



December 2021

Dear Quail Ridge Condominiums Homeowners Association Homeowner(s),

This letter is written on behalf of the Quail Ridge Condominiums Homeowners Association Board of Directors. Enclosed is the following information pertinent to the 2022-2023 fiscal year:

Civil Code §	Title
5300(b)-(b)(1)	Pro Forma Operating Budget for fiscal year 2022-2023 prepared on a modified accrual basis.
5300(b)(2) & 5565	Summary of the Association's Reserves prepared in 2021.
5300(b)(3) & 5550(b)(5)	Summary of the Board-adopted Reserve Funding Plan for 2022-2023.
5300(b)(6)	Statement of Mechanism for Funding Reserves to Repair or Replace Major Components
5300(b)(7)	Statement Addressing Procedures Used to Calculate and Establish Reserves
5570	Assessment and Reserve Funding Disclosure Summary
5300(b)(9)	Summary of the Association's Insurance Information
5300(b)(10)(11)	FHA and VA Statement
5655 & 5730	Statement of Assessment Collection Policies and Address for Overnight Payment of Assessments
5600-5730	Statement of Association's Policies and Practices in Enforcing Lien Rights
5850	Statement of Association's Discipline Policy and Schedule of Penalties - N/A
5900 - 5965	Summary of Association's Dispute Resolution Procedures (ADR and IDR)
4765	Summary of Procedures for Architectural Review
5300(b)(4)	Statement of Deferral/Decision to Not Undertake Repair or Replacement of Major Component(s)
5300(b)(5)	Statement of Anticipated Special Assessment(s)
5300(b)(8)	Statement of Association(s) Outstanding Loans
4035	Statement of Name and Address of Person Designated to Receive Official Communications to Association
4040	Statement of Members' Ability to Have Notices Sent to up to Two Different Addresses
4045	Statement of the Posting Location for General Notices
4045	Notice of Members' Right to Receive General Notices by Individual Delivery
4950	Notice of Members' Right to Minutes
4041	Annual Request for Owner's Address
4530	Statement of Charges For Escrow Documents through www.homewisedocs.com
5220	Owner Voting List Opt. Out Form

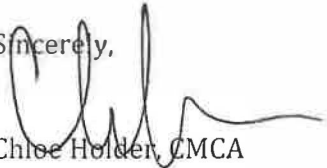
With the new fiscal year for your Association, your Board of Directors has reviewed the operating budget with the goal of providing efficient operations and funding adequate reserves to meet long-term requirements. Based on this review, the Board has determined that a **\$20.00 per unit** increase in the monthly dues is necessary in order to adequately maintain the financial integrity for your Association costs. Accordingly, the assessment will increase to **\$378.00 per unit, per month** effective **February 1, 2022**.

If you pay your assessment automatically through your bank, please remember to change the payment to the new amount of **\$378.00** per month starting with the **February 1, 2022** payment. If you have automatic draft through our company, the amount will automatically be updated.

No special assessments are anticipated at this time for the upcoming 2022-2023 fiscal year.

The enclosed items are being provided to you in compliance with State Law. You may wish to keep these items available in the event you elect to sell or refinance your home. Most lenders are now requiring that these items be submitted to them as part of the mortgage approval process.

A complete copy of the reserve study is available. Should you wish to obtain a copy, please feel free to contact our office by calling (760) 643-2200. Owners may also request copies of meeting minutes at a reasonable rate for the copying, and handling charge.

Sincerely,


Chloe Holder, CMCA
Community Association Manager

Enclosures

Quail Ridge Condominium Homeowners Association
APPROVED BUDGET
February 1, 2022 Through January 31, 2023

	INCOME	UNIT/MO	MONTHLY	ANNUAL
4110	HOA Assessments - 376 Units	378.00	142,128.00	1,705,536.00
	TOTAL INCOME	378.00	142,128.00	1,705,536.00
	EXPENSES			
5115	Audit/1099s	0.28	105.00	1,260.00
5120	Reserve Study	0.33	125.00	1,500.00
5150	Insurance	19.37	7,284.00	87,408.00
5155	Legal	2.59	975.00	11,700.00
5156	Collections	1.77	667.00	8,004.00
5160	Office/Administrative/Steno	4.95	1,860.00	22,320.00
5158	Election/Website	0.44	166.00	1,992.00
5165	Professional Management	12.47	4,688.00	56,256.00
5171	Bad Debt/ Write Off	-	-	-
5180	Taxes - State & Federal	1.55	583.00	6,996.00
5190	Permites & Licenses	0.33	125.00	1,500.00
	Total General & Administrative	\$ 44.09	16,578.00	198,936.00
	Utilities			
5285	Utilities - Gas	1.33	500.00	6,000.00
5290	Utilities - Electic	6.91	2,600.00	31,200.00
5295	Utilites - Water	62.50	23,500.00	282,000.00
5299	Utilities - Sewer	34.57	13,000.00	156,000.00
5400	Other City Charges	4.97	1,870.00	22,440.00
5430	Refuse & Recycling Services	26.60	10,000.00	120,000.00
4310	Internet	0.61	230.00	2,760.00
5390	Telephone	0.89	334.00	4,008.00
	Total Utilities	138.39	52,034.00	624,408.00
	Common Area			
5215	Janitorial Supplies	0.23	88.00	1,056.00
5216	Janitorial Service	2.13	800.00	9,600.00
5225	Annual Fire Extinguisher Service	0.80	300.00	3,600.00
5226	Tree Manintenance	5.11	1,920.00	23,040.00
5227	Landscape - Additional	1.76	660.00	7,920.00
5228	Landscape - Maintenance	24.20	9,101.00	109,212.00
5230	Landscape Sprinkler Repairs	2.06	775.00	9,300.00
5236	BackFlow	0.47	175.00	2,100.00
5245	Pest Control	2.19	825.00	9,900.00
5246	Pest Control Extras	2.13	800.00	9,600.00
5250	Plumbing Repairs	3.32	1,249.00	14,988.00
5256	Repair and Maintenance - Common Area	22.16	8,333.00	99,996.00
5280	Gutter Cleaning - Annual	1.93	725.00	8,700.00
5460	Patrol Service	2.26	850.00	10,200.00
5450	Surveillance	1.12	421.00	5,052.00
5520	Pool / Spa Maintenance	1.77	665.00	7,980.00
5550	Pool / Spa Repairs	1.10	415.00	4,980.00
	Total Common Area	74.74	28,102.00	337,224.00
	TOTAL OPERATING EXPENSES	257.22	96,714.00	1,160,568.00
	RESERVES			
3122	Plumbing	3.19	1,200.00	14,400.00
3152	Clubhouse	1.60	600.00	7,200.00
3175	Paving	12.47	4,690.00	56,280.00
3120	Landscape	2.37	890.00	10,680.00
3140	Painting	34.57	13,000.00	156,000.00
3125	Lighting	1.53	577.00	6,924.00
3145	Pool & Spa Equipment	3.32	1,249.00	14,988.00
3148	Fence	3.99	1,500.00	18,000.00
3160	Roof	23.94	9,000.00	108,000.00
3164	Termite Treatment	11.19	4,208.00	50,496.00
3177	Structures/Buildings	11.97	4,500.00	54,000.00
3126	Miscellaneous/Signage/Mailboxes	10.64	4,000.00	48,000.00
	TOTAL RESERVE ALLOCATIONS	120.78	45,414.00	544,968.00
	TOTAL OPERATING EXPENSE & RESERVES	\$378.00	142,128.00	1,705,536.00

