursuant to Civil Code Section 5660. Prior to recording a lien for delinquent assessments, the owner has the right to request to participate in dispute resolution pursuant to the Association's "Meet and Confer" program required in Civil Code Sections 5900 - 5920. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy as an ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

#### 14.0 Recording of Lien.

At the expiration of 30 days following the Notice of Intent to Record a Lien, the Association or its designated agent will without further notice to the owner, record a lien against the owner's property. The notice of delinquent assessment shall be mailed in the manner set forth in Section 2924b, to all record owners of the owner's interest in the common interest development no later than 10 calendar days after recordation.

#### 15.0 Association Lien Subordination.

A lien created pursuant to 14.0 Recording of Lien shall be prior to all other liens recorded subsequent to the notice of assessment, except that the declaration may provide for the subordination thereof to any other liens and encumbrances.

# 16.0 Recording of Release of Lien.

A release of lien will not be recorded until the entire balance of the owner's account is paid in full. All charges incurred in recording a Release of Lien, including reasonable attorney or agent fees and costs, will be charged to the account. Within 21 days of payment in full the Association shall record or cause to be recorded in the office of the county recorder a release of lien or notice of rescission and provide the owner of the separate interest a copy of the recorded release of lien.

#### 17.0 Lien Recorded In Error.

If it is determined that a lien previously recorded against a separate interest was recorded in error, the party who recorded the lien shall, within 21 calendar days, record or cause to be recorded in the office of the county recorder, a release of lien or notice of rescission and provide the owner of the separate interest a copy of the recorded document with a declaration stating that the recording was in error.

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#### 18.0 Foreclosure.

Judicial or Non Judicial foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the hen, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds one thousand eight hundred dollars (\$1,800) or the assessments are more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "Meet and Confer" program required in Civil Code Sections 5900 - 5920 or alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 - 5965. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy as an ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

#### 19.0 Deed in Lieu of Foreclosure.

Nothing in this section or in subdivision (a) of Section 726 of the Code of Civil Procedure prohibits actions against the owner of a separate interest to recover sums for which a lien is created or prohibits an association from taking a deed in lieu of foreclosure.

#### 20.0 Payment Plan Agreement.

An owner of a separate interest may submit a written request to meet with the Board of Directors, in executive session, to discuss a payment plan agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account in addition to assessments that will accrue during the payment plan period. The Association has no obligation to enter into such a payment agreement. If the Association accepts an agreement with the owner it shall be reasonable, as determined by the Board in its sole discretion, and in accordance with the standards for payment plans, if any exist. The payment agreement shall be in writing and will include a provision that additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Interest and administrative charges will accrue until the account is paid in full. The agreement will also include a provision that in the event of a default on the payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan. A lien will be recorded against the property to secure debt for the Association. The owner will be charged for the additional collection fees and costs to administer the payment plan. Payment plan requests outside of the Association's payment plan standards require Board approval. The board may designate a committee of one or more members to meet with an owner.

#### 21.0 Validation of Debt.

Unless an owner disputes the validity of the debt, or any portion thereof, within thirty (30) days after receipt of the notice pursuant to 13.0 Notice of Intent to Record a Lien, the debt will be assumed to be valid. Validation of the debt will be provided in writing, at no additional cost to the owner and will include 1) an itemized statement of the charges owed by the owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any 2) the Association's name and 3) the Association's mailing address.

#### 22.0 Disputes.

Federal law states that initial dispute can be either oral or in writing. State law requires disputes to be in writing. It is therefore recommended that all disputes be put in writing to avoid misunderstanding.

