

# Strawberry Square Homeowners Association

## 2024 Annual Budget Report

Enclosed is a copy of the 2024 Operating Budget and other documents necessary to complete the Annual Budget Report. The board has approved this budget which averages to a 3.9% increase to the monthly assessments. As of January 1, 2024, your monthly assessment will be \$426.

In compliance with California Civil Code Section 5300, the Annual Budget Report must include all of the following attachments and statements:

1. Pro Forma Budget | Pro Forma operating budget reflecting the estimated revenue and expenses on an accrual basis. *(See enclosed Exhibit A)*
2. Reserve Summary | A summary of the association's reserves, prepared pursuant to Section 5565. *(See enclosed Exhibit B)*
3. Reserve Funding Plan | A summary of the reserve funding plan adopted by the board. The summary shall include notice to members that the full reserve study plan is available upon request, and the association shall provide the full reserve plan to any member upon request. *(See enclosed Exhibit B)*
4. Major Component Repairs | A statement as to whether the board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement. ***Note: The board has no intention to defer or not undertake any major repair or replacement required to maintain the common area of the association.***
5. Anticipated Special Assessments | A statement as to whether the board, consistent with the reserve funding plan adopted pursuant to Section 5560, has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves. If so, the statement shall also set out the estimated amount, commencement date, and duration of the assessment. ***Note: The board does not anticipate the need for an additional special assessment to fund the reserves or meet the operating needs of the association.***
6. Reserve Funding Mechanism | A statement as to the mechanism or mechanisms by which the board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral of selected replacements or repairs, or alternative mechanisms. ***The board will use all mechanisms available to continue to repair and replace major components when needed.***

# Strawberry Square Homeowners Association

## 2024 Annual Budget Report

7. Procedures for Calculating Reserves | A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to major components the association is obligated to maintain. The statement shall include, but need not be limited to, reserve calculations made using the formula described in paragraph (4) of subdivision (b) of Section 5570, and may not assume a rate of return on cash reserves in excess of 2% above the discount rate published by the Federal Reserve Bank of San Francisco at the time the calculation was made. Owners must remember that reserve funding is based upon best known estimates. If the component fails earlier or costs significantly more than budgeted, the association would need to impose special or additional assessments.

*(See enclosed Exhibit C)*

8. Outstanding Loans | A statement as to whether the association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired. ***The association currently has no outstanding loans.***

9. Insurance Summary | A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies. For each policy, the summary shall include the name of the insurer, the type of insurance, the policy limit, and the amount of the deductible, if any. To the extent that any of the required information is specified in the insurance policy declaration page, the association may meet its obligation to disclose that information by making copies of that page and distributing it with the annual budget report.

*(See enclosed Exhibit D)*

10. Assessment & Reserve Form | The Assessment and Reserve Funding Disclosure Summary form, prepared pursuant to Section 5570, shall accompany each annual budget report or summary of the annual budget report.

*(See enclosed Exhibit C)*

11. FHA/VA Certification | FHA/VA Certification status *(See enclosed Exhibit E)*

12. Charges for Documents Provided | The completed "Charges for Documents Provided" disclosure identified in Section 4528. *(See enclosed Exhibit F)*

Mailed with this report is a separate document titled Annual Policy Statement which contains various operational rules and regulations. Please take time to read and become familiar with that document.

## 2024 Annual Budget

**Income**

40000 - Assessment Income	1,789,200
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<b>Total Income</b>	<b>1,789,200</b>
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**Administration Expenses**

50050 - Management Service	104,880
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51220 - Legal & Professional Fees	20,000
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51290 - Licenses & Permits	3,000
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51380 - Taxes Fed & State	100
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51500 - Printing & Postage	6,000
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51660 - Misc Admin Expense	8,000
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52260 - Website Expense	1,500
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55000 - General Insurance	12,000
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59995 - Operating Contingency	23,155
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<b>Total Administration</b>	<b>178,635</b>
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**Utilities**

60000 - Electricity & Gas	15,750
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62200 - Water	406,584
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64200 - Internet	1,200
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65000 - Trash Collection Service	5,000
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<b>Total Utilities</b>	<b>428,534</b>
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**General Maintenance**

71030 - Common Area Repairs	128,400
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74000 - General Maintenance	102,720
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<b>Total General Maint.</b>	<b>231,120</b>
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**Landscape Maintenance**

80000 - Landscaping Service	217,890
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80150 - Tree & Shrub Maintenance	94,375
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<b>Total Landscape</b>	<b>312,265</b>
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**Pool/Spa Maintenance**

81000 - Pool/Spa Service	17,850
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<b>Total Pool</b>	<b>17,850</b>
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**Allocation to Reserves**

90000 - Reserve - Allocation/Transfer	620,796
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<b>Total Reserve Allocation</b>	<b>620,796</b>
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<b>Total Expenses</b>	<b>1,168,404</b>
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<b>Net income/(Loss)</b>	<b>-</b>
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**Reserve Study Executive Summary** **No-Site-Visit**

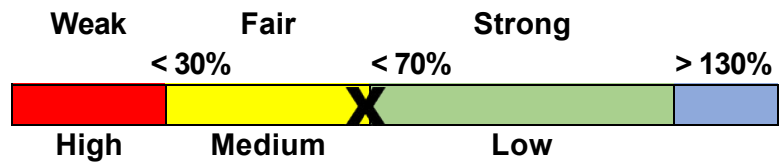
**Strawberry Square Homeowners Association**  
 San Jose, CA  
 Level of Service: **Update "No-Site-Visit"**

Report #: **14970-4**  
 # of Units: **350**  
**January 1, 2024 through December 31, 2024**

**Findings & Recommendations** **as of January 1, 2024**

<b>Projected Starting Reserve Balance</b> .....	<b>\$4,019,626</b>
<b>Current Fully Funded Reserve Balance</b> .....	<b>\$5,756,763</b>
<b>Average Reserve Deficit (Surplus) Per Unit</b> .....	<b>\$.4,963</b>
<b>Percent Funded</b> .....	<b>69.8 %</b>
<b>Recommended 2024 "Monthly Fully Funding Contributions"</b> .....	<b>\$54,196</b>
<b>Recommended 2024 Special Assessments for Reserves</b> .....	<b>\$0</b>
<b>2023 Monthly Contribution Rate</b> .....	<b>\$.49,270</b>

**Reserve Fund Strength: 69.8%**



**Risk of Special Assessment:**

**Economic Assumptions:**

Net Annual "After Tax" Interest Earnings Accruing to Reserves .....	<b>1.50 %</b>
Annual Inflation Rate .....	<b>4.00 %</b>

