

# UNIVERSITY SQUARE OWNERS ASSOCIATION

ANNUAL BUDGET DISCLOSURE STATEMENTS  
FOR YEAR  
BEGINNING JANUARY 1, 2016 - ENDING DECEMBER 31, 2016



Associa Northern California  
8000 Jarvis Avenue, Entry 2  
Newark, Ca 94560

[www.associanortherncalifornia.com](http://www.associanortherncalifornia.com)

## UNIVERSITY SQUARE OWNERS ASSOCIATION

c/o Associa Northern California  
8000 Jarvis Avenue, Entry 2  
Newark, CA 94560

November 30, 2015

Dear Member of University Square Owners Association,

In the following pages you will find documents pertaining to your Association's budget, policies, and disclosure requirements. Please take a moment to read these documents carefully as each is important to the operation of your association and may impact you or your home.

### Annual Budget Report

The most important document enclosed is your 2016 Operating Budget. The Board of Directors and Associa Northern California are tasked with ensuring a secure financial future of the Association's assets and your home value. The budget for 2016 was approved by the Board of Directors with the intent of providing this security as well as maintaining and enhancing the community's facilities, appearance, and resident's quality of life.

After review of previous years' expenses and anticipated future expenses, the Board of Directors has approved a Monthly Assessment for 2016 of: \$12. This represents an increase of 0%. The 2016 Monthly Assessment becomes effective January 1, 2016. Coupon books will be mailed to you prior to this date.

Also enclosed, please find the 2016 Reserve Study Summary and Funding Disclosure Summary. These documents review the Association's reserve fund. The reserve fund and the funding plan are established to provide for the maintenance and replacement of the Association's capital assets and major components. The Board of Directors does not anticipate a Special Assessment to provide adequate reserve funds to repair, replace, or restore any major association component.

### Annual Policy Statement

The Rules and Policies included in this package are important documents in the governance of your Association. Please read these documents carefully as they are guidelines for the Association, homeowners, and residents.

The Disclosure Documents are included to keep all owners aware of every owner's rights and responsibilities and applicable laws. While these disclosures are required by California Civil Code, we do feel it is important for all association members to be fully informed.

Thank you for your time in reviewing these important documents. We recommend you keep these documents with other important information about your home. This information can be helpful for working with the Association or in the sale or refinance of your home. If you should have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Associa Northern California

# UNIVERSITY SQUARE OWNERS ASSOCIATION

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**Budget Summary Report**  
**University Square Owners Assoc**  
**2016 Approved Budget - 217 units**

	<b>2015 Budget</b>	<b>2016 Budget</b>	<b>2016 Monthly Budget</b>	<b>Monthly Budget Per Unit</b>
<b>Assessment Income</b>				
4000 - Income from Member Fees	31,248.00	31,251.39	2,604.28	12.00
4002 - Income from Late Fees	0.00	0.00	0.00	0.00
<b>Total Assessment Income</b>	<b>31,248.00</b>	<b>31,251.39</b>	<b>2,604.28</b>	<b>12.00</b>
<b>Other Income</b>				
4835 - Miscellaneous Income	0.00	0.00	0.00	0.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total University Square Income</b>	<b>31,248.00</b>	<b>31,251.39</b>	<b>2,604.28</b>	<b>12.00</b>
<b>Administrative</b>				
5010 - Bad Debt	500.00	166.00	13.83	0.06
5025 - Collection Charges	0.00	0.00	0.00	0.00
5075 - Committee/Meeting Expense	500.00	0.00	0.00	0.00
5105 - Reserve Studies	375.00	375.00	31.25	0.14
5115 - Web Site Maintenance	0.00	40.00	3.33	0.02
5195 - Other Administrative Services	1,100.00	500.00	41.67	0.19
5205 - Escrow Transfer Fees	0.00	0.00	0.00	0.00
5210 - Printing & Copying	1,220.00	1,200.00	100.00	0.46
5215 - Postage	662.00	600.00	50.00	0.23
5400 - Insurance	3,300.00	3,530.84	294.24	1.36
6300 - Permits & Licenses	35.00	35.00	2.92	0.01
9000 - Federal Income Tax	100.00	35.00	2.92	0.01
9005 - State Income Tax	75.00	25.00	2.08	0.01
<b>Total Administrative</b>	<b>7,867.00</b>	<b>6,506.84</b>	<b>542.24</b>	<b>2.49</b>
<b>Contracted Services</b>				
6440 - Safety & Security	7,140.00	7,140.00	595.00	2.74
<b>Total Contracted Services</b>	<b>7,140.00</b>	<b>7,140.00</b>	<b>595.00</b>	<b>2.74</b>
<b>Repair &amp; Maintenance</b>				
6600 - General Repair & Maintenance	750.00	100.00	8.33	0.04
6795 - Other Supplies/Repair & Maintenance	500.00	175.00	14.58	0.07
<b>Total Repair &amp; Maintenance</b>	<b>1,250.00</b>	<b>275.00</b>	<b>22.91</b>	<b>0.11</b>
<b>Professional Services</b>				
7000 - Audit & Tax Services	395.00	500.00	41.67	0.19
7025 - Legal - Collections	500.00	167.00	13.92	0.06
7030 - Legal Services - General Counsel	500.00	167.00	13.92	0.06
7040 - Management Fees	13,596.00	13,821.60	1,151.80	5.31
<b>Total Professional Services</b>	<b>14,991.00</b>	<b>14,655.60</b>	<b>1,221.31</b>	<b>5.62</b>
<b>Other Expenses</b>				
9105 - Reserve Contribution	0.00	2,700.00	225.00	1.04
<b>Total Other Expenses</b>	<b>0.00</b>	<b>2,700.00</b>	<b>225.00</b>	<b>1.04</b>
<b>Total University Square Expense</b>	<b>31,248.00</b>	<b>31,277.44</b>	<b>2,606.46</b>	<b>12.00</b>