#### 23.0 Internal Dispute Resolution (IDR) Procedure, Meet And Confer.

An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "Meet and Confer" program required in Civil Code Sections 5900 - 5920. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy and serves as an official offer to the owner. See attached ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

#### 24.0 ADR - Alternative Dispute Resolution.

An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 - 5965 before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure. A summary of the ADR - Alternative Dispute Resolution Civil Code 5965 is attached as an ADDENDUM to this policy titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

#### 25.0 Owner has Right to Request Meeting with Board.

An owner has the right to request a meeting with the board. The board shall meet with the owner 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 13.0 Notice of Intent to Record a Lien, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

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#### 26.0 Owner has Right to Review Association Records.

Owner has the right to review the Association records, pursuant to Civil Code Section 5205. Owner should contact the Association's managing agent for the policies and procedures set forth to inspect the records.

27.0 Dispute Resolution, Meet And Confer Procedure Civil Code Section § 5920. See attached Addendum titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

#### 28.0 Other Remedies.

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

#### 29.0 Address of the Association and the Board of Directors.

For the purpose of OVERNIGHT PAYMENTS owners are directed to use the same mailing address that is used for mailing routine assessment payments, unless otherwise directed by the designated agent. For the purpose of CORRESPONDENCE owners are directed to use the mailing addresses of the designated agent, unless otherwise directed. These addresses are subject to change after the distribution of this policy. Notification of a change will be in writing to the membership through normal day-to-day correspondence from the association or its designated managing agent. It is the owners' responsibility to note any changes for their records.

#### 30.0 Returned Payments.

Payments returned for insufficient funds, closed account, stop payment or for any other reason will be charged back to the owners account in addition to any administrative fee, bank fee or collection fees and costs incurred to handle the returned payment. Personal checks will not be accepted if two payments are "Returned" by the bank for any reason.

#### 31.0 Sufficiency of Notice.

Except for notice that under California law must be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner at the address on the membership register at the time of notice. Notice is presumed received (3) three days after notice was mailed.

#### 32.0 Owner's Change of Address.

Owner is required to notify the Association of any change in the owner's name or mailing address. Upon receipt of a written request by an owner identifying a SECONDARY ADDRESS for purposes of collection notices, the Association shall send additional copies of any notices required by this section to the secondary address provided. The owner's request shall be in writing and shall be mailed to the Association in a manner that shall indicate the Association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

#### 33.0 Void Provisions.

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

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# ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR

#### DISPUTE RESOLUTION, MEET AND CONFER PROCEDURE CC § 5920

WHO MAY START: This procedure may be invoked by the Association or an Owner. Either party may make a written request to meet and confer to resolve a dispute. The Board shall designate a member of the Board to meet and confer.

WHO PARTICIPATES: When a written request for Dispute Resolution is received from an owner, the Association shall participate. If the Association makes a written request for an owner to participate, the owner may elect not to participate.

NON-PARTICIPATION BY THE OWNER: If the owner declines to participate, the Association may begin Alternative Dispute Resolution, pursuant to Civil Code § 5930.

#### IF THE OWNER PARTICIPATES. THEN THE MEET AND CONFER TAKES PLACE:

- A. Both parties shall meet and confer to resolve the dispute within forty-five (45) days of receipt of the written request by the other party.
- B. The meeting shall take place promptly at a mutually convenient time and place. Each party shall explain their position and shall confer in good faith to resolve the dispute.
- C. An agreement resolving the dispute by the parties shall be made in writing and dated and signed by the parties, including the Board designee on behalf of the Association.
- D. A written decision shall be made by the designated Board Member and delivered or received by the owner within ten (10) days after the meet and confer.
- E. If the owner participates, but the dispute is resolved other than by agreement of the owner, the owner shall have the right to appeal to the Association's Board of Directors.

#### APPEAL:

- A. If the owner disputes the resolution, an appeal must be taken to the Board of Directors within thirty (30) days of the date of the decision by the designated Board member.
- **B.** If there is an appeal, the Board must hear the Appeal at its next regularly scheduled meeting in executive session, then issue a written decision within ten (10) days.

