

# **UNIVERSITY SQUARE OWNERS' ASSOCIATION**

c/o LEGACY COMMUNITY MANAGEMENT, LLC

P.O. BOX 36248

SAN JOSE, CA 95158

(408) 677-3110

Fax: (408) 677-3779

E-Mail: [clarissa@legacycommunitymgt.com](mailto:clarissa@legacycommunitymgt.com)

November 30, 2016

Homeowner  
University Square Owners' Association

Re: Pro Forma Operating Budget for Fiscal Year 2017.

Dear Homeowner,

Enclosed is the fiscal year 2017 pro forma operating budget (Civil Code Section 5300(b)(1)).

There is an approximate 19% assessment increase for fiscal year 2017.

**Therefore, the yearly assessment rate will increase to \$172.00 effective January 1, 2017.**

If you are on the Association's automatic payment program (ACH) through Heritage Bank, you do not have to do anything regarding the deduction amount. The Association's bookkeeper will contact the bank for you and make the change.

## **REASONS FOR THE INCREASE:**

The primary reasons for the increase are landscaping (40% of the increase), legal fees (30% of the increase), and management & bookkeeping services (27% of the increase),

## **IMPORTANT INFORMATION REGARDING PAYMENTS:**

When you send us a check as a payment, you authorize us to clear your check electronically; thus, the funds may be withdrawn from your account as soon as the same day that your payment is made. If you usually get your checks back with your statement, you will not receive this check back from your financial institution.

## **ALSO ENCLOSED ARE THE FOLLOWING DOCUMENTS:**

1. Assessment rate distribution & operating expense allocation charts.
2. Reserve study information (Civil Code Section 5300(b)(2)), and deficit per unit disclosure (Civil Code Section 5565(d)).
3. Assessment and reserve funding disclosure summary (Civil Code Section 5570).
4. Annual policy statements (Civil Code Section 5310(a)1-12).
5. Association's collection policy (Civil Code Section 5310(a)(8)).
6. Notice assessments and foreclosure disclosure (Civil Code Section 5725(a)).
7. Summary of alternative dispute resolution law and procedures (Civil Code Section 5920 and 5965).
8. Fair housing policy (Government Code Section 12956.1).
9. Security and general disclosures.
10. Summary of the association's insurance coverage, deductible policy, and mold policy (Section 5300(b)(9)).
11. Board meeting minutes and records inspection policy (Civil Code Section 5310(a)(5)).
12. Annual address request notification (Civil Code Section 4041).
13. Resolution Regarding Imposition of Fines, Reimbursement Assessments and Other Discipline. (Civil Code Section 5725 and 5850).
14. Election Rules.
15. Architectural guidelines (Civil Code Section 4765).
16. Pruning guidelines for small trees.
17. Rental restriction information (Civil Code Section 4525(a)(9)).

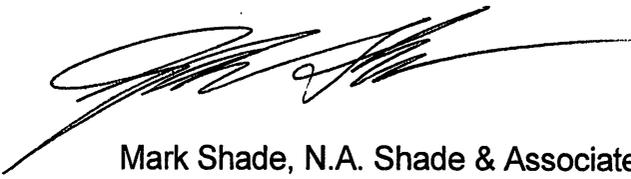
**OTHER INFORMATION:**

At the present time, the board of directors does not foresee the need for a special assessment now, or in the future, to fund the reserves (Civil Code Section 5300(b)(5)).

The Association does not have any outstanding loans at this time (Civil Code Section 5300(b)(8)). The Association does have rental restrictions contained in the governing documents (Civil Code Section 4525(a)(9)). As a homeowner, you are entitled to view the year-end annual report within 120 days of the end of the fiscal year (Corporations Code Section 8321).

If you have any questions about the budget, please do not hesitate to contact the Board of Directors.

Sincerely,



Mark Shade, N.A. Shade & Associates, LLC  
At the Instruction of the Board of Directors

**UNIVERSITY SQUARE OWNERS' ASSOCIATION**

**PRO FORMA OPERATING BUDGET**

**FOR THE YEAR ENDING**

**December 31, 2017**

**PREPARED AT THE DIRECTION OF THE BOARD OF DIRECTORS BY:**

**MARK SHADE**

**N.A. SHADE & ASSOCIATES, LLC**

***FINAL DRAFT: November 30, 2016***

**University Square Owners' Association  
Pro Forma Operating Budget  
For the Year Ending December 31, 2017**

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**N.A. SHADE & ASSOCIATES, LLC PRIVATE  
P.O. BOX 23117  
SAN JOSE, CA 95153  
(408) 225-3001  
FAX: (408) 225-2739**

November 30, 2016

Board of Directors  
University Square Owners Association

Re: Pro Forma Operating Budget for Fiscal Year 2017.

I have assisted the Board of Directors in the preparation of the accompanying pro-forma operating budget disclosure package for **University Square Owners' Association** as of November 30, 2016.

My preparation is limited to presenting in the form of forecast information, information that is the representation of the Board of Directors and does not include the evaluation of the support for the assumptions underlying the forecast. Therefore, I do not express any form of assurance on it, or the accompanying statements and forecasts included herein that are based on this support. The Assessment and Reserve Funding Disclosure Summary has been prepared with information provided by the Board of Directors. Therefore, the conclusions reached in this disclosure are the express opinions of the Board of Directors, and are not mine. Because events and circumstances frequently do not occur as expected, there will usually be differences between the forecasted and actual results. Those differences may be material. I have no responsibility to update this budget for events and circumstances occurring after the date of this budget preparation.

Per California Civil Code Section 5550, an Association is required to have a new reserve study performed every three years, and to update the study every year. Pursuant to the board of directors, however, the only major common area component the Association is responsible for is the fence shared with the Mt. Olive Baptist Church, and they estimate the current replacement cost to be approximately \$11,920.

The Association is responsible for 50% of this cost, or \$5,960. The gross budget for 2017, excluding the \$2,700 for reserve funding, is \$35,448, and 50% of this is \$17,724. Since \$5,960 is less than 50% of the gross budget, the Association is not required to perform a reserve study.

The omission of the reserve study information in the budget package and the

Assessment and Reserve Funding Disclosure Summary is based on the above representations to me by the board. If there are additional common area components, or the provided current cost of the fence is not accurate, I have no responsibility for the lack of compliance in the reserve disclosures for the fiscal year 2017 budget.



Mark Shade, Owner  
N.A. Shade & Associates, LLC

**OPERATING BUDGET  
FOR THE YEAR ENDING  
December 31, 2017**

University Square Owners Association  
 Operating Budget  
 For the Year Ending December 31, 2017