Assessment and Reserve Funding Disclosure Summary
Quail Ridge

(1) The current regular assessment per ownership interest per month is:

\$ 378.00 per month for the year ending 01/31/23

(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: As of 10/30/2021

Date Assessment is Due	Amount per unit	Purpose of Assessment
NA		
Total:		

(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

Note: This calculation assumes the association will raise their current reserve contribution 3% per year over the next 30 years.

(4) If the answer to #3 is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Not Applicable

Note: This calculation assumes the association will raise their current reserve contribution 3% per year over the next 30 years.

(5) All major components appropriate for reserve funding are included in the reserve study and are included in it's calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the civil code the estimated amount required in the reserve fund at the end of the current fiscal year is:

\$ 3,291,733

based in whole or in part on the last reserve study or update prepared by McCaffery Reserve Consulting as of 1/31/2022 the projected reserve fund cash balance at the end of the current fiscal year is: **\$ 2,876,788** resulting in the reserves being **87%** funded at this date.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the civil code the projected required amount in reserves, projected reserve fund cash balance and projected percent funded for each of the next 5 years is:

Year	Amt Required	Proj. Balance	% Funded
2023	\$ 2,889,440	\$ 2,655,308	92%
2024	\$ 3,191,345	\$ 3,098,755	97%
2025	\$ 3,396,516	\$ 3,457,174	102%
2026	\$ 3,755,762	\$ 3,964,064	106%
2027	\$ 3,557,296	\$ 3,959,421	111%

For more detail see attached theoretical 30 year funding plans.

Note: This calculation assumes the association will raise their reserve contribution 3% per year over the next 30 years.

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 was : 1.50% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was: 3.00% per year

(b) For the purposes of preparing a summary pursuant to this section:

(1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.

(2) "Major component" has the meaning used in Section 5550. 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 section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.

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

The Preparer of this form will be indemnified and held harmless against all losses, claims, action, damages, expenses or liabilities, including reasonable attorneys' fees, to which we may become subject in connection with this engagement, because of any false, misleading or incomplete information which has been provided to Preparer by others and relied upon by Preparer which may result from any improper use or reliance on this disclosure.

Executive Summary

Quail Ridge

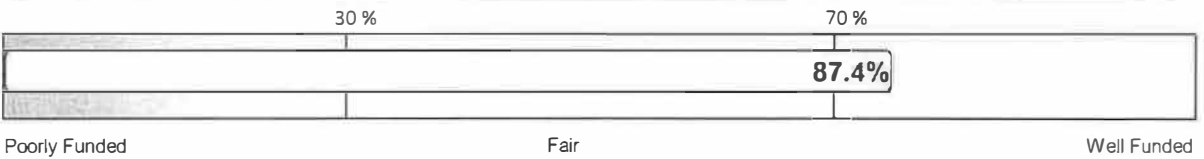
This is a Homeowners Association with 376 Condominium Units.

The common area components include: asphalt, pools, and building exterior.

A Full Study with an on-site inspection was performed on

Reserve Fund Balance at Fiscal Year End

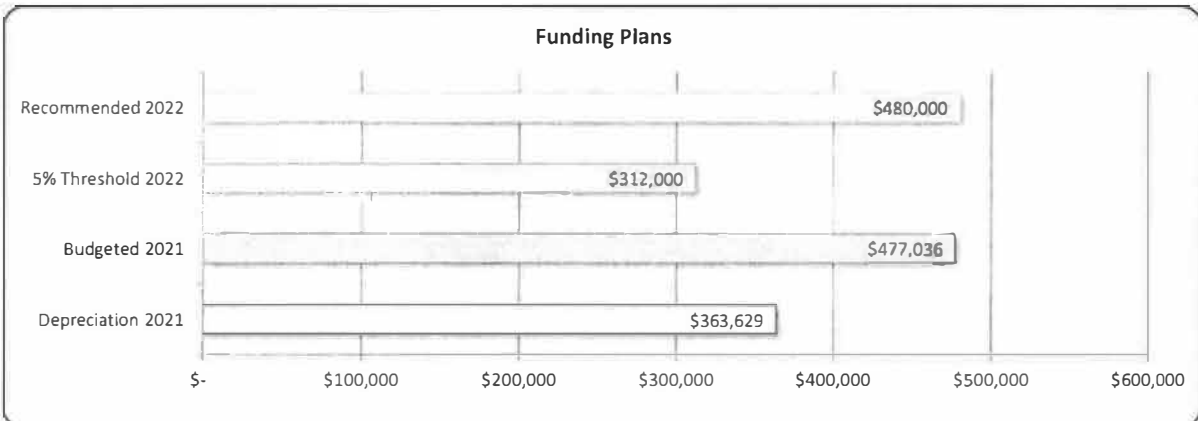
Fully Funded Reserve Balance	\$ 3,291,733
Projected Balance January 31, 2022	\$ 2,876,788
Under Funded (Deficiency in Reserve Funding)	\$ 414,945
Deficiency in Reserve Funding Per Unit	\$ 1,103.58
Percent Funded	87.4%



