

Carriage Hills Residents' Association

www.carriagehillsra.org

April 30, 2010

TO: Members of the Carriage Hills Residents' Association

From: Board of Directors

RE: 2010-2011 Budget, Dispute Resolution, Insurance Disclosure, Delinquent Accounts Policy and Disclosures, 2010-2011 Reserve Analysis, and Architectural Review Policy.

Dear Members of the Carriage Hills Residents' Association,

In accordance with California Civil Code section 1365, enclosed is the 2010-2011 Budget and related disclosures. The Board has undertaken a thorough review of the operating budget in compliance with their fiduciary responsibilities with the goal of providing for efficient operations and for funding adequate reserves to meet long-term requirements.

Budget: Enclosed is the summary budget packet for the Carriage Hills Residents' Association. The Board of Directors, in accordance with the governing documents and current legislation, has adopted the 2010-11 Budget. In light of the current economy, the monthly assessment **will remain \$290 per annum**, effective June 1, 2010. The Board reserves the right to review the budget for necessary increases if appropriate.

Reserves: As of March 31, 2010, your Association has \$71,532.44 in actual accumulated reserve funds. Your Association does not anticipate having to levy a special assessment over the next twelve months. The reserves are 83 % funded according to the reserve study from Reserve Analysis Consulting, LLC.

Insurance: The Association meets its requirements for providing insurance for the common property (disclosure enclosed) and liabilities of the Residents Association. The individual Unit owner's personal liability is not covered by the Association policy.

Billing: An annual statement will be mailed to each owner at the beginning of the year from which to make your payment. You may now register **ONLINE** and enjoy the convenience of managing your payment and selecting your own withdrawal date for payment of your assessment. Please visit **WWW.FIRSTBANKHOA.COM** and follow the instructions on the website to register and begin using the new service. To register you will need this account number 0005 in the first box, 000CRH in the second box then your account # in the third box. If you need further assistance, please call First Bank Association Bank Services (888) 350-0078.

April 30, 2010

TO: Members of the Carriage Hills Residents' Association
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Minutes: Copies of Board Meeting Minutes are available and can be provided by the Management Company and are available on the website. If you desire copies of the minutes, your request must be submitted in writing to Association Communications, Inc. at the address below. There will be a small charge for postage and copying.

Alternate Address: You have a right to submit to the Association notice of a secondary address where we may contact you.

California Civil Code, section 1369, requires that the following disclosures be included with this packet:

- ✓ Alternate Dispute Resolution (ADR) and Internal Dispute Resolution (IDR)
- ✓ Insurance Summary Disclosure
- ✓ Delinquent Accounts Policy and Related Notices
- ✓ Statement Regarding Association Reserves
- ✓ Architectural Review Policy

Please review the enclosed material and file it with your Association documents. Should you have any questions about any of this information or the enclosed material, please contact Association Communications, Inc.

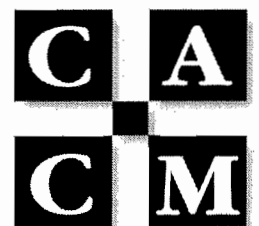
Sincerely,

Trevor Milledge

Trevor Milledge, CCAM for
Carriage Hills Residents' Association Board of Directors
trevor@acihoa.com

Kaye McKleroy, President
Dave Hollingshead, Secretary
Sharon Collins, Treasurer
Alan Heynssens, Director, ARC Chair

Managed by:
Association Communications, Inc. CMF
3732 Mt. Diablo Blvd. #395, Lafayette, CA 94549
Phone: (925) 283-4900 Fax: (925) 283-4907
www.aciho.com



CERTIFIED MANAGEMENT FIRM

**CARRIAGE HILLS RESIDENTS' ASSOCIATION ANNUAL BUDGET
FISCAL YEAR JUNE 1, 2010 TO MAY 31, 2011**

440 Units

	2008-2009		2009-2010		2010-11	PER UNIT
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	PER MONTH
INCOME						
Member Assessment	127,841	119,232	127,841	127,600	127,600	290
Late Fee Income	0	0	0	839	0	0
Fines (Violation)	0	(433)	0	500	0	0
Interest Income (Operating)	0	221	0	57	0	0
Interest Income (Reserves)	0	0	0	136	0	0
Misc Income	0	812	0	48	0	0
Refunds	0	62	0	0	0	0
TOTAL INCOME	127,841	119,894	127,841	129,180	127,600	290
EXPENSES						
TRANSFER TO RESERVE						
Reserve Deposit	14,000	12,636	14,000	7,941	16,800	38
Reserve Interest	0	0	0	136	0	0
Reserve Study Update	500	0	500	0	0	0
Due to Reserve	0	(1,011)	0	0	0	0
TOTAL RESERVE	14,500	11,625	14,500	8,077	16,800	38
ADMINISTRATIVE EXPENSE						
Management Contract	32,556	32,556	32,556	15,005	30,000	68
Management Extra	0	0	0	0	2,000	5
Delinquent Letter Fee	0	0	0	190	200	0
Printing, Postage, Copies	7,500	8,463	7,500	3,144	5,000	11
Office Expense	0	0	0	7	0	0
Bank Fees	0	0	0	142	0	0
Dues & Subscriptions	550	520	550	40	40	0
Website	1,000	1,020	1,000	234	750	2
Travel & Board Expenses	600	620	600	0	0	0
Newsletter	500	0	500	0	0	0
CPA	1,200	1,200	1,200	1,190	1,200	3
Taxes: State & Federal	635	353	635	10	10	0
Legal	10,500	(1,095)	10,500	5,856	6,000	14
TOTAL ADMINISTRATIVE	55,041	43,637	55,041	25,818	45,200	103
OPERATING EXPENSES						
Insurance	8,000	7,584	8,000	0	6,000	14
Landscape Contract	13,500	10,674	13,500	5,410	12,000	27
Landscape Upgrades	4,000	0	4,000	1,620	5,000	11
Landscape Extras	0	3,715	0	0	9,850	22
Weed/Fire Abatement	3,000	2,960	3,000	3,020	300	1
Irrigation & Backflow	2,500	3,682	2,500	1,876	2,500	6
Tree Trimming/Removal/Replcmnt	500	450	500	0	0	0
General Maintenance	1,500	1,162	1,500	318	1,500	3
V-Ditch Maintenance	1,500	0	1,500	1,250	1,250	3
Misc Expense	0	26	0	0	0	0
Meeting Facility Expense	0	250	0	(100)	0	0
TOTAL OPERATING	34,500	30,503	34,500	13,394	38,400	87
UTILITIES						
PG&E	700	683	700	352	700	2
Water	7,000	5,510	7,000	5,467	6,500	15
TOTAL UTILITY	7,700	6,193	7,700	5,819	7,200	16
BAD DEBT/CONTINGENCY						
Bad Debt	11,000	0	11,000	425	10,000	23
Contingency	5,100	495	5,100	0	10,000	23
TOTAL B.D./CONTINGENCY	16,100	495	16,100	425	20,000	45
TOTAL EXPENSES	127,841	92,453	127,841	53,533	127,600	290
SURPLUS/DEFICIT	0	27,441	0	75,647	0	0

RESERVE ANALYSIS

CONSULTING, LLC

RESERVE STUDY FOR

Carriage Hills HOA - 1Yr Update 2010-11

Component Analysis and Reserve Fund Study

3030 Bridgeway, Suite 330 • Sausalito, CA 94965 • (415) 332-7800 • fax (415) 332-7801

Carriage Hills HOA - 1Yr Update 2010-11
For Budget Year: 2010
ASSESSMENT and RESERVE FUNDING DISCLOSURE SUMMARY

Sec. 2. Section 1365.2.5

(a)

(1) The current (2009-10) regular assessment per ownership interest is \$ **\$290.00** per annum

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page _____ of the attached summary."

