Presidio Park Owners Association

To: All Members
From: The Board of Directors
Re: Fiscal Year 2026-2027 Annual Budget Report and Annual Policy Statement

I. Annual Budget Report

1. Pro Forma Operating Budget prepared on an accrual basis [Civil Code 5300(b)-(b)(1)]
   Monthly Assessment is $350.00
2. Assessment and Reserve Funding Disclosure Summary [Civil Code 5570]
3. Summary of the Associations Reserve [Civil Code 5300(b)(2) & 5565]
4. Summary of the Board-adopted Reserve Funding Plan [Civil Code 5300(b)(3)]
5. Mandatory Statements
   a. Deferral of Repair/Replace of Major Components [Civil Code 5300 (b)(4)]
   b. Anticipated Special Assessment [Civil Code 5300 (b)(5)]
   c. Mechanism for Funding Reserves [Civil Code 5300 (b)(6)]
   d. Associations Outstanding Loans [Civil Code 5300 (b)(8)]
6. Procedures used to Calculate and Establish Reserves [Civil Code 5300(b)(7)]
7. Summary of Associations Insurance Information [Civil Code 5300(b)(9)]

II. Annual Policy Statement

1. Person Designated to Receive Official Communications to Association [Civil Code 4035]
2. Members Ability to have Notices sent up to Two Different Addresses [Civil Code 4040]
3. Statement of the Posting Location for General Notices [Civil Code 4045]
4. Notice Members Right to Receive General Notice by Individual Delivery [Civil Code 4045]
5. Notice of Members Right to Minutes [Civil Code 4950]
6. Notice of Assessments and Foreclosure under [Civil Code 5730]
7. Assessment Collection Policy and Practices in Enforcing Lien Rights [Civil Code 5730]
8. Associations Discipline Policy and Schedule of Penalties [Civil Code 5850]
9. Associations Dispute Resolution Procedures (ADR and IDR) [Civil Code 5920 & 5965]
10. Summary of Procedures for Architectural Review [Civil Code 4765]
11. Address for Overnight Payment of Assessments [Civil Code 5310(a)(12)]

III. Additional Disclosures

1. Member Right to Attend and Speak at Meeting
2. Safety and Security Within the Community
3. Smoke and Carbon Monoxide Detectors
4. Distribution of Mailing List to Members
5. FHA / VA Disclosure for Condominium Associations
6. Member/Resident Contact Information
7. Leasing

We recommend you review the enclosed information and file it away in a safe place for future reference.

On behalf of the Board of Directors
Presidio Park Owners Association

Dear Owner,

Please take a few minutes and read through the Annual Disclosure Package. You will find this information helpful. **Monthly assessment amounts for the new Fiscal Year can be found in Section 2 Assessment and Reserve Funding Disclosure.** Payment on time and in full of the monthly assessments is essential for the Association to keep up with monthly operating costs such as utilities, maintenance and funding the reserves.

The Board of Directors and PMC encourage **all members** of the Association to **become involved** through **attending meetings** and **volunteering** as a member of the Board of Directors or a Committee when possible.

If you move, change contact information or change tenants please provide PMC an updated **Information sheet**. One is provided at the end of this packet. **You have an obligation to keep the HOA informed of changes.** Remember it is your responsibility as the owner to make sure your tenants receive a copy of the Rules and Regulations and/or CC&Rs (Use Restrictions) and abide by them.

If you have questions regarding your **monthly billing statement**, please call **858-485-9811**.
If you need **Insurance Information**, Declaration Pages or your Mortgage Lender requires a copy or additional information, please review the Insurance Enclosures. Your lender may contact the agent directly to be added as additional insured or to receive copies of the declarations.

The CID manager can provide an **Architectural Request Form** if you plan to made changes that require Board approval per your governing documents. Unauthorized changes may result in fines and/or removal.

If you have a concern that you feel the Board needs to address please attend the next meeting or send me an email. I am happy to pass it along for review or, if possible, help guide you to accomplish the goal. **As a reminder, Board Members have personal lives and are volunteers, please reserve comments or calls for the meeting OR contact management.** For general information, keys, remotes, to report common area concerns or if you are just not sure who to contact - email or call me dayana@pmchoa.com or 858-485-9811.

If you have an Emergency or Urgent matter involving Water Intrusion, Plumbing, Elevator, Spa, Gate or Common Area Maintenance, please call our office at 858-485-9811 and make sure the receptionist is aware of the problem so the call can be directed accordingly. If it is **after normal business hours**, please call our after hours emergency on call service at **858-569-2832**.

The Board of Directors is making every effort to keep both the operating and reserve costs to a minimum while ensuring there are enough funds to meet monthly and future obligations. **The primary obligation of the Board of Directors** is to protect, preserve and enhance the value of the property. The Board is also responsible for the maintenance, administrative and financial well-being of the Association. The CID Manager works at the direction of the **Board** to manage the day-to-day business of the Association. Our commitment is to assist the Board of Directors reach the short- and long-term goals of the Association.

Please Note: Association living is greatly enhanced when the membership works together towards a common goal while abiding to the standards set forth in the governing documents. Collectively this adds value to every member's investment by increasing property values, pride of ownership and quality of life.

PMC (Property Management Consultants, Inc) and I personally would like to take this opportunity to say **thank you for choosing us to be your Homeowners' Association Management Company and CID Manager. We would also like to say thank you to the Board Members, who are volunteers, and work diligently to ensure the success of the HOA as whole.**

Remember I am here to help and I am looking forward to seeing you at the next meeting!

