

**IMPORTANT  
BOARD MEMBER  
CANDIDATE INFO  
ON PAGES  
2, 9, & 10**



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# HOPES & CHALLENGES FOR 2021

**H**aving gone through one of the most challenging years our entire nation has ever faced, 2021 offers many of the same challenges, but also new hopes!

## ASSESSMENTS TO REMAIN UNCHANGED FOR 2021-2022

Last year the Venetian Gardens HOA Board made the decision to adjust the Annual Assessment at rate the national Social Security COLA (Cost of Living Adjustment) expects for the coming year. At that time the COLA was expected to be 1.8%, which set our Assessment increase from \$222 to \$226. The COLA for 2021 is set at an increase of 1.3% which would have increased our Annual Assessment to \$229 per unit.

However, in light of the events of 2020 that have strained our national economy and affected all of us to one degree or an-

other, the Board has decided to forego the increase of Assessments for the 2021-2022 fiscal year. Thus, our Annual Assessment will remain at its current rate of \$226.

Please understand that this matter will be revisited for the 2022-2023 budget preparation and, barring unforeseen circumstances, Assessments will undoubtedly be increased at least by the COLA projection at that time.

## ELECTIONS FOR 2021-2022 BOARD

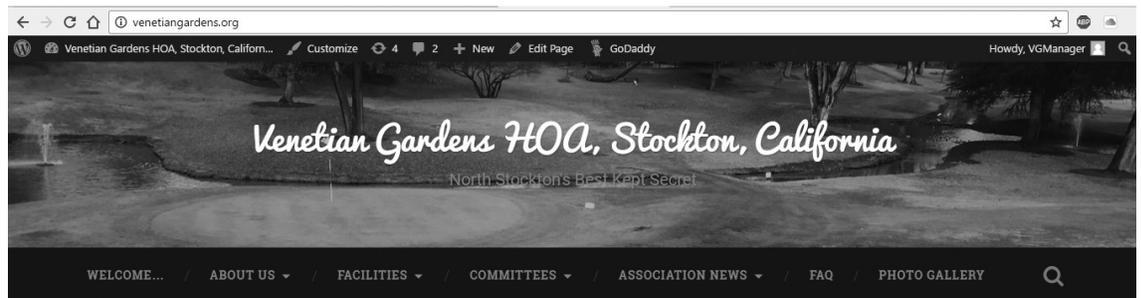
Once again it is time to select the members of our Venetian Gardens Homeowners Association Board of Directors. Board membership is a voluntary commitment and serves as a vital participation in the important matters that shape the future of our Venetian Gardens community.

*(Continued on page 2)*

**VENETIAN GARDENS MEMBERS...** please visit our Association website:

**[venetianguardens.org](http://venetianguardens.org)**

Stay informed and add your suggestions for additional content and improvement.



(Continued from page 1)

So, on behalf of our current Board members, I welcome you to consider the opportunity to become a candidate for the 2021-2022 Board. If you are interested, please fill out the **"Candidate Information Form"** provided for you in this newsletter and return the completed form to our office by **Wednesday, March 24, 2021**.

One of the responsibilities that a Board member has is to participate in the monthly Board meetings which are held on the second Monday of each month at 5:30pm. These meetings have traditionally been held in our VG Community Center at 1555 Mosaic Way, however, to cope with COVID restrictions and precautions, our Board meetings have been held online via Zoom technology. We will have one more such Board meeting prior to the candidate application deadline on Monday, March 8<sup>th</sup>. In order to attend via Zoom, call our Venetian Gardens office at 209-477-3871 on or prior to March 8 and receive an email link to the Zoom Board Meeting.

#### AN IMPORTANT STEP IN MAKING EXTERIOR CHANGES

#### & IMPROVEMENTS

If you are planning to make changes to the exterior of your property, such as painting, landscaping, or any structural improvements, ***YOU MUST OBTAIN the approval of the Association's Planning Committee.*** This includes any changes to the backyards of properties that adjoin the golf course. For further clarification of the rules regarding the maintenance and/or upgrades to exterior of your property, please refer to Article 3, Section 3.04 (Page 16) in your CC&Rs. *(This document is also available on our website: [venetianguardens.org](http://venetianguardens.org))*

There is a link to download our **VGA Construction & Alteration Approval Form** on the Home Page of the Association's website.