- This is an Update "No-Site-Visit" Reserve Study.
- This Reserve Study was prepared by or under the supervision of, a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is at 69.8 % Funded, this means the association's special assessment & deferred maintenance risk is currently Medium.
- Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".
- Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is for you to increase your Reserve contributions to \$54,196/Monthly.
- No assets appropriate for Reserve designation were excluded.
- We recommend that this Reserve Study be updated annually, with an on-site inspection update every three years.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
<b>Site and Grounds</b>				
103	Concrete Drive/Walkways - Repair	1	0	\$31,800
202	Asphalt (Ph 1) - Overlay	25	3	\$520,000
202	Asphalt (Ph 2) - Overlay	25	11	\$544,000
202	Asphalt (Ph 3) - Overlay	25	17	\$439,500
203	Asphalt - Seal	5	3	\$60,150
204	Asphalt - Repairs	5	3	\$35,850
205	Asphalt - Parking Spaces - Restripe	5	3	\$18,550
319	Pole Light Fixtures - Replace	20	1	\$80,700
320	Pole Lights - Replace (10%)	10	1	\$53,850
502	Chain Link Fence - Replace	40	16	\$14,800
505	Wood Fence Perim (North) - Replace	20	3	\$21,700
505	Wood Fence Perim (South) - Replace	20	12	\$18,800
505	Wood Patio Fences - Repairs	12	0	\$44,500
505	Wood Patio Fences - Replace	24	5	\$936,000
512	Wood Split Rail Fence - Replace	30	11	\$35,300
1003	Irrig Controllers - Replace (50%)	6	1	\$7,420
1109	Wood Fence - Reseal/Repaint	7	0	\$139,500
1402	Signage - Partial Replace	5	1	\$7,420
1403	Monument Sign (Large) - Replace	20	9	\$11,150
1403	Monument Signs (Small) - Replace	20	0	\$6,190
<b>Unit Buildings</b>				
1115	Stucco - Repaint	7	0	\$428,000
1116	Wood Surfaces - Repaint	7	0	\$572,000
1117	Wood Siding/Trim - Repair (5%)	7	0	\$299,000
1303	Comp Shingle Roof (Ph 1) - Replace	30	15	\$1,320,000
1303	Comp Shingle Roof (Ph 2) - Replace	30	16	\$1,320,000
1303	Comp Shingle Roof (Ph 3) - Replace	30	17	\$1,320,000
1811	Plumbing - Replace/Reline/Repair	5	1	\$15,500
1820	Electrical - Repair/Replace	10	1	\$9,905
<b>Clubhouse/Office Exterior</b>				
303	HVAC - Clubhouse - Replace	10	6	\$14,150
303	HVAC - Office - Replace	10	1	\$6,435
324	Wall Lights - Replace	25	1	\$3,095
<b>Clubhouse/Office Interior</b>				
325	Interior Lights - Replace	25	11	\$3,455
335	Furnaces - Replace (50%)	20	16	\$4,950
608	Laminate Flooring - Replace	30	6	\$16,800

**Exhibit B**

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
803	Water Heater - Replace	18	0	\$1,615
901	Furniture - Replace	15	9	\$2,970
901	Furniture (Tables/Chairs) - Replace	10	4	\$2,480
909	Bathrooms - Refurbish	20	14	\$40,300
1110	Interior Surfaces - Repaint	15	6	\$3,585
<b>Pool Area</b>				
504	Metal Gates - Replace	30	5	\$4,940
509	Wood/Arbor - Replace	25	2	\$56,950
515	Pool Fence - Replace	25	5	\$36,350
1201	Pool Deck - Replace	35	33	\$114,500
1202	Pool - Resurface	12	0	\$71,250
1203	Wader - Resurface	12	0	\$4,945
1206	Pool Filters - Replace	14	2	\$4,950
1207	Wader Filter - Replace	14	2	\$2,480
1210	Pool Pumps - Replace	10	2	\$4,950
1211	Wader Pump - Replace	10	2	\$2,480
1212	Chlorinator - Replace	12	2	\$5,445
1215	Pool & Wader - Re-tile	24	0	\$18,550
1219	Pool Furniture - Replace	15	2	\$3,720
1220	Tile Shower - Replace	20	14	\$3,090
1222	Solar Panels - Replace	15	2	\$27,500
<b>Parks/Recreation</b>				
405	Play Equipment - Replace	20	0	\$132,000
406	Play Surface - Replenish	3	0	\$14,850
409	Benches - Replace (50%)	10	0	\$7,020
409	Tennis Ct. Benches - Replace	18	9	\$5,875
1601	Tennis Court - Seal/Repair/Stripe	7	3	\$21,050
1602	Tennis Court - Resurface	30	26	\$158,500
1604	Tennis Court Fence - Replace	30	26	\$38,800
<b>61 Total Funded Components</b>				

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

**Assessment and Reserve Funding Disclosure Summary**

**Strawberry Square Homeowners Association, San Jose**

For Fiscal Year Beginning: 1/1/2024                      # of units: 350

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Contributions:	\$51,733.00	\$147.81
Total Assessment Income:	\$149,100.00	\$426.00

per: Month

2) Additional 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:

Year	Total Amount Per Unit*	Purpose
Total: \$0.00		

3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will 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**

4) If the answer to #3 is no, what additional assessments or other contributions/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Average Total Amount Per Unit*

Total: \$0.00

5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan:     **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	1/1/2024
Fully Funded Balance (based on formula defined in 5570(b)4):	\$5,756,763
Projected Reserve Fund Balance:	\$4,019,626
Percent Funded:	69.8 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$4,963

From the 5/8/2023 Reserve Study by Association Reserves and any minor changes since that date.

\* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

**Prepared by: Carlos Flores**

**Date: 11/6/2023**

*The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.*

30-Year Reserve Plan Starting with Board of Directors 2024 Rate

14970-4

Fiscal Year Start: 1/1/2024	Interest: 1.50 %	Inflation: 4.00 %
Reserve Fund Strength: as-of Fiscal Year Start Date	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
					In Annual Reserve Funding	Reserve Funding			
2024	\$4,019,626	\$5,756,763	69.8 %	Medium	5.00 %	\$620,796	\$0	\$52,023	\$1,771,220
2025	\$2,921,225	\$4,729,509	61.8 %	Medium	10.00 %	\$682,876	\$0	\$47,580	\$224,770
2026	\$3,426,911	\$5,292,855	64.7 %	Medium	10.00 %	\$751,163	\$0	\$56,285	\$151,721
2027	\$4,082,638	\$5,979,022	68.3 %	Medium	4.00 %	\$781,210	\$0	\$61,412	\$814,345
2028	\$4,110,915	\$6,028,797	68.2 %	Medium	4.00 %	\$812,458	\$0	\$67,922	\$40,103
2029	\$4,951,192	\$6,912,077	71.6 %	Low	4.00 %	\$844,956	\$0	\$71,890	\$1,227,712
2030	\$4,640,326	\$6,622,927	70.1 %	Low	4.00 %	\$878,755	\$0	\$75,727	\$131,726
2031	\$5,463,082	\$7,490,484	72.9 %	Low	4.00 %	\$913,905	\$0	\$74,729	\$1,944,579
2032	\$4,507,137	\$6,536,962	68.9 %	Medium	4.00 %	\$950,461	\$0	\$73,739	\$200,290
2033	\$5,331,046	\$7,390,128	72.1 %	Low	4.00 %	\$988,479	\$0	\$87,266	\$94,857
2034	\$6,311,935	\$8,419,071	75.0 %	Low	4.00 %	\$1,028,019	\$0	\$102,427	\$88,622
2035	\$7,353,759	\$9,528,936	77.2 %	Low	4.00 %	\$1,069,139	\$0	\$110,915	\$1,089,418
2036	\$7,444,395	\$9,676,978	76.9 %	Low	4.00 %	\$1,111,905	\$0	\$118,493	\$309,920
2037	\$8,364,874	\$10,677,615	78.3 %	Low	4.00 %	\$1,156,381	\$0	\$133,139	\$256,038
2038	\$9,398,355	\$11,811,749	79.6 %	Low	4.00 %	\$1,202,636	\$0	\$131,132	\$2,634,945
2039	\$8,097,179	\$10,556,118	76.7 %	Low	4.00 %	\$1,250,742	\$0	\$113,155	\$2,461,259
2040	\$6,999,816	\$9,471,385	73.9 %	Low	4.00 %	\$1,300,772	\$0	\$95,516	\$2,652,235
2041	\$5,743,868	\$8,186,757	70.2 %	Low	4.00 %	\$1,352,802	\$0	\$69,850	\$3,591,091
2042	\$3,575,429	\$5,918,127	60.4 %	Medium	4.00 %	\$1,406,915	\$0	\$62,136	\$329,833
2043	\$4,714,646	\$6,996,005	67.4 %	Medium	4.00 %	\$1,463,191	\$0	\$81,634	\$82,631
2044	\$6,176,840	\$8,421,456	73.3 %	Low	4.00 %	\$1,521,719	\$0	\$101,855	\$387,851
2045	\$7,412,563	\$9,635,759	76.9 %	Low	4.00 %	\$1,582,587	\$0	\$95,297	\$3,788,554
2046	\$5,301,893	\$7,413,134	71.5 %	Low	4.00 %	\$1,645,891	\$0	\$91,805	\$92,972
2047	\$6,946,617	\$8,998,291	77.2 %	Low	4.00 %	\$1,711,727	\$0	\$114,717	\$414,195
2048	\$8,358,866	\$10,368,195	80.6 %	Low	4.00 %	\$1,780,196	\$0	\$135,581	\$544,433
2049	\$9,730,209	\$11,715,078	83.1 %	Low	4.00 %	\$1,851,404	\$0	\$160,153	\$104,554
2050	\$11,637,211	\$13,633,245	85.4 %	Low	4.00 %	\$1,925,460	\$0	\$184,552	\$761,625
2051	\$12,985,598	\$15,007,116	86.5 %	Low	4.00 %	\$2,002,478	\$0	\$208,867	\$315,657
2052	\$14,881,286	\$16,964,575	87.7 %	Low	4.00 %	\$2,082,577	\$0	\$192,822	\$6,311,821
2053	\$10,844,865	\$12,831,740	84.5 %	Low	4.00 %	\$2,165,880	\$0	\$157,097	\$3,053,004









2/17/2023

**Strawberry Square Homeowners Association**  
Civil Code 5300(b)(9) Disclosure Summary Form

**\*\*Property: ACE Property & Casualty Insurance Company: 3/1/2023 - 3/1/2024**  
\$2,688,993 Common Area Property Limit with a \$1,000 Deductible.  
\$105,225 limit for BPP with a \$1,000 deductible.

**General Liability: ACE Property & Casualty Insurance Company: 3/1/2023 - 3/1/2024**  
\$1,000,000/\$2,000,000 per Occurrence/General Aggregate with a \$0 Deductible.  
\$1,000,000 Non-Owned and Hire Automobile Liability is included in this policy.

**Umbrella Liability: Greenwich Insurance Company: 3/1/2023 - 3/1/2024**  
\$5,000,000 each Occurrence/General Aggregate with a \$0 Deductible.

**Directors' and Officers Liability: Continental Casualty Company: 3/1/2023 - 3/1/2024**  
\$1,000,000 per Occurrence and Annual Aggregate with a \$1,000 retention per Occurrence.

**Employee Dishonesty: Continental Casualty Company: 3/1/2023 - 3/1/2024**  
\$4,000,000 per Occurrence with a \$10,000 Deductible.

**Workers' Compensation: PMA Insurance Group: 3/1/2023 - 3/1/2024**  
\$1,000,000 Coverage statutory limits as required by California law.

**Equipment Breakdown Coverage: No Coverage through our Agency.**

**Earthquake Insurance: No Coverage through our Agency.**

**Flood: no coverage through our agency.**

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

**\*\*Coverage is Common Area Only. Each homeowner is responsible for insuring their own dwelling. For further information please call us at 877-317-9300.**

# Strawberry Square Homeowners' Association

**FHA Certification Disclosure**  
**[California Civil Code §5300(g)]**  
**Year Ending December 31, 2024**

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 not** a condominium project. The association of this common interest development **is not** certified by the Federal Housing Administration.

**VA Certification Disclosure**  
**[California Civil Code §5300(g)]**  
**Year Ending December 31, 2024**

Certification by the Federal Department of Veterans 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 not** a condominium project. The association of this common interest development **is not** certified by the federal Department of Veterans Affairs.

**Strawberry Square HOA**

**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:

*Heather Moore	Escrow	HOA Accounting	9-29-2023
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 <b>4525(a)(1)</b>	\$30.00	
CC&Rs	Section <b>4525(a)(1)</b>	\$50.00	
Bylaws	Section <b>4525(a)(1)</b>	\$35.00	
Operating Rules	Section <b>4525(a)(1)</b>	\$35.00	
Age Restrictions, if any	Section <b>4525(a)(2)</b>		Refer to Demand
Rental Restrictions, if any	Section <b>4525(a)(9)</b>	\$10.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections <b>5300</b> and <b>4525 (a)(3)</b>	\$50.00	
Assessment and Reserve Funding Disclosure Summary	Sections <b>5300</b> and <b>4525 (a)(4)</b>		Included in Budget
Financial Statement Review	Sections <b>5305</b> and <b>4525(a)(3)</b>	\$35.00	
Assessment Enforcement Policy	Sections <b>5310</b> and <b>4525(a)(4)</b>		Included in Budget
Insurance Summary	Sections <b>5300</b> and <b>4525 (a)(3)</b>		Included in Budget
Regular Assessment	Section <b>4525(a)(4)</b>		Refer to Demand
Special Assessment	Section <b>4525(a)(4)</b>	\$25.00	Refer to Demand
Emergency Assessment	Section <b>4525(a)(4)</b>		Refer to Demand

## Strawberry Square HOA

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections <b>5675</b> and <b>4525(a)(4)</b>		Refer to Demand
Approved Changes to Assessments	Sections <b>5300</b> and <b>4525(a)(4), (8)</b>		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections <b>4525(a)(6), (7)</b> and <b>6100</b>		Refer to Demand
Preliminary List of Defects	Sections <b>4525(a)(6), 6000</b> and <b>6100</b>		Refer to Demand
Notice(s) of Violations	Sections <b>5855</b> and <b>4525(a)(5)</b>		Refer to Demand
Required Statement of Fees	Section <b>4525</b>	\$222.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section <b>4525(a)(10)</b>	\$65.00	
<b>Total fees for these documents:</b>		<b>\$ \$557.00</b>	

\*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.