5 Year Percent Funded Projection	2023	2024	2025	2026	2027
	92%	97%	102%	106%	111%

Funding Plans

	Annually	Monthly	Per Unit Monthly
Depreciation of Components in 2021	\$ 363,629	\$ 30,302	\$ 80.59
Budgeted Reserve Contribution 2021	\$ 477,036	\$ 39,753	\$ 105.73
5% Threshold Reserve Contribution for 2022	\$ 312,000	\$ 26,000	\$ 69.15
Recommended Reserve Contribution for 2022	\$ 480,000	\$ 40,000	\$ 106.38



1/31/2022

Component Summary
Quail Ridge

Category Component	Approx. Quantity	Unit of Measure	Useful Life	Remaining Life	Unit Cost	Total Cost	Cost Source
Roofing							
Tile Underlayment & Repairs	85000	SF	35	7	\$ 7.21	\$ 612,710	1
Pool/Clubhouse Tile	4200	SF	35	0	\$ 7.21	\$ 30,275	1
Composite Shingles	300000	SF	25	9	\$ 4.53	\$ 1,359,600	1
Gutters & Downspouts (25%)	1	Allowance	7	0	\$ 24,028	\$ 24,028	1
						\$ 2,026,613	
Painting							
Triana Stucco	120	Each	12	2	\$ 670	\$ 80,340	1
Triana Wood	120	Each	6	0	\$ 453	\$ 54,384	1
Mission Stucco	256	Each	12	4	\$ 865	\$ 221,491	1
Mission Wood	256	LF	6	0	\$ 536	\$ 137,114	1
Wood Fencing	12000	LF	5	0	\$ 4.81	\$ 57,667	1
Metal Pool Fencing	500	LF	5	0	\$ 8.24	\$ 4,120	1
Wood Replacements	1	Allowance	3	2	\$ 120,139	\$ 120,139	1
						\$ 675,255	
Asphalt							
Slurry Seal & Repair	233000	SF	4	0	\$ 0.18	\$ 40,798	1
Overlay & Replace	116500	SF	25	4	\$ 2.58	\$ 299,988	1
Overlay & Replace	116500	SF	25	8	\$ 2.58	\$ 299,988	1
Concrete Repairs	1	Allowance	2	0	\$ 12,014	\$ 12,014	1
						\$ 652,787	
Clubhouse							
Vinyl Flooring	2508	SF	20	7	\$ 6.01	\$ 15,065	1
HVAC System	1	Allowance	16	0	\$ 9,010	\$ 9,010	1
Water Heaters	2	Each	10	0	\$ 1,201	\$ 2,403	1
Renovation	1	Allowance	15	7	\$ 30,035	\$ 30,035	1
Restrooms	2	Each	20	0	\$ 4,806	\$ 9,611	1
Skylights	1	Allowance	20	0	\$ 3,604	\$ 3,604	1
Shower/Tile	2	Each	20	0	\$ 4,805.57	\$ 9,611	1
						\$ 79,340	
Fencing/Rails							
Wood Fencing (25%)	12000	LF	5	0	\$ 30.03	\$ 90,104	1
Metal Pool Fencing	500	LF	25	12	\$ 72.08	\$ 36,042	1
Wall Glass Panels	1	Allowance	15	0	\$ 6,007	\$ 6,007	1
Trash Gates	1	Allowance	12	0	\$ 18,021	\$ 18,021	1
						\$ 150,174	
Upper Pool Area							
Pool Resurface/Tile	1	Allowance	12	4	\$ 15,618	\$ 15,618	1
Pool Heater	1	Each	10	0	\$ 3,604	\$ 3,604	1
Pool Filter	1	Each	10	0	\$ 1,322	\$ 1,322	1
Pool Pump/Motor	1	Each	7	0	\$ 901	\$ 901	1
Spa Resurface/Tile	1	Allowance	8	0	\$ 4,205	\$ 4,205	1
Spa Heater	1	Each	10	0	\$ 3,604	\$ 3,604	1
Spa Filter	1	Each	10	0	\$ 1,322	\$ 1,322	1
Spa Pump/Motor	2	Each	7	0	\$ 901	\$ 1,802	1
Deck Caulk	1	Allowance	4	0	\$ 1,802	\$ 1,802	1
Pool Furnishings	1	Allowance	6	0	\$ 4,806	\$ 4,806	1
						\$ 38,985	
Lower Pool Area							
Pool Resurface/Tile	1	Allowance	12	0	\$ 18,021	\$ 18,021	1
Pool Heater	1	Each	10	0	\$ 3,604	\$ 3,604	1
Pool Filter	1	Each	10	0	\$ 1,322	\$ 1,322	1
Pool Pump/Motor	1	Each	7	0	\$ 901	\$ 901	1
Spa Resurface/Tile	1	Allowance	8	0	\$ 3,604	\$ 3,604	1
Spa Heater	1	Each	10	0	\$ 3,604	\$ 3,604	1
Spa Filter	1	Each	10	0	\$ 1,322	\$ 1,322	1
Spa Pump/Motor	2	Each	7	0	\$ 901	\$ 1,802	1
Deck Caulk	1	Allowance	4	0	\$ 1,802	\$ 1,802	1
Pool Furnishings	1	Allowance	6	1	\$ 4,806	\$ 4,806	1
Restrooms	2	Each	20	0	\$ 4,806	\$ 9,611	1
Shower/Tile	2	Each	20	0	\$ 4,806	\$ 9,611	1
						\$ 60,010	