Dayana Chavez – Association Manager

Presidio Park Owners Association

Annual Budget Report and Annual Policy Statement

I. Annual Budget Report

1. Pro Forma Operating Budget for the fiscal year prepared on an accrual basis (pg 12)

The Board of Directors has reviewed the operating budget as well as the reserves. Based on this review, the Board has determined that **an increase is not necessary at this time**. As a reminder, assessments are due on the 1st of each month. Assessments not paid by the 15th may be subject to a late fee.

2. Assessment and Reserve Funding Disclosure Summary f*or the Fiscal Year Ending 5/31/27*

(1) The regular assessment per ownership interest $**350.00** per __**mo**__. 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 month or year (If assessments are variable, see note immediately below):	Purpose of the assessment:
N/A		
	Total:	

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 report.

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

Yes __X__ 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 month or year:
	Total: N/A

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

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated

amount required in the reserve fund at the end of the current fiscal year (2027) is $**430,550**, based in whole or in part on the last reserve study or update prepared by **Property Management Consultants** as of **2024**. The projected reserve fund cash balance at the end of the current fiscal year is $**350,886**, resulting in reserves being **81**% funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is $________. (See attached explanation) (Based on Study projections)

(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, the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues and the projected percent funding for each of those years are as follows:

Year	Amount Required	Projected Balance	% Funded
2027	See pg 15		
2028			
2029			
2030			
2031			

If the reserve-funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be:

Year	Amount Required	Projected Balance	% Funded
2027	Same as above		
2028			
2029			
2030			
2031			

NOTE: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. ***At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 1.5 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.0 percent per year.***

3. Summary of the Association's Reserves (pg 13-14)

This summary of the Association's reserves is based on the latest update of that Reserve Study. The information in the Study includes:

a. The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.

b. The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components.

c. The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.

1. Based only on assets held in cash or cash equivalents.

d. The ratio, expressed as a percentage, between the current amount of cash reserves set aside, and the current deficiency in the reserve funding expressed on a per unit basis.

4. Summary of the Board Adopted Reserve Funding Plan (pg 15)

In conjunction with the budget review and in accordance with California Civil Code section 5550(a), the Board engages a professional reserve study analyst, at least once every three years, to prepare a reserve study, to review our reserve funding program and to make recommendations for future funding. The 3-year reserve study involves a visual inspection of our development. The accompanying replacement funding program reflects assumptions about future events. The replacement funding program is based on factors such as manufacturers' specifications, information from contractors and subcontractors, construction pricing, scheduling manuals and the reserve study preparer's experience. The analyst then uses this information to calculate and establish the reserve amounts needed to defray the future repairs, replacement or additions to the components that the Association is obligated to maintain.

A copy of the full reserve study is available upon request.

The Board of Directors adopted a funding plan based on the reserve study performed 2024 pursuant to Civil Code 5550(b)(5).

The Boards plan for funding reserves is to:
____1. Increase regular assessments by _____ % per year
____2. Levy a special assessment of the amount of $________ Per Unit
____3. Borrow $__________ from a bank
____4. Increase reserve contribution by _____ % per year
__X__5. Review the study annually and adjust contribution as needed

5a. Statement of Deferral/Decision to Not Undertake Repair/Replacement of Major Component(s)

In accordance with Civil Code section 5300(b)(4) and as of the date of this letter, the Board has chosen not to defer maintenance and will undertake replacement of any major component with a remaining life of 30 years or less.

5b. Statement of Anticipated Special Assessment(s)

In accordance with Civil Code section 5300(b)(5), and as of the date of this letter, the Board has preliminarily discussed the upcoming major expenditures and **will review whether there is a need for a special assessment during the upcoming fiscal year** to repair, replace or restore any major components or to provide adequate reserves. The foregoing statement is based on the reserve funding plan adopted pursuant to Civil Code section 5560 and the knowledge and information the Board has at the present time. Thus, this statement is not a guarantee, and it is subject to change in the future.

5c. Statement of Mechanism of Funding Reserves to Repair or Replace Major Components

The Board of Directors uses regular assessments to fund reserves to repair or replace major components. Special assessments may be used if needed.

5d. Statement of Association(s) Outstanding Loans

The Association has no loans.

6. Statement Addressing Procedures Used to Calculate and Establish Reserves

As provided in California Civil Code § 5550 a complete Reserve Study must be done at least once every three years and reviewed and adjusted annually. As required by Civil Code § 5570(b)(4), the Reserve Study has calculated the total reserves currently needed by determining the current cost of replacement or repair of each major component multiplied by the number of years the component has been in service and then dividing by the total useful life of the component. In effect, this computes the percentage of each component's useful life that has been used up as of the date of the Reserve Study's annual review and converts that to the current dollar cost of repair or replacement. For example, if a component costing $100,000 has a useful life of 10 years and has been is service for 3 years then 3/10 or 30% of its useful life has been used up. In other words, the portion of its useful life that has been consumed would be worth $30,000, thus the current cost of replacement or repair of that component would be $30,000. When these figures are added for all major components, the result is the current cost of replacement or repair for all major components. Note that Civil Code § 5570 does not require the Association to fund reserves in accordance with the above calculation.

Once the information has been gathered for the reserve study (including current monthly and annual contributions, current costs of replacement or repair for all major components as well as projected time frames for replacement, repairs and/or required maintenance of all major components, etc.), the preparer is then able to compare over a period of time the contribution to reserves as well as funds projected to be expended. The preparer can then determine if the current or projected funding level will be adequate or not over a period of time. The Board of Directors then uses this information to determine what, if any, actions they may need to take, such as levying special assessments, additional regular assessments, borrowing the necessary funds, evaluating if the work will need to be done when projected, or if it can be delayed (deferred) or a combination of these actions to generate the funds that will be required not just over the next several years but over the next 30 years.

7. Insurance Disclosure Information (pg 16)

"This summary of the association's policies of insurance provides only certain information, as required by subdivision (e) 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 itemized 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 brokers or agents for appropriate additional coverage."