#### NO CONFLICT:

A. The resolution must not be in conflict with the law or the governing documents.

- B. The agreement must be consistent with the authority granted to the Board of Directors or the Board must ratify the agreement.
- C. The written agreement, which is dated and signed by the parties, will bind both parties and be judicially enforceable.

NO FEE: No fee will be charged to the owner during this process.

EXCEPTIONS: Reasonable exceptions may be made to the time deadlines, in the discretion of the Board. Any exceptions will be made on a case-by-case basis.

TIME: The maximum time to act on a request by the owner is forty-five (45) days. Initiation to termination of the dispute will take no more than one hundred eighty (180) days.

#### ADR - ALTERNATIVE DISPUTE RESOLUTION CC § 5925 - 5965 [SUMMARY] As of January 1, 2006

- 1. If an association, owner or member of an association seeks either:
  - A. Declaratory or injunctive relief; or
  - B. Declaratory or injunctive relief and a claim for monetary damages not in excess of the jurisdictional limits of small claims court (as of January 1, 2012: \$10,000 for individuals or \$5,000 for homeowner association), other than for association assessments, concerning the enforcement of the governing documents; the parties shall submit their dispute to Alternative Dispute Resolution (ADR), such as mediation or arbitration. A Request for Resolution ("Request") begins the process and it shall include:
    - 1) A description of the dispute;
    - 2) A request for ADR
    - Notice that the party receiving the Request is required to respond within thirty (30) days or the Request will be deemed rejected.
  - C. This does not apply to small claims action.
  - D. Except as required by law, this does not apply to an assessment dispute.
- 2. 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.
- 3. If the Request is accepted, ADR shall be completed within ninety (90) days from the date of acceptance, or it can be extended by a written stipulation signed by both parties.

"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW."

4. Unless otherwise stated by the Association, this document serves as the Association's OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR and it serves as its procedure for the same.

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# Required Notice Regarding Assessments And Foreclosure \*Civil Code §5730 – Effective January 1, 2006

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)

# Required Notice Regarding Assessments And Foreclosure \*Civil Code §5730 – Effective January 1, 2006

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)

# BARRON SQUARE HOMEOWNERS ASSOCIATION

### **MEMBERS' RIGHT TO MINUTES**

The minutes, minutes proposed for adoption that are marked to indicate draft status, or a summary of the minutes, of any meeting of the Board of Directors of the Association, other than an executive session, shall be available to members within thirty (30) days of the meeting.

The minutes, proposed minutes, or summary of minutes shall be distributed to any member of the Association upon request and upon reimbursement of the Association's cost for making distribution [Civil Code section 1363.05(d)].

A written request may be sent to:

Barron Square Homeowners Association C/O PML Management 655 Mariners Island Blvd., Suite 301 San Mateo, CA 94404

# NOTICE OF RIGHT TO SUBMIT SECONDARY ADDRESS FOR COLLECTION NOTICES

An owner may make a written request to the Association of a secondary address to be used by the Association for collection notices. The written request shall be mailed to the Association in a manner that shall indicate receipt. The owner may identify or change a secondary address at any time [Civil Code section 1367.1(k)].

A written request may be sent to:

Barron Square Homeowners Association C/O PML Management 655 Mariners Island Blvd., Suite 301 San Mateo, CA 94404

It is recommended that this request be sent by overnight delivery or certified return receipt requested to comply with the law.

# BARRON SQUARE HOMEOWNERS ASSOCIATION PROCEDURE FOR ALTERATIONS OR MODIFICATIONS (PHYSICAL CHANGES)

## I. WHO MAY START:

This procedure is initiated by any homeowner seeking to make a physical change, alteration, modification, repair, and/or structural change to the owner's separate interest or to the Common Area, if written approval is required by the Association.

# 2, DESIGN HARMONY:

Keep in mind that this is a common interest development that has been planned with harmony in design and location of structures and topography.