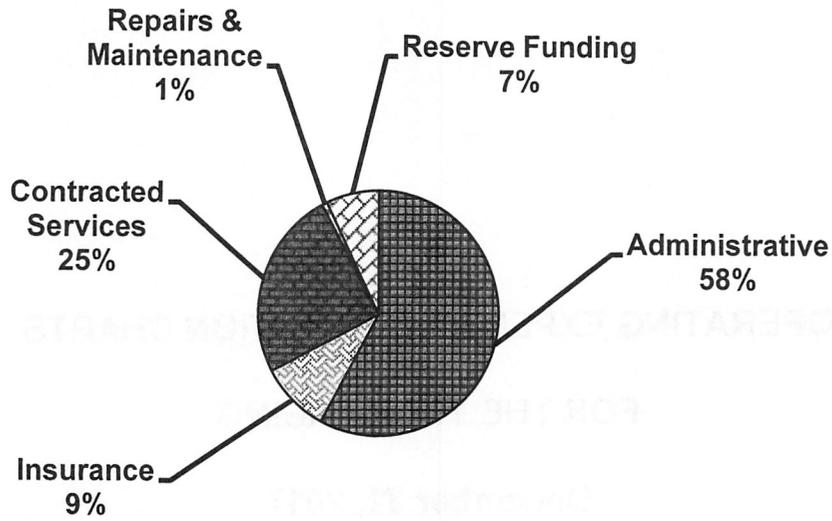
/----- Per Unit Per Year -----\

	<u>2017</u> <u>Annual</u>	<u>2017</u> <u>Monthly</u>	<u>2017</u>	<u>2016</u>	<u>Change</u> <u>Incr/(Decr)</u>
<b>REVENUES:</b>					
Regular Assessments	37,324.00	3,110.33	172.00	144.01	27.99
Special Assessments	0.00	0.00	0.00	0.00	0.00
Interest-Operating	24.00	2.00	0.11	0.00	0.11
Violations of CC & R's	800.00	66.67	3.69	0.00	3.69
<b>TOTAL REVENUES</b>	<u>38,148.00</u>	<u>3,179.00</u>	<u>175.80</u>	<u>144.01</u>	<u>31.78</u>
<b>EXPENDITURES:</b>					
<b>ADMINISTRATIVE</b>					
Meeting Expense	400.00	33.33	1.84	0.00	1.84
Miscellaneous Admin	500.00	41.67	2.30	2.30	0.00
Postage	700.00	58.33	3.23	2.76	0.46
Printing & Copying	1,500.00	125.00	6.91	5.53	1.38
Web Site Maintenance	40.00	3.33	0.18	0.18	0.00
Bad Debt Expense	750.00	62.50	3.46	0.76	2.69
Association Insurance	3,576.00	298.00	16.48	16.27	0.21
Collection Services	250.00	20.83	1.15	0.77	0.38
Legal Fees	2,000.00	166.67	9.22	0.77	8.45
Management Fee	11,040.00	920.00	50.88	63.70	(12.82)
Management Extras	1,500.00	125.00	6.91	0.00	6.91
Bookkeeping Services	2,500.00	208.33	11.52	0.00	11.52
Bookkeeping Extras	450.00	37.50	2.07	0.00	2.07
CPA Services	395.00	32.92	1.82	2.30	(0.48)
Reserve Study	0.00	0.00	0.00	1.73	(1.73)
Federal Income Taxes	0.00	0.00	0.00	0.16	(0.16)
State Income Taxes	10.00	0.83	0.05	0.12	(0.07)
State CID Forms	35.00	2.92	0.16	0.16	0.00
<b>TOTAL ADMINISTRATIVE</b>	<u>25,646.00</u>	<u>2,137.17</u>	<u>118.18</u>	<u>97.53</u>	<u>20.66</u>
<b>CONTRACTED SERVICES</b>					
Landscaping	2,400.00	200.00	11.06	0.00	11.06
Security Contract	7,140.00	595.00	32.90	32.90	0.00
<b>TOTAL CONTRACTED SERVICES</b>	<u>9,540.00</u>	<u>795.00</u>	<u>43.96</u>	<u>32.90</u>	<u>11.06</u>
<b>REPAIRS &amp; MAINTENANCE</b>					
General Repairs	262.00	21.83	1.21	0.46	0.75
Repairs & Maintenance-Other	0.00	0.00	0.00	0.81	(0.81)
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<u>262.00</u>	<u>21.83</u>	<u>1.21</u>	<u>1.27</u>	<u>(0.06)</u>
<b>TOTAL OPERATING EXPENDITURES</b>	<u>35,448.00</u>	<u>2,954.00</u>	<u>163.35</u>	<u>131.70</u>	<u>31.66</u>
<b>RESERVE FUNDING</b>					
Reserve Funding	2,700.00	225.00	12.44	12.44	0.00
<b>TOTAL RESERVE FUNDING</b>	<u>2,700.00</u>	<u>225.00</u>	<u>12.44</u>	<u>12.44</u>	<u>0.00</u>
<b>TOTAL EXPENDITURES</b>	<u>38,148.00</u>	<u>3,179.00</u>	<u>175.80</u>	<u>144.14</u>	<u>31.66</u>
<b>REVENUES LESS EXPENDITURES</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(0.12)</u>	<u>0.12</u>

**OPERATING EXPENSE ALLOCATION CHARTS**  
**FOR THE YEAR ENDING**  
**December 31, 2017**

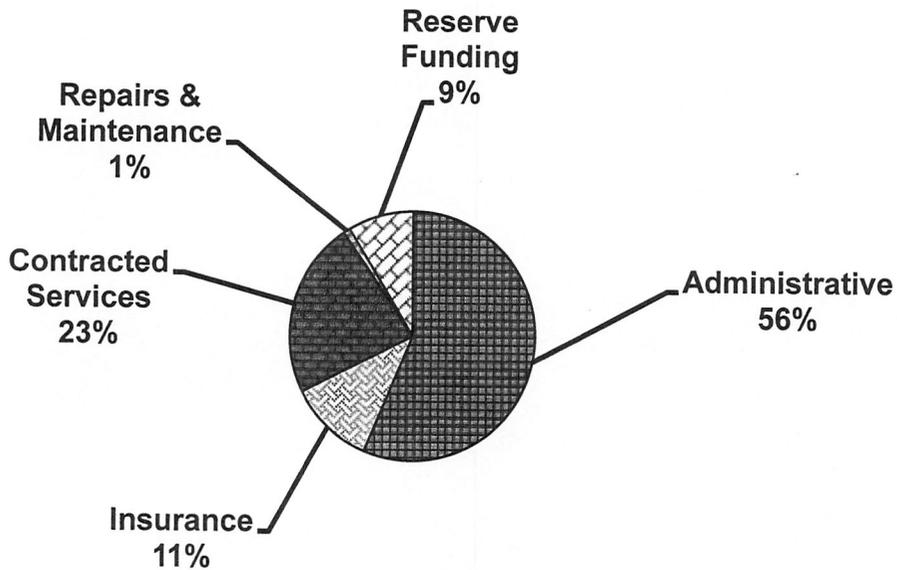
# UNIVERSITY SQUARE

Budget Year 2017 Expenditure Allocation



# UNIVERSITY SQUARE

Budget Year 2016 Expenditure Allocation



## RESERVE SCHEDULES & ANALYSIS

### FOR THE YEAR ENDING

December 31, 2017

#### Civil Code §5550(a). Reserve Study Requirements.

*At least once every three years, the board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the association, excluding the association's reserve account for that period. The board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the board's analysis of the reserve account requirements as a result of that review.*

Pursuant to the board of directors, the only major common area component the Association is responsible for is the fence shared with the Mt. Olive Baptist Church, and they estimate the current replacement cost to be approximately \$11,920. The Association is responsible for 50% of this cost, or \$5,960.

The gross budget for 2017, excluding the \$2,700 for reserve funding, is \$35,448, and 50% of this is \$17,724. Since \$5,960 is less than 50% of the gross budget, the Association is not required to perform a reserve study.

Pursuant to Civil Code Section 5300(b)(6), the Board plans to fund reserves to repair or replace major components from assessments only, not by borrowing, use of other assets, deferral of selected replacements or repairs, or alternative mechanisms.

Pursuant to Civil Code Section 5300 (b)(4), as of the date of this budget preparation, the board has not notified us of their intention to defer or not undertake repair or replacement of any of the major components with a remaining life of thirty years or less.

**ASSESSMENT AND RESERVE FUNDING DISCLOSURE  
SUMMARY**

**FOR THE YEAR ENDING**

**December 31, 2017**

**UNIVERSITY SQUARE OWNERS' ASSOCIATION  
ASSESSMENT AND RESERVE FUNDING  
DISCLOSURE SUMMARY  
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017**

**Assessment and Reserve Funding Disclosure Summary  
(Civil Code § 5570)**

(a) The disclosure required by this article in regard to an association or a property shall be summarized on the following form:

(1) The current assessment per ownership interest is \$172.00 per year.

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

Date assessment is due	Amount per ownership interest per month (if assessments are variable, see note immediately below)	Purpose of the assessment
	Total: NONE	

(3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes     No

**The preceding answer is the opinion of the board of directors, and it has been presented for this fiscal year only. It is based on their current reserve funding plan, but not on a reserve study, and this reserve funding plan assumes a funding rate of \$2,700 per year for the next thirty years.**

This plan assumes that economic assumptions, as well as the rate of wear of the Association's assets proceed as projected over the next thirty years. Any deviation of these assumptions could change the answer. **Hence this statement is valid only so much as the current projections hold true, and should not be relied upon as a definitive statement of the health of the Association's reserves for the next thirty years.** The Board of Directors will have to re-examine this statement on a yearly basis, and make changes if necessary.

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

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

(5) All major components, are included in the reserve study, and are included in its calculations. **SEE NOTE (A) BELOW**

(6) 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 the current fiscal year is approximately \$ **SEE NOTE (A) BELOW** based in whole or in part on the last reserve study or update prepared by **SEE NOTE (A) BELOW**. The projected reserve fund cash balance at the end of the current fiscal year is approximately \$ **SEE NOTE (A) BELOW** resulting in reserves being approximately **SEE NOTE (A) BELOW** % percent funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required amount is approximately \$N/A (unadjusted for expenditures called for in the reserve study that may not have been done).

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$ **SEE NOTE (A) 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 \$ **SEE NOTE (A) BELOW**, leaving the reserve at **SEE NOTE (A) BELOW** percent funding. If the reserve funding plan approved by the association is implemented, the project reserve fund cash balance in each of those years will be \$ **SEE NOTE (A) BELOW**, leaving the reserve at **SEE NOTE (A) BELOW** percent funding.

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 the reserve funds was .05% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.0% 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 55530. Components with an estimated 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 subdivision (a) shall accompany each pro forma operating budget 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 (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.

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.

DISCLAIMER: The information contained in this disclosure is a PROJECTION ONLY. Because the reserve study is a projection, the estimated lives and costs of components will likely change over time depending on a variety of factors such as (i) future inflation rates, (ii) levels of maintenance applied by future boards, (iii) unknown defects in materials that may lead to premature failures, etc. As a result, some components may experience longer lives while others may experience premature failures. Moreover, some components may cost less at the time of replacement, while others may cost more.