Category Component	Approx. Quantity	Unit of Measure	Useful Life	Remaining Life	Unit Cost	Total Cost	Cost Source	
Landscaping								
Irrigation System Upgrade	1	Allowance	10	1	\$ 30,035	\$ 30,035	1	
Landscape Replacements	1	Allowance	8	2	\$ 30,035	\$ 30,035	1	
Tree Trimming		Included in Operating Budget						1
						\$ 60,070		
Lighting								
Repairs & Replacements	1	Allowance	10	1	\$ 48,056	\$ 48,056	1	
						\$ 48,056		
Miscellaneous								
Mailboxes	350	Each	25	0	\$ 120	\$ 42,049	1	
Mailboxes	26	Each	25	15	\$ 120	\$ 3,124	1	
Termite Treatment	1	Allowance	3	0	\$ 120,139	\$ 120,139	1	
Garage Doors	376	Each	25	21	\$ 773	\$ 290,460	1	
Utility Doors	1	Allowance	25	0	\$ 24,028	\$ 24,028	1	
Garage Man Doors	1	Allowance	5	0	\$ 3,604	\$ 3,604	1	
Signage	1	Allowance	10	0	\$ 24,028	\$ 24,028	1	
Plumbing Repairs	1	Allowance	1	0	\$ 8,410	\$ 8,410	1	
Elevated Structures Inspect/Repair	1	Allowance	9	1	\$ 61,800	\$ 61,800	1	
						\$ 577,641		
Contingency								
5%							1	
TOTALS						\$ 4,368,930		

Notes: Any other items not listed are included in operating budget.

QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
INSURANCE INFORMATION FOR OWNERS

The Association's General Liability coverage is carried by: **FARMERS INSURANCE EXCHANGE**
The Directors & Officers Liability coverage is carried by: **FARMERS INSURANCE EXCHANGE**
The Fidelity Bond Liability coverage is carried by: **TRAVELERS INSURANCE CO.**
The Worker's Compensation coverage is carried by: **MID CENTURY INSURANCE CO.**

The Agent who services this policy, and whose advice is used by the Association on insurance matters, is:

AGENT: BERG INSURANCE AGENCY
1 ORCHARD, SUITE 230
LAKE FOREST, CA 92630
PHONE: (949) 830-4590

The Quail Ridge Condominiums Homeowners Association does carry a Master Policy of Property coverage on the buildings, which is under the property coverage part of the policy. The property coverage limit is \$76,674,704.00 for all Common Area buildings with a \$10,000.00 deductible. The Master Policy does not provide coverage to property on the interior of a unit, attached or otherwise.

Liability coverage for the Association is carried in the amount of \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate with no deductible. The Directors & Officers coverage for the Association is carried in the amount of \$1,000,000.00 with a \$1,000 deductible. Fidelity Bond coverage for the Association is carried in the amount of \$3,500,000.00 with a \$25,000 deductible. Worker's Compensation coverage for the Association is carried in the amount of \$1,000,000.00 with no deductible. The limits of coverage under the liability policies meet the requirements of California Civil Code §5805

The Association does not carry Earthquake Insurance, or Flood Insurance.

OWNERS ARE RESPONSIBLE FOR OBTAINING COVERAGE ON THEIR UNIT'S INTERIOR FIXTURES, CONTENTS, PERSONAL LIABILITY, AND LOSS OF USE EXPOSURE.

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



QUAIRID-01

KBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2021

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 License # 0118113 Berg Insurance Agency 1 Orchard, Suite 230 Lake Forest, CA 92630	CONTACT NAME: PHONE (A/C, No, Ext): (800) 989-7990 E-MAIL ADDRESS: info@berginsurance.com FAX (A/C, No): (949) 586-9877
INSURED	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Farmers Insurance Exchange 21652 INSURER B : Federal Insurance Company INSURER C : Mid Century Insurance Company 21687 INSURER D : Manufacturers Alliance Insurance Company INSURER E : INSURER F :

Quail Ridge Condominiums Homeowners Association
Oceanside, CA 92057

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	605130066	9/9/2021	9/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	605130066	9/9/2021	9/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	G7194914A/100035881202	9/9/2021	9/9/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	C09458798	9/9/2021	9/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - E AEMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers	<input checked="" type="checkbox"/>	605130066	9/9/2021	9/9/2022	\$1,000 Deductible 1,000,000
D	Fidelity Bond	<input checked="" type="checkbox"/>	4121011348523Y/G725417530	9/9/2021	9/9/2022	\$25,000 Deductible 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
No additional affiliated or unaffiliated projects; Umbrella policy provides additional liability coverage to General Liability and Directors & Officers Liability; Management Company named Additional Insured on GL, D & O and Fidelity Bond; Policy Includes Separation of Insureds, Building Ordinance (Coverage A, B and C), Boiler/Machinery Breakdown, Wind & Hail, Waiver of Subrogation, Inflation Guard, No Coinsurance; 10 Day notice of cancellation for non payment of premium.

Certificate Holder is named Additional Insured Property Management Company

CERTIFICATE HOLDER

CANCELLATION

Curtis Management 5050 Avenida Encinas Suite 160 Carlsbad, CA 92008	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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Berg Insurance Agency		License # 018113	NAMED INSURED Quail Ridge Condominiums Homeowners Association Oceanside, CA 92057
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

2021/2022
 Insurer A) Building Policy #605130066 Effective 09/09/2021 - 09/09/2022
 \$76,674,704 Limit \$10,000 Deductible



QUAIRID-01

KBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2021

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 License # 0118113 Berg Insurance Agency 1 Orchard, Suite 230 Lake Forest, CA 92630		CONTACT NAME: PHONE (A/C, No, Ext): (800) 989-7990 FAX (A/C, No): (949) 586-9877 E-MAIL ADDRESS: info@berginsurance.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Farmers Insurance Exchange	
		INSURER B: Federal Insurance Company	
		INSURER C: Mid Century Insurance Company	
		INSURER D: Manufacturers Alliance Insurance Company	
		INSURER E:	
		INSURER F:	


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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		605130066	9/9/2021	9/9/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		605130066	9/9/2021	9/9/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		G7194914A/100035881202	9/9/2021	9/9/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	C09458798	9/9/2021	9/9/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers		605130066	9/9/2021	9/9/2022	\$1,000 Deductible 1,000,000
D	Fidelity Bond		4121011348523Y/G725417530	9/9/2021	9/9/2022	\$25,000 Deductible 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
No additional affiliated or unaffiliated projects; Umbrella policy provides additional liability coverage to General Liability and Directors & Officers Liability; Management Company named Additional Insured on GL, D & O and Fidelity Bond; Policy includes Separation of Insureds, Building Ordinance (Coverage A, B and C), Boiler/Machinery Breakdown, Wind & Hail, Waiver of Subrogation, Inflation Guard, No Coinsurance; 10 Day notice of cancellation for non payment of premium.