(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 will be due	Amount per ownership interest per year:	Purpose of assessment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

NOTE: If assessments vary by the size or type of ownership interest, the assessment applicable to the ownership interest may be found on page _____ of the attached report. These assessments might be for purposes outside the scope of the current Reserve Study and have been included by the party preparing the association's Pro Forma Operating Budget.

(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**

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

Approximate date assessment will be due: **Amount per ownership interest per year:**

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5, the estimated amount required in the reserve fund at the end of the current fiscal year is \$ **88,686** based in whole or in part on the last reserve study or update prepared by **Reserve Analysis Consulting, LLC** as of **May, 2010**. The projected reserve fund cash balance at the end of the current fiscal year is \$ **73,674** , resulting in reserves being **83.07%** funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$ N/A .

Carriage Hills HOA - 1Yr Update 2010-11

For Budget Year: 2010

(7.a.) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 1365.2.5 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 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 Below, leaving the reserve at *** See Below percent funding.

Year	2010	2011	2012	2013	2014
* Estimated Amount Required in Fund	\$80,783	\$98,792	\$111,529	\$118,844	\$118,281
** Proj. Reserve Balance (ALREADY APPROVED)	\$51,079	\$51,671	\$45,160	\$31,691	\$8,720
*** Percent Funded	63.23%	52.30%	40.49%	26.67%	7.37%

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

Year	2010	2011	2012	2013	2014
* Estimated Amount Required in Fund	\$80,783	\$98,792	\$111,529	\$118,844	\$118,281
**** Proj. Reserve Balance (IF IMPLEMENTED)	\$51,079	\$53,776	\$51,793	\$45,646	\$32,574
***** Percent Funded	63.23%	54.43%	46.44%	38.41%	27.54%

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.

(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 1365.5.

Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.

(3) The form set out in subdivision (a) shall accompany each pro forma operating budget or summary thereof that is delivered pursuant to this article. 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.

General Notes: Please read the General Reserve Study Notes on page 4.00 of this Financial Summary for further recommended Board actions and disclosures.

Because the reserve study is a SERIES OF PROJECTIONS, the estimated lives and costs of components will likely CHANGE OVER TIME depending on a variety of factors such as future inflation rates, levels of maintenance actioned by future boards, unknown defects in materials that may lead to premature failures, etc. As a result, some components may experience premature failures. Some components may cost less at the time of replacement due to changes in manufacturing methods while others may cost more due to material shortages or high demand.

A Reserve Study is an evolving document that represents a moment in time covering a 30 year period. It is a dynamic document that should be updated annually to insure that the most current information is available to the association board for making informed decisions that are recorded in board minutes. Interested association members should review these minutes regularly for knowledge of the most recent board actions.

CONTACT INFORMATION

CONTACT:

Board of Directors

ASSOCIATION NAME:

Carriage Hills HOA - 1Yr Update 2010-11

ADDRESS:

5404 Carriage Drive

CITY, STATE, ZIP:

Richmond, California

PHONE NUMBER:

PROPERTY INFORMATION

BEGINNING YEAR OF STUDY:

2010

NUMBER OF UNITS IN PROJECT:

440

YEAR CONSTRUCTED:

1984

NUMBER OF BUILDINGS ANALYZED:

NA

NUMBER OF CONSTRUCTION PHASES:

3

YEAR ENDING DATE:

05/31

YEAR OF LAST PHYSICAL INSPECTION:

2009

PERFORMED BY:

Reserve Analysis Consulting, L.L.C.

YEAR OF NEXT PHYSICAL INSPECTION:

2012 (as required by the Davis-Stirling Act - 1997)

COMPLETE SET PLANS AVAILABLE:

YES NO

MAINTENANCE RECORDS AVAILABLE:

YES NO

RESERVE STUDY PREPARER:

Reserve Analysis Consulting, L.L.C.

3030 Bridgeway, Suite 330

Sausalito, California 94965

Jim Kelly (415) 289-7445

jimk@reserveanalysis.com

FAX (415) 332 - 7801

CURRENT PROPERTY MANAGER:

Ms. Caroline McCormick, CCAM

Association Communications, Inc.

3732 Mt. Diablo Blvd., Suite 395

Lafayette, CA 94521

(925) 283-4900

CURRENT ACCOUNTANT:

RESERVE ACCOUNT INFORMATION

2009 ANNUALLY TO RESERVE FUND:

\$14,000

2010 PROJECTED BEGINNING YEAR BALANCE:

\$73,674

2009 MONTHLY TO RESERVE FUND:

\$1,167

REQUESTED MINIMUM BALANCE:

\$0

2009 UNIT PER MONTH TO RESERVE FUND:

\$2.65

2010 CURRENT RETURN ON ACCOUNT:

0.35%

2009 LAST YEARS SPECIAL ASSESSMENT:

\$0

2010 PROJECTED REPLACEMENT EXPENSES:

\$36,704

2009 TOTAL DOLLARS REQUIRED:

\$88,686

2010 ANNUAL CONTRIBUTION:

\$14,000

2009 ACTUAL DOLLARS IN RESERVE FUND:

\$73,674

2010 MONTHLY CONTRIBUTION:

\$1,167

2009 PER UNIT UNDERFUNDED

\$34

2010 UNIT PER MONTH CONTRIBUTION:

\$2.65

2009 CALCULATED PERCENT FUNDED:

83.07%

2010 TOTAL SPECIAL ASSESSMENT:

\$0

LEGAL REQUIREMENTS

Identify the current cash reserve balance.
Identify the major components to be included.
Establish reasonable life of all components.
Establish remaining life of all components.
Project estimated cost of all repairs.
Project year in which repairs are to occur.
Prepare Statement of Methodology.

SCOPE OF STUDY

The time frame covered by this analysis is from 2010/11 through 2039/40. These are the beginning and ending points for all repairs and funding calculations included in this study.

STATEMENT OF RESERVE STUDY METHODOLOGY

In order to determine the annual Reserve contributions which will be required, a Fund Balance Methodology was performed. The premise of this replacement cost projection is to ensure a positive cash balance in the Reserve Fund Account which will enable the Association to fulfill its responsibility for maintaining the common area components. It is equally important that a positive cash fund be maintained without relying on Special Assessments or overfunding of Reserves. The initial inflation rate used is based upon a specific construction industry index. The Association's current rate of return on its reserve account(s) is used for this study.

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

- Original plans and specifications.
- Original contractors, maintenance contractors and vendors.
- Current contractors, maintenance contractors and vendors.
- Association maintenance staff.
- Association management.
- Independent subcontractors.
- In-house quantity surveyor.

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

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

Only components which met the following criteria were included in this report.

- The component maintenance is the responsibility of the Association.
- The component is not covered by the Associations Annual Operating Budget.
- The components estimated useful life is greater than one year.
- The components remaining estimated useful life is less than 30 years. (Provided its performing to standards)
- The replacement cost of all components included in this report is based on current repair or replacement costs.

Based on the fact we have no knowledge or control over costs in the future, we would advise the Association to have the Reserve Study reviewed on an annual basis and make any necessary adjustments regarding component performance and their respective replacement costs.