According to the Association's governing documents all owners shall obtain and maintain personal liability insurance and fire and casualty insurance, at their sole expense, to protect against any damage to, or loss of the Owners personal property; any alterations, improvements and upgrades, etc. Resident owners and non-resident owners alike should purchase an insurance policy to cover personal property and liability. Ask your agent about loss assessment. If applicable, it is recommended that you advise tenants to carry personal insurance also. The association does not cover loss of use, personal property or personal liability. Also, the commercial master insurance policy for your homeowners association does not provide for loss of use, loss of earnings or additional living expenses that a unit owner may incur. Perils not insured include landslide, wear and tear, termites or dry rot.

Claims regarding the Association should be filed through your authorized Board of Directors representatives or property management firm.

II. Annual Policy Statement

1. **Statement of Name and Address of Person Designated to Receive Official Communications on behalf of the Association.**

Greg Grant
c/o Property Management Consultants, Inc.
11717 Bernardo Plaza Ct # 220
San Diego, CA 92128

2. Statement of Members' Ability to Have Notices Sent to up to Two Different Addresses

As provided in Civil Code sections 4040(b) owners have a right to receive (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address if they submit a secondary address to the Association. The owner's request must be in writing and must be sent to the Association in the manner provided in Civil Code sections 4035 and 5260.

3. Statement of the Posting Location for General Notices

The Association posts "General Notices" on the bulletin board near entrance.

4. Notice of Members' Rights to Receive General Notices by Individual Delivery

Documents designated by the Civil Code as requiring General Delivery or General Notice will be delivered using one of the methods detailed in Civil Code section 4045(a). If a member of the Association wishes to receive these general notice documents by individual delivery, they must make such a request to the Association, and the Association will comply with the request.

5. Notice of Members' Right to Minutes

The minutes or a summary of minutes of a Board meeting, other than an executive session are available to members within 30 days of the meeting. Minutes, proposed minutes, or summary of minutes will be distributed to any member upon request and upon reimbursement of the Association's costs for making that distribution. In order to make a request for a copy of minutes, members should contact the Community Manager via e- mail, and/or in writing.

6. Statement of Association's Policies for Collection of Delinquent Assessments

For the Association's Collection Policy see **(pg 17-18)**

7. Statement of Association's Violation Policy and Fine Schedule

For the Associations Violation Policy and Fine Schedule see **(pg 19-20)**

8. Notice of Assessments and Foreclosure under Civil Code section 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 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 become delinquent 15 days after they are due. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code).

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests. (§ 5725).

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 an association responsibility. (Civil Code § 5675).

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 association records to verify the debt. (§ 5660).

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. (Civil Code § 5685)

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. (Civil Code § 5655)

An owner may, but is not obligated to, pay under protest any disputed charge levied by the association, including, 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. (Civil Code § 5685)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans. (Civil Code § 5665)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Civil Code § 5655)

9. Summary of Association's Dispute Resolution Procedures (ADR and IDR)

I. ASSOCIATION'S INTERNAL DISPUTE RESOLUTION PROCESS (IDR)

In accordance with Civil Code, Article 2, § 5900 et seq., the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with "Disputes" relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code § 4000 et seq.) and Section 7110 et seq. of the Nonprofit Mutual Benefit Corporation Code. This supplements, and does not replace, Article 3 of Chapter 7. Section 5925 states "an association shall make maximum, reasonable use of available local dispute resolution programs involving a neutral third party."

Pursuant to Civil Code Section 5910, either party to a Dispute may invoke the following procedure:

(a) The party may request in writing, including a brief description of the dispute, that the other party meet and confer in an effort to resolve the dispute.

(b) The notice must include that the party receiving the request must respond to said request within 30 days or it will be deemed rejected. If the party receiving the request agrees to ADR, the procedure must be completed within 90 days.

(c) If a request is received from a member, the association shall participate in the procedure.

(d) If a request is invoked by the association, the member may elect not to participate in the procedure. If the member participates but the dispute is resolved other than by agreement of the member, the member shall have a right of appeal to the association's board of directors.

(e) A resolution of the dispute pursuant to the procedure, that is not in conflict with the law or the governing documents, binds the association and is judicially enforceable. An agreement reached pursuant to the procedure, that is not in conflict with the law or the governing documents, binds the parties and is judicially enforceable.

(f) 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.

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

II. ALTERNATIVE DISPUTE RESOLUTION ("ADR")

Please be advised that California Civil Code § 5925 et seq. requires that the. Association and owners endeavor to submit certain types of "Disputes" to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute, which may require ADR pursuant to Civil Code § 5925 et seq., please review all of the provisions of the statute or seek your own independent legal counsel.

PARTIES BOUND BY THE STATUTE

The parties required to comply with the statute are the Association (through the Board) and any owners of record.

DISPUTES SUBJECT TO THE STATUTE (QUALIFYING DISPUTES)

Section 5930 provides that the Association or owners may not file an enforcement action in the Superior Court unless the parties have endeavored to submit their dispute to ADR. An "enforcement action" is defined as a civil action or other proceeding for any of the following purposes:

1) Enforcement of the Davis-Stirling Common Interest Development Act (Civil Code § 4000 et seq.);
2) Enforcement of the Nonprofit Mutual Benefit Corporation law, commencing with Corporations Code § 7110.
3) Enforcement of the Association's governing documents.

Where, however, an owner has a private dispute with another owner or a tenant, or the Board has a dispute with a third party such as a landscaper, such a dispute is not within the confines of the statute.