Per CCR - Bare Walls (All Interior Coverage EXCLUDED); Special Form; 100% Replacement Cost Policy; Guaranteed Replacement Cost Endorsement; 376 units

CERTIFICATE HOLDER INFORMATION ONLY	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 



ADDITIONAL REMARKS SCHEDULE

AGENCY Berg Insurance Agency		License # 0118113	NAMED INSURED Quail Ridge Condominiums Homeowners Association Oceanside, CA 92057
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Quail Ridge Condominium Homeowner Association
ANNUAL CIVIL CODE §5300 FHA AND VA STATEMENT

FEDERAL HOUSING ADMINISTRATION - FHA

Certification by the Federal Housing Administration 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 / is not (circle one)] a condominium project. The Association of this common interest development [is / is not (circle one)] certified by the Federal Housing Administration.

DEPARTMENT OF VETERANS AFFAIRS - VA

Certification by the Federal Department of Veteran Affairs 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 / is not (circle one)] a condominium project. The Association of this common interest development [is / is not (circle one)] certified by the Federal Department of Veterans Affairs.

QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
COLLECTION POLICY

1. Assessments are due the first (1st) day of each month, and are billed monthly. In compliance with Civil Code §5655 all payments are applied first to the oldest assessments owed, then when those are paid in full, payments shall be applied to the fees and costs of collection, then attorney's fees, then late charges or interest. The billing statement is a courtesy provided to all Owners. Assessments are due whether you receive a bill, or not. Neither the Board of Directors nor Management can be responsible for lost, or slow movement of mail.
2. Checks returned by the bank will bear a \$20.00 service charge assessed to the Owner's account.
3. Any assessment not paid within thirty (30) days after the due date will be assessed a late charge of ten percent (10%). In addition, the Association shall be entitled to recover its reasonable costs incurred in collecting delinquent assessments, including reasonable attorney's fees and interest at the rate of ten percent (10%) per annum on all such unpaid delinquent assessments, costs and fees commencing thirty (30) days after the assessment becomes due.
4. Not less than 60 days after the due date, the Board may forward the delinquent account to the Associations' collection agency or attorney for collection. A Fair Debt Collection letter will be sent to the delinquent owner. If payment is not received within thirty (30) days after the Fair Debt Collection letter has been sent, a Pre-lien letter will be sent to the delinquent owner. The delinquent owner shall bear all costs and attorney fees associated with collecting the delinquent sum.
5. The Attorney shall be authorized to use its discretion in the manner of collecting the delinquent assessment, including but not limited to correspondence with the Owner, and the recording of an assessment lien. With Board approval, such lien may be foreclosed by judicial or non-judicial procedures, not less than thirty (30) days after recordation, and for liens recorded after January 1, 2006, in compliance with Civil Code Section §5705 and §5720. With Board approval, the Board reserves the right to seek collection of delinquent assessments, late charges, interest, fees and costs in Small Claims Court.
6. After filing of a lien, a delinquent Owner who disputes the assessment may choose to pay under protest the entire disputed assessment, late charges, interest, fees, and costs within thirty (30) days. This must be done in writing and sent by certified mail along with the payment. The Association will then provide notice to the Owner that the dispute may be resolved through alternative dispute resolution, civil action, or other procedures. This option is available up to two (2) times per year, or up to three (3) times in five (5) years.

Important Notice: If your separate interest is placed in foreclosure because you are behind in your assessments, it may be sold without court action.

7. Upon payment in full of all sums owing to the Association, including costs and Attorney's fees, the Association shall cause a "release" to be filed with respect to any lien that may have been recorded.
8. Upon receipt of a written request by an Owner identifying a secondary address for purposes of collection notices, the Association shall send additional copies of any notices required by Civil Code Section §4040 to the secondary address provided. The Owner's request shall be in writing and shall be mailed to the Association in a manner that shall include the Association has received it. The Owner may identify, or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

Please be advised that debtors have certain rights under the Federal Fair Debt Collection Practices Act. The Association may use an Agent for the purposes of collection of debts. Any information provided to the Association, or its Agents will be used for the purpose of collection of the debt. Debtors have thirty (30) days from the date of the Intent to Lien Notice to contest and seek verification of the debt. The act does not prohibit the Association from continuing its efforts to collect the debt during the thirty (30) days. Thus, the Association will proceed with the lien as stated in this policy, unless the debtor seeks verification of the debt within thirty (30) days of the notice. If the debtor seeks verification of the debt within thirty (30) days of the notice, the Association will stay collection efforts during that period of time it is providing the required information.

Payments May Be Sent Overnight To:
Quail Ridge Condominium Homeowners Association
C/o: Curtis Management Company
5050 Avenida Encinas, Suite #160
Carlsbad, CA 92008

**QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
STATEMENT OF ASSOCIATION'S POLICIES AND PRACTICES IN ENFORCING LIEN RIGHTS**

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 §5730 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. (§5600-§5730 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. (§5610 and §5650 of the Civil Code)

The association must comply with the requirements of §5650 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. (§5650 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide to 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. (§5650 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (§5650 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. (§5650 of the Civil Code) An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by 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 Civil Code §5658. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Civil Code §5670, 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 collections, if it is established that the assessment was paid properly on time. (§5650 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. (§5665 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (§5665 of the Civil Code)

DISCIPLINE POLICY AND PENALTY SCHEDULE

QUAIL RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION POLICY #12
VIOLATION/FINING POLICY
July 16, 2013

All members of the Quail Ridge Condominium Homeowners Association are subject to the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, as well as any **RULES AND REGULATIONS** adopted by the Board of Directors. If any Homeowner or family member, his guest(s), his tenant or his tenant's guest(s) violates the restrictions, the Board may impose a reasonable fine upon such Homeowner for each violation, as outlined below.