This is this minimum document offering required to meet CA statute 4528. 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: 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.

# Strawberry Square Homeowner's Association

## 2024 Annual Policy Statement

Within 30 to 90 days before the end of its fiscal year, the board shall distribute an annual policy statement that provides the members with information about association policies. The annual policy statement shall include all of the following information:

1. Designated Recipient | The name and address of the person designated to receive official communications to the association, pursuant to Section 4035.

Please direct all official communication to:

John Ganley  
Strawberry Square HOA Manager  
530 Strawberry Lane  
San Jose, CA 95129

2. Right to Notice to Two Addresses | A statement explaining that a member may submit a request to have notices sent to up to two different specified addresses, pursuant to subdivision (b) of Section 4040. If you have a secondary mailing address, please send a written request to the person identified in paragraph (1) above.

3. General Notice Location | The location, if any, designated for posting of a general notice, pursuant to paragraph (3) of subdivision (a) of Section 4045. ***General notices are posted on the bulletin boards located outside of the clubhouse.***

4. Right to Individual Delivery | Notice of a member's option to receive general notices by individual delivery, pursuant to subdivision (b) of Section 4045. Please direct all general notice communication to the person identified in paragraph (1) above.

5. Right to Minutes | Notice of a member's right to receive copies of meeting minutes, pursuant to subdivision (b) of Section 4950 by sending a written request to the person identified in paragraph (1) above.

6. Collection Policy | The statement of assessment collection policies required by Section 5730. ***(See enclosed Exhibit G)***

7. Lien Policy | A statement describing the association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments. ***(See enclosed Exhibit G)***

8. Rules Enforcement Policy | A statement describing the association's discipline policy, if any, including any schedule of penalties for violations of the governing documents pursuant to Section 5850. ***(See enclosed Exhibit H)***

9. Dispute Resolution Procedures | A summary of dispute resolution procedures, pursuant to Sections 5920 and 5965. ***(See enclosed Exhibit G)***

# Strawberry Square Homeowner's Association

## 2024 Annual Policy Statement

10. Architectural | A summary of any requirements for association approval of a physical change to property, pursuant to Section 4765. (*See enclosed Exhibit H*)

11. Overnight Payments | The mailing address for overnight payment of assessments, pursuant to Section 5655.

Overnight Lockbox Payment Address:

Strawberry Square HOA  
c/o HOA Accounting Services  
3100 Clayton Road  
Concord, CA 94519

12. Miscellaneous | House rules and regulations (*See enclosed Exhibit H*)



## **Strawberry Square Homeowners Association ASSESSMENT COLLECTION POLICY**

### **Notice to Members:**

This document sets forth the Association's policy regarding the collection of assessments pursuant to the Association's Governing Documents and California Civil Code Sections 5600 - 5740.

#### **1.0 Assessments in General.**

The Association has a duty to levy regular and special assessments sufficient to perform its obligations under the governing documents and California law. Regular assessments are determined at least once annually and are payable during the year in Monthly installments or at such other intervals as the Board of Directors shall designate. The Association shall distribute the written notice described in Civil Code Section 5730 to each member of the Association during the 60-day period immediately preceding the beginning of the Association's fiscal year.

#### **2.0 Obligation to Pay Assessments.**

A regular or special assessment and any late charges, reasonable fees and costs of collection, reasonable attorney's fees, if any, and interest, if any, as determined in accordance with Civil Code Section 5650, shall be a debt of the owner of the separate interest at the time the assessment or other sums are levied. Each assessment or charge is also a lien on the owner's property from and after the time the Association causes a Notice of Delinquent Assessment (Lien) to be recorded with the County Recorder's Office of the County in which the property is located.

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

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

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

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

#### **5.0 Notice of Assessments.**

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

#### **6.0 Designation of Agent.**

The Board of Directors may designate an agent or agents to collect assessment payments and administer this Assessment Collection Policy. Such designated agent may be an officer of the Association, manager, collection service, banking institution, law firm, attorney or other appropriate agent. A.S.A.P. Collection Services at 331 Piercy Road, San Jose, CA 95138 (408) 363-9600 is one of the designated agents authorized to administer this policy.

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

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

#### **8.0 Due Date/ Delinquency Date of Assessments.**

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

## **Exhibit G**

### **9.0 Late Charges and Interest on Delinquent Amounts.**

Delinquent accounts become subject to the following additional charges as contained in Civil Code section 5650 and the governing documents: costs of collection including reasonable attorney's fees; a late charge of \$10 or 10% of the delinquent assessment, whichever is greater and interest on all sums (including the delinquent assessment, collection fees and costs, and reasonable attorney's fees) at an annual interest rate not to exceed 8.00% commencing 30 days after the assessment becomes due; whether or not charged prior to collection. If it is determined the assessment was paid on time to the association the owner will not be liable to pay the charges, interest and costs of collection.

### **10.0 Collection Charges.**

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

\*Incurred means as the services are provided, they are added to the owner's account.

### **11.0 Application of Payments.**

If partial payments are accepted, they must be applied pursuant to Civil Code 5655: first to 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. Owners may request a receipt and the association shall provide it. The receipt shall indicate the date of payments and the person who received it. Payments may be required to be made in certified funds, i.e. cashier's check or money order.