<b>NOTE (A)</b>
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**Civil Code §5550(a). Reserve Study Requirements.**

*At least once every three years, the board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the association is obligated to repair, replace, restore, or maintain as part of a study of the reserve account requirements of the common interest development, if the current replacement value of the major components is equal to or greater than one-half of the gross budget of the association, excluding the association's reserve account for that period. The*

*board shall review this study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the board's analysis of the reserve account requirements as a result of that review.*

Pursuant to the board of directors, the only major common area component the Association is responsible for is the fence shared with the Mt. Olive Baptist Church, and they estimate the current replacement cost to be approximately \$11,920. The Association is responsible for 50% of this cost, or \$5,960.

The gross budget for 2017, excluding the \$2,700 for reserve funding, is \$35,448, and 50% of this is \$17,724. Since \$5,960 is less than 50% of the gross budget, the Association is not required to perform a reserve study.

Furthermore, because the Association is not required to have a reserve study, they are not required to provide answers to questions (5) to (7) of the this disclosure summary.

**ADDITIONAL DISCLOSURES**

**FOR THE YEAR ENDING**

**December 31, 2017**

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, medical condition, genetic information, national origin, source of income as defined in subdivision (p) of section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 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.

**UNIVERSITY SQUARE OWNERS' ASSOCIATION ANNUAL  
POLICY STATEMENTS #1-12 FOR THE FISCAL YEAR ENDING  
DECEMBER 31, 2017**

- 1) Name & address of person designated to receive official communications to the association: Clarissa Argueta, Legacy Property Management, P.O. Box 36248 San Jose, CA 94086, phone: 408-677-3110, fax: 408-677-3779. .

In addition, the association has assented to receive delivery of official communications by the following electronic means: None.

- 2) Pursuant to subdivision (b) of California Civil Code Section 4040, a member may submit a request to have notices sent to up to two different mailing addresses.
- 3) Designated posting area for general notices (i.e. board meetings, etc.) is the light pole #0297 at Baines & Tate St., and the light pole #0302 at McNair & Mouton Circle on the premises of the association (Civil Code Section 4045).
- 4) Pursuant to subdivision (b) of California Civil Code Section 4045, a member has the right to receive general notices by individual delivery.
- 5) Pursuant to subdivision (b) of California Civil Code Section 4950, a member has the right to receive minutes of board meetings. Please see the enclosed "Board Meeting Minutes and Records Inspection Policy" for further information.
- 6) Please refer to the enclosed "Notice Regarding Assessment and Foreclosures" disclosure for the association's collection policies (Civil Code Section 5725(a) & 5850).
- 7) Please refer to the enclosed "Assessment Collection Policy" for the association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments.
- 8) Please refer to the enclosed "Resolution Regarding Imposition of Fines, Reimbursement Assessments and Other Discipline" for the association's discipline policy and fine policy (Civil Code Section 5725 and 5850).
- 9) Please refer to the enclosed "Summary of Alternative Dispute Resolution Law and Procedures" for the association's policies for alternative dispute resolution (Civil Code Sections 5900-5920 and 5965).
- 10) Please refer to the enclosed "Architectural Guidelines" for the association's requirements for approval of physical changes to property (Civil Code Section 4765).
- 11) Please refer to the enclosed "Assessment Collection Policy" for the address for

overnight payments.

- 12) The board reserves the right to distribute further information that is required by law or the governing documents as it becomes available.

# UNIVERSITY SQUARE ASSESSMENT COLLECTION POLICY

(Revised 11-30-16)

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions and Restrictions (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and California Civil Code Sections 5650, 5655, 5660, 5665, 5670, 5673, 5675, 5680, 5685, 5700, 5705, 5710, 5715, 5720, 5725, 5730, 5735, and 5740, the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (California Civil Code Section 5650).
2. Regular assessments are due and payable on the first day of each year. **It is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner. Payments will be applied to the oldest balance first in accordance with the criteria stated above.
4. Assessments not received in full within *fifteen (15)* days of the stated due date are delinquent and shall be subject to a late charge of *ten percent (10%)* of the yearly assessment for each delinquent assessment per unit.
5. An interest charge at the rate of *twelve percent (12%)* per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than sixty (60) days, all installments will be accelerated and the entire unpaid balance of the special assessment shall become immediately due and

payable. The remaining balance shall be subject to a late charge and interest as provided above.

7. Once any assessment is delinquent, the Association may cause a notice ("Delinquency Notice") to be issued by certified mail and first class mail to the owner's mailing address of record advising of the delinquent status of the account, providing other relevant information impending collection action, and the owner's right to request that the Association participate in some form of meet and confer/internal dispute resolution process ("IDR"). The owner can be charged a fee for the letter. Notwithstanding the provisions of this Paragraph, the Association may (i) send a letter to a delinquent Owner at any time when there is an open escrow involving the Owner's Unit/Lot, and/or (ii) issue a letter immediately if any Special Assessment becomes delinquent.
8. If an owner fails to pay the amounts set forth in the Delinquency Letter and fails to request IDR within thirty (30) days of the date of the Delinquency Letter, the Board shall decide, by majority vote in an Executive Session meeting whether to authorize the collection agent and/or attorney to enforce the obligations of the owner's obligation to pay each assessment by commencing and maintaining a suit of law against any owner who is personally obligated to pay a delinquent assessment(s). Any judgment rendered in any action shall include any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the owner's property. The Board of Directors must record their votes in the minutes of the next open meeting of the Board). The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property.
9. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
10. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interests, and costs of collection associated with collection of those assessments.
11. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the collection agent and/or attorney for delivery to the Association pursuant to Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the California Civil Code.
12. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the California Civil Code 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 a judicial foreclosure.
13. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to the collection agent and/or attorney to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the

postmark date of the pre-lien Letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. However, the owner is responsible for any payment plan processing fees charged for administering the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.

14. If a dispute exists between the owner of a separate interest and the association regarding 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 the amount in dispute does not exceed the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure, the owner of the separate interest may, but is not obligated to, in addition to pursuing dispute resolution pursuant to Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the California Civil Code, pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, pursuant to California Civil Code Section 5650, and commence an action in small claims court pursuant to Chapter 5.5 (commencing with Section 116.110) of Title 1 of the Code of Civil Procedure.
15. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association.
16. Prior to the dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
17. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
18. The Association shall charge the owner a Twenty-Five Dollar (\$25.00) fee for each check tendered to the Association that is returned unpaid by the owner's bank. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500.00) pursuant to Civil Code Section 1719.
19. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. Upon 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 Sections 5650-5675 of the California Civil Code to the secondary address provided. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An 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.

20. All charges listed herein are subject to change upon thirty (30) days' prior written notice.
21. Until the owner has paid all amounts due, including delinquent assessments, late charges, interest and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with a duly noticed hearing pursuant to California Civil Code Section 5855. However, any suspension imposed shall not prevent the delinquent owner from the use, benefit and pleasure of the owner's lot.
22. **The mailing address for overnight payment of assessments is:**

**Heritage Bank of Commerce,  
c/o HOA Specialty Banking  
150 Almaden Blvd.  
San Jose, CA 95113.**

The following "NOTICE REGARDING ASSESSMENTS AND FORECLOSURE CALIFORNIA CIVIL CODE 5730" is being provided pursuant to California law compliance requirements. However, pursuant to the CC & R's, the Association cannot file a lien against an owner, and, therefore, cannot foreclose on said lien. However, the information pertaining to "PAYMENTS" AND "MEETINGS AND PAYMENT PLANS" contained in this disclosure does apply to University Square owners.

**NOTICE REGARDING ASSESSMENTS AND FORECLOSURE CALIFORNIA  
CIVIL CODE §5730**

**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 California 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 non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

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

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

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method

of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

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

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

## **PAYMENTS**

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of the 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 timeshare 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 exist. (Section 5665 of the Civil Code)

The board of directors 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)

## **SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION LAW AND PROCEDURES**

Pursuant to the California Civil Code and other applicable law, the following notices and disclosures are provided:

1. Internal Dispute Resolution Procedures (California Civil Code Sections 5900-5920)
2. Alternative Dispute Resolution Procedures (California Civil Code Sections 5925-5965)

**INTERNAL DISPUTE RESOLUTION PROCEDURE**  
(Civil Code §§ 5900-5920)

**1. WHO MAY START:**

This procedure may be invoked by the Association or an owner. Either 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.

**2. WHO PARTICIPATES:**

- A. When a written request for Internal Dispute Resolution (or Meet and Confer) is received from an owner, the Association shall participate.
- B. If the Association makes a written request for an owner to participate, the owner may elect not to participate.

**3. NON-PARTICIPATION BY THE OWNER:**

If the owner declines to participate, the Association shall begin Alternative Dispute Resolution, pursuant to Civil Code §§ 5925-5965.

**4. 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. An attorney or other person may be present to assist an owner or Association, at the party's cost. If an attorney is to be present, the member shall notify the Board, in writing, ten (10) days before the hearing. If an attorney appears at the meeting, without notice, the meeting will be rescheduled. Each party shall explain his/her position and shall confer in good faith to resolve the dispute.
- C. 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.
- D. A resolution of the dispute agreed to by the parties shall be made in writing and dated and signed by the parties, including the Board designee on behalf of the Association.
- 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.