Thank you so much for your interest and participation in our wonderful HOA community.

*Abraham Mackey, VG HOA President, 2020-2021*

## Important Notice to all Members...

### CALL FOR CANDIDATES FOR THE BOARD OF DIRECTORS

**E**nclosed you will find a **"Candidate Information Form"** (Pages 10 & 11).

Please consider serving this year. Membership on our Board is a voluntary commitment and a great opportunity to be involved in our community. Anyone who is considering running for the Board may want to talk with a current Board Member as well as attending a Board meeting. Please complete the **"Candidate Information Form"** and return it to the office **NO LATER THAN WEDNESDAY, MARCH 24, 2021**.

There two more Board Meetings to attend before the Annual Meeting in May: they are Monday, March 8

and Monday, April 12. It is unclear at this moment if these meetings will be held at our Community Center or be held online via Zoom. Check our website or call the office for updated information on that matter.

**NOTICE OF ANNUAL MEETING AND ELECTION OF THE BOARD OF DIRECTORS: Saturday May 1, 2021.** All homeowners are invited to attend the annual meeting of the Association, at which time the counting of the election ballots will be finalized. The financial position of the Association will be presented and any issues members would like to discuss will be entertained.

**ALL BALLOTS MUST BE RETURNED TO THE OFFICE BEFORE THE 10:00am START OF THE ANNUAL MEETING.**

All ballots must be completed and inserted in the blank envelope. The blank envelope must be put in the return envelope addressed to Venetian Gardens Association. The envelope must be signed under the return address (*your property address and VG#*), and mailed or returned to the office. Please do not include your annual assessment payment in the ballot envelope.

**THANK YOU!!!**

**ALTERNATIVE DISPUTE RESOLUTION DISCLOSURES**

**E**ffective January 1, 1994, the law in California strongly encourages procedures alternative to litigation to resolve disputes between homeowners and Homeowners Associations and its residents/owners. There are various forms of Alternative Dispute Resolution (*hereinafter referred to as "ADR"*) including mediation and arbitration, if the Association is considering suing a homeowner relating to enforcement of the Declaration of Covenants, Conditions, and Restrictions

("CC&Rs"), the Association must go through the preliminary steps of the procedure that are outlined below. If a homeowner is considering suing the Association for failure to enforce the governing documents or some other CC&R-based claim, the homeowner also must go through the preliminary procedure before filing a lawsuit. The steps are:

1. Either party must serve a "Request for Resolution" on the other party, either by certified mail (return receipt requested) or personal delivery. If a certified letter is sent out and no response is forthcoming, the personal delivery is required. The person who "serves" the Request for Resolution may not be a party to the action.

This Request for Resolution must include:

- a brief description of the dispute between the parties;
- a request for ADR; and,
- a notice that the party receiving the Request for Resolution is required to respond within 30 days or it will be deemed rejected.

2. The party receiving a Request for Resolution has 30 days from the date he or she receives it to accept or reject ADR and if not accepted, it shall be deemed rejected.

3. If the party receiving the Request for Resolution agrees to ADR, the parties have 90 days to complete the process (*more by agreement of the parties*).

4. The costs of ADR shall be paid by the parties.

5. At the time either party files a civil action in court, that party must file a certificate stating that ADR has been completed in compliance with the law. Failure to file the certificate might be grounds for the other party to seek dismissal of the complaint. Conversely, the certificate should state that where the party filing the complaint served a Request for Resolution, it was either rejected or "deemed rejected" by the other party.

6. Exceptions to the process:

- Where the time limit for bringing a legal action by a party would expire within 120 Days;
- Where temporary restraining orders or preliminary injunctions are needed immediately to stop a particular action;
- Where either party would suffer substantial prejudice by delays caused by filing of the Request for Resolution; or,
- Where any damage claim exceeds \$5,000.

Failure to follow the steps above would give a judge the right to decrease any attorney's fees award where either party of the lawsuit would otherwise be entitled to reimbursement of all reasonable attorney's fees under statute or contract.