### **12.0 Initial Delinquency Notice.**

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

### **13.0 Notice of Intent to Record a Lien.**

If an assessment account remains unpaid for 45 days after it is due, the Association or its designated agent shall, at least 30 days prior to recording a lien upon the separate interest of the owner of record, notify the owner in writing by certified mail all of the notice requirements pursuant to Civil Code Section 5660. Prior to recording a lien for delinquent assessments, the owner has the right to request to participate in dispute resolution pursuant to the Association's "Meet and Confer" program required in Civil Code Sections 5900 - 5920. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy as an ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

### **14.0 Recording of Lien.**

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

### **15.0 Association Lien Subordination.**

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

### **16.0 Recording of Release of Lien.**

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

### **17.0 Lien Recorded In Error.**

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

## **Exhibit G**

### **18.0 Foreclosure.**

Judicial or Non-Judicial foreclosure proceedings may not begin until the amount of the delinquent assessments secured by the lien, exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, equals or exceeds one thousand eight hundred dollars (\$1,800) or the assessments are more than 12 months delinquent. Prior to initiating a foreclosure for delinquent assessments, the association will offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "Meet and Confer" program required in Civil Code Sections 5900-5920 or alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 • 5965. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy as an ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

### **19.0 Deed in Lieu of Foreclosure.**

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

### **20.0 Payment Plan Agreement.**

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

### **21.0 Validation of Debt.**

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

### **22.0 Disputes.**

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

### **23.0 Internal Dispute Resolution (IDR) Procedure, Meet and Confer.**

An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "Meet and Confer" program required in Civil Code Sections 5900-5920. A copy of the "Meet and Confer" Offer and Procedure is attached to this collection policy and serves as an official offer to the owner. See attached ADDENDUM titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."

### **24.0 ADR • Alternative Dispute Resolution.**

An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Sections 5925 -5965 before the Association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate judicial foreclosure. A summary of the ADR • Alternative Dispute Resolution Civil Code 5965 is attached as an ADDENDUM to this policy titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR,"

### **25.0 Owner has Right to Request Meeting with Board.**

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

## **Exhibit G**

### **26.0 Owner has Right to Review Association Records.**

Owner has the right to review the Association records, pursuant to Civil Code Section 5205. Owner should contact the Association's managing agent for the policies and procedures set forth to inspect the records.

### **27.0 Dispute Resolution, Meet and Confer Procedure Civil Code Section § 5920. See attached Addendum titled "ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR."**

### **28.0 Other Remedies.**

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

### **29.0 Address of the Association and the Board of Directors.**

For the purpose of OVERNIGHT PAYMENTS owners are directed to use the same mailing address that is used for mailing routine assessment payments, unless otherwise directed by the designated agent. For the purpose of CORRESPONDENCE owners are directed to use the mailing addresses of the designated agent, unless otherwise directed. These addresses are subject to change after the distribution of this policy. Notification of a change will be in writing to the membership through normal day-to-day correspondence from the association or its designated managing agent. It is the owners' responsibility to note any changes for their records.

### **30.0 Returned Payments.**

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

### **31.0 Sufficiency of Notice.**

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

### **32.0 Owner's Change of Address.**

Owner is required to notify the Association of any change in the owner's name or mailing address. 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 this section 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 indicate 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.

### **33.0 Void Provisions.**

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

**ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR  
INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR**

**DISPUTE RESOLUTION, MEET AND CONFER PROCEDURE CC §5920**

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

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

**NON-PARTICIPATION BY THE OWNER:** If the owner declines to participate, the Association may begin Alternative Dispute Resolution, pursuant to Civil Code §5930.

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

- A. The Association will act on a request by the owner within 45 days of receipt of the written request to meet.
- B. The meeting shall be established in good faith, take place promptly at a mutually convenient date, time and location. Each party shall explain their position and shall confer in good faith to resolve the dispute. If an attorney or other person will be present to assist the owner, the Association must be notified in writing 10 days prior to the established date. If notice is not given 10 days prior, the Association can request a continuance. Each party to pay for their own costs.
- C. An agreement resolving the dispute by the parties shall be made in writing and dated and signed by the parties, including the Board designee on behalf of the Association.
- D. A written decision shall be made by the designated Board Member and delivered or received by the owner within ten (10) days after the meet and confer.
- E. If the owner participates, but the dispute is resolved other than by agreement of the owner, the owner shall have the right to appeal to the Association's Board of Directors.

**APPEAL:**

- A. If the owner disputes the resolution, an appeal must be taken to the Board of Directors within thirty (30) days of the date of the decision by the designated Board member.
- B. If there is an appeal, the Board must hear the Appeal at its next regularly scheduled meeting in executive session, then issue a written decision within ten (10) days.

**NO CONFLICT:**

- A. The resolution must not be in conflict with the law or the governing documents.
- B. The agreement must be consistent with the authority granted to the Board of Directors or the Board must ratify the agreement.
- C. The written agreement, which is dated and signed by the parties, will bind both parties and be judicially enforceable.

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

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

**TIME:** The maximum time to act on a written request by the owner is forty-five (45) days. Initiation to completion of the dispute will take no more than one hundred eighty (180) days, unless extended by both parties.

**ADR - ALTERNATIVE DISPUTE RESOLUTION CC §5925 - 5965 [SUMMARY] As of January 1, 2006**

- 1. If an association, owner or member of an association seeks either:
  - A. Declaratory or injunctive relief; or
  - B. Declaratory or injunctive relief and a claim for monetary damages not in excess of the jurisdictional limits of small claims court (as of January 1, 2012: \$10,000 for individuals or \$5,000 for homeowner association), other than for association assessments, concerning the enforcement of the governing documents; the parties shall submit their dispute to Alternative Dispute Resolution (ADR), such as mediation or arbitration. A Request for Resolution ("Request") begins the process and it shall include:
    - 1) A description of the dispute;
    - 2) A request for ADR
    - 3) Notice that the party receiving the Request is required to respond within thirty (30) days or the Request will be deemed rejected.
  - C. This does not apply to small claims action.
  - D. Except as required by law, this does not apply to an assessment dispute.
- 2. A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.
- 3. If the Request is accepted, ADR shall be completed within ninety (90) days from the date of acceptance, or it can be extended by a written stipulation signed by both parties.

"FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF THE MEMBER'S RIGHT TO SUIT THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW."

Unless otherwise stated by the Association, this document serves as the Association's OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER, AND ADR and it serves as its procedure for the same.

**Changes to the 2015 Assessment Collection Policy and the Meet and Confer Policy**

In order to conform to current law, the *Assessment Collection Policy* and the *Meet and Confer Policy* have been revised. As of January 1, 2015, these revised policies are in effect. The changes are outlined below:

**ASSESSMENT COLLECTION POLICY**

*(The following ONLY applies to the Collection Policy.)*

**10.0 Collection Charges.**

*ADDED, as last sentence:* "Incurred" means as the services are provided they are added to the owner's account.

**11.0 Application of Payments.**

*Currently reads:*

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

*Rewritten:*

If partial payments are accepted, they must be applied pursuant to Civil Code §655: first to 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. Owners may request a receipt and the association shall provide it. The receipt shall indicate the date of payments and the person who received it. Payments may be required to be made in certified funds, i.e. cashier's check or money order.