# 3. REQUIREMENTS:

- A. Prior to construction, submit to the Association the following:
  - 1) An approved architectural change form; and
  - 2) Plans and specifications of the proposed change showing the nature, kind, shape, height, materials, colors, location(s) and other relevant information.
- B. Upon receipt by the Association, the Association shall make a written decision within thirty (30) days. The decision shall be approved, disapproved or approved with conditions.
  - 1) If the change is approved, the homeowner may proceed.
  - 2) If the change is disapproved, the written decision shall include an explanation of the reason the proposed change was disapproved.
    - a) If a proposed change is disapproved, the homeowner is entitled to reconsideration by the Board at an open meeting.
    - b) The homeowner has thirty (30) days from receipt of the decision to apply for reconsideration.
      - 1. Once received by the Board, it has thirty (30) days to schedule a reconsideration meeting.
      - 2. After the reconsideration meeting, the Board must issue a written decision within ten (10) days.

#### 4, EXCEPTIONS:

- A. Reasonable exceptions may be made to the time deadlines in the discretion of the Board.
- B. Any exceptions will be made on a case-by-case basis.

# 5. TIME:

Initiation to termination of this process should take no more than one hundred fifty (150) days.

## 6. NO CONFLICT:

The adopted change(s) shall not be in conflict with the governing documents, current law and/or local ordinances, rules, or procedures.

# 7. CHANGES/MODIFICATIONS THAT REQUIRE APPROVAL:

- A. Any renovations, additions, repairs or installations that would alter or modify the internal or external structure of any building.
- B. Any renovations, additions, repairs or installations that would visually impact the Common Area.
- C. Any alterations to or construction on the Common Area.
- D. Any fences, hedges, or walls, except within enclosed patios.
- E. Screens or fences to conceal storage.
- F. Installation of awnings, sunshades or screen doors.
- G. Installation of satellite dish or other type of audio/video receiver and solar energy system(s).

# BARRON SQUARE HOMEOWNERS ASSOCIATION

Thain Way • Palo Alto • California

# ARCHITECTURAL CONTROL APPROVAL REQUEST FORM

	Date:				
TO: ARCHITECTURAL CONTROL COMM	/ITTEE, C/O PML MANAGEMENT CORP.				
SUBJECT: REQUEST FOR APPROVAL OF PROPOSED CHANGE					
NAME: (print)					
PHONE: (h) ( )	(w) ( )				
EMAIL ADDRESS:					
ASSOCIATION ADDRESS:					
DESCRIPTION OF PROPOSED CHANGE	3				
of Palo Alto <i>prior</i> to actual construction Alto's Planning and Community Environment (a) Plandiv.info@cityofpaloalto.org to deimprovement(s) you are considering.	nents to residential property require a permit from the City ion and/or installation. Please contact the City of Palo ironment office at (650) 329-2441 or by email to etermine whether a permit is required for the property. If a permit is required by the city, the Board <u>requires</u> a copy of the permit and final inspection documentation				
	HOMEOWNER(S) SIGNATURE				
TWO COPIES OF YOUR	COPIES OF THIS COMPLETED FORM AND PLANS SO THAT THEY MAY BE DISTRIBUTED AL CONTROL COMMITTEE FOR APPROVAL,				
658 (650) 3	Management Corporation Mariners Island Bivd., #301 San Mateo, CA 94404 49-9113 ofc - (650) 349-9190 fax www.pmlmanagement.com				
ARCHITECTURAL CONTROL COMMITTE	E ACTION:				
APPROVED: DENIED:					
	EE COMMENT;				
	E SIGNATURES:				
	DATE:				

2013 Anth approquest form to

November 5, 2013

Barron Square Homeowners Association

RE: Annual Disclosure of Manager Certification Letter

Dear Owners,

The law states that I must provide this disclosure on an annual basis and/or prior to entering into or renewing a contract with a community association.