**VENETIAN GARDENS ASSOCIATION  
FISCAL YEAR 2021-2022 ANNUAL BUDGET**

<b>INCOME .....</b>	<b>\$ PER UNIT .....</b>	<b>BUDGET 2020-2021</b>
DUES INCOME .....	\$226.00 .....	\$251,990.00
OTHER INCOME .....		\$18,900.00
<b>TOTAL INCOME .....</b>		<b>\$270,890.00</b>

**EXPENSES:**

ADMINISTRATIVE EXPENSE.....	\$19,900.00
CLUBHOUSE EXPENSE.....	\$5,500.00
INSURANCE EXPENSE .....	\$18,500.00
LANDSCAPE EXPENSE .....	\$30,500.00
PAYROLL EXPENSE .....	\$111,000.00
POOL EXPENSE .....	\$26,400.00
TRASH .....	\$4,000.00
UTILITIES .....	\$31,000.00
WATER .....	\$15,000.00
<b>TOTAL EXPENSE .....</b>	<b>\$261,800.00</b>

SURPLUS TO RESERVE .....	\$9,090 .00
RESERVE EXPENSE FOR YEAR.....	\$45,997 .00
<b>BALANCE TO RESERVE .....</b>	<b>-\$36,907.00</b>
BEGINNING RESERVE BALANCE .....	\$142,262.00
<b>ENDING RESERVE BALANCE .....</b>	<b>\$105,355.00</b>

**APPROVED BY BOARD OF DIRECTORS — 2/8/2021**

**NEIGHBORHOOD WATCH PROGRAM**

Please check our website for future  
Neighborhood Watch Meetings.  
SPD Officer Patricia Sinor is our CSO



**CITY OF STOCKTON**  
POLICE DEPARTMENT

**CSO PATRICIA SINOR**  
SPECIAL OPERATIONS DIVISION

22 East Market Street (209) 937-8489  
Stockton, CA 95202-2802 (209) 937-8695  
www.stocktonca.gov E-mail: patricia.sinor@stocktongov.com

## DELINQUENCY POLICY

Timely payment of regular and Special Assessments is of critical importance to the Association. Members' failure to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payments of their assessments to bear a disproportionate share of the Community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent assessment accounts:

1. All regular assessments shall be due and payable on the first day of May of each year. All Special Assessments shall be due and payable on the date(s) specified by the Board upon their adoption.

2. Assessments shall be delinquent if not received prior to May 15th of the year in which they become due, if not actually received prior to such date. Special Assessments shall be delinquent on the date(s) by the Board upon their adoption.

3. A twenty-five dollar (\$25.00) service fee will be charged on all checks returned by the bank.

4. Prior to the time the Association retains counsel to handle an assessment delinquency, the mailing address for overnight payment of assessments to the Association is:

**1555 MOSAIC WAY, STOCKTON CA 95207**

5. If any assessment is not received, in full, prior to the delinquency date, a late charge of ten percent (10%) shall be due, and the Association may then commence enforcement action in any manner permitted by law, subject to, and in accordance with, all applicable legal requirements. In such event, the Association may recover from the delinquent owner any reasonable costs, including attorneys' fees that the Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together with all delinquent assessments, late charges, interest or other charges due, to cure the delinquency.

6. If any assessment payment is due and unpaid for more than 30 days, interest shall be imposed on all sums due, including the delinquent assessments, collection costs (including attorneys' fees), and late charges, at the rate of 12% per annum.

7. Once any assessment is delinquent, the Association may cause a notice to be issued by certified mail to the owner's address of record of the existence and amount of the delinquency, and providing other relevant information ("Delinquency Notice").

8. Owners who dispute any amounts specified in a Delinquency Notice may submit a written request for dispute resolution to the Association under the Association's "meet and confer" dispute resolution program. If any such request is received by the Association, the Association will meet and confer with the owner making such request in accordance with the Association's "meet and confer" procedure.

9. Owners desiring a payment plan to resolve the delinquency giving rise to a Delinquency Notice may submit a written request for a meeting with the Board to discuss a payment plan. Provided that such request is mailed within 15 days of the date of the postmark on the Delinquency Notice, and a regular meeting of the Board is scheduled to occur within 45 days, the Board will meet with the owner in executive session. If there is no such scheduled meeting during such period, a committee of one or more members may be designated by the Board to meet with the owner and discuss such request. Payment plans shall contain such terms as the Board, or its designated committee, may approve on a case by case basis, shall be in writing, and shall be signed by the owner(s) and an authorized representative of the Association.