**ADDENDUM TO ASSESSMENT COLLECTION POLICY: OFFER FOR INTERNAL DISPUTE RESOLUTION (IDR), MEET AND CONFER AND ADR**

*(The following ONLY applies to the Addendum to the Assessment Collection Policy: Offer for Internal Dispute Resolution.)*

**IF THE OWNER PARTICIPATES. THEN THE MEET AND CONFER TAKES PLACE:**

*Currently reads:*

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

*Currently reads:*

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

*Currently reads:*

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

*Rewritten:*

**A.** The Association will act on a request by the owner within 45 days of receipt of the written request to meet.

*Rewritten:*

**B.** The meeting shall be established in good faith, take place promptly at a mutually convenient date, time and location. Each party shall explain their position and shall confer in good faith to resolve the dispute. If an attorney or other person will be present to assist the owner, the Association must be notified in writing 10 days prior to the established date. If notice is not given 10 days prior, the Association can request a continuance. Each party to pay for their own costs.

*Rewritten:*

**TIME:** The maximum time to act on a written request by the owner is forty-five (45) days. Initiation to completion of the dispute will take no more than one hundred eighty (180) days, unless extended by both parties.

**STRAWBERRY SQUARE RULES AND REGULATIONS  
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- 3 PATIO LANDSCAPING
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## Strawberry Square Homeowner's Association (SSHOA)

### Rules and Regulations

Updated 10/26/23

#### 1 GENERAL

1. Residents and guests must use the sidewalks provided.
2. No sign(s) of any kind shall be displayed to public view or attached to any lot, except for lawn signs of not more than five square feet in size advertising the property for sale or rent and Neighborhood Watch signs or signs otherwise allowed by law. This sign must be within 10 feet of the Lot. SSHOA will remove non-conforming sign(s), which will be returned to the owner after a fine has been paid. No signs may be posted on the common area except for an "Open House" unit for sale. An open house sign may be posted on the common area only when a real estate agent or owner is present to show the townhouse.
3. Any noise emanating from private homes, the common area, or vehicles that is deemed disturbing to residents is prohibited.
4. No items or trash may be stored in view of the common areas (**THIS INCLUDES THE CARPORT**) or visible from other Lots. Any items found to be in violation may be removed at the homeowner's expense. Items such as towels, clothes, etc. may not be draped over patio fences or balconies.
5. No business of any kind shall be conducted on any residence lot. {Ref. p 12, Article 6.3.1 for businesses that are allowed and shall be in accordance with 6.3.1 of the CC&Rs} Also, no business of any kind shall be conducted in the common area (i.e. clubhouse, pool(s), tennis courts, playground(s), etc.)
6. Homeowners must furnish a copy of these rules to their tenants.
7. All exterior holiday lights, decorations, etc. must be removed within 15 days after a holiday (i.e. Diwali, Halloween, Christmas-New Year's week, Hanukah, etc.)



**2 ARCHITECTURE and GROUNDS**

1. No homeowner or resident shall make any structural modifications, alterations, or additions to the exterior of any unit without prior approval from the Architectural Committee. {Ref. p 20, Article 8.1 of the CC&Rs}
2. Decorations or items within patio areas visible from other lots or common areas shall have prior written approval from the Architectural Committee. {Ref. p 14, Article 6.7, 6.8 and 6.9 of CC&Rs}
3. No alterations to common landscape areas, fences, or walls surrounding patio are permitted. {Ref. p 8, Article 4.4 of CC&Rs}
4. No mast, tower, exterior antenna, or similar structure shall be erected or maintained without prior written approval from the Board.
5. No exterior clotheslines may be erected in a carport area. A clothesline is permitted within the patio area, but must be at least 3 inches below top of fence. {Ref. p 14, Article 6.9 of CC&Rs}
6. No homeowner or resident shall install wiring for electrical or telephone installation, washing or drying machines, air conditioning units, etc. on the exterior of any buildings, including roofs and walls, without prior written authorization.
7. No basketball standards, freestanding mailboxes, etc. may be erected. {Ref. p 14, Article 6.8 of CC&Rs}
8. It is recommended that plants and/or decorative trees be in pots and/or planters.
9. No window or wall air conditioning units are permitted.

### 3 PATIO LANDSCAPING

#### 1. Patio Landscaping and Buildings

The Association is responsible for the maintenance, repair and replacement of roofs and gutters. To protect the roofs and prolong their life, the following is adopted:

- 1 All existing trees must be trimmed and maintained at all time so that they **DO NOT** overhang the roof or touch the roof. A 12-inch clearance must be maintained between the trees and the building.
- 2 Replacement trees must be of varieties not expected to exceed 12 feet in height at maturity and once planted must be trimmed and maintained so that they do not grow higher than the roof line.

#### 2. Patio Landscaping and Fences:

The Association is responsible for painting the exterior surfaces of the townhouses including the fences. To enable the Association or its contractors to access the surfaces to be painted and to prolong the life of the paint, the following rule is adopted:

- 1 All existing shrubs and plants (other than trees) must be trimmed and maintained always at a height of not more than eight (8) feet and at least 12-inches away from the surface of the fence and 12-inches from the exterior wall of the building.
- 2 Replacement shrubs and plants (other than trees) must be of varieties not expected to exceed the fence line at maturity and once planted must be trimmed and maintained so that they do not grow higher than the fence line.

**4 ARCHITECTURAL CONTROL APPLICATION PROCESS**

1. Prior to starting any architectural modification, the homeowner shall obtain the proper architectural forms from the Manager or the SSHOA web site.
2. The forms, with the proper drawings, shall be completed and returned to the Chairman, Architectural Control Committee a minimum of two (2) weeks prior to the next Board meeting.
3. The Architectural Control Committee will review the plans, and its recommendation will be given to the SSHOA Board of Directors.
4. The application will be accepted or denied within 45 days of all documents being received by the Architectural Control Committee. {Ref. p 20, Article 8.2 of CC&Rs}  
(See Architectural Control Application: Exhibit A)

**5 CLUBHOUSE**

1. The Clubhouse may be reserved for private or noncommercial social functions by homeowners only.
2. Residents must accompany all guests and are responsible for their conduct.
3. Reservations are limited to the clubhouse only. The pool area is never available for reservations.
4. The noise level shall be kept to a reasonable level to avoid disturbing other residents,  
(See Clubhouse Rules: Exhibit B)

## 6 COMMOM AREA

1. When using the common area, a homeowner or resident must accompany a nonresident except when walking to or from a resident's home. {Ref. p 8, 4.2 of CC&Rs}
2. Games involving risk are prohibited in the common areas.
3. Construction of any kind is prohibited on the common area (s).
4. No loitering is permitted on the common areas between the hours of 10:00p.m. and 6:00 a.m.
5. Littering of the common area is prohibited.
6. Skateboarding and skateboard ramps are **NOT** permitted on the common area or private streets. {Ref. p 14, 6.8 of CC&Rs}
7. Inflatable play structures, large or small, are **NOT** permitted on the common areas.