3.00 RESERVE STUDY COMPONENT SCHEDULE & PERCENT FUNDED REQUIREMENT

STEPS FOR DETERMINING PERCENT FUNDED:

- Step 1: Calculate for each component a required contribution on a "straight-line" funding methodology.
 (total component cost divided by the life expectancy of the component)
- Step 2: Calculate the required dollars in Reserves for each component.
 (required annual contribution multiplied by the components life in service)
- Step 3: Total the required dollars for each component to arrive at "required dollars in bank".
- Step 4: Divide actual dollars in bank by required dollars in bank to arrive at percent funded calculation.

This report includes, but is not limited to*, reserve calculations made using the formula described in paragraph (4) of sub-division (b) of section 1365.2.5 of the Davis-Stirling Act.

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

* The future funding requirements shown on page 9:00 A & B of this Reserve study are derived by cash flow funding calculations.

Code #	Component Description	Year New	Useful Life	Remaining Life	Total Cost	Annual Contrib.	2009 Total Req'd in Bank
1.00	CONCRETE						
1.01	Slab @ Lower Mailbox Area	2004	50	44	\$5,000	\$100	\$500
1.02	Slab @ Upper Mailbox Area	1984	50	24	\$5,000	\$100	\$2,500
1.03	Annual Replacement & Repair Allowance	2010	1	1	\$2,500	\$2,500	\$0
2.00	SIGNAGE						
2.01	Entrance Sign Letter Replacement	1990	40	20	\$10,000	\$250	\$4,750
3.00	FENCING						
3.01	Wood Fence Replacement Allowance	2010	1	1	\$10,000	\$10,000	\$0
3.02	Wood Fence @ Lower Mailboxes	2010	25	25	\$4,120	\$165	\$3,955
3.03	Paint Wood Fence @ Lower Mailboxes	2004	6	0	\$1,236	\$206	\$1,030
3.04	Precast Concrete Fence Repair Allowance	2008	6	4	\$5,000	\$833	\$833
3.05	Precast Concrete - Future Replacement Allowance - 20%	1984	40	14	\$54,760	\$1,369	\$34,225
3.06	Iron Grates @ Property Line	1984	40	14	\$8,000	\$200	\$5,000
3.07	Paint Iron Grates @ Property Line	2010	6	6	\$1,600	\$267	\$1,333
4.00	ELECTRICAL						
4.01	Light Poles @ Mail Boxes	2004	40	34	\$4,000	\$100	\$500
4.02	Light Fixtures @ Mail Boxes	2004	20	14	\$2,000	\$100	\$500
4.03	Fluorescent Fixtures @ Entrance	1984	25	-1	\$2,000	\$80	\$2,000
5.00	LANDSCAPE & IRRIGATION						
5.01	Major Landscaping and Irrigation Upgrade	2005	15	10	\$35,000	\$2,333	\$9,333
5.02	Major Landscaping and Irrigation Upgrade	2006	15	11	\$25,000	\$1,667	\$5,000
5.03	Ongoing Minor Landscaping and Irrigation Upgrades	2010	3	3	\$10,000	\$3,333	\$6,667
5.04	Irrigation Equipment Replacement Allowance	2013	3	3	\$1,500	\$500	\$0
5.05	Backflow Prevention	1984	30	4	\$3,300	\$110	\$2,750
5.06	Tree Pruning & Maintenance	2010	2	2	\$3,000	\$1,500	\$1,500
6.00	COMMON AREA						
6.01	Bulletin Board Structures	1984	35	9	\$3,000	\$86	\$2,143
6.02	Paint Bulletin Board Structures	2004	6	0	\$500	\$83	\$417
7.00	PAINTING						
7.01	Street Number Curb Painting	2009	3	2	\$3,000	\$1,000	\$0
8.00	CONSULTING ALLOWANCE						
8.01	CC&R Revision	2004	10	4	\$7,500	\$750	\$3,750

Total Value of Components: \$207,016
 Annual Component Contribution: \$27,632

Total Dollars Required: \$88,686
 Actual Dollars In Reserve Fund: \$73,674

3.00 RESERVE STUDY COMPONENT SCHEDULE & PERCENT FUNDED REQUIREMENT

STEPS FOR DETERMINING PERCENT FUNDED:

Step 1: Calculate for each component a required contribution on a "straight-line" funding methodology.
(total component cost divided by the life expectancy of the component)

Current Fund Deficiency:	\$15,012
Current Per Unit Deficiency:	\$34
Percent Funded:	83.07%
(Actual dollars/Total dollars Required)	

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

All component conditions were based on a visual inspection only as required by the Davis-Stirling Act. This component analysis is a statistical analysis of the components for which the Contractee has responsibility and does not employ methods used for forensic or defect investigation or actual construction. This report does not address any factory or product defects or any damage due to improper maintenance, system design, or installation. It also assumed that all components would receive reasonable maintenance for their remaining lives.

Component useful life and remaining life projections are based on industry standards, manufacturer information, date of installation and maintenance information provided by the Contractee and/or its management or staff. Each component's condition, life expectancy and replacement cost evaluations were based on visual inspections only. Inspections were limited to areas accessible to inspectors. When components are not accessible, assumptions will be made based on available component statistical information.

Many associations are experiencing some siding failures that cannot be investigated without destructive testing. This report includes a siding replacement allowance coinciding with the paint cycle for incidental repairs but does not account for major siding replacement. We would recommend that this association's Board of Directors engage an appropriate, professional expert to do an in-depth inspection of the siding to determine its condition and likely useful life. This information, specifications and projected costs for major siding replacement will then be incorporated into the next Reserve Study update.

Because of these restrictions, we would recommend that the Board seek appropriate, expert inspection (as it deems necessary), testing and opinions for the following areas of concern. These may include but are not limited to:

- A. Defective construction and component installation.
- B. Dry Rot damage.
- C. Pest infestation.
- D. Mold infestation.
- E. Moisture penetration.
- F. Roof inspections and repairs.
- G. Balcony, deck and stair condition.
- H. Siding and Trim condition.
- I. Window and sliding glass door installation.

5.00

RESERVE FUNDING PLAN

2009/10 Average unit per month reserve contribution = \$2.65

2009/10 Total annual reserve contribution *1 = \$14,000

DESCRIPTION - 1ST 10 YEARS	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Projected Beginning Fund Balance	\$73,674	\$51,079	\$53,776	\$51,793	\$45,646	\$32,574	\$40,502	\$32,451	\$49,920	\$62,972
Proposed percentage increase	0.00%	15.00%	15.00%	15.00%	12.00%	12.00%	12.00%	12.00%	12.00%	12.00%
Proposed unit per month dollar increase	\$0.00	\$0.40	\$0.46	\$0.53	\$0.48	\$0.54	\$0.61	\$0.68	\$0.76	\$0.85
Proposed average unit/month contribution	\$2.65	\$3.05	\$3.51	\$4.03	\$4.52	\$5.06	\$5.67	\$6.35	\$7.11	\$7.96
Proposed Total Annual Contribution *1	\$14,000	\$16,100	\$18,515	\$21,292	\$23,847	\$26,709	\$29,914	\$33,504	\$37,524	\$42,027
Does increase require membership vote?										
Proposed Avg. Special Assess Per Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Does special assessment require vote?										
Income from other sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Fund Available	\$87,674	\$67,179	\$72,291	\$73,086	\$69,494	\$59,283	\$70,416	\$65,955	\$87,444	\$104,999
Proposed inflated yearly expenditures	\$36,704	\$13,519	\$20,608	\$27,537	\$36,990	\$18,867	\$38,034	\$16,142	\$24,607	\$36,990
Balance after expenditures	\$50,970	\$53,661	\$51,683	\$45,549	\$32,504	\$40,415	\$32,382	\$49,813	\$62,837	\$68,008
Interest on balance after tax	\$109	\$115	\$111	\$98	\$70	\$87	\$69	\$107	\$135	\$146
Minimum requested balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Percent Funded (if implemented)	63.23%	54.43%	46.44%	38.41%	27.54%	29.80%	23.73%	31.31%	35.82%	37.47%
Projected Year Ending Balance *2	\$51,079	\$53,776	\$51,793	\$45,646	\$32,574	\$40,502	\$32,451	\$49,920	\$62,972	\$68,154