10. If a delinquency has not been paid within 30 days after the mailing of a Delinquency Notice, the Association may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment ("Lien") concerning all sums which are then due, including any assessments, late charges, costs, and reasonable attorneys' fees, to confirm and give public notice that the Association claims a lien against the

delinquent owner's property which may be subject to foreclosure by either nonjudicial or judicial foreclosure.

11. From and after the recordation of a Lien, the Association may enforce the Lien, or otherwise pursue its rights to recover all unpaid assessments and related amounts due, in any manner permitted by law, including without limitation judicial or nonjudicial foreclosure, as the Association determines to be appropriate, subject to, and in accordance with, all applicable legal requirements.

12. Subject solely to the provisions of Paragraphs 8 and 9 above, (i) from and after the issuance of a Delinquency Notice, the Association, acting through counsel or any other authorized representative of the Association, may give written notice to the delinquent owner establishing a new address for all further communications to the Association relating to delinquent and/or newly accruing obligations for assessments and other charges due to the Association, and restricting the authorized addresses and/or recipients for any notices or other communications to the Association concerning, or during the pendency of, any delinquency proceedings relating to such Delinquency Notice; and (ii) once the Association has retained counsel to handle an assessment delinquency for the Association, communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien until any such delinquency is fully satisfied.

13. Owners have the right to submit a written request to the Association identifying a secondary address for the purposes of collection notices. If the Association receives any such written request designating or changing any such secondary address, the Association shall send a second copy of any legal notices or other required correspondence issued in support of the Association's assessment enforcement procedures to such secondary address from and after the time of actual receipt by the Association of any such request.

BOD Approved 04/11/07

**NOTICE - ASSESSMENTS AND FORECLOSURE**

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

**ASSESSMENTS AND FORECLOSURE**

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure.

For liens recorded on or after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Section 1367.4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 1366, 1367.1 and 1367.4 of the Civil Code).

In a judicial or nonjudicial foreclosure, the associa-

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

The association must comply with the requirements of Section 1367.1 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 1367.1 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 1367.1 of the Civil Code).

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 1367.1 of the Civil Code) The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

**PAYMENT**

When an owner makes a payment, he or she may

request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 1367.1 of the Civil Code).

An owner may dispute an assessment debt by submitting a written request for the dispute resolution to the association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 2 (commencing with Section 1369.510) of Chapter 7 of Title 6 of Division 2 of the Civil Code), if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 1367.1 of the Civil Code).

**MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a timeshare may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 of the Civil Code)

(c) A member of an association may provide written notice by facsimile transmission or United States mail to the association of a secondary address. If a secondary address is provided, the association shall send any and all correspondence and legal notices required pursuant to this article to both the primary and the secondary address.

**ENFORCEMENT POLICY OF VGA PLANNING COMMITTEE RULES**

I. STANDARD FINE SCHEDULE for a new and continuing violation. The VGA Board uses this schedule, but reserves the right to modify this, if necessary, in individual cases. Fines will stop when compliance is determined, with a letter sent to verify the compliance.

- 1st level \$50.00 weekly for 4 weeks
- 2nd level \$100.00 weekly, weeks 5-8
- 3rd level \$200.00 weekly, after 8 weeks

**II. FINES FOR ARCHITECTURAL OR LANDSCAPE CHANGE DONE WITHOUT APPROVAL**

A. Initial fine of \$100 -200+. Board may require removal of improvement violation at owner's expense and fines will be levied until compliance achieved.

B. If it is determined that it is feasible for unapproved installation to be modified to gain approval,

the Planning Committee will communicate with the homeowner to determine the plans that must be submitted and approved before modification commences. Fines will be levied and continue until a plan is approved.

C. After a plan is approved, the installation reflecting the approved plan will be finished by a deadline or further fines shall be levied until installation is finished and approved.

D. Please refer to Article 3, Section 3.08 of the Master Restrictions, current Planning Committee Rules, and Planning Committee Guidelines for Lawn Removal and Drought Tolerant Landscape Changes for detailed rules concerning architectural and landscape change.

**III. SCHEDULE OF NOTICES**

These steps will be carried out after violation is noted and before fining begins.

A. First Notice of a Violation: Warning Letter to

homeowner, stating CC&R or Planning Committee Rule Violation and a correction period required without further actions taken by the Association.

B. Second Notice of Violation (if compliance not achieved in A.): Non-Compliance Hearing Letter sent to homeowner informing owner of a meeting time, date and place with the VGHOA Board of Director members. The letter will inform the homeowner that he or she may bring witnesses, photos, evidence to the hearing, at which time review of violation is made, and evidence submitted by homeowner will be reviewed.