**Budget Summary Report**  
**University Square Owners Assoc**  
**2016 Approved Budget - 217 units**

	<u>2015 Budget</u>	<u>2016 Budget</u>	<u>2016 Monthly Budget</u>	<u>Monthly Budget Per Unit</u>
<b>Operating Funds</b>				
1600 - Prepaid Insurance	0.00	0.00	0.00	0.00
<b>Total Operating Funds</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total University Square Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Association Net Income / (Loss)</b>	<b>0.00</b>	<b>(26.05)</b>	<b>(2.18)</b>	<b>0.00</b>



# UNIVERSITY SQUARE OWNERS ASSOCIATION

## Insurance Disclosure

Insurance Carrier Name provides the following coverage:

Coverage Type	Limit	Deductible
Property	N/A	N/A
Liability	\$1,000,000.00- per Occurrence \$1,000,000.00- per Aggregate	\$0.00
Umbrella	\$2,000,000.00	\$0.00

Insurance Carrier Name provides the following coverage:

Coverage Type	Limit	Deductible
Fidelity and/or Crime	\$25,000.00	\$500.00

The Association's Insurance Agent is:

Socher Insurance Agency  
Cecelia Garza  
1065 E. Hillsdale Blvd. Suite 425  
Foster City, CA 94404

Phone: 877-317-9300

Email: hoainsurance.net

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

# UNIVERSITY SQUARE OWNERS ASSOCIATION

## Summary of the Association's Rule Enforcement Policy

It is the fiduciary responsibility of the Board of Directors to enforce the rules and regulations as stated in the CC&Rs and the Standing Rules. Owners are responsible for informing members of their family, guests, and tenants of the provisions of the governing documents. The Board of Directors has adopted the following procedures for noncompliance with these documents.

1. A letter shall be written to the Owner, and Resident if applicable, stating the violation of the CC&Rs and/or Standing Rules. If the Owner/Resident complies, no further action is necessary.
2. If there is no response and/or if the violation is not corrected, a second letter will be mailed to the Owner giving him/her notice to attend a Noncompliance Hearing. The notice shall specify the violation and state the date, time and place of the Hearing. If the Owner/Resident responds and/or complies, no action will be taken at this Hearing except for repeated and blatant violation of the same rules for which the Board may, at its discretion, still impose a fine.
3. A Hearing shall be held, whether or not the Owner attends. The Owner may bring witnesses, pictures or other evidence to the Hearing.
4. After hearing testimony the Association may impose fines, set conditions for continual noncompliance, suspend use of common area privileges, or take other action.
5. Fines assessed shall not be less than fifty dollars (\$50.00) per violation. Fines may be levied daily, weekly, per occurrence, or in any other manner as the Association determines necessary in order to bring compliance.
6. A Notice of Determination will be mailed out within ten (10) days after the Noncompliance Hearing.

### Appeal of Board Determination

An Owner may appeal to the Board of Directors to revise the determination if requested in writing no later than fifteen (15) days after receipt of the Notification of Determination.