## 7 PARKING AND VEHICLES

1. Vehicles parked on the street may not occupy more than one normal parking space.
2. All vehicles must be parked within the garage or carport or in the designated parking areas.
3. Parking in red zones (red painted curbs or red lines behind garages) is strictly prohibited. These zones are considered fire lanes and are for use by emergency vehicles. Any car found parked in red zones will be towed at the vehicle owner's expense without prior notice.
4. Boats, trailers, campers, mobile homes, and other recreational vehicles are prohibited from parking within the complex. If located, they will be towed away at the owner's expense. Only commercial vehicles owned by maintenance vendors actively completing repairs to buildings or to a specific unit may be parked in the common area.

## Exhibit H

5. Strawberry Square prohibits the storage of a vehicle on its private streets for more than 72 hours. Moving the vehicle, a short distance after the 72-hour deadline means that the vehicle is still being stored, and it will be towed at the owner's expense. San Jose Municipal Code Section 11.36.200 prohibits the storage of a vehicle on a city street for more than 72 hours.
6. Only persons holding a valid operator's license may operate licensed motor vehicles on the private streets. All vehicles must be operable and have current registration tags displayed. Vehicles that do not have and display the current vehicle registration sticker on the rear license plate will be cited and towed from the private streets at the vehicle owner's expense.
7. No unlicensed motor vehicle may be driven on the premises, including minibikes, motorbikes (Mopeds), or motorized scooters.
8. Any person who drives any vehicle within the limits of Strawberry Square with willful disregard for the safety of persons or property is guilty of reckless driving and will be fined.
9. All vehicles parked in view of the common area must be in a state of good repair.
10. No resident shall repair or restore any motor vehicle, boat, trailer, or any other vehicle on any portion of any lot or on the common area except for emergency repairs to enable movement to a proper repair facility.

### **IMPORTANT: PARK AT YOUR OWN RISK!**

SSHOA does not provide insurance or security services for vehicles parked in the common area or on our private streets. Vehicle owners are responsible for any costs incurred due to damage, vandalism, falling tree limb(s), or theft of any vehicle or vehicle contents parked within the Association common areas.

**8 PETS**

1. Pets are prohibited in the clubhouse, pool, pool area and the tennis courts.
2. Pets are prohibited from being in the children's playground area.
3. Dogs must be kept on a leash and under control always. {Ref. p 14, 6.11.1}
4. No animal may be left chained or tethered in front of a dwelling. (Ref. p14, 6.11.1)
5. Pet owners are responsible for cleaning up their pet's litter. {Ref. p 14, 11.3}

**9 SWIMMING POOL AND POOL AREA**

1. Residents and guests use the pool/pool area at their own risk.
2. The pool/pool area are reserved for the exclusive use of SSHOA residents and their guests. No more than six (6) guests from any one Lot may use the pool and pool area at any given time and guests must always be accompanied by a SSHOA resident 18 years or older. No guest may have the key fob in their possession.
3. All persons under 14 years of age must always be accompanied and supervised by a SSHOA resident adult. Only SSHOA resident 14 years or older may have the key fob in their possession.
4. Bicycles, tricycles, skateboards, scooters (except for scooters or other transportation devices necessary to permit a disabled resident use and enjoyment of the pool and pool area.) Frisbees, heavy balls, large accessories, or inflatable play structures (large or small), including bounce houses,) or large patio cover/umbrella are NOT allowed in the pool or around the pool area. No food or drink allowed in the pool.
5. Pets/animals are NOT allowed in the pool/pool area, except for a service animal necessary to allow a disabled resident to use and enjoy the pool.
6. No running, undue splashing, rough horseplay, or spitting in the pool or pool area. No water balloons allowed in the pool/pool area as they clog up the pool's filter. Keep "water cannons"/squirt guns at reasonable play as to not annoy others.
7. No glass or breakable objects are allowed in the pool area.
8. No objects such as rocks, glass, dirt, etc. may be thrown into the pool.
9. Each resident is responsible for cleaning up their own litter.

## Exhibit H

10. Each resident must shut and lock the gate upon entering or leaving the pool area. The gate must not be propped open, this is to protect our small children and to comply with a San Jose city ordinance.
11. Disorderly conduct, drunkenness, or use of drugs in or around the pool area is not permitted.
12. No lessons for fee shall be conducted.
13. A SSHOA resident may not reserve the pool and pool area for private parties. The Board of Directors may reserve the pool and pool area from time to time for special Association events.
14. Proper bathing attire for everyone is always required in the pool. Persons wearing diapers **must wear waterproof diapers or waterproof pants** while in the pool.
15. All residents using the pool or pool area must **show current proof of residency** in SSHOA by producing the **key fob and/or valid ID** used for gate entry. You must allow for key fob ownership/verification by presenting your key fob to a board of director or management staff upon request. Failing to do so will result in disabling of your key fob and you must seek reinstatement with the Board of Directors.
16. No tailgating. Each SSHOA resident must use a key fob for access control at the pool gate. When you follow another SSHOA resident that has opened the gate before you, you still must use your key fob to enter.

Any Board of Directors or Management Staff has the right to enforce the above rules.

**RESIDENTS/GUESTS NOT CONFORMING TO THESE RULES WILL BE REQUIRED TO LEAVE THE POOL/ POOL AREA AND THEIR KEY FOB DEACTIVATED.**

### **10 TENNIS COURT RULES**

1. Tennis court use is limited to one (1) hour when others are waiting to play.
2. All players must wear tennis shoes.
3. No food or drink is allowed within the tennis court area.
4. Only tennis playing is permitted in the tennis court.
5. Tennis court use is limited to SSHOA or residents and their guests.
6. An adult must accompany persons under 14 years of age.
7. The tennis court gate must be kept closed and locked.

## **Exhibit H**

8. No lessons for fee shall be conducted.
9. Pets are not allowed in the tennis courts.
10. All residents using the tennis courts must show current proof of residency in SSHOA by producing the key fob and/or valid ID used for gate entry. You must allow for key fob ownership/verification by presenting your key fob to a board of director or management staff upon request. Failing to do so will result in disabling of your key fob and you must seek reinstatement with the Board of Directors.
11. No tailgating. Each SSHOA resident must use a key fob for access control at the tennis court gate. When you follow another SSHOA resident that has opened the gate before you, you still must use your key fob to enter.

Any Board of Directors or Management Staff has the right to enforce the above rules.

**RESIDENTS/GUESTS NOT CONFORMING TO THESE RULES WILL BE REQUIRED TO LEAVE THE TENNIS COURTS AND THEIR KEY FOB DEACTIVATED.**

### **11 TRASH**

1. Trash and garbage cans must be kept off the street until the evening before pickup and must be returned to their storage area within 24 hours after trash pickup.
2. All trash cans left out after the 24-hour deadline will be levied a fine.
3. Trash cans may not be stored on any part of the common area.