**5. IF BOTH PARTIES DO NOT AGREE:**

If after the meet and confer, the parties do not mutually agree, then a neutral third party (who is mutually agreeable to both parties) shall resolve the dispute within forty-five (45) days. A written decision shall be made by the neutral within ten (10) days after their meeting.

**6. 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.

**7. 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 agreement must be ratified by the Board.

C. The written agreement, which is dated and signed by the parties, will bind both parties and be judicially enforceable.

**8. NO FEE:**

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

**9. 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.

**10. TIME:**

A. The maximum time to act on a request by the owner is forty-five (45) days.

B. Initiation to termination of the dispute will take no more than one-hundred eighty (180) days.

## **Dispute Resolution**

### **Disclosure Addendum to Pro Forma Operating and Reserve Budgets**

Pursuant to the California Civil Code and other applicable law, the following notices and disclosures are provided:

#### **External Dispute Resolution Process (California Civil Code 5925 and following)**

The following is a summary of the provisions of Article 3 of the California Civil Code Section 5925 and following. This statute generally requires that disputes between members or between the Association and a member regarding the meaning or enforcement of the governing documents, the Davis Stirling Act, or the Nonprofit Mutual Benefit Corporation Law, be initially referred to a form of alternative dispute resolution, such as mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution may be binding or non-binding at the option of the parties. The procedure does not apply to a small claims action and is not generally applicable to an assessment dispute.

The required dispute resolution process is commenced by the service of a Request for Resolution on the other party which includes a brief description of the dispute between the parties, a request for alternative dispute resolution, and a notice that the party receiving the Request for Resolution is required to respond within thirty (30) days after receipt, or it will be deemed rejected. A complete copy of certain statutes must be served with the form. A copy of these statutes is available through the Association's management representatives. Service must be personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the Request is served actual notice of the Request.

When the Request for Resolution is received, the responding party has thirty (30) days to accept or reject alternative dispute resolution. If it is accepted, the process is to be completed within (90) days, unless extended by written agreement of both parties. The statute further provides that the cost of the dispute resolution process is to borne by the parties. If the responding party fails to respond within thirty (30) days, the Request is deemed rejected.

Under this law, the trial court may consider a party's refusal to participate in alternative dispute resolution prior to litigation in determining the amount of attorney's fees and costs to be awarded.

Pursuant to California Civil Code Section 5965 (a), the Association provides you with the following notification:

Failure by any member of the Association to comply with the alternative dispute resolution requirements of Section 5930 of the California Civil Code may result in the

loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

## **Fair Housing Policy**

The Association does not discriminate on the basis of age, race, sex, sexual orientation, marital status, national origin, ancestry, color, disability, medical condition, religion or source of income.

## **ASSOCIATION SECURITY DISCLAIMER:**

The Association does not, and cannot, guarantee a crime-free community and does not guarantee the security of any residence, resident, visitor, or personal property. It is possible for someone to enter the property under false pretenses to commit crimes, for residents to commit crimes against their neighbors, for guests of residents to commit crimes, and for employees or contractors to commit crimes. As a result, the Association is not and can never be free of crime and cannot guarantee your safety or security. You should NOT rely on the Association to protect you from loss or harm—you should provide for your own security by taking common sense precautions, including but not limited to carrying insurance against loss; keeping your doors locked; refusing to open your door to strangers; asking workmen for identification; installation of a security system; locking your car; not leaving items visible in your vehicle; etc.

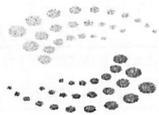
## **GENERAL POLICY STATEMENTS:**

The Association and its officers, directors, and management company, are committed to running the Association in a legal and neighborly manner. Accordingly, we wish to remind the members of the Association and their residents or tenants of the following:

As provided for under federal and state fair housing laws, it is illegal to discriminate against any person because of his or her race, national origin, religion, sex, physical or mental disability, familial status, marital status, sexual orientation, age, or source of income. The Association is operated in accordance with these laws as provided for in 42 U.S.C. Section 3601, et. Seq.

Specifically, the Association does not:

- Discriminate against any person in the terms or conditions of residing in the complex, or in the provision of services or facilities, because of that person's membership in one or more of the protected classes listed above; nor
- Condone or tolerate any acts or coercion or intimidation, threats or interference by any of our employees, agents or residents toward any other owner or resident because he or she is a member of one or more of the protected classes listed above.
- Tolerate either the creation or fostering of a hostile living environment by any homeowner, resident or tenant at the Association, nor do we tolerate any harassing or otherwise hostile conduct by any homeowner, resident or tenant towards any other homeowner, resident or tenant.



**SOCHER**

Corporate Headquarters  
1350 Old Bayshore Hwy., Suite 630  
Burlingame, CA 94010

East Bay Office  
7901 Stoneridge Dr., Suite 445  
Pleasanton, CA 94588

Socher Insurance Agency, Inc.  
Toll-Free: 877.317.9300  
Fax: 877.317.9305  
www.hoainsurance.net  
CA Broker License: #0C97535

May 2, 2016

**University Square Owners Association**  
Civil Code 5300(b)(9) Disclosure Summary Form

\*\*Common Area Property: No Coverage exists through our Agency

General Liability: Granite State Insurance Company: 05/01/16 – 05/01/17  
\$1,000,000 per occurrence/\$2,000,000 general aggregate with a \$0 deductible.  
\$1,000,000 Non-owned and Hired Automobile Liability is included in this policy.

Umbrella Liability: Great American Insurance Company: 05/01/16 – 05/01/17  
\$2,000,000 Umbrella Liability Limit. \$0 Deductible

Directors and Officers Liability: Continental Casualty Company: 05/01/16 – 05/01/17  
\$1,000,000 Directors & Officers Liability Limit. \$1,000 Deductible.

Fidelity Bond: Granite State Insurance Company: 05/01/16 – 05/01/17  
\$60,000 Fidelity Bond Coverage. \$1,000 Deductible.

Earthquake (DIC): No coverage exists through our Agency.

Workers Compensation: No coverage exists through our Agency.

Flood: No coverage exists through our Agency.

**This summary of the Association's policies of insurance provides only certain information, as required by subdivision (b) 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, 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.**

***\*\*Coverage is Common Area Only. Each homeowner is responsible for insuring their own dwelling.***



# CERTIFICATE OF PROPERTY INSURANCE

OP ID: AC

DATE (MM/DD/YYYY)

06/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Socher Insurance Agency, Inc. 1350 Old Bayshore Highway Suite 630 Burlingame, CA 94010 House Account		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID: <b>UNIVE-1</b>	
<b>INSURED</b> University Square Owners' Association c/o Legacy Community Management P.O. Box 36248 San Jose, CA 95158		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: <b>Granite State Insurance Co</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/>	PROPERTY				BUILDING	\$
	<input type="checkbox"/>	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	<input type="checkbox"/>	BASIC				BUSINESS INCOME	\$
	<input type="checkbox"/>	BROAD				EXTRA EXPENSE	\$
	<input type="checkbox"/>	SPECIAL				RENTAL VALUE	\$
	<input type="checkbox"/>	EARTHQUAKE				BLANKET BUILDING	\$
	<input type="checkbox"/>	WIND				BLANKET PERS PROP	\$
	<input type="checkbox"/>	FLOOD				BLANKET BLDG & PP	\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY				\$
	<input type="checkbox"/>	CAUSES OF LOSS					\$
	<input type="checkbox"/>	NAMED PERILS	POLICY NUMBER				\$
	<input type="checkbox"/>						\$
A	<input checked="" type="checkbox"/>	CRIME	02-LX-8999505-10	05/01/2016	05/01/2017	X Bond Limit	\$ 60,000
		TYPE OF POLICY				X Deductible	\$ 1,000
		<b>Employee Dishonesty</b>					\$
	<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$
	<input type="checkbox"/>						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See ACORD 24 for remaining coverages.

<b>CERTIFICATE HOLDER</b>  For Informational Purposes		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Aletta Coffo</i>	
<b>FORINFO</b>			



## **UNIVERSITY SQUARE OWNERS' ASSOCIATION**

### **BOARD MEETING MINUTES AND RECORDS INSPECTION POLICY**

The Board of Directors meeting minutes, and documents specified by AB 1098, are available for inspection by all homeowners, or their designated agent (proof provided in writing), at any time. Documents other than Board of Director meeting minutes can only be inspected for the current fiscal year, and two preceding fiscal years only.

Homeowners have the right to receive approved minutes, an unapproved draft, or a summary of the minutes within thirty (30) days of a board meeting upon a homeowners request and upon reimbursement of association's cost to distribute the minutes.

The association records are located in the office of management, accounting and with the Board of Directors. Records can only be inspected upon written request submitted to the Board of Directors. Once the request has been received, the homeowner will be contacted to set up an appointment for inspection within ten business days. Records cannot be inspected without an appointment. Information that is deemed "reasonably likely to compromise the privacy of an individual member of the association", and other items as defined by AB 1098, as well as executive session minutes may not be inspected.