*All owner(s) shall be fully responsible for informing members of their family, tenants, and guests of the provisions of the Governing Documents, and shall be fully responsible for any violation(s) of the provisions of the Governing Documents by members of their family, tenants or guests. All Owner(s) shall further be fully responsible for the conduct and activities of their pets or those of members of their family, tenants, or guests.*

# UNIVERSITY SQUARE OWNERS ASSOCIATION

## Summary of the Association's Delinquency Policy

Timely payment of regular and Special Assessments is of critical importance to the Association. Members' failure to pay assessments when due creates a cash flow problem for the Association and causes those owners who make timely payments of their assessments to bear a disproportionate share of the Community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent assessment accounts:

1. All regular assessments shall be due and payable on the first day of each month. Special Assessments shall be due and payable on the date(s) specified by the Board upon their adoption.
2. Assessments shall be delinquent on the 15<sup>th</sup> day of the month after they become due, if not actually received prior to such date.
3. A twenty-five dollar (\$25.00) service fee will be charged on all checks returned by the bank.
4. Prior to the time the Association retains counsel to handle an assessment delinquency, the mailing address for overnight payment of assessments to the Association is:

UNION BANK NORTHERN CALIFORNIA:  
HOA Remittance Services MC N06-001  
460 Hegenberger Road  
Oakland, CA 94621

5. If any assessment is not received, in full, prior to the delinquency date, a late charge of 10% shall be due, and the Association may then commence enforcement action in any manner permitted by law, subject to, and in accordance with, all applicable legal requirements. In such event, the Association may recover from the delinquent owner any reasonable costs, including attorneys' fees that the Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together with all delinquent assessments, late charges, interest or other charges due, to cure the delinquency.
6. If any assessment payment is due and unpaid for more than 30 days, interest shall be imposed on all sums due, including the delinquent assessments, collection costs (including attorneys' fees), and late charges, at the rate of 12% per annum.
7. Once any assessment is delinquent, the Association may cause a notice to be issued by certified mail to the owner's address of record of the existence and amount of the delinquency, and providing other relevant information ("Delinquency Notice").
8. Owners who dispute any amounts specified in a Delinquency Notice may submit a written request for dispute resolution to the Association under the Association's "meet and confer" dispute resolution program. If any such request is received by the Association, the Association will meet and confer with the owner making such request in accordance with the Association's "meet and confer" procedure.



## UNIVERSITY SQUARE OWNERS ASSOCIATION

9. Owners desiring a payment plan to resolve the delinquency giving rise to a Delinquency Notice may submit a written request for a meeting with the Board to discuss a payment plan. Provided that such request is mailed within 15 days of the date of the postmark on the Delinquency Notice, and a regular meeting of the Board is scheduled to occur within 45 days, the Board will meet with the owner in executive session. If there is no such scheduled meeting during such period, a committee of one or more members may be designated by the Board to meet with the owner and discuss such request. Payment plans shall contain such terms as the Board, or its designated committee, may approve on a case by case basis, shall be in writing, and shall be signed by the owner(s) and an authorized representative of the Association.
10. If a delinquency has not been paid within 30 days after the mailing of a Delinquency Notice, the Association may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment ("Lien") concerning all sums which are then due, including any assessments, late charges, costs, and reasonable attorneys' fees, to confirm and give public notice that the Association claims a lien against the delinquent owner's property which may be subject to foreclosure by either nonjudicial or judicial foreclosure.
11. From and after the recordation of a Lien, the Association may enforce the Lien, or otherwise pursue its rights to recover all unpaid assessments and related amounts due, in any manner permitted by law, including without limitation judicial or nonjudicial foreclosure, as the Association determines to be appropriate, subject to, and in accordance with, all applicable legal requirements.
12. Subject solely to the provisions of Paragraphs 8 and 9 above, (i) from and after the issuance of a Delinquency Notice, the Association, acting through counsel or any other authorized representative of the Association, may give written notice to the delinquent owner establishing a new address for all further communications to the Association relating to delinquent and/or newly accruing obligations for assessments and other charges due to the Association, and restricting the authorized addresses and/or recipients for any notices or other communications to the Association concerning, or during the pendency of, any delinquency proceedings relating to such Delinquency Notice; and (ii) once the Association has retained counsel to handle an assessment delinquency for the Association, communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien until any such delinquency is fully satisfied.
13. Owners have the right to submit a written request to the Association identifying a secondary address for the purposes of collection notices. If the Association receives any such written request designating or changing any such secondary address, the Association shall send a second copy of any legal notices or other required correspondence issued in support of the Association's assessment enforcement procedures to such secondary address from and after the time of actual receipt by the Association of any such request.

# UNIVERSITY SQUARE OWNERS ASSOCIATION

## 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 5600 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.

# UNIVERSITY SQUARE OWNERS ASSOCIATION

## *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)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

# UNIVERSITY SQUARE OWNERS ASSOCIATION

## Summary of Dispute Resolution Procedures

### *Internal Dispute Resolution (§5900)*

This section applies to 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 board shall designate a director 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 to its designee or the agreement is ratified by the board.

(d) A member may not be charged a fee to participate in the process.