DESCRIPTION - 2ND 10 YEARS	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30
Projected Beginning Fund Balance	\$68,154	\$36,987	\$30,907	\$44,633	\$91,685	\$21,651	\$56,577	\$96,308	\$143,781	\$163,971
Proposed percentage increase	12.00%	12.00%	12.00%	12.00%	12.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Proposed unit per month dollar increase	\$0.96	\$1.07	\$1.20	\$1.34	\$1.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed average unit/month contribution	\$8.91	\$9.98	\$11.18	\$12.52	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03
Proposed Total Annual Contribution *1	\$47,070	\$52,719	\$59,045	\$66,130	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066
Does increase require membership vote?										
Proposed Avg. Special Assess Per Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Does special assessment require vote?										
Income from other sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Fund Available	\$115,225	\$89,706	\$89,952	\$110,764	\$165,751	\$95,717	\$130,643	\$170,374	\$217,847	\$238,037
Proposed inflated yearly expenditures	\$78,317	\$58,865	\$45,414	\$19,275	\$144,147	\$39,261	\$34,541	\$26,900	\$54,227	\$23,015
Balance after expenditures	\$36,908	\$30,841	\$44,538	\$91,489	\$21,605	\$56,456	\$96,102	\$143,474	\$163,620	\$215,022
Interest on balance after tax	\$79	\$66	\$95	\$196	\$46	\$121	\$206	\$307	\$350	\$461
Minimum requested balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Percent Funded (if implemented)	24.67%	22.63%	32.62%	56.19%	29.83%	70.36%	100.00%	100.00%	100.00%	100.00%
Projected Year Ending Balance *2	\$36,987	\$30,907	\$44,633	\$91,685	\$21,651	\$56,577	\$96,308	\$143,781	\$163,971	\$215,483

DESCRIPTION - 3RD 10 YEARS	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36	2036/37	2037/38	2038/39	2039/40
Projected Beginning Fund Balance	\$215,483	\$236,005	\$263,756	\$297,213	\$339,886	\$323,212	\$279,995	\$256,106	\$274,783	\$300,243
Proposed percentage increase	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Proposed unit per month dollar increase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed average unit/month contribution	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03	\$14.03
Proposed Total Annual Contribution *1	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066	\$74,066
Does increase require membership vote?										
Proposed Avg. Special Assess Per Unit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Proposed Total Special Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Does special assessment require vote?										
Income from other sources	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Fund Available	\$289,549	\$310,071	\$337,822	\$371,279	\$413,952	\$397,278	\$354,061	\$330,172	\$348,849	\$374,309
Proposed inflated yearly expenditures	\$54,048	\$46,879	\$41,244	\$32,120	\$91,431	\$117,882	\$98,502	\$55,976	\$49,248	\$38,353
Balance after expenditures	\$235,501	\$263,192	\$296,578	\$339,159	\$322,521	\$279,396	\$255,559	\$274,196	\$299,602	\$335,956
Interest on balance after tax	\$504	\$564	\$635	\$726	\$691	\$598	\$547	\$587	\$642	\$720
Minimum requested balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Percent Funded (if implemented)	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Projected Year Ending Balance *2	\$236,005	\$263,756	\$297,213	\$339,886	\$323,212	\$279,995	\$256,106	\$274,783	\$300,243	\$336,676

Carriage Hills Residents' Association

ASSESSMENT COLLECTION POLICY

Notice to Members:

This document sets forth the Association's policy regarding the collection of assessments pursuant to the Association's Declaration of Covenants, Conditions Restrictions, its Bylaws, and California Civil Code sections 1363.05, 1365.1, 1365.2, 1366, 1367 and 1367.1, 1367.4, 1367.5.

1.0 Assessments in General.

The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. Regular assessments are determined at least once annually and are payable during the year in Annual installments or at such other intervals as the Board of Directors shall designate. The Association shall distribute the written notice described in Civil Code section 1365.1 (b) to each member of the Association during the 60-day period immediately preceding the beginning of the Association's fiscal year.

2.0 Obligation to Pay Assessments.

A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with Section 1366, shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's property from and after the time the Association causes a Notice of Delinquent Assessment (Lien) to be recorded with the County Recorder's Office of the County in which the property is located.

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

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

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

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

5.0 Notice of Assessments.

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

6.0 Designation of Agent.

The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, collection service, banking institution, law firm, attorney or other appropriate agent. A.S.A.P. Collection Services at 331 Piercy Road, San Jose, CA 95138 (408) 363-9600 is one of the designated agents authorized to administer this policy. Designation of Agent does not qualify A.S.A.P. as an agent to go to small claims court on behalf of the Association.

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

An Association may not voluntarily assign or pledge the Association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the Association; however, the foregoing provision may not restrict the right or ability of an Association to assign any unpaid obligations of a former member to a third party for purposes of collection. Subject to the limitations of this subdivision, after the expiration of 30 days following the recording of a lien per the Covenants, Conditions and Restrictions (CCR's), the lien may be enforced in any manner permitted by law, including sale by the court, sale by the trustee designated in the notice of delinquent assessment, or sale by a trustee substituted pursuant to Section 2934a. Any sale by the trustee shall be conducted in accordance with Sections 2924, 2924b, and 2924c applicable to the exercise of powers of sale in mortgages and deeds of trusts. The fees of a trustee may not exceed the amounts prescribed in Sections 2924c and 2924d.

8.0 Due Date/ Delinquency Date of Assessments.

Unless otherwise specified by the Board or the governing documents, an assessment is due on the first of each year. An assessment, or any portion thereof, is delinquent if it has not been received as directed by the Board or its designated agent 30 days after it is due.

9.0 Late Charges and Interest on Delinquent Amounts.

Delinquent accounts become subject to the following additional charges as contained in Civil Code section 1366 and the governing documents: costs of collection including reasonable attorney's fees; a late charge of \$10 or 10% of the delinquent assessment, whichever is greater and interest on all sums (including the delinquent assessment, collection fees and costs, and reasonable attorney's fees) at an annual interest rate not to exceed 12.00% commencing 30 days after the assessment becomes due; whether or not charged prior to collection. If it is determined the assessment was paid on time to the association the owner will not be liable to pay the charges, interest, and costs of collection.