REPORT OF VIOLATION:

Any resident wishing to make a formal complaint against another resident must provide it in writing and send it to Management. **A VIOLATION NOTICE WILL ONLY BE SENT AFTER RECEIPTS OF A FORMAL WRITTEN COMPLAINT.** (This complaint must be signed).

VIOLATION NOTICE(S):

Each Violation Notice will include the type of violation, date of violation, consequence of the violation for continued non-compliance, as well as a notation of the appropriate section of the document, or rule. Each Violation Notice will be mailed to the Homeowner by way of first class mail. A copy of the Violation Notice will also be mailed to any tenant in violation of the documents, or rules and regulations of the community.

DUE PROCESS:

If the violation has not been corrected within the period specified in the violation letter, a Notice of Hearing will be issued to the responsible Homeowner. This will give the Homeowner the opportunity to be heard either in person or by written response during a formal hearing before the Board of Directors. The Homeowner will be sent the Notice of Hearing not less than 15 days before the hearing date. It is the Owner's responsibility to contact Curtis Management Company to confirm their attendance at the Hearing. The Board's decision will be mailed by way of certified mail to the Homeowner within 10 days after the Hearing. There is a \$15.00 administration fee placed on the homeowner's account for issuing a Notice of Hearing.

FINES:

The Board of Directors can only assess fines to the Homeowner's account after the scheduled hearing date. The fine schedule is as follows:

First Notice Of Violation	Friendly Reminder
Second Notice Of Violation	Strong Reminder
Third Notice Of Violation	Invitation To Hearing With \$ 100.00 Fine
Fourth Notice Of Violation	Re-Invitation To Hearing With \$ 200.00 Fine
Fifth Notice Of Violation	Re-Invitation To Hearing With \$ 400.00 Fine

Intentional Damage To Common Areas=

\$100.00 Fine + Cost To Repair Or Replace Damaged Area

Additional Repetitive Violations Will Result In Legal Action At The Homeowner's Expense.

Action To Collect May Be Taken In Small Claims Court. Reoccurrence Of The Violation Within A Six Month Period Will Result In An Immediate Notice Of Hearing Being Issued.

QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
INFORMATION FOR OWNERS REGARDING THE LAW ON DISPUTES
BETWEEN HOMEOWNER ASSOCIATIONS AND ASSOCIATION MEMBERS

Dear Homeowner(s),

Effective January 1, 2005 California Civil Code Section §5900 through §5965. requires certain types of disputes between Homeowner Associations and their Members, or between Members themselves to be submitted to arbitration or mediation (collectively called “Alternative Dispute Resolution”). This law went into effect January 1, 1994, and prohibits the filing of a lawsuit until after certain conditions have been met. This law will affect you if you have a dispute with the Association or with another Member.

The law applies only to disputes regarding the Association’s “governing documents”, which include the CC&R’s, By-Laws, Articles of Incorporation, and Rules & Regulations. Furthermore, it applies only to two (2) types of cases. The first type of case is “declaratory relief.” In this type of case a party is asking the court to declare or interpret the parties’ rights or obligations under one or more of the governing documents. The second type of case is “injunctive relief.” In this type of case a party is asking the court to order the other party to do something, or to stop doing something. Either type of case may also include a claim for money damages as long as it does not exceed five thousand (\$5,000.00) dollars. The new law does not apply to cases that seek only money damages, or to cases involving assessments.

The Alternative Dispute Resolution procedure is commenced by serving upon the other party an offer to submit the dispute to arbitration or mediation. The offer is called a “Request for Resolution.” The law requires that this document contain certain mandatory language.

The party receiving a Request for Resolution has thirty (30) days to respond. If the party accepts it then arbitration, or mediation must be completed within ninety (90) days. If the offer is refused, the other party may then file its lawsuit. Refusing arbitration, or mediation does carry a risk. If the court awards Attorney’s fees, and costs it may consider a party’s refusal to participate in arbitration, or mediation when considering the amount of the award.

The law contains a number of other technical provisions, and requirements. The law should be read in its entirety, and discussed with your own legal counsel. It does, however, require us to quote the following language in this letter:

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

Sincerely,

Board of Directors
Quail Ridge Condominiums Homeowners Association

QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
INTERNAL DISPUTE RESOLUTION PROCEDURES

The Quail Ridge Condominiums Homeowners Association (“the Association”) will continue to provide a fair, reasonable, and expeditious procedure for resolving disputes between the Association and any Member of the Association involving the Member’s rights, duties, or liabilities under the Davis-Stirling Act, the Nonprofit Mutual Benefit Corporation Law, or under the governing documents of the Common Interest Development or Association. The procedures for internal dispute resolution (“I.D.R.”), as now set forth in *California Civil Code Section §5900 through §5965*, are as follows:

1. Either party to the dispute may deliver a written request to the other party seeking to meet, and confer in an effort to resolve the dispute.
2. A member of the 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, or Members of the Board of Directors to meet, and confer.
4. The parties shall meet promptly at a mutually convenient time & place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.
5. A resolution of the dispute, agreed to by both parties, shall be memorialized in writing, and signed by both parties (including the Member, or Members of the Board of Directors on behalf of the Association).
6. A written agreement reached using these procedures will bind both parties, and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
 - (a) The agreement is not in conflict with law, or the governing documents of the Common Interest Development, or Association.
 - (b) The agreement is either consistent with the authority granted by the Member, or Members of the Board of Directors, or the agreement is ratified by the Board of Directors.
7. A Member of the Association shall not be charged a fee to participate in this process.

ARCHITECTURAL REVIEW PROCESS FOR QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION

Please consider this to be your notice regarding the architectural process of the Quail Ridge Condominiums Homeowners Association. This notice is generated in compliance with California Civil Code Section §4765. The Association's architectural process is listed on pages 19-22 of the Declaration of Covenants, Conditions & Restrictions. These pages cover the architectural process under Article VII, ARCHITECTURAL CONTROL.