# UNIVERSITY SQUARE OWNERS ASSOCIATION

## *Alternate Dispute Resolution (§5930)*

Effective January 1, 1994, the law in California strongly encourages procedures alternative to litigation to resolve disputes between homeowners and HOAs and its residents/owners. There are various forms of Alternative Dispute Resolution (hereinafter referred to as "ADR") including mediation and arbitration. If the Association is considering suing a homeowner relating to enforcement of the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), the Association must go through the preliminary steps of the procedure that are outlined below. If a homeowner is considering suing the Association for failure to enforce the governing documents or some other CC&R-based claim, the homeowner also must go through the preliminary procedure before filing a lawsuit. The steps are:

1. Either party must serve a "Request for Resolution" on the other party, either by certified mail (return receipt requested) or personal delivery. If a certified letter is sent out and no response is forthcoming, the personal delivery is required. The person who "serves" the Request for Resolution may not be a party to the action.
2. This Request for Resolution must include:
  - a. A brief description of the dispute between the parties;
  - b. A request for ADR; and,
  - c. A notice that the party receiving the Request for Resolution is required to respond within 30 days or it will be deemed rejected.
3. The party receiving a Request for Resolution has 30 days from the date he or she receives it to accept or reject ADR and if not accepted, it shall be deemed rejected.
4. If the party receiving the Request for Resolution agrees to ADR, the parties have 90 days to complete the process (more by agreement of the parties).
5. The costs of ADR shall be paid by the parties.
6. At the time either party files a civil action in court, that party must file a certificate stating that ADR has been completed in compliance with the law. Failure to file the certificate might be grounds for the other party to seek dismissal of the complaint. Conversely, the certificate should state that where the party filing the complaint served a Request for Resolution, it was either rejected or "deemed rejected" by the other party.
7. Exceptions to the process:
  - Where the time limit for bringing a legal action by a party would expire within 120 days;
  - Where temporary restraining orders or preliminary injunctions are needed immediately to stop a particular action;
  - Where either party would suffer substantial prejudice by delays caused by filing of the Request For Resolution; or,
  - Where any damage claim exceeds \$5,000.

Failure to follow the steps above would give a judge the right to decrease any attorney's fees award where either party of the lawsuit would otherwise be entitled to reimbursement of all reasonable attorney's fees under statute or contract.

**Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.**


# UNIVERSITY SQUARE OWNERS ASSOCIATION

## Summary of Approval Requirements for Physical Changes to the Property

Pursuant to the governing documents of the association, all members are required to seek permission from the Association to make physical changes to the property. Approval may be required for, but is not limited to, the following:

- Changes to the exterior of the property effecting the aesthetic or structural integrity of the property
- Any modifications to common area property
- Any modifications to the property effecting the structural integrity of common elements
- Any modifications to the property effecting the peaceful enjoyment of neighboring homes and residents

Your governing documents may have additional limitations and requirements beyond what is listed above.

 Members interested in making physical changes to the property should contact management and request an architectural modification form. Written request for modification must be received, reviewed, and approved by the Board of Directors at a meeting of the Board.

# University Square Owners Association

c/o Associa Northern California  
8000 Jarvis Avenue, Entry 2 – Newark, CA. 94560  
510.780.8587 Phone/ 510.780.7535

## Applicant Information

Homeowner Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Phone Number (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

## Contractor Information

Name of Contractor: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Original Application:

Modification to Original Application:

## Description of Improvement:

**\*\*Please attach drawings and detailed descriptions including manufacturer photos & model number\*\***

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Proposed Starting Date: \_\_\_\_\_

Proposed Completion Date: \_\_\_\_\_

**\*\*PLEASE NOTIFY PROPERTY MANGEMENT COMPANY OF ACTUAL DATE COMPLETED\*\***

**Note:**

1. Applicant agrees and understands that submission of this form alone does not fulfill all requirements for approval. The Board/Committee may require additional information in order to make a decision. Until all information has been received, the application stands disapproved.
2. Applicant understands that if a modification to plans are required by the Board/Committee, special conditions may be placed on the condition of the work.
3. Applicant understands that failure to receive City approval; where necessary, or Board/Committee approval, constitutes automatic authorization by the applicant to the Association to have the work brought into the conformance with approved plans, specification, and special requirements at the complete expense of the applicant/homeowner.

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**Architectural Committee Use Only**

**Approved by the Architectural Committee**

**Approved Subject to Conditions Outlined**

**Denied for Reasons Listed Below**

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**Architectural Committee Member Signature**

**Date**

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**Architectural Committee Member Signature**

**Date**



# UNIVERSITY SQUARE OWNERS ASSOCIATION

## General Disclosures

### *Delivering Communications to the Association (§4035)*

Members of the association may deliver official communications to the association by mail to the following address:

President of the Board  
c/o Associa Northern California  
8000 Jarvis Avenue, Entry 2  
Newark, CA 94560

### *Delivering Communications to a Member (§4040)*

Members may request, in writing, a secondary address to which the association shall deliver an additional copy of notices specified under this section of the Civil Code.