10.0 Collection Charges.

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

11.0 Application of Payments.

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

12.0 Initial Delinquency Notice.

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

13.0 Notice of Intent to Record a Lien.

If an assessment account remains unpaid for 45 days after it is due, the Association or its designated agent shall, at least 30 days prior to recording a lien upon the separate interest of the owner of record, notify the owner in writing by certified mail all of the notice requirements pursuant to Civil Code Section 1367.1. Prior to recording a lien for delinquent assessments, the owner has the right to request to participate in dispute resolution pursuant to the Association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of Civil Code. A copy of the "Meet and Confer" procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

14.0 Recording of Lien.

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

15.0 Association Lien Subordination.

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

16.0 Recording of Release of Lien.

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

17.0 Lien Recorded In Error.

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

18.0 Foreclosure.

Judicial or Non Judicial foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds one thousand eight hundred dollars (\$1,800) or the assessments are more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of Civil Code or alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7 of Civil Code. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. A copy of the "Meet and Confer" Procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

19.0 Deed in Lieu of Foreclosure.

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

20.0 Payment Plan Agreement.

An owner of a separate interest may submit a written request to meet with the Board of Directors to discuss a payment plan agreement to allow the owner to make periodic partial payments on the entire balance of the assessment account in addition to assessments that will accrue during the payment plan period. The Association has no obligation to enter into such a payment agreement. If the Association accepts an agreement with the owner it shall be reasonable, as determined by the Board in its sole discretion, and in accordance with the standards for payment plans, if any exist. The payment agreement shall be in writing and will include a provision that additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Interest and administrative charges will accrue until the account is paid in full. The agreement will also include a provision that in the event of a default on the payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan. A lien will be recorded against the property to secure debt for the Association. The owner will be charged for the additional collection fees and costs to administer the payment plan. Payment plan requests outside of the Association's payment plan standards will require that the Board meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the 13.0 Notice of Intent to Record a Lien unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

21.0 Validation of Debt.

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

22.0 Disputes.

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

23.0 Dispute Resolution Procedure, Meet And Confer.

An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "Meet and Confer" program required in Article 5 (commencing with Section 1363.810) of Chapter 4 of the Civil Code. A copy of the "Meet and Confer" Procedure is attached to this collection policy as an ADDENDUM titled "Dispute Resolution, Meet And Confer, And ADR."

24.0 ADR - Alternative Dispute Resolution.

An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Article 2 (commencing with Section 1369.510) of Chapter 7 of the 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 judicial foreclosure. A summary of the ADR - Alternative Dispute Resolution CC 1369.520 is attached as an ADDENDUM to this policy titled "Dispute Resolution, Meet And Confer, And ADR."

25.0 Owner has Right to Request Meeting with Board.

An owner has the right to request a meeting with the board. The board shall meet with the owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the notice 13.0 Notice of Intent to Record a Lien, unless there is no regularly scheduled board meeting within that period, in which case the board may designate a committee of one or more members to meet with the owner.

26.0 Owner has Right to Review Association Records.

Owner has the right to review the Association records, pursuant to Section 1365.2 of the Civil Code. Owner should contact the Association's managing agent for the policies and procedures set forth to inspect the records.

27.0 Resolution Of Assessment Dispute By Alternative Dispute Resolution – Civil Code Section 1366.3 – is repealed effective January 1, 2006.

28.0 Other Remedies.

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

29.0 Address of the Association and the Board of Directors.

Owners should respond in writing or make payments to the address as directed by the designated agent. For the purpose of OVERNIGHT PAYMENTS mail to: 3732 Mt. Diablo Blvd., Suite 395 Lafayette, CA 94549. For the purpose of CORRESPONDENCE mail to: 3732 Mt. Diablo Blvd., Suite 395 Lafayette, CA 94549. These addresses are subject to change after the distribution of this policy. Notification of a change will be in writing to the membership through normal day-to-day correspondence from the association or its managing agent. It is the owners' responsibility to note any changes for their records.

30.0 Returned Payments.

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

31.0 Sufficiency of Notice.

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

32.0 Owner's Change of Address.

Owner is required to notify the Association of any change in the owner's name or mailing address. An owner may provide written notice by facsimile transmission or United States mail to the Association of a SECONDARY ADDRESS. If a secondary address is provided, the Association shall send any and all correspondence and legal notices required pursuant to the article to both the primary and secondary address.

33.0 Void Provisions.

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

ADDENDUM TO ASSESSMENT COLLECTION POLICY DISPUTE RESOLUTION, MEET AND CONFER, AND ADR

DISPUTE RESOLUTION, MEET AND CONFER PROCEDURE CC § 1363.850

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

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

NON-PARTICIPATION BY THE OWNER: If the owner declines to participate, the Association may begin Alternative Dispute Resolution, pursuant to Civil Code § 1369.520.

IF THE OWNER PARTICIPATES, THEN THE MEET AND CONFER TAKES PLACE:

A. Both parties shall meet and confer to resolve the dispute within forty-five (45) days of receipt of the written request by the other party.

B. The meeting shall take place promptly at a mutually convenient time and place. Each party shall explain their position and shall confer in good faith to resolve the dispute.

C. 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.

D. A written decision shall be made by the designated Board Member and delivered or received by the owner within ten (10) days after the meet and confer.

E. If the owner participates, but the dispute is resolved other than by agreement of the owner, the owner shall have the right to appeal to the Association's Board of Directors.

APPEAL:

A. If the owner disputes the resolution, an appeal must be taken to the Board of Directors within thirty (30) days of the date of the decision by the designated Board member.

B. If there is an appeal, the Board must hear the Appeal at its next regularly scheduled meeting in executive session, then issue a written decision within ten (10) days.

NO CONFLICT:

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

B. The agreement must be consistent with the authority granted to the Board of Directors or the Board must ratify the agreement.

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

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

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

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

ADR - ALTERNATIVE DISPUTE RESOLUTION CC § 1369.520 - [SUMMARY] As of January 1, 2006

1. If an association, owner or member of an association seeks either:

A. Declaratory or injunctive relief; or

B. Declaratory or injunctive relief and a claim for \$5,000 or less, including association assessments, concerning the enforcement of the governing documents; the parties shall submit their dispute to Alternative Dispute Resolution (ADR), such as mediation or arbitration. A Request for Resolution ("Request") begins the process and it shall include:

1) A description of the dispute;

2) A request for ADR

3) Notice that the party receiving the Request is required to respond within thirty (30) days or the Request will be deemed rejected.

C. This does not apply to small claims action.

2. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

3. If the Request is accepted, ADR shall be completed within ninety (90) days from the date of acceptance, or it can be extended by a written stipulation signed by both parties.

"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 1369.520 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW."

DISPUTE RESOLUTION PROCEDURES

Internal Dispute Resolution -- "IDR" -- Civil Code Section 1363.810 and following

By resolution of the Board of Directors, the Association hereby adopts the following procedure identified in California Civil Code Section 1363.840 for the internal resolution of disputes between the Association and its members involving their rights, duties, or liabilities under the governing documents of the Association, the Davis-Stirling Common Interest Development Act, and California Nonprofit, Mutual Benefit Corporation law. This procedure supplements other procedures under California law for alternative dispute resolution (e.g., mediation or arbitration) of such disputes. This procedure is intended to be fair, reasonable and expeditious within the meaning of Civil Code Section 1363.820(a).

Section 1363.840. Default Dispute Resolution Procedure

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

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

(3) The association's board of directors shall designate a member of the board to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

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

Additionally, the above procedure shall be supplemented by the following terms:

1. The Board of Directors shall have discretion (but shall not be obligated) to designate more than one member of the Board and/or the Association's managing agent to meet and confer with the member pursuant to this procedure.