C. Notice of Determination Letter will be mailed to homeowner within 10 days of meeting, stating actions, if any, to be taken by the Board of Directors. The Board may impose a fine at that time. If homeowner or representative fails to appear, a decision made by the Board of Directors is final. The notice of determination letter shall inform the

*(Continued on page 6)*

(Continued from page 5)

homeowner that he/she may appeal to the Board to revise the determination within 15 days after receipt of this letter.

**IV. FINES:** After the above steps have been carried out, without achieving compliance, weekly fining will start immediately and continue until the Board determines compliance was achieved.

**V. ADDITIONAL RULES CONCERNING COMPLIANCE AND FINES**

A. Reoccurring Violations: Enforcement in accordance with fining schedule. When homeowner repeats a previous violation that was resolved in the past, a new warning letter will be sent again (See A. in Schedule of Notices.) If compliance is not achieved in this step, a letter of determination and a fine will

commence immediately. There will be no compliance hearing, although the Owner may send a letter to the Board appealing the determination within 15 days of receipt of this letter.

B. Rules listed above are not intended to be all-inclusive. Fines may vary and may increase depending upon the circumstances. The amounts shall be predicated upon the severity of the violation and may include legal action. Variances to the rules will be at the discretion of the Board of Directors.

C. Homeowners are responsible for damage caused to the common area.

D. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the homeowner.

E. It is each homeowner's sole responsibility to inform their tenants of all Rules and Regulations. The homeowner is also responsible for any and all dam-

age caused by their tenants.

F. Any alleged violation of the Rules and Regulations must be submitted in written form addressed to the Venetian Gardens Association, 1555 Mosaic Way, Stockton, CA 95207. The identity of the person reporting the violation will not be disclosed to the Owner involved.

G. Failure to pay the fines in a timely manner may result in the filing of appropriate legal action. In addition, voting rights and the right to use the association amenities may be suspended.

H. Title Six of the California Civil Code also known as the "Davis-Stirling Common Interests Development Act" and all sections therein and all sections subsequently added are deemed incorporated into these Rules and Regulations and made a part hereof.

Board approved 12/9/2015

**ELECTION & VOTING RULES**  
Election Communications

1. All candidates or members will be given equal access to express their point of view or make representations about themselves as candidates for purposes reasonably related to an election in the association media, newsletters or internet websites during a campaign. The association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the association, is responsible for that content.

2. All candidates or members will be given equal access to common area meeting space, if any exists, during a campaign at no cost.

**Candidate Qualifications & Nominations**

1. All candidates for the Board of Directors or any other elected position must be members of the association and in good standing. In good standing shall mean that all assessments, fines, or any other monies due from the member to the association

are paid in full at the time of nomination.

2. Any member can nominate any other member, including themselves, as a candidate for the Board of Directors by submitting a statement that they are nominating the person named as a candidate and including their name, address and telephone number in writing to the present Board of Directors or the Association's manager. Nominations shall begin no earlier than six weeks before a scheduled election or voting period.

**VOTING**

1. All Members of the Association as of the date the election or vote shall be qualified to vote in that election unless their right to vote has been suspended due to a violation of the Association's governing documents or rules or they are not current in the payment of their assessments.

2. All Members shall have the voting power assigned them in the Association's governing documents.

3. Members may use proxies in voting pursuant to the power granted them to use proxies in the Association's governing documents. Howev-

er, all proxies issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall then cast the member's vote by secret ballot.

4. The voting period for an election shall be set by the Board of Directors not less than 30 days prior to the deadline for voting and notice of the voting period shall be sent to members with ballots for the election to which it applies.

5. All elections regarding assessments, selection of member of the Board of Directors, amendments to the governing documents, or granting of exclusive use of common area property pursuant to Section 1363.07 shall be held by secret ballot in accordance with the procedures set forth in this section.

**BALLOTS**

1. Ballots and two pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the association to every member not less

than 30 days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, lot, parcel, or unit number on the ballot. The association shall use the following procedures for ensuring confidentiality of absentee ballots:

(A) The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name/ address, and lot or parcel, or unit number that entitles him or her to vote.

(B) The second envelope is addressed to the inspector of election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified, by the inspector.