### *Notice of Meetings (§4045)*

Agendas and notices of meetings of the Board of Directors and Membership will be mailed, and/or posted on-site at <https://community.associawebsites.com/sites/UniversitySquareOwnersAssoc>.

### *Delivery of General Notices (§4045)*

A member may request to receive all general notices to be delivered by individual delivery pursuant to Section 4040 of the Civil Code.

### *Requests for Meeting Minutes (§4950)*

Minutes, proposed minutes, or summary of minutes, of association meetings (excluding minutes of Executive Session Meetings) shall be available within 30 days of the meeting.

Printed copies of the minutes can be provided upon receipt of written request provided to Associa Northern California. Please specify the date and type of meetings minutes you are requesting. There is a fee of \$2.00 per set of meetings minutes. The upfront fee is payable by check to Associa Northern California. Minutes may also be available at no cost on your association website.

University Square HOA

Re: Directions & Guidelines on Exterior Paint Color Selection

- A. Homeowners may select from six color schemes from the color board.
- B. Owners may also re-use their existing color scheme as long as the colors match EXACTLY and return to the same placement locations on the home.
- C. Colors have been specified from Kelly-Moore and Benjamin Moore. All colors must be made in EXACT sheens and finishes specified. Should a homeowner wish to use a different brand of paint, an EXACT match may be made in like sheen and finish.

*Definition of EXACT MATCH: Owners must cut a 1" X 1" sample of each color chosen. Go to the paint store, show the sales person the swatch and the specifications listed herein, and order the paint. When it is ready, put a dot of the paint on the 1"X1" sample, then, wait until it is completely dry. If it is difficult to see where the dot was applied, the match is good. If it is different, send the paint back to be exactly matched.*

- D. All colors have been expertly chosen to insure that no matter what a homeowner picks, the result will be in good taste and insure property value.

To select their own color scheme by looking at the color board, the homeowners must follow the following protocol:

1. Get a copy of the color specification of the selected color scheme, calling for names of colors or formulas. Make a color copy of the photograph which applies for the type of home color scheme.
2. Get a 1" X 1" swatch of each color chosen from the architectural committee color binder. Put the color number on the back.
3. Get a color copy of the "paint by number photo" of the number of colors desired. There is a minimum of two colors required, Main Body and Major Trim. Color #2 will be used on all homes as specified on the paint by number photos. A third or fourth "Accent" color may be selected. See "paint by number photo" for placement details.

*When using three or more colors, always select from the same scheme. For example, if Color #1A has been selected for the body, then Color #3A must accompany it.*

*If you would like a darker house you can simply paint the main body Color #3 and use Color #1 in place of Color #3 on the paint by number photos.*

4. Homeowners will not be allowed to paint the same colors within two properties down on either side or across the street or as specified by the architectural committee.
5. Front Doors may be painted owner's choice of Color Scheme #1 or #3 or Accent #2 or #4.
6. Garage Doors may be painted entirely Color Scheme #1 or #3 or Accent #2 or #4.
8. Timberline/Gaf roof colors are displayed on the color board and coordinated with each color scheme. Should a homeowner wish to use another brand, they must get a near match of the recommended color for their scheme.
9. Submit your choices to the University Square Architectural/Design Review Committee prior to painting your house. The C.C.& R. bylaws are in effect.

# SCHEME A

## *Color Specification*

**Color # 1A**    **LEGEND**

Kelly Moore custom #T37-2, in #1245 - a satin acrylic exterior finish.

**Placement**

Main body. Goes with Color #3A

**Color # 2**    **FROST**

Kelly-Moore #1245-14, a standard satin acrylic exterior finish.

**Placement**

Window and door casings, and sills    Optional: Major trim, which would replace Color #3.

Optional: Garage door and/or front door

**Color # 3A**    **DRAGONFLY**

Kelly Moore custom #T39-3, in #1245 satin acrylic exterior finish.

**Placement**

Major trim. Goes with Color #1A.    Optional: Garage door and front door.

Note: Homeowner may wish to use this as main body color for a darker look. Then #1A

**Color # 4**    **CHICAGO GRAY**

A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**

Optional Accent Color: Shutters and front door only.

Important note: There are six accent colors from which to choose on a separate list.

## *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate.

If the color base has changed, the supplier must exactly match to customer sample in like sheen and finish.

Put a

dot of the new "match" on my swatch. If it disappears after dry, it is an exact match. Otherwise send it back.

Test colors on building in designated areas for owner approval.