2. For an agreement reached pursuant to this procedure to become binding on the parties and enforceable in court, it must be signed by the homeowner and a Board representative participating in the procedure and then ratified by the Board of Directors.

Alternative Dispute Resolution - "ADR" - Civil Code Section 1369.510 and following

1. "Alternative Dispute Resolution" ("ADR") means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. The form of ADR chosen may be binding or non-binding with the voluntary consent of the parties.

2. The Association or an owner or member may not file a lawsuit to enforce the laws relating to homeowners associations or the Association governing documents in the superior court unless both sides have endeavored to submit their dispute to ADR. ADR only applies to an enforcement action seeking declaratory, injunctive or writ relief, OR for that relief in conjunction with a claim for money damages not in excess of Five Thousand Dollars (\$5,000).

3. The requirement to try to ADR does not apply to small claims actions or assessment disputes.

4. A party wishing to initiate the ADR process shall serve all other parties to the dispute with a Request for Resolution, containing the following:

- a. A brief description of the dispute between the parties;
- b. A Request for Alternative Dispute Resolution;

c. A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the Request will be deemed rejected;

d. If the party on whom the Request is served is a member of the Association, a copy of Civil Code Sections 1369.510-1369.590.

5. Service of the Request for Resolution shall be by personal delivery, first class mail, express mail, fax, or other means reasonably calculated to provide the party on whom the Request is served actual notice of the Request.

6. The party on whom the Request for Resolution is served has 30 days following service to accept and reject the Request. If the party does not accept the Request within that period, the Request is deemed rejected.

7. If the Request for Resolution is accepted, the parties must complete the ADR process within 90 days after the party initiating the Request receives the acceptance, unless this period is extended in writing and signed by both parties.

8. The cost of ADR shall be borne by the parties.

9. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement lawsuit, the time limitation is tolled during the following periods:

a. 30 days from receipt of the Request;

b. If the Request for Resolution is accepted, 90 days after the party initiating the Request receives the acceptance, including any extension of time agreed to in writing by the parties.

10. If an enforcement lawsuit is filed, the party filing the suit shall also file a certificate stating one or more of the following:

a. ADR has been completed;

b. One of the other parties to the dispute did not accept the terms offered for ADR;

c. Preliminary or temporary injunctive relief is necessary.

11. Failure to follow a certificate is grounds for demurrer or motion to strike.

12. After an enforcement lawsuit is filed, the parties may agree in writing that the matter may be referred to ADR.

13. In an enforcement lawsuit in which fees and costs may be awarded pursuant to Civil Code Section 1354, the court may consider a party's refusal to participate in ADR in determining the amount of the award.

14. Failure of a member of the Association to comply with ADR requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

**Required Notice Regarding Assessments And Foreclosure
Civil Code § 1365.1 – Effective January 1, 2006**

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1, and 1367.4 of the Civil Code)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)

The association must comply with the requirements of Section 1367.1 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 1367.1 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 1367.1 of the Civil Code)

Required Notice Regarding Assessments And Foreclosure Civil Code § 1365.1 – Effective January 1, 2006

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 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 payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code)

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 5 (commencing with Section 1363.810) of Chapter 4 of Title 6 of Division 2 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 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 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 1367.1 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 1367.1 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 1367.1 of the Civil Code)

**CARRIAGE HILLS
RESIDENTS'
ASSOCIATION**

Architectural Guidelines
and
Standards

ARCHITECTURAL GUIDELINES AND STANDARDS

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CARRIAGE HILLS RESIDENTS' ASSOCIATION

Architectural Guidelines & Standards

Adopted by the Board of Directors on
11/24/92

I. PURPOSE

In order to maintain the architectural character of Carriage Hills Residents' Association (North) it is necessary that modifications of structures, materials and colors be compatible with the original design.

The Architectural Committee, by setting standards and approving additions or alterations, does not desire to stifle creativity, but to assure a continuity of design which will help preserve or improve the appearance and enhance the overall value of everyone's property.

Homeowners are reminded that approval from the Architectural Committee is required for additions or alterations that meet the following criteria:

All exterior structures, structural changes or landscape alteration of the owner's lot or home which is exposed to view from public walkways or streets must be approved by the Architectural Committee. This will exclude changes of a minor nature, including, but no limited to mow strips, sidewalks under 36" in width and decorative/landscape lighting. This includes back yards, front yards and side yards.

Failure to obtain the necessary approvals may constitute a **violation** of the Declaration of Covenants, Conditions, Restrictions (CC&R's) and **may require modification of removal of unauthorized work at the expense of the homeowner.**

In addition, a permit may be required from the City of Richmond Building Department or other governmental agencies. At its discretion, the Architectural Committee may request a copy of any permit issued by such governmental agency before the onset of construction.

The intent of these guidelines is to enhance the original concept of Carriage Hills, that beings an association of single family dwellings.

II. GUIDELINES

A. Submittal Procedures and Requirements

Approval of any project by the Architectural Committee does not waive the necessity of obtaining the required governmental permits. Obtaining any governmental permit does not waive the need for Architectural Committee approval.

1. Where to submit requests:

All requests are to be made by mail to the current principal office of the Carriage Hills Residents' Association, Attention: Architectural Committee:

Association Communications, Inc. CMF
3732 Mt. Diablo Blvd, Ste 395
Lafayette, CA 94549

2. **Construction Drawings:**

Plans must be prepared with clarity and completeness in accordance with applicable codes.

3. **Specifications:**

- a) List all materials, all dimensions, quality and finish.
- b) Indicate method of installation or application of material. This includes access needed through neighbor's yards and/or common areas.

4. **Color:**

- a) Indicate the color of stain or paint by manufacturer's number respective to building parts or surface. Color samples (swatches) are required if the color will remain the same.
- b) Samples of materials having inherent colors, such as masonry, may be required if they are to be used in their natural finish.

5. **Neighborhood Awareness:**

The intent is to advise your neighbors who own property adjacent to you lot in writing of your proposed work so that future conflicts may be avoided. This may take the form of:

- a) Obtaining dated signatures of neighbor(s) on your plans. A copy of the Request Form will be sent to each approving neighbor upon completion of the project.

The Architectural Committee recommends method "a" of notification as most expeditious. No application will be considered complete until the neighborhood awareness condition has been satisfied.

6. **Right of Entry:**

If construction work requires the use of common area property for the purpose of transporting labor materials or for the temporary storage of materials for the project, the applicant shall obtain written permission from the Carriage Hills Residents' Association for "Right of Entry" during the course of construction.

A copy of the letter requesting such permission shall include a Hold Harmless Agreement in favor of the Association prior to the commencement of construction. A security deposit or bond, as deemed necessary by the Architectural Committee may be required from the contractor or homeowner. Security Deposits will be refunded after completion of the project with appropriate deductions for any damage taken as necessary.

7. Required Copies:

Two (2) complete sets of plans must be submitted to the Architectural Committee showing the above described information. One is for the applicant's records, and one is for the Association's records.

8. Submittal:

- a) Plans bearing neighbor's signatures will either be approved or disapproved within fifteen (15) days after receipt by the authorized Architectural Committee member.
- b) Plans not bearing neighbor's signatures will be approved or disapproved within 30 days after receipt of the authorized Architectural Committee member.

In the event Architectural committee notification/response is not received within fifteen (15) days after the response time limit as indicated in Sections 8a) or 8b) above, the applicant may assume that the Architectural response is considered approved per Article 12, Section 12.5 of the CC&R's.