DISPUTES SPECIFICALLY EXCLUDED FROM THE STATUTE

The ADR statute applies only to an enforcement action that is solely for declaratory, injunctive or

writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of $5,000. The following types of disputes are specifically excluded from being required to resort to ADR:
1) A Small Claims action;
2) Assessment collection, except as provided for in Civil Code Section 5625.4;
3) Claims for money damages in excess of $5,000 along with a claim for declaratory, injunctive or writ relief;
4) Actions for preliminary or temporary injunctive relief; and
5) The filing of a cross-complaint in response to a complaint already filed

COMPLIANCE PROCEDURES

A. INITIATING PARTY. The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party a "Request for Resolution" including the following information and language:

1) A brief description of the dispute;
2) A request that the matter be submitted to ADR;
3) A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected.
4) If the party on whom the Request is served is an owner, a copy of Civil Code § 5925 et seq.

B. SERVICE. A Request for Resolution may be served by personal delivery, first-class mail, express mail, facsimile or other means reasonably calculated to provide the Responding Party actual notice of the Request.

C. RESPONDING PARTY'S OBLIGATION. Upon receipt of a Request for Resolution the Responding Party, whether the Association or an owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected."

D. TIME FOR COMPLETION OF ADR. Where the Request is accepted, the parties must complete ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend this period.

E. COST OF ADR. The cost of ADR shall be borne by the parties.

F. TOLLING OF STATUTE OF LIMITATIONS. If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in Civil Code §5945.

G. CERTIFICATE. In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) Alternative dispute resolution has been completed in compliance with 5925 et seq.; (2) One of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or, (3) preliminary or injunctive relief is necessary.

CONSEQUENCES FOR FAILURE TO COMPLY WITH THE ADR LAW

The failure to file the aforementioned certificate with the Court is grounds for a demurrer or motion to strike unless the Court finds that dismissal of the action for failure to comply would result in substantial prejudice to one of the parties. Additionally, in awarding attorneys' fees and costs, a court may consider whether a party's refusal to participate in ADR before commencement of the enforcement action was reasonable. As a result, it is important to seek independent counsel in the event that you, as an owner have further questions.

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

The preceding summary has been provided in accordance with Civil Code Section 5965.

10. Statement of Procedures for Architectural Review

According to the Association's governing documents, all changes to the common area and/or exterior of any unit/lot by an owner as well as certain changes to the exclusive use common area and/or interior of any unit require the prior written approval of the Association's Board of Directors (and in some cases a certain percentage of the owners must approve such a change). Please refer to the Association's governing documents.

1. The governing documents require that prior written approval be obtained from the community association to make certain physical change to the homeowners' separate interest property or common area.
2. Requests shall be received in writing and will be reviewed in a fair, reasonable and expeditious manner.
3. Upon receipt of the application, including complete plans and specifications, if applicable, the Board will respond in writing to the member within thirty (30) days after reviewing the application.
4. Decisions shall be made in good faith and may not be unreasonable, arbitrary or capricious, consistent with any governing provision of law, including, but not limited to the Fair Employment and Housing Act or a building code or other applicable law governing land use or public safety.
5. If the proposed change is disapproved by the Board, the written decision will include the explanation of why the change was disapproved.

11. Statement of Address for Overnight Payment of Assessments

Property Management Consultants, Inc.11717 Bernardo Plaza Ct # 220, San Diego CA 92128

III. Optional Disclosures

1. Distribution of Mailing List to Owners

The Association is required by Civil Code section 5200(a), under the circumstances covered by the statute, to provide members with the name, property address, and mailing address of all members. Association members may opt out of sharing his or her name, property address and mailing address by notifying the Association in writing that the member prefers to be contacted via the alternative process described in Corporations Code section 8330(c). The alternative method may require the member wanting the list to provide the materials to the Association for the Association to mail it to the members who have opted out without revealing the mailing list information to the requesting member. Any opt-out remains in effect until changed by the member.

2. Member Right to Attend and Speak at Meetings

Any member may attend Board meetings, except when the Board adjourns to, or meets solely in, executive session. The Board shall permit any member to speak at any meeting of the Association or the Board, except for meetings of the Board held in executive session. The Board shall establish a reasonable time limit for all members of the Association to speak to the Board or before a meeting of the Association.

3. Safety and Security within the Community

While Associations may take precautions to prevent crime such as secure access to common area facilities, enhanced lighting, neighborhood watch programs, these features cannot be relied upon to guarantee your personal safety. Do not rely on the Association to protect you from loss or harm. Each Member/Resident should be vigilant in taking action for their own security. Do not keep valuables in your car, lock your doors, do not open the door to strangers, install a home security system, travel in pairs if possible, carry insurance. Owners must communicate these facts to their tenants and guests.

4. Requirement for Owners to have Smoke and Carbon Monoxide Detectors in their Units

Owners are required by law to have operational smoke detectors and carbon monoxide detectors. [Health and Safety Code §§13113.8, 17926-17926.2] Please note that it is common for many detectors to last no longer than 10 years, so please test your detectors regularly, follow the manufacturer's instructions about replacement and replace them whenever their useful life ends. If you have tenants, there are battery-operated detectors that have tamper-resistant features to prevent removal of batteries. Some hard wired detectors have batteries designed to last for the life of the detectors.

5. Federal Housing Administration (FHA): Disclosure for Condominium Associations

Certification by the **Federal Housing Administration (FHA)** may provide benefits to members of an Association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project.

The Association of this common interest development is **not** certified **by the FHA**.

This statement is made based on information obtained from the U.S. Department of Housing and Urban Development **FHA** condo approval search site located at https://entp.hud.gov/idapp/html/condlook.cfm and is assumed accurate as of July 1, 2021. Neither Property Management Consultants, Inc., nor the Board of Directors of the Association make any warranty or guarantee as to the status of certification. It is the responsibility of the common interest owner, agent, lender or any other interested party to verify the status of **FHA** certification for this Association.