Get sample swatches and numbered photos showing color placement from HOA

# SCHEME B

## *Color Specification*

**Color # 1B**     **BIRCH GRAY Q8-38T**  
A custom Kelly Moore color in #1245, a satin exterior acrylic finish. May also be made up by Dunn Edwards, Standard brands, L & H and Roy Anderson paint companies.

**Placement**  
Main body. Goes with Color #3B

**Color # 2**     **FROST**  
Kelly-Moore #1245-14, a standard satin acrylic exterior finish.

**Placement**  
Window and door casings, and sills    Optional: Major trim, which would replace Color #3.  
Optional: Garage door and/or front door

**Color # 3B**     **ANTLER BROWN Q8-40D**  
A custom Kelly-Moore color in #1245, a satin acrylic exterior finish.

**Placement**  
Major trim. Goes with Color #1B.    Optional: Garage door and front door.  
Note: Homeowner may wish to use this as main body color for a darker look. Then #1A

**Color # 4**     **CHICAGO GRAY**  
A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**  
Optional Accent Color: Shutters and front door only.  
Important note: There are six accent colors from which to choose on a separate list.

## *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate.

If the color base has changed, the supplier must exactly match to customer sample in like sheen and finish. Put a dot of the new "match" on my swatch. If it disappears after dry, it is an exact match. Otherwise send it back.

Test colors on building in designated areas for owner approval.

Get sample swatches and numbered photos showing color placement from HOA

# SCHEME C

## *Color Specification*

**Color # 1C**     **MANILLA TAN PA-21358**  
ICI #551, a custom ICI color in low sheen acrylic exterior finish.

**Placement**  
Main body. Goes with Color #3C

**Color # 2**     **FROST**  
Kelly-Moore #1245-14, a standard satin acrylic exterior finish.

**Placement**  
Window and door casings, and sills    Optional: Major trim, which would replace Color #3.  
Optional: Garage door and/or front door

**Color # 3C**     **FORTRESS STONE PA-21359**  
ICI #472, a custom ICI color in low sheen acrylic exterior finish.

**Placement**  
Major trim. Goes with Color #1C.    Optional: Garage door and front door.  
Note: Homeowner may wish to use this as main body color for a darker look. Then #1C

**Color # 4**     **CHICAGO GRAY**  
A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**  
Optional Accent Color: Shutters and front door only.  
Important note: There are six accent colors from which to choose on a separate list.

## *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate.

If the color base has changed, the supplier must exactly match to customer sample in like sheen and finish. Put a dot of the new "match" on my swatch. If it disappears after dry, it is an exact match. Otherwise send it back.

Test colors on building in designated areas for owner approval.

Get sample swatches and numbered photos showing color placement from HOA

## SCHEME D

### *Color Specification*

**Color # 1D**    **GREY BIRCH PA-21356**

ICI #833, a custom ICI color in low sheen acrylic exterior finish.

**Placement**

Main body. Goes with Color #3D

**Color # 2**    **FROST**

Kelly-Moore #1245-14, a standard satin acrylic exterior finish.

**Placement**

Window and door casings, and sills    Optional: Major trim, which would replace Color #3.

Optional: Garage door and/or front door

**Color # 3D**    **KHAKI GREEN PA-21357**

ICI #830, a custom ICI color in low sheen acrylic exterior finish.

**Placement**

Major trim. Goes with Color #1D.    Optional: Garage door and front door.

Note: Homeowner may wish to use this as main body color for a darker look. Then #1D

**Color # 4**    **CHICAGO GRAY**

A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**

Optional Accent Color: Shutters and front door only.

Important note: There are six accent colors from which to choose on a separate list.

### *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate.

If the color base has changed, the supplier must exactly match to customer sample in like sheen and finish. Put a dot of the new "match" on my swatch. If it disappears after dry, it is an exact match. Otherwise send it back.

Test colors on building in designated areas for owner approval.

Get sample swatches and numbered photos showing color placement from HOA

# SCHEME E

## *Color Specification*

**Color # 1E MUSHROOM**

A custom Kelly Moore #1245 satin acrylic exterior finish. Quart Formula, 222 Base: C11, L8 1/2, R 1/4.

**Placement**

Main body. Goes with Color #3E

**Color # 2 FROST**

Kelly-Moore #1245-14, a standard satin acrylic exterior finish.

**Placement**

Window and door casings, and sills Optional: Major trim, which would replace Color #3.

Optional: Garage door and/or front door

**Color # 3E BERNARD BEACH**

KM4013-2, a custom Kelly-Moore color in #1245 low sheen acrylic exterior finish.

**Placement**

Major trim. Goes with Color #1E. Optional: Garage door and front door.

Note: Homeowner may wish to use this as main body color for a darker look. Then #1E

**Color # 4 CHI CHICAGO GRAY**

A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**

Optional Accent Color: Shutters and front door only.