Records may be copied at a rate of \$.13 a page, and must be paid by the requestor. In addition, the association may charge for the time spent on redaction of important information that might lead to identity theft, fraud, or is privileged by law.

**ANNUAL ADDRESS REQUEST NOTIFICATION**  
**(Civil Code Section 4041)**

4041. (a) An owner of a separate interest shall, on an annual basis, provide written notice to the association of all of the following:

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

(b) The association shall solicit these annual notices of each owner and, at least 30 days prior to making its own required disclosure under Section 5300, shall enter the data into its books and records.

(c) If an owner fails to provide the notices set forth in paragraphs (1) and (2) of subdivision (a), the property address shall be deemed to be the address to which notices are to be delivered.

**University Square Owners' Association**

**Resolution Regarding Imposition of  
Fines, Reimbursement Assessments and Other Discipline**

**Authority and Statement of Purpose**

A. Section 3.2 of the Bylaws of University Square Owners' Association (the "Bylaws") provides that the governing body of University Square Owners' Association (the "Association") shall be the Board; and

B. Section 7.4 of the Declaration of Covenants, Conditions and Restrictions of University Square (the "Declaration") empowers the Board to adopt rules concerning the use of the Common Area; and

C. Section 10.2.1 of the Declaration authorizes the Board to impose monetary penalties and suspend the voting rights of members subject to the due process requirements imposed by Section 2.21 of the Declaration and Section 3.7 of the Bylaws; and

D. The Declaration provides in Section 6.4 that the Board has the authority to levy reimbursement assessments against Lot Owners for costs incurred by the Association to bring an Owner into compliance or to collect a fine or penalty; and

F. Section 10.2.1 of the Declaration provides that the Association may bring an action at law or in equity to compel compliance; and

G. For the benefit and welfare of all Association residents, the Board wishes to establish this policy regarding the imposition of fines and other penalties for violation of the Declaration, Bylaws and the Association Rules, that it may equitably and consistently enforce the governing documents.

Now, Therefore, it is resolved that the following Resolution is adopted by the Board as the policies and procedures of the Association concerning enforcement of the governing instruments and the levying of reimbursement assessments, and constitutes the notice and hearing procedure referred to in Section 2.21 of the Declaration and 3.7 of the Bylaws.

**Policies and Procedures**

1. The Secretary of the Association or the Association's management representative shall maintain in the Association's records evidence that the governing instruments including the Bylaws, Declaration and Rules and Regulations promulgated by the Board have been distributed to all homeowners.

2. New rules and any amendments to the rules shall be adopted in accordance with Civil Code Section 4340 and following.

3. The Association shall mail to the homeowner violating the governing documents, (hereinafter "Respondent") by first class or return receipt mail, an initial warning letter specifically advising the homeowner of the violation(s), and the manner in which the rule was broken, including specification of dates, times and places of occurrence. The identification of witnesses shall be at the discretion of the Association. The letter also shall warn the Owner that unless the violation ceases, or if further violations occur, a hearing will be held regarding the imposition of a fine. The Association shall maintain in its files any reply correspondence from the Respondent and the signed return receipt, if any. This initial notice need not be given in the case of a reimbursement assessment or in the case of violations that are not continuing.

4. If the violation does not cease, or if further violations continue after the initial warning letter, or if the warning letter is not applicable, the Association shall serve on the Respondent a fifteen (15) day Notice of Hearing according to Form 1, which is attached to this Resolution. The Notice shall be completed to designate the date, time and place of the hearing regarding the violation and the imposition of a fine or other discipline, including the amount of the fine and/or the nature or other discipline (such as suspension of voting rights), which will be imposed if no appearance is made at the hearing. The Notice shall state as specifically as possible the provision(s) violated and the dates, times and places of violation(s). If correction is required, the date for compliance shall be included. The designation of witnesses in the notice shall be at the discretion of the Association. The Notice shall be served by personal delivery or by first class mail. Proof of the service of the Notice shall be maintained in the Association's records. Service by mail shall be made to the last known address of the Owner as shown on the Association's records. Such proof shall either consist of a completed proof of personal service or else a return receipt signed by the party who is to attend the hearing. The Respondent shall be given at least fifteen (15) days advance notice of the hearing. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States Mail with first class postage prepaid, addressed to the Owner's address of record.

5. If the Respondent can show reasonable cause as to why he, she or it cannot attend the hearing, and notifies the Board at least forty-eight (48) hours prior to the originally scheduled hearing, and if cause is found by the Board, the Board will reschedule the hearing and deliver notice of the new date ten (10) days prior to the rescheduled hearing.

6. Service of the Notice of Hearing shall be accompanied by a Notice of Respondent's Rights and Options which states that the Respondent may:

a. Object to the Notice upon the ground that it does not state the acts or omissions upon which the Board may proceed;

b. Object to the form of the Notice on the ground that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare his defense; or

c. Admit to the Notice in whole or in part. In such event, the Board will make

a determination as to whether it will waive hearing and simply impose penalty, if any, or if it will conduct a hearing to determine an appropriate penalty.

Any objection to the form or substance of the Notice shall be considered by the Board at the hearing.

7. Unless otherwise provided in this Resolution, the hearing for the imposition of a fine, or other disciplinary action, shall be before a quorum of the Board at a regular or special meeting of the Board.

8. The hearing shall be conducted in executive session, if requested by the member. At the hearing, the presiding officer shall read the notice of hearing, and accept written and oral evidence regarding the violation by the Respondent. The Respondent shall then have the right to present evidence and arguments in opposition to the claimed violation. The hearing shall be informal. Formal rules of evidence shall not be required. However, the Board may exclude irrelevant, immaterial or unduly repetitious evidence. In addition, the Board may administer an oath or affirmation to any person upon request of either party, or upon its own initiative.

The Board also may expel any person from any hearing for improper, disorderly or contemptuous conduct. The failure of the Respondent to appear at the scheduled hearing shall preclude the Board from receiving evidence from, and hearing arguments concerning, the violations. The Board may make a finding notwithstanding the absence of the Respondent if adequate notice has been provided to the Respondent.

9. Each party shall have the following rights:

- a. Prior to the hearing, to obtain, upon written request, the names and addresses of witnesses and to inspect the copies of any statements, writings and investigative reports relevant to the subject matter of the hearing;
- b. To present witnesses;
- c. To present written evidence;
- d. To examine witnesses, documents, reports and statements received by the Association;
- e. To have legal counsel present;
- f. To maintain and preserve, at the party's own expense, a record through the presence of a certified shorthand reporter or other recorder;
- g. To require the hearing to be open to attendance by any member of the

Association;

- h. To receive written findings of fact by the Board regarding the violation.
- i. To make opening and closing statements.

Nothing in this Section, however, shall authorize the inspection or copying of any writings or thing which is privileged from disclosure by law, or otherwise made confidential or protected including, but not limited to, the work product of the Association's attorney and the confidential communications between the Association and its attorney. Any party claiming that a request of discovery has not been complied with shall submit a written petition to compel discovery with the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the Respondent is entitled.

10. After the presentation of evidence and argument by the Association and the Respondent, the Board shall confer in executive session. Within fifteen (15) days following the hearing, the Board shall serve a written communication of its findings on the Respondent by first class or return receipt mail. The Board shall make findings by relating the evidence supporting its conclusion that a particular rule was violated. The Board shall include in the findings its determination of the fine(s) or other discipline, if any, which it imposes as a result of any violation(s) it finds occurred. The Board's decision shall be final.

11. Upon findings by the Board that a violation has occurred, the Respondent shall have five (5) days from the date of receipt of the written findings of the Board to comply with the Order, unless a later date is specified in the Order.

a. The Board shall have the power in its Order to temporarily revoke voting rights for a time period commensurate with the rule infraction by the Respondent not to exceed sixty (60) days.

b. A reasonable fine or fines may be imposed according to established schedules if a majority of a quorum of the Board finds that the Respondent violated the governing instruments of the Association and that a fine is warranted for the violation.

c. The Board shall have the power to levy a reimbursement assessment in accordance with Article VI, Section 6.5 of the Declaration. Reimbursement assessments, including monetary penalties imposed as disciplinary measures, may not become a lien against an Owner's Lot enforceable by non-judicial foreclosure proceedings under a power of sale. This restriction does not apply to late payment penalties or interest for delinquent assessments or charges imposed by the Association to reimburse it for loss of interest or collection costs, including reasonable attorney's fees in the collection of delinquent assessments.

12. If there has been no compliance by the Respondent, then a notice of intended

collection activities concerning any fine, monetary penalty or reimbursement assessment levied pursuant to this Resolution, must be duly served upon the Respondent homeowner. Such collection activities can then be commenced only after five (5) days from service of the notice of intended collection activities on the homeowner.