In accordance with the new disclosure requirements of Business and Professions Codes Section 11500-11506, I am providing the board of directors with the following information:

- 1. I have met the requirements of the Business and Professions Code Section 11502 and qualify as a certified common interest development manager.
- 2. I received my certification from the California Association of Community Managers, Inc., on August 4, 2006, and my certification is current and in good standing. Their address is: CACM, 23461 South Pointe Drive, Suite 200, Laguna Hills, CA 92653.
- 3. The location of my principle office is 655 Mariners Island Boulevard, Suite 301, in San Mateo, CA 94404.
- 4. The fidelity insurance of this management firm does not cover the operating and reserve funds of your association. Your association fidelity insurance policy provides coverage for the funds.

Feel free to contact CACM at 800-363-9771 or 949-916-2226 with any questions regarding my certification at the above listed numbers.

Sincerely

Deborah McGraw, CCAM

PML Management Corporation

# Eva Martin-Long, Agent License #0716139 State Farm Insurance Companies

10011 N. Foothill Blvd. Ste. 111, Cupertino, CA 95014 (408)973-0700 Fax (408)255-5615 evamartinlong.com



Providing Insurance and Financial Services

#### **BARRON SQUARE HOA**

CIVIL CODE 5300(b)(9)(effective 01/01/14) DISCLOSURE SUMMARY FORM

A. Property Insurance

Effective: 01/01/14-01/01/15
Blanket Building Insurance Limit:
Property Deductible:

**B.** General Liability

Effective: 01/01/14-01/01/15

Liability Limit: Deductible:

C. Directors & Officers Liability Effective: 01/01/14-01/01/15

Limit of Liability: Deductible:

D. Fidelity Bond

Effective: 06/05/13-06/05/14

Total Limit: Deductible:

E. Umbrella Liability

Effective: 01/01/14-01/01/15

Limit of Liability: Deductible:

F. Workers Compensation Effective: 05/13/13-05/13/14 STATE FARM GENERAL INSURANCE

Policy #: 97-B5-7532-8 \$16.168.500

\$16,168,50 \$5,000

STATE FARM GENERAL INSURANCE

Policy #: 97-B5-7532-8

\$1,000,000 per occurrence/\$2,000,000 aggregate

\$0

STATE FARM GENERAL INSURANCE

Policy #: 97-B5-7532-8

\$2,000,000

\$0

STATE FARM GENERAL INSURANCE

Policy #: 97-98-6383-2

\$800,000 \$250

STATE FARM GENERAL INSURANCE

Policy #: 97-B4-5021-9

\$5,000,000

\$0

STATE FARM GENERAL INSURANCE

Policy #: 97-BS-U574-6

This summary of the association's policies of insurance provides only certain information, as required by subdivision (b) (9) of Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property including personal property, or real property improvements to or around your dwelling. 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 broker or agent for appropriate additional coverage.

Eva Martin-Long State Farm Insurance

#### BARRON SQUARE HOMEOWNERS ASSOCIATION

Civil Code 1365 Insurance Disclosure Requirements December 31, 2012 to December 31, 2013 Policy Period

COMMERCIAL EARTHQUAKE

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Name of Insurer	QBE Specialty Insurance Company	
	\$18,647,943 Limit of	
Earthquake	Insurance	
	\$1,859,794 Combined	
	Demolition Cost & Increased	
Building Ordinance	Cost of Construction	
	15% (Subject to \$50,000	
Deductible	Minimum Per Occurrence)	

This summary of the Association's insurance policies provides certain information as required by subdivision (e) of Section 1365 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 payment of 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 the summary, the Association's policies may not cover your property, or real property improvements to or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any applicable deductible.

THIS SUMMARY DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THESE POLICIES. PLEASE READ YOUR POLICIES CAREFULLY.

WALTON & ASSOCIATES INSURANCE SERVICES
LICENSE #: 0D79626

Administered by Walton & Associates Insurance Services/Atlantic-Pacific Insurance Brokers, Inc. (877) 265-2801