B. General:

1. Appeals:

In the event plans and specifications submitted to the Architectural Committee are disapproved thereby, the party or parties making such submission may appeal in writing to the Board of Directors. The written request must be received by the Board not more than thirty (30) days following the final decision of the Architectural Committee. Within forty-five (45) days following receipt of the request for Appeal, the Board shall render its written decision. The failure of the Board to render a decision within the said forty-five (45) day period shall be deemed as a decision in favor of the appellant.

2. Enforcement:

Failure to obtain the necessary approval from the Carriage Hills Residents' Association may constitute a violation of the Declaration of the Covenants, Conditions and Restrictions

(CC&R's) and may require modification or removal of the work at the expense of the homeowner. If necessary, the City of Richmond will be contacted to assist with this policy.

3. Violations

All residents have the right and the responsibility to bring to the attention of this committee any violation of any provision or standard herein.

III. Standards:

1) Fences:

All fence replacement or modification to include painting/coloration shall be submitted to the Architectural Committee prior to commencement of activity.

- a) All fences will be constructed of either redwood or pressure treated lumber.
- b) No fence will exceed six (6) feet in height.
- c) Fences are to be allowed to remain as natural wood, or may be coated with clear preservative.
- d) If painted, on Kelly Moore "Loam" or equivalent color by a different paint manufacturer is acceptable.
- e) Individual fence design will be approved on a "case by case" basis.
- f) For those properties that have rear property lines bordering either the lands of the East Bay Regional Parks, East Bay Municipal Utilities District or the common area belonging to the CHRA, and where the view from the rear property line does not overlook an adjacent back yard of another property in Carriage Hills, an alternative fence material which allows a view from ground level of the subject properties is allowable only as described herein. The acceptable material is a galvanized welded wire fabric with openings of approximately 2 inches by 4 inches in size (see Fig. 1) installed within the existing framework of the existing five foot high redwood fence per the detail shown in Figure 2 and 3 (See pages 7 & 8 of this document).
- g) Those residents with rear property lines abutting the common area along Castro Ranch Road or whose back fences are visible from Castro Ranch Road may not change the fence material along their property line.

B. Room Additions, Solariums, Sunrooms, Soild Patio Covers, Eaves, Balconies, Facias, and Awnings:

Structural or material additions or alterations of the exterior of any building shall conform to materials, character, and detailing as established on the existing building.

Solariums, sun rooms or similar structures shall be of aluminum and glass construction with anodized or powder coated finish with curved eaves. Appropriate permits will be secured. The proposed structure shall not interfere with other residential views. Each plan will be submitted with photos or a brochure of the proposed unit. A list of suggested units and manufacturers is on file with the Association and/or the Architectural Committee. The homeowner is required to consult with the Committee prior to starting the project.

C. Exterior Painting:

All exterior repainting of any dwelling or structure will be subject to Architectural Committee review and approval **except:**

- 1) If the new color even if the same as the original exterior color as originally applied by the contractor; or
- 2) The new color is a color previously approved by the Architectural Committee for use on the subject home.

This standard is not intended to restrict creativity, but to assure a continuity of appearance.

D. Landscaping:

- 1) Backyards shall be maintained in accordance with City and County codes.
- 2) Any proposed use of decorative rock, gravel or sand or any other artificial rock substance in the front yard in place of sod must be submitted to the Architectural Committee for approval. Dryscape must have plants.
- 3) The use of any type of synthetic grass in the front yard is prohibited.
- 4) No hedge type plant in excess of 18 inches in height (18") will be allowed adjacent to a frontal or street sidewalk.
- 5) No shrubs with thorns, that is considered hazard, shall be planted adjacent to the frontal or street sidewalk. Examples: roses, natal plum, cactus, bougainvillea, etc.

E. Swimming Pools and/or Spas:

- 1) **Any part of pool equipment exposed to view from public sidewalks, streets, trails paseos, green belts and parks shall require Architectural Committee approval. Drawings must indicate the location of the pool and equipment and the means of access to the proposed construction.**
- 2) **CAUTION: Pool construction, drainage and fencing will be required to conform to governmental agency requirements and codes.**
- 3) Copies of all pool building permits issued by the various governmental agencies will be required to complete Architectural Committee approval.

F. Patio Structures, Sunshades, Gazebos, Arbors, Trellises, and Cabanas:

- 1) Structures in this section shall conform to the original architectural character of the existing building.
- 2) Structures in this section shall be of wood composition with the sole exception of vertical supports which may be composed masonry or stucco surfaced.
- 3) Acceptable roofing materials for structures in this section are:
 - a) Those which match the existing roof of the dwelling only
 - b) Fire resistance
4. Unacceptable roofing materials for structures in this section include, but are not limited to:
 - a) Metal
 - b) Corrugated plastic
 - c) Corrugated fiberglass
 - d) Plastic webbing, split bamboo, reeded or straw like materials

In designing structures in this section, a minimum of intrusion upon the neighbor's privacy should be given every possible consideration.

G. Equipment Drainage:

If higher than the existing fence elevation, the shed shall conform to the same standards as set for Section F, Patio Structures, Sunshades, Arbors, Trellises, Gazebos and Cabanas.

H. Drainage and Fill:

- 1) You are legally responsible to insure the original course of surface water is not disturbed or altered as to adversely affect neighboring property.
- 2) Gutters, downspouts or scuppers which are installed to control water shed from roofs shall be primed and painted to match adjacent surface color.

I. Antennae:

- 1) Antennae, of any description, installed outside of dwelling, garage or separate structure are prohibited. (Article 4, Section 4.8)
- 2) Satellite dishes are subject to individual approval by the Architectural Committee.
 - a) No dish shall exceed eight feet (8') in diameter, if solid; or ten feet (10') in diameter if mesh.
 - b) All parts of the exterior apparatus shall be at least five feet (5') from the existing fence line.

J. Flagpoles:

The installation of permanent, in ground flagpoles shall be subject to review by the Architectural Committee.

K. Exposed Equipment:

Any installation of mechanical equipment (air conditioning, swimming pool water filtration, etc.) shall require approval from the Architectural Committee.

L. Window Tinting:

Windows may be tinted in all homes. No reflective materials may be used

M. Skylight and Solar Energy Equipment:

Any new installation (not replacement installation) or a rooftop structure to include solar energy equipment, skylights, etc. must have Architectural Committee approval prior to installation. The committee will review with emphasis on neighbor/neighborhood impact.

N. Basketball Standards:

All basketball standard requests must be submitted to the Committee for approval.

Placement of hoops may either be stationary or portable in the backyard

Portable hoops only will be allowed in the front yard and must be removed daily.

O. Conditions Not Included:

Any condition or material not included within this guideline shall become a matter of judgment on the part of the Architectural Committee and the Board of Directors.

CARRIAGE HILLS RESIDENTS ASSOCIATION

**ARCHITECTURAL GUIDELINES AND STANDARDS REVISION FOR THE PAINTING OF FENCES: -
February 15, 1995 Revision**

"Loam" color manufactured by Kelly Moore Paints is the preferred color for the painting of fences. They may also remain untreated or treated with a clear sealant. No Architectural Committee approval is necessary to clear-seal, paint or repaint fences in "loam" color (or equivalent color by a different manufacturer). All "visible" hillside fences or "visible" backyard fences must remain untreated, treated with a clear sealant, or be painted "Loam". All other paint colors or stains for the coloration or change in coloration of existing fences requires advance approval by the Architectural Committee and must be compatible with the existing color schemes of the house and immediate neighborhood. Any future coloration of fences must be in compliance with these guidelines.