13. The Association may alternatively or in conjunction with the other proceedings referred to herein, enforce the Bylaws, Declaration and Association Rules through internal dispute resolution pursuant to Civil Code Section 5900 and following, and alternative dispute resolution pursuant to Civil Code Section 5925 and following, or by an action at law, or in equity, independent of any proceedings for enforcement under this Resolution. The Association reserves all rights and remedies provided by law or by the governing documents.

14. This Resolution is not applicable to the levy or collection of regular or special assessments.

15. Notwithstanding the provisions of this Resolution, the Board may make emergency repairs or take any other emergency action it deems necessary and subsequently comply with the notice and hearing procedure.

**University Square Owners' Association**

**Notice of Hearing**

To: (owner name and address)

The following information sets forth the date, time and location of the meeting of the Board where a hearing will be held concerning the following violations and the disciplinary or other enforcement action that will be imposed by the Board. You have the right to request that this meeting be held in executive session.

- 1.
- 2.
- 3.

Your violation of the above rule(s)/restriction(s) is based upon your conduct as follows:

(Specify in detail conduct, including times, dates, places and witnesses)

Your violation of the above rule(s)/restriction(s) has resulted in the following disciplinary and/or corrective action and/or penalties:

(Specify disciplinary and/or corrective action and/or penalties, such as fines or the suspension of voting and other membership rights, which have been imposed by the Board and have become effective in the event the violation is found to have occurred.)

**YOU ARE HEREBY NOTIFIED** that your written request for hearing was received by the Board. The hearing concerning the above violation(s) and proposed discipline and/or corrective action will be held:

**Date:**

**Time:**

**Location:**

University Square Owners' Association

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

### **Notice of Respondent's Rights and Options**

Upon receipt of a Notice of Hearing served on the Respondent by the Board of University Square Owners' Association, the Respondent may:

- a. Object to the Notice upon the ground that it does not state the acts or omissions upon which the Board may proceed;
- b. Object to the form of the Notice on the ground that it is so indefinite or uncertain that the Respondent cannot identify the violating behavior or prepare his defense; or
- c. Admit to the violation(s) in the Notice in whole or in part. In such event, the Board will make a determination as to whether it will waive hearing and simply impose penalty, if any, or if it will conduct a hearing to determine an appropriate penalty.

Each party shall have the following rights concerning the hearing:

- a. Prior to the hearing, to obtain upon written request the names and addresses of witnesses and to inspect the copies of any statements, writings and investigative reports relevant to the subject matter of the hearing;
- b. To present witnesses;
- c. To present written evidence;
- d. To examine witnesses, documents, reports and statements received by the Association;
- e. To have legal counsel present;
- f. To maintain and preserve, at the party's own expense, a record through the presence of a certified shorthand reporter or other recorder;
- g. To require the hearing to be open to attendance by any member of the Association. The meeting shall ordinarily be held in executive session;
- h. To receive written findings of fact by the Board regarding the violation.
- i. To make an opening statement and closing argument.

### Schedule of Fines and Reimbursement Assessment

The Board adopts the following schedule of fines pursuant to its authority under Sections 7.4 and 10.2.1 of the Declaration of Covenants, Conditions and Restrictions and Section 6.4 of the Bylaws:

First Violation	\$100
Repeated Violations	\$200 per occurrence
Continuing violations	\$100 per day to a maximum of \$1,000
Violations with damage	Fine per this Schedule and cost of repair
Enhanced violations e.g. those causing or threatening personal injury or significant property damage	Reasonable enhanced fines proportionate to the violation.
Damage to common area or action resulting in expense to Association	A reimbursement assessment may be imposed for all costs, expenses, fees, fines incurred for enforcement, damage repair, attorney's fees and charges incurred in securing owner compliance or repairing damage.

**UNIVERSITY SQUARE OWNERS' ASSOCIATION  
ELECTION RULES**

Whereas, California Civil Code Section 5105(a), with effective date of January 1, 2014, requires the adoption of rules regarding election procedures; appointment of election inspectors; voting by secret ballot; proxy and ballot instructions; publication of election results; and retention of ballots.

Now, therefore, be it resolved that University Square Owners' Association does hereby adopt the following rules:

**A. Effective Date**

These rules shall become effective upon adoption at the noticed board meeting.

**B. Vote by Secret Ballot for Specified Matters**

1. The following matters require a vote by secret ballot in accordance with the procedures set forth herein:

- Assessments, where a vote is required by law;
- Election and removal of members of the Board of Directors;
- Amendments to the governing documents; or
- The grant of exclusive use of common area property pursuant to California Civil Code Section 4600.

2. These rules do not limit the authority of the Board of Directors to impose assessments sufficient to perform its obligations in accordance with the provisions of the governing documents and California Civil Code Section 4510.

3. These rules do not limit the Board of Directors from making such recommendations to the membership in regard to all matters, including those matters covered under this Section B, with the sole exception of advocating the election or defeat of any candidate that is on the election ballot, to the extent deemed necessary to comply with duties of the Association as imposed by the governing documents and the law.

**C. Fairness in Elections**

1. The Association shall ensure that if any candidate or member advocating a point of view is provided access to Association media, newsletters, or Internet websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content. The Board may adopt a reasonable deadline for the

submission of all opposition communications reasonably related to the election to facilitate the timely and efficient dissemination of election materials to the members in accordance with this Paragraph.

2. There are no qualifications for candidates for the Board of Directors. The nomination procedure in Article V, Section 5.2.1 of the Bylaws (the "Bylaws") is incorporated herein. Any member may nominate himself or herself for election to the Board of Directors as a candidate in the ballot by giving timely notice to the Board.

3. California Civil Code Section 5105(a) requires that the Association shall specify the qualifications for voting, the voting power of each membership, the authenticity, validity, and effect of proxies, and the voting period for elections, including the times at which polls will open and close.

a). The qualifications for voting are as follows: (1) all members are entitled to vote, Article IV, Sections 4.1 and 4.2 of the Bylaws and Article VII, Sections 7.2 and 7.3 of the "CC&Rs"; (2) the voting power of each membership is equal; and (3) each member shall be entitled to one vote for each lot owned by the member except for cumulative voting for the election of directors and votes to remove less than all of the directors. See Article IV, Sections 4.2.1 and 4.5, and Article V, Sections 5.2.2. and 5.3 of the Bylaws. The effect of proxies is as stated in Article IV, Section 4.4 of the Bylaws.

b). All ballots and voting materials shall be provided to members not less than thirty (30) days prior to the time of the meeting of members or Board of Directors at which the votes will be tabulated. Written ballots and proxies must be returned to and received by the inspector(s) no later than the commencement of the meeting at which the votes will be tabulated.

4. Each ballot received by the inspector(s) of election shall be treated as a member present at a meeting for purposes of establishing a quorum. Ballots may provide a space for abstentions from voting. Ballots including one or more abstentions shall nevertheless be treated as a member present at a meeting for purposes of establishing a quorum.

#### **D. Use of Association Funds for Campaign Purposes**

1. Association funds shall not be used for campaign purposes in connection with any Association Board election. Association funds shall not be used for campaign purposes in connection with any other Association election, except to the extent necessary to comply with duties of the Association imposed by law.

2. For the purposes of this Section, the term "campaign purposes" includes, but is not limited to, the following:

a). Expressly advocating the election or defeat of any candidate that is on the Association election ballot.

b). Including the photograph or prominently featuring the name of any candidate on a communication from the Association or the Board, excepting the ballot and ballot materials, within thirty (30) days of an election, provided that this is not a campaign purpose if the communication is one for which subdivision (a) of Section 5105 requires that equal access be provided to another candidate or advocate.

3. The inspector of elections may set a limit on the length of the statements of candidates for the Board of Directors.

### **E. Inspector of Election**

1. The Association's Board of Directors shall, for each matter to be voted on falling under Section B, select one or three independent persons to act as inspector(s) of election. The inspector(s) of election selected by the Board of Directors may include, but shall not be limited to:

a). The Association manager, as allowed by California Civil Code Section 5110(b);

b). A volunteer poll worker with the County Registrar of Voters;

c). A licensee of the California Board of Accountancy;

d). A notary public;

e). A member of the Association, who may not be a member of the Board of Directors or a candidate for the Board of Directors, or related to a director or to a candidate for director.

2. The inspector(s) may not be a person who is currently employed or under contract to the Association for any compensable services unless such person, like the Association manager, is expressly authorized by these Rules adopted pursuant to California Civil Code Section 5105(a).

3. The inspector(s) of election shall do all of the following:

a). Determine the number of memberships entitled to vote and the voting power of each, in accordance with the governing documents, including these Election Rules.

- b). Determine the authenticity, validity, and effect of proxies, if any.
- c). Receive ballots directly from members by hand delivery or by mail.
- d). Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.
- e). Count and tabulate all votes.
- f). Determine when the polls shall close, including a reasonable extension of the ballot return date as set forth in the Board approved Ballot.
- g). Determine the tabulated results of the election.
- h). Perform any acts as may be proper to conduct the election with fairness to all members in accordance with Civil Code Section 5105(a) and following, the Corporations Code and the governing documents of the Association regarding the conduct of the election that are not in conflict with Civil Code Section 5105(a) and following. Without limitation, the inspector or inspectors may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector or inspectors deem appropriate, provided that the persons are independent third parties.