**ATTN: HOMEOWNERS**  
**Our Community**  
**Clubhouse is available**  
**for members to rent for**  
**special events. For more**  
**info: 209-477-3871**

**Assessment and Reserve Funding Disclosure Summary**

Based on Fiscal Year Ending APRIL 30, 2019

Civil Code §5570

California Civil Code Section §5570 requires that this Assessment and Reserve Funding Disclosure Summary be prepared pursuant to section §5570, shall accompany each annual budget report or summary of the annual budget report that is delivered pursuant to California Civil Code section 5300.

1. The Regular Assessment is:	includes operating & reserves	\$221.80 Per Year
The Operating Assessment Per Unit Per Year is		\$199.23 Per Year
The Reserve Assessment Per Unit Per Year is		\$22.57 Per Year

The Monthly Variable Assessment is as follows:

Unit Number	Monthly Assessment

Unit Number	Monthly Assessment

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:

Date Assessment is Due	Amount per unit per month	Purpose

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

Yes  No

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

Approximate date assessment will be due:	Amount per unit:

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

Yes  No

Major Components:	Useful remaining life in years:	Reason this major component was not included:

**VENETIAN GARDENS HOMEOWNERS ASSOCIATION**

**Assessment and Reserve Funding Disclosure Summary**

Based on Fiscal Year Ending APRIL 30, 2019

Civil Code §5570

6. Based on the method of calculation in (4) of subdivision (b) of Section §5570, the estimated amount required in the reserve fund at the end of the current fiscal year is: \$288,956 based in whole or in part on the last reserve study or update prepared by Golden Consulting Group as of March 2019. The projected reserve fund cash balance is \$160,213 resulting in the reserves being 55% at this date.

7. Based on the method of calculation in (4) of subdivision (b) of Section §5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, leaving the reserves percent funding at the following:

FYE	Projected Contribution	Projected Cash Balance	Estimated Required	Percent Funded
2019-2020	\$25,187	\$168,914	\$320,600	53%
2020-2021	\$26,446	\$151,891	\$344,590	44%
2021-2022	\$27,769	\$133,676	\$333,995	40%
2022-2023	\$29,157	\$126,882	\$322,010	39%
2023-2024	\$30,615	\$151,262	\$320,668	47%

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 estimated interest rate earned on reserve funds is 0.01% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 2.50% per year.

**FUNDING DISCLOSURE SUMMARY**

[Civil Code §5300(e)]

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

1. "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
2. "Major component" has the meaning used in section 55530. Components with an estimated remaining useful life of more than thirty (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.
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 this article. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
4. For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.

Due to factors beyond the control of the Directors, including but not limited to the rate of inflation, the rate at which the major components actually deteriorate, unanticipated damage to the major components, fluctuations in material and labor costs and changes in building codes and regulations, the accuracy of the information set forth above is not, and cannot be, guaranteed. Depending upon the accuracy of the present and future assumptions used in providing the information and conclusions set forth in said may not be correct. Therefore, any person reviewing this Assessment and Reserve Funding Disclosure Summary should not, without conducting their own independent investigation and analysis, rely upon the accuracy of the information.

The information in the Assessment and Reserve Funding Disclosure Summary is deemed reliable as of the date of the disclosure, but is not guaranteed. Golden Consulting Group has obtained information, documentation, and materials from the Association and/or agent and this disclosure summary is based upon the accuracy of such information. The Association, by accepting this disclosure summary, agrees to release Golden Consulting Group from any claims, demands or damages and further agrees to indemnify, defend and hold harmless Golden Consulting Group from and against any and all liability, damages, losses, claims, demands, or lawsuits arising out of or relating to this disclosure.

# VENETIAN GARDENS ASSOCIATION NOTICE OF ELECTION FOR: 2021-2022 BOARD OF DIRECTORS

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**T**he Venetian Gardens Association Annual Membership Meeting and Election of Directors are scheduled for **Saturday, May 1, 2021 at 10:00am**. This notice and election rules are provided to you, should you wish to run in the election.

**The Board of Directors is made up of homeowners** elected by you, the members of the Association. Board members direct the administrative, social, and financial activities of the Association and also develop the operating budget each year. Your Board members make important decisions affecting your Association.

**No experience is required.** Board members are volunteers dedicated to:

- Making your Community a better place to live; maintaining high standards;
- Upholding your governing documents - the CC&Rs and Standing Rules.