The **FHA** approval search site for condominiums is: https://entp.hud.gov/idapp/html/condlook.cfm

Approval of a FHA loan **is pursuant to the Association and applicant meeting all** FHA guidelines **at the time an application is submitted.**

Department of Veterans Affairs (VA): Disclosure for Condominium Associations

Certification by **the Department of Veterans Affairs (VA**) may provide benefits to members of an Association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development is a condominium project.

The Association of this common interest development is **not** certified **by the VA**.

This statement is made based on information obtained from the Department of Veterans Affairs VA condo approval search site located at https://lgy.va.gov/lgyhub/condo-report and is assumed accurate as of July 1, 2021. Neither Property Management Consultants, Inc., nor the Board of Directors of the Association make any warranty or guarantee as to the status of certification. It is the responsibility of the common interest owner, agent, lender or any other interested party to verify the status of **VA** certification for this Association.
The **VA** approval search site for condominiums is: https://lgy.va.gov/lgyhub/condo-report

Approval of a **VA** loan is pursuant to the association and applicant meeting all **VA** guidelines at the time an application is submitted.

6. Member/Resident Contact Information see **(pg 21)**

Members have an obligation to keep the Association informed of changes of contact information as well as residency in their unit. If you move, update your contact information or rent out your unit please provide the Association with an updated resident information form.

This ensures the Association or Management Company can reach you in case of an emergency as well as make sure you are receiving essential correspondence regarding the Association.

If you need additional forms please contact the HOA manager below.

(a) A member shall, on an annual basis, provide written notice to the association of all of the following:

(1) The member's preferred delivery method for receiving notices from the association, which shall include the option of receiving notices at one or both of the following:
(A) A mailing address.
(B) A valid email address.
(2) An alternate or secondary delivery method for receiving notices from the association, which shall include the option to receive notices at one or both of the following:
(A) A mailing address.
(B) A valid email address.
(3) The name, mailing address, and, if available, valid email address of the owner's legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the member's extended absence from the separate interest.
(4) Whether the separate interest is owner-occupied or is rented out.

If a member fails to provide the notices set forth in subdivision (a), the last mailing address provided in writing by the member or, if none, the property address shall be deemed to be the address to which notices are to be delivered.

7. Leasing see **(pg 20)**

If you have questions concerning any of the enclosed material, please contact the Association Manager, Dayana Chavez, at Property Management Consultants, Inc. by phone (858) 485-9811, by email dayana@pmchoa.com or by mail at 11717 Bernardo Plaza Ct # 220, San Diego, CA 92128.

Presidio Park Owners Association
June 1, 2026 - May 31,2027
Budget

INCOME					
	$350 Dues	2026	2027	2027	
		Monthly	Monthly	Annual	
Acct. #	**Name**	**Budget**	**Budget**	**Budget**	**Variance**
41100	HOA Fees	$ 12,600.00	$ 12,600.00	$ 151,200.00	$ -
41200	Late Fees				
41900	Fines				
42000	Move In\Out Fees				
	Total Income	**$ 12,600.00**	**$ 12,600.00**	**$ 151,200.00**	$ -
EXPENSE					
50900	Telephone Service	$ 128.00	$ 128.00	$ 1,536.00	$ -
51200	Misc. Admin	$ 25.00	$ 25.00	$ 300.00	$ -
51400	Audit & Tax Prep	$ 129.00	$ 129.00	$ 1,548.00	$ -
51500	Management Fee	$ 925.00	$ 950.00	$ 11,400.00	$ 25.00
58500	Income Taxes	$ 21.00	$ 21.00	$ 252.00	$ -
58600	Fire & Liability Ins	$ 950.00	$ 991.00	$ 11,892.00	$ 41.00
58800	Licenses, Permits			$ -	$ -
	Total Admin	**$ 2,178.00**	**$ 2,244.00**	**$ 26,928.00**	**$ 66.00**
60100	Electricity	$ 231.00	$ 430.00	$ 5,160.00	$ 199.00
60300	Water/Sewer	$ 2,625.00	$ 2,625.00	$ 31,500.00	$ -
60700	Janitorial Service	$ 119.00	$ 119.00	$ 1,428.00	$ -
60800	Landscape Contract	$ 890.00	$ 890.00	$ 10,680.00	$ -
61400	Trash Removal	$ 854.00	$ 854.00	$ 10,248.00	$ -
62000	Pest Control	$ 118.00	$ 118.00	$ 1,416.00	$ -
63000	Misc. Common Area Maint	$ 100.00	$ 200.00	$ 2,400.00	$ 100.00
60740	Power Washing	$ 100.00	$ 100.00	$ 1,200.00	$ -
63200	Plumbing\Repairs	$ -	$ -	$ -	$ -
63610	Jetting Maintenance (Mainline)	$ 115.00	$ 115.00	$ 1,380.00	$ -
63400	Gate Maint\Repairs	$ 125.00	$ 125.00	$ 1,500.00	$ -
63800	Fire Prevention	$ 38.00	$ 38.00	$ 456.00	$ -
64000	Contingency	$ -	$ -	$ -	$ -
	Total Maint	**$ 5,315.00**	**$ 5,614.00**	**$ 67,368.00**	**$ 299.00**
65000	Reserves	$ 5,107.00	$ 4,742.00	$ 56,904.00	$ (365.00)
	TOTAL BUDGET	**$ 12,600.00**	**$ 12,600.00**	**$ 151,200.00**	$ -