4. The inspector(s) of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. If there are three inspectors of election, the decision or act of a majority shall be effective in all respects as the decision or act of all. Any report made by the inspector(s) of election is prima facie evidence of the facts stated in the report.

5. The inspector(s) may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deems appropriate, provided that the persons are independent third parties.

#### **F. Proxies**

In secret ballot elections, proxy holders must be members. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the member's vote by secret ballot.

### **G. Secret Voting Procedure**

Ballots and two preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every member not less than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or lot number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:

- a). The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name and indicate the address or separate interest identifier that entitles him or her to vote.
- b). The second envelope is addressed to the inspector of election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the inspector of election. The member may request a receipt for delivery.
- c). Only official election materials may be used in the election process. These include the Official Ballot, the "Ballot Enclosed" envelope, and the pre-addressed return envelope. Therefore, any unofficial election material will be rejected by the election inspector(s).

### **H. Election by Acclamation**

The members shall be provided a reasonable opportunity to nominate themselves or another member as a candidate for election to the Board of Directors, as provided in these Election Rules. If, following that reasonable period, there are no more candidates for election to the Board than there are vacancies to be filled on the Board, the inspector(s) shall provide a report of such fact to the Board of Directors who may deem the nominees to the vacancies on the Board to be elected and who shall then be deemed elected by acclamation.

### **I. Director Removal Proceeding**

Removal proceedings may not be started against the Board of Directors as a whole or any individual director if: (a) the Board or director has held office during the current term of less than ninety (90) days; (b) a removal election has been determined in the Board's or director's favor within the last six (6) months; or (c) an annual meeting will be held in six (6) months or less. Additionally, if the removal of the entire Board fails, a six-month

waiting period must be observed before removal petitions may be filed against individual directors.

#### **J. Determining the Voting Outcome**

1. All ballots must be received by the inspector(s) no later than the commencement of the meeting at which the votes will be tabulated.

2. All votes shall be counted and tabulated by the inspector of election in public at a properly noticed open meeting of the Board of Directors or the members. Any candidate or other member of the Association may witness the counting and tabulation of the votes. No person, including a member of the Association, a member of the Board of Directors, or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. However, the inspector of election, or his or her designee, may verify the member's information and signature on the outer envelope prior to the meeting at which the ballots are tabulated.

3. The tabulated results of the election shall be promptly reported to the Board of Directors of the Association and shall be recorded in the minutes of the next meeting of the Board of Directors and shall be available for review by members of the Association.

4. Within fifteen (15) days of the election, the Board shall publicize the results of the election in a communication directed to all members.

#### **K. Custody of Election Materials**

1. The sealed ballots at all times shall be in the custody of the inspector(s) of election or at a location designated by the inspector(s) until after the tabulation of the vote, and until one year after the election, at which time custody shall be transferred to the Association. In the event of a recount or other challenge to the election process, the inspector(s) shall, upon written request, make the ballots available for inspection and review by Association members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

2. After transfer of the election ballots to the Association, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election.

#### **L. Conflict**

Pursuant to Civil Code Section 4205, to the extent of any inconsistency between the governing documents and the law, the law controls; to the extent of any inconsistency between the Articles of Incorporation and the Declaration, the Declaration controls; to the extent of any inconsistency between the Bylaws and the Articles of Incorporation or

Declaration, the Articles of Incorporation or Declaration control; to the extent of any inconsistency between the operating rules and the Bylaws, Articles of Incorporation, or Declaration, the Bylaws, Articles of Incorporation, or Declaration control. These Election Rules are based on California Civil Code Section 5105, and control in the event of any inconsistency with the governing documents.

# **UNIVERSITY SQUARE OWNERS' ASSOCIATION**

## **ARCHITECTURAL GUIDELINES**

The following information was excerpted from the association CC & R's.

**ARTICLE IX**  
**ARCHITECTURAL AND LANDSCAPING CONTROL**

**9.1 APPLICABILITY:**

9.1.1 Generally: Except as otherwise provided in this Declaration, proposals for Alterations (which includes all landscaping) shall be subject to the provisions of this Article and may not be made until approved in accordance with the provisions of this Article. The provisions of this Declaration requiring architectural approvals includes planting or removing landscaping including within enclosed yards.

9.1.2 Exceptions: The provisions of this Declaration requiring architectural approvals shall not apply to repainting or refinishing any Improvement in the same color, hue, intensity, tone, and shade or repairing or replacing any Improvement with the same materials. The Architectural Standards may establish additional exceptions from time to time.

9.1.3 Declarant Exemption: The provisions of this Declaration requiring architectural approvals shall not apply to the original construction of any Improvements on a Lot by Declarant, its agents, contractors or employees. The provisions of this paragraph may not be amended without the consent of Declarant until all of the Lots in the Project owned by Declarant have been conveyed.

9.2 RESERVATION TO DECLARANT: Notwithstanding the power of the Board to appoint committees, Declarant hereby reserves to itself the right to appoint an Architectural Committee in accordance with the provisions of this Article. When there is no longer any Member appointed by Declarant on the Committee, the Board may decide to dissolve the Committee and undertake the Committee's responsibilities.

9.3 MEMBERS: The Architectural Committee ("Committee") shall consist of a chairman and two (2) additional members. Persons appointed to the Committee by the Board shall be Members of the Association. Persons appointed to the Committee by the Declarant need not be Members of the Association. All members shall serve until the expiration of the term for which they were appointed, if specified by the Board, or until they resign or are replaced. Declarant may appoint all of the original members of the Committee and all replacements until Declarant no longer owns any Lot in the Project. Upon the conveyance of one hundred percent (100%) of all Lots, the terms of all members appointed by Declarant shall terminate and replacement members shall be appointed by the Board. Thereafter, the Board shall appoint all of the members of the Committee or dissolve the Committee as provided in Section 9.2, above.

**9.4 DUTIES AND POWERS:**

9.4.1 Duties: The Committee shall review and approve, conditionally approve, or deny all plans, submittals, applications and requests made or tendered to it by Owners or their agents, pursuant to the provisions of this Declaration. In connection therewith, the Committee may investigate and consider the architecture, design, layout, landscaping, energy conservation measures, water conservation measures, fence detail, and other features of the proposed Improvements.

9.4.2 Architectural Standards: The Committee, from time to time and in its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards may impose specific requirements on individual Lots if those requirements are reasonable in light of specific Lot topography, visibility or other factors. The Architectural Standards shall be effective when they are adopted by the Committee. The Architectural Standards shall interpret and implement the provisions of this Declaration by setting forth the standards and procedures for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials, landscaping, fences, and similar features which may be used in the Project; provided, however,

that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration. The Architectural Standards may include a schedule of fees for processing submittals (which shall not exceed the amount necessary to defray all costs incurred by the Committee in processing the submittals) and establish the time and manner in which such fees shall be paid. The Architectural Standards shall constitute Rules.

9.4.3 **Powers:** The Committee may adopt rules and regulations for the transaction of business, scheduling of meetings, conduct of meetings and related matters. The Committee may also adopt criteria, consistent with the purpose and intent of this Declaration to be used in making its determination to approve, conditionally approve or deny any matter submitted to it for decision.

9.4.4 **Consultants:** With the consent of the Board, the Committee may hire and the Association shall pay consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Committee in performing its duties.

9.5 **APPLICATION FOR APPROVAL OF IMPROVEMENTS:** Any Owner, except Declarant and its designated agents, who wants to perform any Alteration for which approval is required shall notify the Committee in writing of the nature of the proposed work and shall furnish such information as may be required by the Architectural Standards or reasonably requested by the Committee.

9.6 **BASIS FOR APPROVAL OF IMPROVEMENTS:** The Committee may approve the proposal only if the Committee finds that (i) the plans and specifications conform to this Declaration and to the Architectural Standards in effect at the time the proposal was submitted and (ii) the proposed Alteration will be consistent with the standards of the Project and the provisions of this Declaration as to harmony of exterior design, visibility with respect to existing structures and environment, and location with respect to topography and finished grade elevation.

9.7 **FORM OF APPROVALS, CONDITIONAL APPROVALS AND DENIALS:** All approvals, conditional approvals and denials shall be in writing. Any denial of a proposal must state the reasons for the decision to be valid. Any proposal which has not been rejected in writing within sixty (60) days from the date of submission shall be deemed approved.

9.8 **PROCEEDING WITH WORK:** Upon approval of the Committee, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within one (1) year from the date of the approval. If the Owner fails to comply with the provisions of this Section, the approval given shall be deemed revoked unless the Committee extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Committee finds that there has been no change in the circumstances under which the original approval was granted.

9.9 **FAILURE TO COMPLETE WORK:** Completion of the work approved must occur within eighteen (18) months following the approval of the work unless the Committee determines that completion is impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the Owner's control. If the Owner fails to complete the work within the eighteen (18) month period, the Committee may notify the Owner in writing of the non-compliance and shall proceed in accordance with the provisions of Section 9.11, below.