Section 8.01. Establishment of Architectural Control Committee. Establishment of Architectural Control Committee. There is hereby established an Architectural Control Committee, for the control of structural and landscaping architecture and design within the Properties, which shall consist of three (3) members. Grantor shall appoint all of the original members of the Architectural Control Committee prior to the first transfer of the Owner's Property in any Condominium. Grantor shall have the authority to remove or appoint any member of the Architectural Control Committee until the first anniversary of the issuance of the original Final Subdivision Public Report for Phase 1. Thereafter, Grantor shall have the authority to appoint or remove members of the Architectural Control Committee to or from two of the positions on the Architectural Control Committee until the Owners' Properties in ninety percent (90%) of the Condominiums have been transferred or until the seventh anniversary of the issuance of the original Final Subdivision Public Report for Phase 1, whichever shall first occur. Appointees at Grantor may but need not be Members. After the first anniversary of the issuance of the original Final Subdivision Public Report for Phase 1, the Board of Directors shall have the authority to appoint or remove a member of the Architectural Control Committee to or from one of the positions on the Architectural Control Committee until the Owners' Properties in ninety percent (90%) of the Condominiums have been transferred or until the fifth anniversary of the Issuance of the original Final Subdivision Public Report for Phase 1, whichever shall first occur. Thereafter, the Board of Directors shall have the authority to appoint or remove any or all members of the Architectural Control Committee. Appointees of the Board of Directors shall be required to be Members.

Section 8.02. Review of plans and Specifications. The Architectural Control Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board of Directors, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Control Committee. No construction, alteration, addition, installation, modification, decoration, redecoration or reconstruction of any Improvement, including landscaping, and including modification, replacement and removal of solar water heating units in the Properties shall be commenced or maintained until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the Architectural Control Committee. The address for submission of such plans and specifications shall be the address of the principal place of business of the Association. The Architectural Control Committee shall approve plans and specifications submitted for its approval only if it deems that the construction, alteration, addition, installation, modification, decoration, redecoration or reconstruction contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction, alteration, addition, installation, modification, decoration, redecoration reconstruction so contemplated will not detract from the beauty, wholesomeness and attractiveness of the Common Area or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association. The Architectural Control Committee may condition its approval of proposals or plans and specifications for any Improvement (1) upon such changes therein as it deems appropriate, (2) upon the agreement by the Person who is the applicant submitting such proposal or plans and specifications to grant appropriate easements to the Association for maintenance of the Improvement affected, (3) upon the agreement of such applicant to reimburse the Association for the cost of

such maintenance, or upon any combination of these three conditions, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Architectural Control Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or establishing additional factors, which it will take into consideration in reviewing submissions. The Architectural Control Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alteration, addition, installation, modification, decoration, redecoration or reconstruction contemplated. The Architectural Control Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, landscape plans, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Decisions of the Architectural Control Committee and the reasons therefor shall be transmitted by the Architectural Control Committee to the applicant at the address set forth in his application for approval, within thirty (30) days after receipt by the Architectural Control Committee of all materials required by the Architectural Control Committee. Any application submitted pursuant to this Section 8.02 shall be deemed approved, unless written disapproval or a request for additional Information or materials by the Architectural Control Committee shall have been transmitted to the applicant within thirty (30) days after the date of receipt by the Architectural Control Committee of such application or additional Information therefor.

Section 8.03. Meeting of the Architectural Control Committee. The Architectural Control Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Control Committee may from time to time, by resolution unanimously adopted in writing, designate its representative (who may, but need not, be one of its members) to take any action or perform any -duties for and on behalf of the Architectural Control Committee, except the granting of variances pursuant to this Article VIII. In the absence of such designation, the vote of any two (2) members of the Architectural Control Committee taken without a meeting shall constitute an act of the Architectural Control Committee.

Section 8.04. No Waiver of Future Approvals. The approval of the Architectural Control Committee of any proposals or plans and specifications or drawings or in connection with any other matter requiring the approval and consent of the Architectural Control Committee shall not be deemed to constitute a waiver to any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for the approval of the Architectural Control Committee.

Section 8.05. Compensation of Members. The members of the Architectural Control Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 8.06. Inspection. Inspection of construction, alteration, addition, installation, modification, decoration, redecoration or reconstruction and correction of defects therein shall proceed as follows: (a) Upon the completion of any construction, alteration, addition, installation, modification, decoration, redecoration or reconstruction for which approval is required under this Article VIII, the Owner thereof shall give written notice of completion to the Architectural Control Committee. (b) Within sixty (60) days thereafter, the Architectural Control Committee or its representative may inspect such construction, alteration, addition, installation, modification, decoration, redecoration or reconstruction. If the Architectural Control Committee finds the same was not done in substantial compliance with the application for approval thereof it shall notify the Owner in writing of such noncompliance within such sixty (60) days, specifying the particulars of noncompliance, and shall require the Owner to remedy such noncompliance. (c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Architectural Control Committee shall notify the Board of Directors in writing of such failure. After affording such Owner Notice and Hearing, the Board of Directors shall determine whether, there is any noncompliance and, If so, the nature thereof and the estimated cost of correcting or removing such noncompliance. If the Board of Directors rules that a noncompliance exists, the Owner shall remedy or remove such noncompliance within forty-five (45) days from the date of announcement of the ruling of the Board of Directors. If the Owner does not comply with the ruling of the Board of Directors within such period, the Board

of Directors, at Its option, may record a notice of noncompliance in the Official Records of the County and may peacefully remove the noncomplying Improvement or otherwise peacefully remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board of Directors shall levy a Reimbursement Assessment against such Owner for such expenses. (d) If for any reason the Architectural Control Committee fails to *notify the Owner* of any noncompliance within sixty (60) days after receipt from the Owner of written notice of completion of any construction, alteration, addition, installation, modification, decoration, redecoration or reconstruct tin approved by the Architectural Control Committee, such Improvement shall be deemed to be In compliance with the previously Issued approval of the Architectural Control Committee.