Presidio Park Owners Assoc.
RA Distribution of Accumulated Reserves

Description	Remaining Life	Replacement Year	Assigned Reserves	Fully Funded Reserves
Seal - Landings	0	2024	25,000	25,000
Paint- Exterior Wood Soffits, Fascia & Siding	1	2025	4,792	4,792
Paint- Storage Sheds, Utility Doos & Entry ..	1	2025	6,229	6,229
Paint- Exterior Stucco (Bldg 3)	1	2025	10,797	10,797
Paint- Exterior Stucco (Bldg 2)	1	2025	12,251	12,251
Paint- Exterior Stucco (Bldg 1)	1	2025	14,565	14,565
Tree Trimming	2	2026	2,500	2,500
Paint Concrete Walls & Columns (Parking A..	2	2026	4,272	4,272
Sewer Drains Clean Out	3	2027	1,250	1,250
Termite Tenting	3	2027	18,577	18,577
Striping - Parking Stalls	4	2028	1,704	1,704
Paint - Metal Fence (South)	4	2028	2,085	2,085
Replace - Asphalt Overlay (3")	4	2028	66,163	66,163
Fire Alarm Control Panel	5	2029	2,115	2,115
Seal/Paint - Perimeter Wood Fence	5	2029	2,764	2,764
Replace - Entry Access Sysytem	5	2029	3,265	3,265
Paint- Iron Railing & Stair Channels	5	2029	3,509	3,509
Replace- Asphalt Shingle Roof (Bldg 1)	5	2029	34,759	34,759
Paint - Unit Doors	6	2030	1,157	1,157
Replace- Exterior Light Fixtures (30%)	7	2031	377	377
Plumbing Leak Repairs	7	2031	625	625
Stucco & Concrete Wall Repairs	7	2031	* 232	625
Replace- Fire Extinguisher Boxes	7	2031		2,070
Replace - Vehicle Gate Operator	7	2031		6,812
Replace - Vehicle Gate	7	2031		9,392
Replace- Perimeter Wood Fence	7	2031		15,488
Replace- Asphalt Shingle Roof (Bldg 2)	7	2031		24,598
Replace- Backflow Preventer Valve	9	2033		109
SB326 - Elevated Structure Inspection	9	2033		3,000
Replace- Asphalt Shingle Roof (Bldg 3)	9	2033		16,042
Replace- Utility Doors	10	2034		1,784
Replace- Pedestrian Entry Gate	12	2036		739
Replace - Pedestal Mailboxes	12	2036		5,471
CCTV Security System	12	2036		5,914
Replace- Gutters & Downspouts	12	2036		11,132
Replace - Metal Fence (South)	17	2041		12,158
Replace - Metal Railings (Upper Walkways ..	17	2041		32,499
Aluminum/Vinyl Window & Sliders	Owners responsibility			
Annual Roof Maintenance	Maintenance/Operating Budget Item			
Concrete - Walkways	Life of Project			

Presidio Park Owners Assoc.
RA Distribution of Accumulated Reserves

Description	Remaining Life	Replacement Year	Assigned Reserves	Fully Funded Reserves
Landscaping Extras	Maintenance/operating budget item			
Posted Property Signs	Maintenance/operating budget item			
Total Asset Summary			$218,987	$366,589
Contingency at 5.00%			$10,949	$18,329
Summary Total			$229,936	$384,919

Percent Fully Funded 60%
Current Average Liability per Unit (Total Units: 36) -$4,305
'' Indicates Partially Funded*

Presidio Park Owners Assoc.
RA Component Funding Model Projection

Beginning Balance: $229,936

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Funded Reserves	Percent Funded
2024	499,027	54,991	823	25,000	260,750	396,032	66%
2025	513,848	57,570	840	52,270	266,890	381,402	70%
2026	529,114	58,224	1,010	10,231	315,893	413,370	76%
2027	544,837	62,278	1,126	28,411	350,886	430,550	81%
2028	561,032	63,464	1,027	92,424	322,953	383,096	84%
2029	577,713	62,043	952	84,921	301,028	344,404	87%
2030	594,894	65,991	1,147	9,672	358,494	387,147	93%
2031	612,591	64,318	977	114,627	309,161	320,911	96%
2032	630,819	61,954	1,068	38,003	334,180	336,878	99%
2033	649,594	61,834	1,102	53,385	343,731	339,110	101%
2034	668,931	59,557	1,306	3,440	401,153	396,895	101%
2035	688,849	62,447	1,476	13,842	451,235	446,644	101%
2036	709,365	60,398	1,502	55,458	457,677	454,886	101%
2037	730,496	65,682	1,288	125,881	398,766	388,794	103%
2038	752,261	65,153	1,470	14,587	450,804	442,714	102%
2039	774,678	69,009	1,602	31,210	490,204	481,954	102%
2040	797,769	70,870	1,687	47,255	515,506	506,748	102%
2041	821,552	74,403	1,385	160,637	430,657	411,606	105%
2042	846,048	73,322	1,613	10,215	495,378	478,130	104%
2043	871,280	77,544	1,369	146,881	427,410	400,739	107%
2044	897,268	77,455	1,562	23,660	482,767	456,243	106%
2045	924,036	80,375	1,764	23,014	541,892	516,123	105%
2046	951,607	78,086	2,030	5,000	617,009	599,511	103%
2047	980,006	84,401	2,008	89,926	613,491	595,690	103%
2048	1,009,256	85,743	2,135	50,820	650,550	636,250	102%
2049	1,039,383	90,021	1,615	238,618	503,568	477,190	106%
2050	1,070,415	92,742	1,868	20,797	577,381	551,270	105%
2051	1,102,377	97,977	1,637	163,571	513,423	475,728	108%
2052	1,135,299	95,505	1,945	10,177	600,697	566,298	106%
2053	1,169,208	103,273	1,965	96,115	609,821	569,199	107%