**As a Board member**, you would need to attend one regular meeting each month and, on occasion, a few special meetings. Depending upon your interest and expertise, you may be asked to chair a committee or sub-committee. You may be assigned tasks.

This year, **we have five (5) seats to fill on the Board**. Serving on the Board is both an opportunity and a privilege. It is also a valued responsibility that does require a sincere commitment of time and effort. We are seeking the very best from our community members to help keep Venetian Gardens a wonderful place to live.

# CANDIDATE INFORMATION

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

OCCUPATION \_\_\_\_\_

EMAIL \_\_\_\_\_

EXPERIENCE SYNOPSIS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHY DO YOU WANT TO SERVE ON THE BOARD OF DIRECTORS OF VENETIAN GARDENS ASSOCIATION?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHAT ARE YOUR GOALS FOR THE COMMUNITY?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SUBMIT THIS FORM ON OR BEFORE WEDNESDAY, MARCH 24, 2021  
TO BE INCLUDED IN THE ELECTION INFORMATION.**

YOU CAN HAND-DELIVER, MAIL, OR E-MAIL IT TO: *venetiangardens@att.net*

ALSO... Please make your information fit on this form.

We will transcribe your words verbatim and include it with the ballots.

CUT AND SEND TO: Venetian Gardens Association MAIL, HAND-DELIVERY or EMAIL: [venetiangardens@att.net](mailto:venetiangardens@att.net)



\*\* For those interested in becoming a candidate for the Board, you are encouraged to attend the monthly Homeowners Assn. Board Mtgs. The next scheduled Board Mtg. is Wed. March 11, 5:30pm.

# VENETIAN GARDENS HOMEOWNERS ASSOCIATION

## 30-YEAR MAINTENANCE & FUNDING RESERVE WORKSHEET

For Fiscal Year Beginning **May 1, 2019**

Based on Fiscal Year Ending **April 30, 2019**

Reserve Study Type:	<b>Reserve Study with On-Site Inspection</b>	Annual Reserves Required (Based on Straight Line Funding Meth	\$32,088
Fiscal Year	<b>May 1 - April 30</b>	Estimated Reserve Balance as of FYE, April 30, 2019	\$160,213
Built Date:	1979	Fully Funded Accrued Reserve Amount for Aged Components	\$288,956
Number Of Units	1116	Reserve Balance - Fully Funded Balance Deficit:	<b>-\$128,743</b>
Current US Inflation Rates: 1999-2017	2.5%	Reserve Balance - Fully Funded Balance Deficit Per Unit	<b>-\$115</b>
2017-2018 Annual Reserve Contribution	\$0	<b>PERCENT FUNDED</b>	<b>55%</b>
Reserve Account Balance as of February 28, 2019	\$160,208	<b>RECOMMENDED</b>	
2018-2019 Reserve Contribution (February-April)	\$0	2019-2020 Annual Reserve Contribution	\$25,187
2018-2019 Average Interest Rate Reserves @ .01% (Jan-April)	\$5.34	2019-2020 Monthly Reserve Contribution	\$2,099
<b>2018-2019 Reserve Expenditures (Jan-April)</b>	<b>\$0.00</b>	2019-2020 Annual Reserve Contribution Per Unit	22.57
Percent Funded as of FYE, April 30, 2019	\$160,213	2019-2020 Annual Reserve Contribution (Increase/Decrease)	<b>100%</b>