Important note: There are six accent colors from which to choose on a separate list.

## *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate.

If the color base has changed, the supplier must exactly match to customer sample in like sheen and finish. Put a dot of the new "match" on my swatch. If it disappears after dry, it is an exact match. Otherwise send it back.

Test colors on building in designated areas for owner approval.

Get sample swatches and numbered photos showing color placement from HOA



# SCHEME F

## *Color Specification*

**Color # 1F**     **OLD MANSE**  
K-M N18-2 in #1245, a custom Kelly-Moore satin acrylic exterior finish.  
Gallon formula, #1245-222 Base: B-32, C-32, L-2Y32

**Placement**  
Main body. Goes with Color #3F

**Color # 2**     **FROST**  
Kelly-Moore #1245-14, a standard satin acrylic exterior finish.

**Placement**  
Window and door casings, and sills    Optional: Major trim, which would replace Color #3.  
Optional: Garage door and/or front door

**Color # 3F**     **LINDENWOOD**  
K-M N20-3 in #1245, a custom Kelly-Moore satin acrylic exterior finish.  
Gallon Formula, #1245-333 Base: B-Y16, C-Y16, L-5Y16

**Placement**  
Major trim. Goes with Color #1F.    Optional: Garage door and front door.  
Note: Homeowner may wish to use this as main body color for a darker look. Then #1F

**Color # 4**     **CHICAGO GRAY**  
A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**  
Optional Accent Color: Shutters and front door only.  
Important note: There are six accent colors from which to choose on a separate list.

## *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate.

If the color base has changed, the supplier must exactly match to customer sample in like sheen and finish. Put a dot of the new "match" on my swatch. If it disappears after dry, it is an exact match. Otherwise send it back.

## Color #4: Accents

### *Color Specification*

**Color # 4-1 CHICAGO GRAY**

A custom Kelly-Moore 1245-222-1Q, Q14-57 custom low sheen exterior finish. May also be made up by Dunn Edwards, Roy Anderson, L&H, Standard Brands.

**Placement**

Optional Accent: Shutters and/or front door only.

**Color # 4-2 CARBON BLACK**

K-M #1245-407, a standard Kelly-Moore satin acrylic exterior finish.

**Placement**

Optional Accent: Shutters and/or front door only.

**Color # 4-3 OXBLOOD SHADE**

Have Benjamin-Moore make up in #N103 Moorgard low-luster acrylic exterior finish. Base 4B,

QUART FORMULA: 20OY, 1X13MA, 19BK, 8OG, 10RX, 1WH. Gallon Formula: 2X16OY, 5X20MA, 2X12BK, 1XOG, 1X8RX, 4WH.

**Placement**

Optional Accent: Shutters and/or front door only.

**Color # 4-4 COLONIAL BLUE PA-21381**

Have Benjamin-Moore make up in Moorgard N103-4B base, low sheen latex exterior finish. Gallon Formula: 4XBK, 2X16WH, 4RD, 16OY, 2X8BB, 12OG. Quart Formula: 1XBK, 20WH, 1RD, 4OY, 18BB, 3OG. Absolutely No Substitutes Allowed.

**Placement**

Optional Accent: Shutters and/or front door only.

**Color # 4-5 CLEARFIELD**

KM3896-5, a custom Kelly-Moore color in #1245 low sheen acrylic exterior finish.

**Placement**

Optional Accent: Shutters and/or front door only.

**Color # 4-6 SOUL OF THE EARTH**

KM4072-5, a custom Kelly-Moore color in #1245 low sheen acrylic exterior finish.

**Placement**

Optional Accent: Shutters and/or front door only.

**Color # 4-7 HERITAGE RED**

BM EXT. RM W, an exterior Benjamin-Moore ready-mix color in N096 Moorglo semi-gloss 0acrylic exterior finish.

**Placement**

Optional Accent: Front door only.

### *General Recommendations*

Make sure paint matches enclosed samples, prior to leaving store because listed formulas may not be accurate. Homeowners may select ANY only specific Accent Color with specific Schemes.

# PRUNING GUIDELINES FOR SMALL TREES

*prepared for*

## The University Square Homeowners' Association

One of the advantages of living in University Square is the pallet of street trees. As the trees mature, they add a particular grade to the entire community. Mature trees, when properly maintained, increase property values and link the various neighborhoods together.

We highly recommend employing a qualified tree care professional who will provide the tree maintenance services your trees require. Please keep in mind, that this sheet of pruning guidelines provides a brief description of pruning methods. The Sunset Western Garden Book is an excellent source for the detailed information that will help you understand the importance and economic benefits of proper tree care.

That said, let's get started.

### **Why prune:**

Trees have survived for years without human assistance. However, in an urban situation growth must be properly directed to prevent harm to residents or damage to property. Pruning can enhance the beauty of a tree and make it the focal point of your landscape.