PRESPAR-01 LDEVITO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2026

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alcott Insurance Agency
3945 Idaho Street
San Diego, CA 92104

CONTACT NAME: Steven Brooks
PHONE (A/C, No, Ext): (619) 293-3800 FAX (A/C, No): (619) 293-3896
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty Ins Co of A	19046
INSURER B : Travelers Prop Cas Co of Amer	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Presidio Park Owners Assoc
c/o Property Mgmt Consultants
11717 Bernardo Plaza CT, Ste. 220
San Diego, CA 92128

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			6801F026938	11/1/2025	11/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			6801F026938	11/1/2025	11/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE			CUP1F02918A	11/1/2025	11/1/2026	AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 4775-4779 Seminole Drive, San Diego CA 92115.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

f. **Statement of Assessment & Collection Policies (Civil Code 5730)**

PRESIDIO PARK HOMEOWNERS ASSOCIATION

Collection Policy

Timely payment of regular and special assessments is of critical importance to the Association. A member's failure to pay monthly assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payments of their assessments to bear a disproportionate share of the community's financial obligations. Therefore the Board of Directors has compiled the following policies and procedures concerning the collection of delinquent assessment accounts. These policies are compiled using the Association's Governing Documents and the Civil Code as reference.

1) **Assessment Due Date:**
All regular assessments shall be due and payable on the first day of each month. Regular Assessments shall be delinquent if not paid within 15 days after its due date.

All other Assessments shall be due and payable on the first day of each month. Other Assessments shall be delinquent if not paid within 15 days after their due date.

2) Late Fees:
If any installment of assessment is not made according to paragraph 1 above, a late payment in the amount of 10% shall be imposed and the Association shall be entitled to recover any reasonable collection costs, including attorney fees, that the Association incurs in its efforts to collect the delinquent sums.

3) Interest Charges:
If an assessment payment is delinquent for more than 30 days, interest may be imposed on all sums due, including the delinquent assessment, collection charges, and late charges, at an annual percentage rate of 12%.

4) Lien Policy:
Prior to filing a lien for delinquent assessment, the Association or its agent shall cause a warning letter to be sent via certified mail, to the unit owner when the account is more than sixty (60) days past due. If the delinquent account is not paid current within thirty (30) days, the Association or its agent may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment (assessment lien) concerning all sums that are then delinquent, including the delinquent assessment, late charges, costs and reasonable attorney fees. Recording this notice creates a lien, which is subject to foreclosure, against the delinquent owner's property. Before filing a lien, owners will be given a chance to submit a written request to "meet and confer" with the Board or request dispute resolution.

5) Enforcement of Lien:
If the delinquent account is not paid current after the filing of the lien, the Association may enforce the lien in any manner permitted by law, including but not limited to foreclosure or lawsuit for money damages. The association may begin foreclosure when the principal assessment amount exceeds $1,800 or is more than 12 months delinquent.

6) Foreclosure Costs:
If a lawsuit or foreclosure procedure is initiated by the Association to recover assessments, the Association is entitled, by law and by the Declaration of Restrictions, to recover not only the amount in default, plus late charges, but also reasonable costs of collection, including trustee fees, title company charges, and attorney fees.

7) Reasonable Costs of Collection:
The Association is entitled to collect all of the following as reasonable costs of collection: interest, late fees, collection expenses, administration fees, attorney's fees, reimbursement assessments, or any other amounts due to the Association.

8) Application of Payments:
Payments received on delinquent assessments will be applied to the owner's account as follows: payments shall be applied first to the principal delinquent balance. Only after the principal is paid in full shall any payments be applied to interest, late charges, collection expenses, administration fees, attorney fees, reimbursement assessments, or any other amount due to the Association which results in continued delinquencies.

9) Release of Lien:
As soon as a delinquent owner has paid in full all delinquent assessments and charges, including attorney fees, the attorney will prepare a Release of Lien which will be recorded in the County Recorder's office of the county in which the lien was recorded. If payment is made by personal check, the request for the lien release is subject to as waiting period of 10-12 days for the check to clear. No waiting period applies to payments made in cash, cashier's check, or money order.

10) No Waiver:
Failure of the Association to strictly enforce this policy is not a waiver of its rights to collect delinquent sums.

11) Pay Under Protest:
An owner may, but is not obligated to, pay under protest any dispute 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 reserves the right to contest the disputed charge or sum in court or otherwise.

12) Mailing Payments:
Remit your payments by mailing or hand delivering to:

PRESIDIO PARK OWNERS ASSOCIATION
11717 Bernardo Plaza Court, #220
San Diego, CA 92128

h. **Discipline Policy and Fine Schedule**

VIOLATIONS AND FINES

No matter who violates the provisions of the CC&Rs or Rules & Regulations (unit owners, tenants, guests, contractors, delivery persons, etc.), the unit owner is responsible. Non-compliance with any part of the CC&Rs or Rules & Regulations is subject to fines as described below. As stated in the introduction, it is important for residents to read and understand the contents of the governing documents and to address questions before taking an action resulting in a fine. Ignorance of the contents of the governing documents does not relieve owners of the responsibility for actions taken.

Rules and Regulations Enforcement Procedures

The Association has the right to enforce the Association's rules and regulations. This right includes several options: requesting the violator to cease the offending action; suspending the violator's rights; levying fines; taking legal action.

When the Board receives a complaint of a violation, the Board will investigate the allegation and will decide on the action to be taken. Please note nothing in this section obligates or requires the Board to take legal action against an individual resident. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

Due Process:

Prior to the imposition of any fine or suspension of rights, the homeowner shall be given notice and an opportunity to appear in person at a Board meeting for an informal meeting before the Board of Directors to argue against the proposed discipline. In lieu of the personal appearance, the owner may choose to submit written comments to the Board. Within fifteen (15) days following the hearing, the Board shall notify the owner, in writing, of the hearing decision.