### 30 YEAR FINANCIAL RESERVE FUNDING

Fiscal Year Ending	Reserve Contribution 5.00%	Projected Per Unit Per Year	Anticipated Reserve Expenditures	Estimated Interest 0.01%	Estimated Reserve Account Balance @ FYE	Estimated Fully Funded Balance	Estimated Reserve % Funded
2019-2020	\$25,187	22.57	\$16,503	\$17	\$168,914	\$320,600	53%
2020-2021	\$26,446	23.70	\$43,484	\$15	\$151,891	\$344,590	44%
2021-2022	\$27,769	24.88	\$45,997	\$13	\$133,676	\$333,995	40%
2022-2023	\$29,157	26.13	\$35,965	\$13	\$126,882	\$322,010	39%
2023-2024	\$30,615	27.43	\$6,250	\$15	\$151,262	\$320,668	47%
2024-2025	\$32,146	28.80	\$13,891	\$17	\$169,533	\$347,754	49%
2025-2026	\$33,753	30.24	\$75,774	\$13	\$127,525	\$368,059	35%
2026-2027	\$35,441	31.76	\$136,648	\$3	\$26,321	\$333,976	8%
2027-2028	\$37,213	33.34	\$30,630	\$3	\$32,906	\$249,035	13%
2028-2029	\$39,073	35.01	\$6,003	\$7	\$65,983	\$256,156	26%
2029-2030	\$41,027	36.76	\$17,200	\$9	\$89,819	\$284,119	32%
2030-2031	\$43,078	38.60	\$56,631	\$8	\$76,274	\$303,150	25%
2031-2032	\$45,232	40.53	\$114,711	\$1	\$6,796	\$291,799	2%
2032-2033	\$47,494	42.56	\$4,122	\$5	\$50,172	\$237,262	21%
2033-2034	\$49,869	44.69	\$42,641	\$6	\$57,405	\$267,087	21%
2034-2035	\$52,362	46.92	\$35,640	\$7	\$74,134	\$269,044	28%
2035-2036	\$54,980	49.27	\$34,100	\$10	\$95,024	\$276,710	34%
2036-2037	\$57,729	51.73	\$34,948	\$12	\$117,816	\$286,055	41%
2037-2038	\$60,616	54.31	\$32,849	\$15	\$145,597	\$295,402	49%
2038-2039	\$63,646	57.03	\$17,030	\$19	\$192,232	\$306,704	63%
2039-2040	\$66,829	59.88	\$53,947	\$21	\$205,134	\$328,674	62%
2040-2041	\$70,170	62.88	\$84,344	\$19	\$190,979	\$327,684	58%
2041-2042	\$73,679	66.02	\$69,390	\$20	\$195,287	\$309,101	63%
2042-2043	\$77,362	69.32	\$34,019	\$24	\$238,655	\$300,677	79%
2043-2044	\$81,231	72.79	\$11,362	\$31	\$308,555	\$313,806	98%
2044-2045	\$85,292	76.43	\$13,632	\$38	\$380,253	\$340,257	112%
2045-2046	\$89,557	80.25	\$65,086	\$40	\$404,764	\$365,610	111%
2046-2047	\$94,035	84.26	\$232,053	\$27	\$266,772	\$363,393	73%
2047-2048	\$98,736	88.47	\$10,038	\$36	\$355,505	\$274,168	130%
2048-2049	\$103,673	92.90	\$15,253	\$44	\$443,970	\$301,904	147%



**VENETIAN GARDENS  
HOMEOWNERS ASSOCIATION  
1555 MOSAIC WAY  
STOCKTON, CA 95207**

**EMAIL: [venetiangardens@att.net](mailto:venetiangardens@att.net)  
WEB: [venetiangardens.org](http://venetiangardens.org)**

**WE ARE JUST  
"A CLICK AWAY!"**

**Our Venetian Gardens  
Association  
CALENDAR OF EVENTS  
for 2021  
can be viewed on our  
Association's Website:  
[Venetiangardens.org](http://Venetiangardens.org)**

## INSURANCE DISCLOSURE

Venetian Gardens Association carries the following Commercial line of insurance coverage with Philadelphia Indemnity Insurance Companies, Bala Cynwyd, PA.

Building & Personal Property: ..... \$1,000,000  
\$1000 Deductible  
General Liability: ..... \$2,000,000 Aggregate  
0 Deductible  
Auto Liability ..... \$1,000,000

The Association carries Directors and Officers insurance Coverage with Continental Casualty Company, Chicago IL

Association Liability: ..... \$1,000,000  
\$1000 deductible

The Association also carries Workers Compensation Insurance coverage for its employees with Employers Insurance. The Limits are as follows:

Body Injury by Accident ... \$1,000,000 each accident  
Bodily Injury by Disease .....\$1,000,000 policy limit  
Bodily Injury by Disease . \$1,000,000 each employee

The Association does not carry: Fidelity, Flood, Earthquake, or Employer Practices Liability Insurance.

This summary of the Association's policies of Insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a Substitute for the complete policy terms and conditions Contained In the Association's 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 **DO NOT** cover individual properties, real property improvements to any property not owned by Venetian Gardens Association or Personal Injury or other losses that occur within or around individual dwellings.