9.10 **DETERMINATION OF COMPLIANCE:** Any work performed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

9.10.1 **Notice of Completion:** Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion to the Committee.

9.10.2 **Inspection:** Within sixty (60) days after the Committee's receipt of the Owner's notice of completion, or, if the Owner fails to give a written notice of completion to the Committee within the completion period specified in Section 9.9, above, a designee of the Committee shall inspect the work performed and determine whether it was performed and completed in substantial compliance with the

approval granted. If the Committee finds that the work was not performed or completed in substantial compliance with the approval granted or if the Committee finds that the approval required was not obtained, the Committee shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

9.11 **FAILURE TO REMEDY THE NON-COMPLIANCE**: If the Committee has determined that an Owner has not constructed an Improvement consistent with the specifications of the approval granted or within the time permitted for completion and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of non-compliance, then after the expiration of thirty (30) days from the date of such notification, the Committee shall notify the Board, and the Board shall provide Notice and Hearing to consider the Owner's continuing non-compliance. At the Hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated costs of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the non-compliance. The costs of such action shall be assessed against the Owner as a Reimbursement Assessment.

9.12 **WAIVER**: Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

9.13 **APPEAL OF DECISION OF COMMITTEE**: This Section does not apply if the Board has dissolved the Committee or during the period of time that a majority of the Members of the Architectural Committee have been appointed by Declarant. If the Owner who applied or who the Committee determined should have applied for approval of an Alteration on a Lot or Residence disputes the jurisdiction or powers of the Committee or any requirement, rule, regulation or decision of the Committee applicable to the denial or conditional approval of the Owner's application (collectively referred to as "decision"), that Owner may appeal such decision to the Board. The Board shall notify the Owner of the time, date and place of a hearing to review the decision of the Committee. The notice shall be given at least fifteen (15) days prior to the date set for the hearing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United States mail, first class, postage prepaid, addressed to the Owner at the address given by the Owner to the Board for the purpose of service of notices or to the address of the Owner's Lot if no other address has been provided. After the hearing has taken place, the Board shall notify the Owner of its decision. The decision shall become effective not less than five (5) days after the date of the hearing. The determination of the Board shall be final.

9.14 **LIABILITY**: If members of the Architectural Committee have acted in good faith, neither the Committee nor any member shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications; (c) the development of any property within the Project; or (d) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

9.15 **EVIDENCE OF APPROVAL OR DISAPPROVAL**: After a determination of compliance is made pursuant to Section 9.10, the Board may issue a written Notice of Architectural Determination. The Notice of Architectural Determination shall be executed by any two (2) Directors and shall certify that as of the date of the Notice either (i) the work completed complies with the provisions of this Declaration and the approval(s) issued by the Architectural Committee ("Notice of Approval") or (ii) the work completed does not comply with the provisions of this Declaration or the approval(s) issued by the Architectural Committee ("Notice of Disapproval"). A Notice of Disapproval shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on a Notice of Architectural Determination with respect to the matters set forth. Each Owner shall disclose to

the Owner's subsequent purchaser any Notice of Disapproval unless the Owner has a subsequently issued Notice of Approval which covers the same Alteration. The Notice of Architectural Determination shall be conclusive as between the Association, the Architectural Committee, Declarant and all Owners and such persons deriving any interest through any of them. Any Owner may make a written request that the Board prepare and execute a Notice of Architectural Determination, and the Board shall do so within sixty (60) days of its receipt of the request.

# University Square Owners Association

## 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 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.

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## 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 Oacrylicx 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 Accents Color with specific Schemes.

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# 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:**

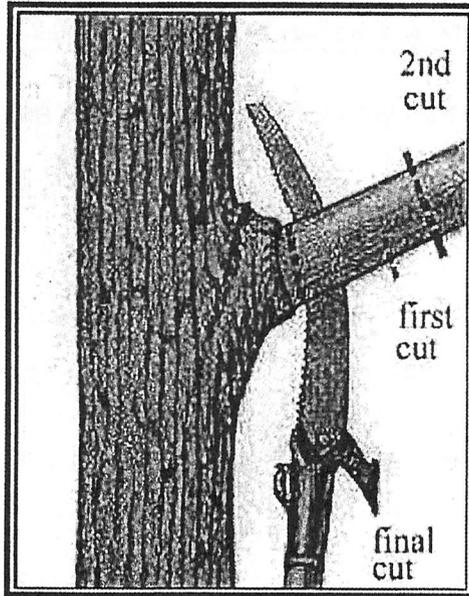
For trees less than 5 years old you may prune surface roots that are growing in the direction of the sidewalk or foundation. Cut the root at the edge of the planting basin with a sharp shovel inserted no more than 5 inches into the ground. Do not cut roots at the trunk unless it is a girdling root that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

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

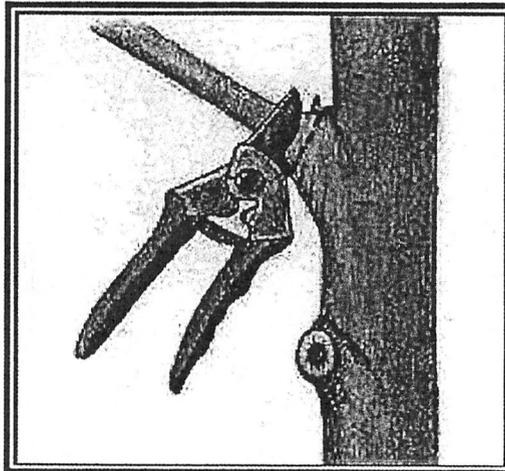
Hire a qualified professional for large trees. Trees with trunks 8 inches in diameter or more than 10 feet tall require the services of a qualified professional. Call a tree service that employs Certified Arborists or Certified Tree Workers. These are tree experts that have been qualified by the International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

**RENTAL RESTRICTION INFORMATION**

The following information was excerpted from the association CC & R's.

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
OF UNIVERSITY SQUARE**

The "Declaration of Covenants, Conditions & Restriction of University Square" recorded November 10, 1999, Document No. 1999-187192, San Mateo County Records, is hereby amended pursuant to approval of the Members.

1. Section 4.21 is amended to read as follows:

**"4.21 Use and Occupancy of Residences:** No Lot or home shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests. No trade or business shall be conducted on any Lot, except that a home may be used as a combined residence and executive or professional office by the Owner or occupant thereof, so long as such use does not interfere with the quiet enjoyment by other Owners, and does not include visiting clients and does not include signs. No tent, shack, trailer, basement, garage, out building or structure of a temporary character shall be used at any time as a residence. Garages and attics may not be converted into living space.

No more than two (2) persons per bedroom shall be permitted as permanent residents, provided that one (1) person shall be allowed in addition to the maximum number of permanent residents otherwise permitted in each Lot. A "permanent resident" means any person residing more than sixty (60) days out of any twelve (12) consecutive month period.

No Lot or Lots or any portion thereof in the Project shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any time sharing agreement, plan, program or arrangement, including, without limitation, any so called "vacation license," "travel club," "extended vacation," or other membership or time interval ownership arrangement. The term "time sharing" as used herein shall be deemed to include, but shall not be limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess the Lot or Lots or any portion thereof or Residence thereon in the Project rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like kind use privileges, according to a fixed or floating interval or period of time. This section shall not be construed to limit the personal use of any Lot or any portion thereof in the Project by any Owner or his or her or its social or familial guests.

No Residence may be used for transitional housing services, temporary shelters, temporary housing, or any residential temporary living arrangements that are extended or offered as a service from a for-profit corporation. For purposes of this section, "temporary" shall mean less than 365 days.

No noxious, illegal, or seriously offensive activities shall be carried on upon any Lot, or any part of the Property, nor shall anything be done thereon which may be or may

become a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot.

No Owner may permit or cause anything to be done or kept upon or in a Lot which might obstruct or interfere with the rights of other Owners or which would be noxious, harmful or unreasonably offensive to other Owners. Each Owner shall comply with all of the requirements of all federal, state and local governmental authorities, and all laws, ordinances, rules and regulations applicable to the Owner's Lot."

2. A new section 4.22 is added to the Declaration to read as follows:

**"4.22 Leasing of Lots:** No Owner shall be permitted to lease his Lot or home, or any portion thereof, for any period less than 365 days. Any lease agreement shall be in writing and shall be subject in all respects to the provisions of the Declaration, Articles and Bylaws and to all Rules adopted by the Board and any failure of the tenant to comply with the terms of such documents shall be a default under the lease, regardless of whether the lease describes the documents. In the event of such a default, the Owner immediately shall take all appropriate steps to cure the default, including, if necessary, eviction of the tenant. All Owners leasing or renting their Lots shall promptly notify the Secretary of the Association in writing of the names of all tenants and members of tenant's family occupying such Lot and of the address and telephone number where such Owner can be reached."