GARAGE DOOR REPLACEMENT, adopted 2/15/95

Replacement of all garage doors and their color requires review and approval of the Architectural Committee. The design and color of the replacement door shall coordinate with the existing exterior design and color scheme of the house.

June 26, 1996

Carriage Hills Residence Association

REQUEST FOR ARCHITECTURAL / LANDSCAPE REVIEW

Homeowners are required to submit property improvement plans to the Association for review and comment prior to beginning the improvements. Each Carriage Hills homeowner is subject to these restrictions. City of Richmond approval and permits may be required but do not constitute approval of Carriage Hills Association.

NAME: _____ DATE: _____
(Please Print)

ADDRESS: _____ LOT NO. _____

PHONE: _____
(Home) _____ (Work) _____ Proposed Start Date: _____ Finish Date: _____

CHECK ALL THE FOLLOWING IMPROVEMENT TYPES THAT APPLY TO YOUR REQUEST

HOME IMPROVEMENTS:

- | | | | | |
|--|---|---|---|--|
| <input type="checkbox"/> Structural Addition | <input type="checkbox"/> Gazebo/Arbor | <input type="checkbox"/> Play structure | <input type="checkbox"/> Storage Shed | <input type="checkbox"/> Fence Addition |
| <input type="checkbox"/> Deck/Patio | <input type="checkbox"/> Greenhouse | <input type="checkbox"/> Pool/spa | <input type="checkbox"/> Dog run | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Trellis | <input type="checkbox"/> Lighting additions | <input type="checkbox"/> Lighting Standards | <input type="checkbox"/> Skylights | <input type="checkbox"/> Solar panels |
| <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Antennae | <input type="checkbox"/> Windows/Doors | <input type="checkbox"/> Gates | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Mail box enclosure | <input type="checkbox"/> Sculptures | <input type="checkbox"/> Garage doors | <input type="checkbox"/> Lot line adjustments | <input type="checkbox"/> Other (specify) |

LANDSCAPE IMPROVEMENTS:

- | | | | | |
|---|---|--|---------------------------------------|------------------------------------|
| <input type="checkbox"/> New Landscape | <input type="checkbox"/> Tree addition | <input type="checkbox"/> Tree removal | <input type="checkbox"/> Arbors/vines | <input type="checkbox"/> Hardscape |
| <input type="checkbox"/> Landscape lights | <input type="checkbox"/> Water features | <input type="checkbox"/> Other (specify) | | |

IF YOU ARE ONLY SUBMITTING A REQUEST TO CHANGE THE COLOR OF YOUR HOME:

1. Enclose paint manufacturer color samples with this application.
2. Identify which paint samples apply to body of the house, trim/fascia and trim accent colors.

ALL OTHER IMPROVEMENTS:

1. Submit your scale drawings and plot plans to: Association Communications, Inc., 3732 Mt. Diablo Blvd. Suite 395, Lafayette, CA 94549. Plans must be submitted in triplicate. Submissions not submitted in proper quantity may be duplicated by Association and charged to owner.
2. Plans which include pre-assembled structures or kits must include cut sheets or product specifications, colors, dimensions, materials and all other collateral material necessary for proper review.
3. The committee must be informed of all materials used in your improvements in sufficient detail for proper review. Where appropriate, submit samples or color photos of the material (brick, slate, wrought iron, lighting standards, etc.) In its sole discretion the Association may ask for more information regarding your improvement during the review process. While waiting for a response from the owner the 30-day approval time frame will suspend and then resume with receipt of additional information.
4. PLEASE NOTE: The City of Richmond requires approval of certain types of improvements. You may be required to get city permits and other conditions may apply. The owner is solely responsible for fulfilling any municipal requirements.

Owner Signature

Date

Neighbor Acknowledgement Signature

Address next to applicant

Date

Neighbor Acknowledgement Signature

Address next to applicant

Date

Neighbor Acknowledgement Signature

Address next to applicant

Date

NOTE: Improvement work may not commence without written approval of the Carriage Hills Association. Please submit plans anticipating up to 45 days for review and comment by the Architectural Committee. Unauthorized improvements are subject to removal.

CARRIAGE HILLS ASSOCIATION IMPROVEMENT APPLICATION (continued)

DESCRIBE YOUR IMPROVEMENT IN DETAIL:

WHO IS YOUR CONTRACTOR?

- I'm performing the work myself.
- My general contractor is: _____
- My landscape contractor is: _____
- I have/will familiarize(d) my contractor with the procedures required for access to Carriage Hills Association.
- The homeowner is the "person responsible" for damage to Carriage Hills common areas caused by himself or by his contractor while completing these improvements. By submitting this application I acknowledge responsibility for damage to the common areas by contractors entering Carriage Hills property at my invitation.

For Association Use Only:

Property Address: _____

Committee Member Name: _____ **Date:** _____

Recommend Approval as submitted: Recommend Approval with following conditions: Recommend Denial:

Committee Member Name: _____ **Date:** _____

Recommend Approval as submitted: Recommend Approval with following conditions: Recommend Denial:

Committee Member Name: _____ **Date:** _____

Recommend Approval as submitted: Recommend Approval with following conditions: Recommend Denial:

Management Company Instructions:

- Send response to owner based on Committee input noted above.
- Send hearing letter regarding unauthorized installation.
- Notify owner to cease work.
- Send notice of completion

For assistance, you may contact Association Communications, Inc. (925) 283-4900
You may email you application if properly filled out to – trevor@acihoa.com
Fax it to (925) 283-4907 or mail it to 3732 Mt. Diablo Blvd. #395, Lafayette, CA 94549

NOTE: Improvement work may not commence without written approval of the Carriage Hills Association. Please submit plans anticipating up to 45 days for review and comment by the Architectural Committee. Unauthorized improvements are subject to removal.



SOCHER

Sochar Insurance Agency
1065 E. Hillsdale Blvd., Suite 425
Foster City, CA 94404-1613

877.317.9300 Toll Free
877.317.9305 Toll Free Fax

hoainurance.net
CA Broker License No. 0C97535

Carriage Hills Residential Association 1365(f) Disclosure Summary Form

Property: Philadelphia Insurance Company: 01/01/10 01/01/11
\$135,000 Blanketed Common Area Property Limit. \$1,000 Deductible

General Liability: Philadelphia Insurance Company: 01/01/10 01/01/11
\$1,000,000 per occurrence/\$2,000,000 general aggregate with a \$0 deductible.
\$1,000,000 Non-owed and Hired Automobile Liability is included in this policy.

Umbrella Liability: Philadelphia Insurance Company: 01/01/10 01/01/11
\$3,000,000 Umbrella Liability Limit. \$0 deductible.

Directors and Officers Liability: Continental Insurance Company: 01/01/10 – 01/01/11
\$1,000,000 Directors & Officers Liability Limit \$1,000 Deductible.

Fidelity Bond: No Coverage exists through our Agency
Insured has coverage with CID Insurance/Hartford: Effective 9/01/09 – 9/01/10
with a limit of \$150,000. Please contact insured/carrier for current status.

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

Workers Compensation: Republic Indemnity Co of CA: 04/25/09 - 04/25/10
\$1,000,000 Workers Compensation Liability Limit. \$0 Deductible

Flood: No coverage exists through our Agency.

This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and 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.