Procedures and/or Fine Schedules for All Violations:

Financial assessments may be levied by the Board of Directors against individual owners for violations of the CC&Rs or the Rules & Regulations.

Fines for violations shall be levied in accordance with the following schedule as a minimum:

Hazardous activities (Any action that would harm or place in danger any resident or property) - $100.00
Vehicle and parking restrictions - $25.00
Use restrictions - $25.00
Noise and obnoxious activity (Anything heard outside your unit) - $25.00
Any violation of the Bylaws, CC&Rs, or Rules & Regulations not specifically mentioned – $25.00
Unauthorized improvements to property - $100.00
Bulk Dumping or other trash left outside of the dumpsters - $500.00

Fines shall be in addition to any applicable cost of repair, or other reimbursement of any cost incurred by the Association. Fines for continuing or repeated violations will be doubled with each similar offense.

12.2. LEASE OF DWELLING.

12.2.1. REQUIREMENTS OF ALL LEASES.
Any Owner who wishes to lease his or her Condominium must meet each and every one of the following requirements, and the lease will be subject to these requirements whether they are included within a lease or not:
(a) All leases must be in writing;
(b) Unless the Owner remains in occupancy, the lease must be for the entire Condominium, and not merely parts thereof, and shall include the Unit and its appurtenant Exclusive Use Common Area(s), as applicable, and no such lease shall allow the tenant to forfeit the use of such Exclusive Use Common Area;
(c) No lease shall be for a period of less than thirty (30) days;
(d) All leases shall be subject in all respects to the provisions of this Declaration and the other Project Documents;
(e) All Owners who lease their Condominiums shall promptly (not later than 10 days after entering into such lease) notify the Secretary of the Association in writing of the names of all tenants and members of tenants' family occupying such Condominium(s) and shall provide the Secretary of the Association with a complete copy of the lease. In addition, all Owners leasing their Condominium shall promptly notify the Secretary of the Association of the address and telephone number where such Owner can be reached.

12.2.2. FAILURE OF TENANT TO COMPLY WITH PROJECT DOCUMENTS.
(a) Any failure of a tenant to comply with the Project Documents shall be a default under the lease, regardless of whether the lease so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant;
(b) If any tenant is in violation of the provisions of the Project Documents, the Association may bring an action in its own name and/or in the name of the Owner to have the tenant evicted and/or to recover damages. If the court finds that the tenant is violating, or has violated any of the provisions of the Project Documents, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the Owner is not the plaintiff in the action and/or the tenant is not otherwise in violation of tenant's lease. For purposes of granting an unlawful detainer against the tenant, the court may assume that the Owner or person in whose name a contract (the lease or rental agreement) was made was acting for the benefit of the Association. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies which the Association has. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.
(c) The Association shall give the tenant and the Owner notice in writing of the nature of the violation of the Project Documents, and twenty (20) days from the mailing of the notice in which to cure the violation, before the Association may file for eviction.
(d) Each Owner shall provide a copy of the Project Documents to each tenant of his Condominium. By becoming a tenant, each tenant agrees to be bound by the Declaration, the Bylaws, the Rules of the Association and any other Project Document, and each tenant recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of the Declaration, the Bylaws, the Rules of the Association and any other Project Document. Notwithstanding the foregoing, each Owner is responsible and liable to the Association for the acts or omissions of its tenant, including reasonable attorneys' fees.

PRESIDIO PARK OWNERS ASSOCIATION

OWNER/RESIDENT INFORMATION FORM

Please complete and return to Property Management Consultants, Inc. This information is necessary 1) to keep Association's records current 2) contact residents in the event of an emergency and 3) to help identify authorized vehicles on the Association's grounds. Thank you for your prompt response.

In accordance with Civil Code §4041 as of January 1, 2017, it is necessary for all owners to provide current information annually. Additional forms are available at the accounting office for every change of occupancy.

Account number: ______________________________ Date: ______________________

Owner Names on Title: 1. __________________________ 2. __________________________

Unit Address: ______________________________ E-mail address: ____________________

Owner's Phone: (H) __________________ (W) __________________ (C) __________________

Mailing Address for Statements/Notices: ____

(Address if different from unit address. Please add any additional information on reverse side)

Any secondary address where notices from the Association are to be delivered: ______________________

____

NOTE: Per Civil Code §4041, if an owner fails to provide current information, the property address will be used for delivery of Association Notices.

IS HOME/UNIT VACANT: YES (_____) NO (_____) **UNDEVELOPED LAND: YES (_____) NO (_____)**

OWNER EMERGENCY INFORMATION: In case of emergency or extended absence, notify the following person(s):

Name: ________________________ Relationship ____________ Telephone(s): ________________

Please print

IF UNIT IS RENTED OR OCCUPIED BY ANYONE OTHER THAN THE OWNER:

Occupant Names: 1. __________________ 2. __________________ 3. __________________

Occupant Phone: (H) __________________ (W) __________________ (C) __________________

Leasing Agent: __________________ Phone __________________ Lease Dates: ______________

(Current lease must be on file)

DESCRIPTION OF VEHICLES OWNED OR PARKED REGULARLY BY OCCUPANTS:

Make of Vehicle: 1. __________________ 2. __________________ 3. __________________

Color: __________________ __________________ __________________

License Number: __________________ __________________ __________________

Registration Date: __________________ __________________ __________________

Return to accounting office: **PRESIDIO PARK OWNERS ASSOCIATION**
11717 Bernardo Plaza Court, #220
San Diego, CA 92128
858.485.9811 fax 858.675.8626
connie@pmchoa.com

1-1-22