### **12 VEHICLE STORAGE AREAS**

1. There are reserved parking spaces available for rent at the end of Hollyberry, Daisydell, and Chinaberry Courts.
2. Homeowners and residents may reserve these parking spaces. There is a \$125 charge per year for reserving a parking space.
3. Any unauthorized vehicle parked in a reserved space will be towed without prior notice from the area at the vehicle owner's expense.
4. All vehicles in the reserved parking spaces must be in a state of good repair.
5. All vehicles in the reserved parking space must have current registration and be registered to the owner of the parking space.
6. No canopy covers are permitted.



**13 SCHEDULE OF FINES**

1. The first violation/fine is **\$50.00**. The second violation is **\$100.00**, and the third violation is an additional **\$150.00**.
2. The recipient of a fine has the right to appear before the Hearing Committee to appeal this fine.
3. If the fine remains unpaid, the fine will be referred to the Association's attorney.
4. The homeowner will be responsible for all legal fees and costs incurred by the SSHOA in collecting the fines and enforcing the rules of the Covenants, Conditions, and Restrictions (CC&Rs).

**Exhibit H**

**Exhibit A: Architectural Control Application**

To the Architectural Control Committee: \_\_\_\_\_ Date: \_\_\_\_\_  
Homeowner(s) Name: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Owner Address (if different): \_\_\_\_\_  
Owner's Phone: Home: \_\_\_\_\_ Work: \_\_\_\_\_  
Description of Improvement applying for: \* \_\_\_\_\_

Colors: \_\_\_\_\_  
Location(s): \_\_\_\_\_  
Dimensions: \_\_\_\_\_  
Construction Materials: \_\_\_\_\_  
Contractor's Name: \_\_\_\_\_

\*A scale drawing of all improvements, showing location and dimensions, must be submitted with this application and attached to application.

**Affidavit.** I/We are the current owners of the above described property for which this application is made. I/We understand the restrictions contained in the Declaration of Covenants, Conditions and Restrictions and agree to abide by the decision of the Architectural Control Committee on this application, including all conditions which may be put on approval. I/We agree to be solely responsible for the events creating the improvements, maintaining the improvements in good condition, and any encroachment this improvement may make on adjoining unit owners' property and/or common elements areas. I/We are responsible for obtaining all permits that may be required, complying with any building codes or regulations that apply, and will reimburse STRAWBERRY SQUARE HOMEOWNERS ASSOCIATION for any liability or costs arising because of this improvement I/We understand that final approval is conditional on an inspection of the completed improvement for compliance with the description in this application and the conditions of approval. If the improvement does not meet the final inspection criteria, I/We, at our sole expense, will restore the property to its condition before work began on improvement. If necessary for repair and maintenance of the structures and area, I/We will be solely responsible for removing and replacing the improvement to make way for such repairs and maintenance. I/We will notify successive owner(s) of this property of this unique improvement, the conditions of approval, that STRAWBERRY SQUARE HOMEOWNERS ASSOCIATION assumes no responsibility for this improvement, and of their duty to likewise notify further successive owner(s).

All Owners of Property Must Sign Below:  
Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ARCHITECTURAL CONTROL COMMITTEE USE ONLY (below)

Date Received: \_\_\_\_\_ Received by: \_\_\_\_\_  
Date Approved: \_\_\_\_\_ Date Disapproved: \_\_\_\_\_

**EXHIBIT B – CLUBHOUSE RULES  
STRAWBERRY SQUARE HOMEOWNER’S ASSOCIATION (SSHOA)  
CLUBHOUSE RENTAL AGREEMENT FORM**

To receive your requested date, your reservation should be made 6-8 weeks in advance of reservation date, we do not rent with less than 10 days' notice (**note:** this is non-negotiable.) Check the **Events Calendar (Events-Calendar)** to ensure your date is available.

Certificate of Insurance Requirement for Clubhouse Rental. A Certificate of insurance must be submitted to the HOA office at least seven days in advance of a member's reservation date. The Certificate must list the Association as an Additional Insured on the member's policy and stating the name of the event/party, the date, and the time. Failure to timely provide the Certificate of Insurance with the required information may result in the forfeiture of the rental reservation and loss of the member's deposit. Notwithstanding the foregoing, a member shall not be required to obtain and provide proof of liability insurance if the Clubhouse rental is for assembly for political purposes as outlined in subsections (1), (2,) and (3) of Civil Code Section 4515(b)

**\*Please note:** No reservations can be requested by renters of Strawberry Square until a signed letter/email from the homeowner accepting responsibility for damages that may be caused by the renter is sent in with the rental form/application.

There is a \$150 per day rental charge, along with a \$200 refundable security deposit. The \$150 fee will be put on your Account to be paid with your monthly homeowner's dues. The \$200 deposit will also be placed on your account. If the clubhouse was left clean with no damage your \$200 deposit will be removed from your account within 2 weeks of the end of your event. Once you are put on the calendar there will be a \$50 cancellation fee upon cancellation. *(Reminder: the pool area is shared with all other residents and cannot be rented with the clubhouse)*

1. Please note: we will make the key to the clubhouse up to **ONE DAY** early of your reservation, but you cannot enter the clubhouse facility until the day of rental. To safeguard keys to the facilities, return them as agreed, to the Strawberry Square office. They may be left in the mail slot in the office door located to your left just before entering the pool area.
2. To limit the number of persons attending to **60**. And they must be friends or family. No holding business type functions (no door charge/other charges) The clubhouse is for the enjoyment of Strawberry Square homeowners and their guests.
3. To supervise the function personally, at **ALL** times, to insure guest compliance.

**Exhibit H**

4. Event needs to be over at 10:00 PM Clubhouse cleaned and vacated by 11:00PM.
5. To remove all personal property from the Clubhouse immediately upon completion of the function and to secure all doors and windows.
6. To control the sound level so that no noise from the Clubhouse or the pool area is audible to neighboring residents, and to have **NO** live music.
7. To confine your function to the Clubhouse and enclosed pool area (and follow all the pool rules.)
8. Leave restrooms in a neat condition.
9. To hold the HOA harmless for all damages and lawsuits in connection with the use of the facility.
10. The Clubhouse is to be left in the same condition as you found it, clean.
11. To pay any costs to the HOA which result from the function, even though damage may exceed the \$200 deposit.
12. **NO** glass in the pool area and pool deck. **NO** Smoking in the clubhouse or pool area.
13. **NO** pets allowed in either the pool area or the clubhouse.

***Violation of the above rules will be grounds for forfeiture of the \$200 deposit, fines, and loss of future rental privileges and the immediate closing down of the function.***

HOMEOWNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DATE OF CLUBHOUSE RENTAL: \_\_\_\_\_

HOMEOWNER SIGNATURE: \_\_\_\_\_