### **How often to prune:**

The pruning needs of trees vary by species. Light pruning during the first five years will ensure that a tree will develop a strong branch structure. If done correctly, pruning will be limited to once every two to six years.

### **When to prune:**

Prune during the late fall through winter (November through January). Do not prune when the temperature is below 40 degrees Fahrenheit or above 80 degrees Fahrenheit.

Prune flowering trees just after flowering. This will allow trees to develop flower buds for the following season.

### **How to prune:**

Study your tree and develop a plan before you pick up your tools. Have an image in your mind of what the tree will appear after pruning. Never remove more than 20% of the trees total foliage in any one year.

### **What tools to use:**

Work safely by staying alert and using the proper tools. Wear approved safety glasses, a hard hat and gloves to protect your eyes, head and hands while pruning.

Use the proper pruning tools. Only use sharp shears and blades. Pruning tools made by ARS and Felco have a history of reliability and ease of use. Certain pruning tools made by Corona are also good to consider.

**Removing a branch:**

Branch removals that require the use of a saw should be done in 3 phases. (See illustration 1.)

1. Make an undercut to avoid tearing bark.
2. Move the saw above the undercut and cut through the branch.
3. Cut the remaining stub at the branch collar.

**Reducing a branch:**

When reducing a branch, cut to a side branch or lateral that is at least half the diameter of the parent branch. If the branch is the diameter of a pencil you may cut back to a bud.

**What to cut:**

Remove dead, diseased, damaged or detrimental branches. Cut back to healthy tissue or to the branch collar at the trunk. (See illustration 2.)

**Root pruning:**

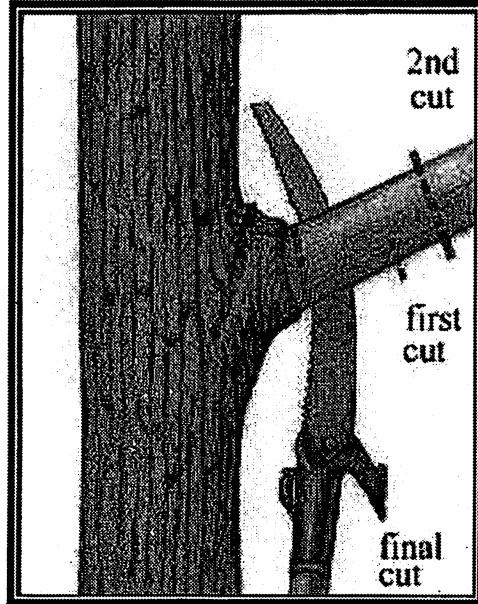
For trees less than 5 years old you may prune surface roots that are growing in the direction of the sidewalk or foundation. Cut the root at the edge of the planting basin with a sharp shovel inserted no more than 5 inches into the ground. Do not cut roots at the trunk unless it is a girdling root that is growing into the bark.

**DO NOT ATTEMPT TO PRUNE LARGE TREES:**

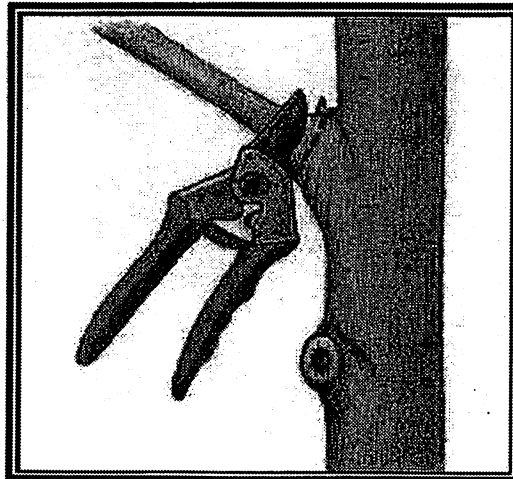
Hire a qualified professional for large trees. Trees with trunks 8 inches in diameter or more than 10 feet tall require the services of a qualified professional. Call a tree service that employs Certified Arborists or Certified Tree Workers. These are tree experts that have been qualified by the International Society of Arboriculture (ISA).

Finally, NEVER TOP TREES! Tree topping is the practice of removing a central leader or cutting back large branches. This practice damages the tree's structure and impacts its health. If believe your tree is too large, ask your property manager for assistance.

Illustrations of Pruning Cuts.  
Illustration 1.



\* Illustration 1.



\* Illustration 2.

\* Illustrations from the United States Department of Forestry.

University Square Owners Association

Associa Northern California

CALIF. GOV'T. CODE §12956.1 DISCLOSURE

(*eff.* 1/1/2012)

"If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income as defined in subdivision (p) of §12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to §12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status."

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