Section 8.07. Nonliability of Architectural Control Committee Members. None of Grantor, the Architectural Control Committee, any member or representative of the Architectural Control Committee, the Board of Directors, or any duly authorized representative of the Board of Directors shall be liable to the Association, or to any Owner, for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Control Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Control Committee. The Architectural Control Committee shall review and approve, conditionally approve or disapprove all plans submitted to it for any proposed Improvement solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The Architectural Control Committee shall take into consideration the aesthetic aspects of the architectural designs, placement, landscaping, color schemes, exterior finishes and materials and similar features. The Architectural Control Committee shall not be responsible tor reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes. Section 8.08. Variance. The Architectural Control Committee may authorize variance from compliance with any of the architectural provisions of this Declaration, including, without limitation, restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental consideration may require such variance. Such variance must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the Official Records of the County. If such variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect In any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of his Owner's Property, including but not limited to zoning ordinances or requirements imposed by the County or any other governmental authority.

The Association must provide for the right of appeal at an open meeting of the Board of Directors, unless the denial was by the Board or a body that has the same membership as the Board of Directors.

**QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
ANNUAL POLICY STATEMENT CIVIL CODE §5310 ADDITIONAL DISCLOSURES**

STATEMENT OF ASSOCIATION OUTSTANDING LOANS [CIV. CODE SECTION §5300(B)(8)]

The Association does not have any outstanding loans with an original term of more than one year.

DESIGNATED AGENT FOR RECEIPT OF ASSOCIATION MAIL [CIV. CODE SECTION §4035]

The name and address of the person designated to receive official communications on behalf of the Association is as follows:

*Patrick Campbell, Managing Agent
Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008
(760) 643-2200*

SECONDARY ADDRESSES FOR OWNERS [CIV. CODE §4040]

As provided in Civil Code §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 §4035 and §5260.

POSTING LOCATION OF GENERAL NOTICES [CIV. CODE §4045]

The location designated for posting of a General Notice may be found at the bulletin board at the lower pool and the clubhouse.

INDIVIDUAL DELIVERY NOTICE [CIV. CODE §4045(b)]

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.

AVAILABILITY OF MINUTES [CIV. CODE §4950]

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 written 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 property manager via e-mail, fax and/or in writing.

ITEMS DEFERRED FOR MAINTENANCE, REPAIR OR REPLACEMENT [CIV. CODE §5300(B)(4)]

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

Quail Ridge Condominiums Homeowners Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents, but shall not be required to purchase ALL of the documents listed on this form.

Property Address: _____

Owner of Property: _____

Owner's Mailing Address: _____
(if known or different from property address)

Provider of the **Section 4525** Items:

Cathleen Wetherby Operations Manager Curtis Management Company 1-12-2021
 Print Name Position or Title Association or Agent Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$25.00	
Bylaws	Section 4525(a)(1)	\$10.00	
Operating Rules	Section 4525(a)(1)	\$5.00	
Age Restrictions, if any	Section 4525(a)(2)		
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$10.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$25.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		
Insurance Summary	Sections 5300 and 4525 (a)(3)		
Regular Assessment	Section 4525(a)(4)		
Special Assessment	Section 4525(a)(4)	\$0.00	
Emergency Assessment	Section 4525(a)(4)		

Quail Ridge Condominiums Homeowners Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		
Required Statement of Fees	Section 4525	\$165.00	
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$45.00	
Total fees for these documents:		\$ \$295.00	

*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of **Section 4525** shall be charged separately.

Buyer and Seller may negotiate who pays document and disclosure fees.

The management company was not paid a referral fee by HomeWiseDocs as part of this transaction.

This is the minimum document offering required to meet CA statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: The fees listed are an estimate and the actual fees charged for the documents may be different than this amount. Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

**ANNUAL REQUEST FOR OWNER'S ADDRESS
FOR ASSOCIATION COMMUNICATIONS**

QUAIL RIDGE HOMEOWNERS ASSOCIATION

c/o Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008

Account #: QR-_____

Dear Homeowner,

Please note that Civil Code §4041 requires owners to provide the below information to the Association annually. Please complete this form and return it to the Association. You may return this form with your assessment payment or mail it to the address noted above.

Please PRINT Legibly

- (1) Names of Owner(s)

- (2) Address of property (Lot/Unit) within Association

- (3) The address or addresses to which notices from the Association are to be delivered. **Please understand that your billing statement and all notices will be mailed to this address.**

- (4) An alternate or secondary address to which notices from the Association are to be delivered. **You are not required to designate a secondary address.** If you designate a secondary address, this address **will only be used to send assessment collection notices and the annual budget report/ annual policy statement.**

- (5) The name and 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 owner's extended absence from the separate interest.
Attorney: _____
Person with Power of Attorney _____
(A copy of the power of attorney must be provided.)
Other Contact in the Event of Prolonged Absence _____

- (6) Please mark answers to the questions below:
Owner-occupied? Yes No
Rented or Leased? Yes No
Vacant? Yes No
Undeveloped Land? Yes No

Please note that pursuant to Civil Code §4041, if you fail to provide the information for notices as set forth in paragraphs (3) and (4), the last address provided in writing by the owner or, if none, the property address will be used for delivery of all Association communications.

Quail Ridge Homeowners Association
Board of Directors

**QUAIL RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION
OWNER OPT OUT**

PROPERTY ADDRESS: _____

If you wish to opt-out of sharing your information with other members, please complete this form and mail it to:

Quail Ridge Condominium Homeowners Association
c/o Curtis Management Company
5050 Avenida Encinas, Suite 160
Carlsbad, CA 92008
Or
Email to: cholder@curtismanagement.com

I wish to have my name, property address, mailing address (if separate from my property address within the Association), and email address excluded from the Association's membership list, and accept to be contacted by another Owner via the Association's selection of an alternative process pursuant to the California Civil Code and Corporations Code.

Owner Name(s): _____

Mailing Address: _____

Home Phone No.: _____ Cell No.: _____

Owner's Email Address: _____

Owner(s) Signature _____ Date _____