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# EMAIL!

PLEASE HELP US SAVE  
MAILING COSTS BY  
PROVIDING OUR HOA  
OFFICE WITH YOUR  
EMAIL ADDRESS!

**THANK YOU!!!!**

## LETTER FROM THE VENETIAN GARDENS HOA BOARD OF DIRECTORS PRESIDENT

**G**reetings to all the homeowner members of the Venetian Gardens HOA! I hope your 2024 is off to a great start! On behalf of all the Board members and staff of our Association, we wish you all the very best experience possible in this wonderful neighborhood of ours. Here are just a few notes from my thoughts about our community.

## BOARD MEMBERSHIP

This newsletter's primary focus at this time of year is to garner interest among homeowners about the idea of becoming Board Members for a season. It is always a matter of serious consideration to muster the motivation to take on such a responsibility. It can seem dauntingly intimidating... and who wants more hassle and stress, right? I know I have felt that sense many many times over the past seven or eight years since I volunteered myself to join in *"the fun!"* And in all reality, sometimes that "fun" is not so fun. However, I am thankful to have had the opportunity to be a part of the team of homeowners who have also felt it was important to step up and work together with other like-minded members to make a difference. So, if your schedule of current commitments and responsibilities provides you with some flexibility timewise, please consider filling out the attached Board Candidate Information sheet and tossing your hat in the ring. I can guarantee the experience will be rewarding.

## MAKING AND KEEPING OUR COMMUNITY LOOKING GREAT

I seriously doubt that it is any our Homeowner Members who are the constant **"LITTERBUGS"**. But sadly there are those who pass through our community leaving trash in the streets, on the sidewalks, and more. Since we are not a gated community, it is nye unto impossible to eliminate the problem. But having acknowledged that fact, there are still some small, but nonetheless important and appropriate things each of us can do.

- Throughout the week, as you are coming and going, stop for just a moment and look around the front of your property and pick up any litter you see there.

- If you see trash around your property, put on a pair of work gloves and/or use what is commonly called a "grabber" (which makes it easy to pick up things and deposit them in your trash bin. They can be found in any of our local hardware stores or online resources. If you have such a tool, you already know how handy they are to have around for many different uses.
- If you see deposits of trash not being attended to that are beyond your property and beyond your capability to clean up, you can use your phone's camera to take a photo and send it to our VGA mobile phone, giving the location of the problem. That number is: 209-477-3871.

## USING OUR COMMUNITY CENTER &amp; FACILITIES FOR YOUR GATHERINGS

Over the last couple of years, we have made significant improvements to both our Association's Community Center facilities, our Association's magnificent 9 Hole Golf Course, and our wonderful swimming pool which is open starting each Memorial Day weekend in May through the Labor Day weekend in September, plus one of the Tennis Courts is ready for playing tennis or even Pickle Ball. As community funds are available, the process to update all the Tennis/Pickleball areas will be continued.

Use of the Community Center is always a matter of contacting our Management Office and scheduling events. Some uses are available without cost to Homeowner Members, others have fees involved. Please contact our Management Office for all those details.

## REMEMBER, IT IS YOUR COMMUNITY!

**ENJOY IT... CARE FOR IT... HELP KEEP IT A PLACE YOU ARE HAPPY IN AND PROUD OF.**

*Thank You!*

Abraham Steve Mackey,  
VGA Board President 2023-2024

## VG HOA Assessments for 2024-25 will increase to \$275 per unit \*

As elected volunteer members of the Venetian Gardens HOA Board of Directors, one of the most difficult tasks is having to raise the Annual Assessment Fees that we all must pay. And yet, for the second year in a row, that is exactly what we must do. Each of us already knows the reality of rising costs of the products and services necessary to manage our own households in 2024 and our Homeowners Association is no exception. So, after careful study, the Board voted to raise the Annual Assessment by 5.8% to a total rate per Living Unit of \$275. This increase provides management needed operational monies and allows us to replenish our Reserve funds by just over \$25,000.

Homeowner members of the Venetian Gardens HOA are responsible to pay an annual Assessment Fee based on the Living Unit rating assigned to each property by the CC&R's. This is part of the agreement each of us signed when we purchased our properties. The explanation and breakdown of the **LIVING UNIT** details are to be found on page 59 of your CC&R's.

\*Here is a summary of the number of living units each dwelling is rated and the total Annual Assessment for the 2024 -2025 fiscal year (May 2024 through April 2025).

1. Each zero lot line dwelling (*homes less than 5 feet from each other*) is 2 assessment units, 2 x \$275 = **\$550**.
2. A duplex is two homes on a single lot which is 2 assessment units, which is calculated 2 x \$275 = **\$550** per each home on a duplex lot, **\$1100** for entire lot.
3. A triplex is three homes on a single lot which is 2 assessment units each, which is calculated 2 x \$275 = **\$550** per each home on a triplex lot, **\$1650** for entire lot.
4. Each project unit is 2 assessment units, which is 2 x \$275 = **\$550**. (*pertains only to Venetian Village condominiums*)
5. Each detached single family dwelling on a single lot is 3 assessment units which is calculated 3 x \$275 = **\$825**.
6. Each detached single family dwelling on the golf course is 4 assessment units which is calculated 4 x \$275 = **\$1100**.

### VENETIAN GARDENS ASSN. Budget for Fiscal Year 2024-2025

#### INCOME @ \$275 PER UNIT.. BUDGET 2024-2025

DUES INCOME \$275.00 .....	\$306,625.00
OTHER INCOME .....	\$36,500.00
<b>TOTAL INCOME .....</b>	<b>\$343,125.00</b>

#### EXPENSES:

ADMINISTRATIVE EXPENSE.....	\$22,050.00
CLUBHOUSE EXPENSE.....	\$12,000.00
INSURANCE EXPENSE.....	\$18,500.00
LANDSCAPE EXPENSE .....	\$92,550.00
PAYROLL EXPENSE .....	\$82,050.00
POOL EXPENSE.....	\$25,400.00
TRASH .....	\$3,500.00
UTILITIES .....	\$45,000.00
WATER.....	\$16,000.00
TENNIS COURTS.....	\$1,000.00
<b>TOTAL EXPENSE .....</b>	<b>\$318,050.00</b>

SURPLUS TO RESERVE.....	\$25,075.00
RESERVE EXPENSE FOR YEAR.....	-\$21,358.00
<b>BALANCE TO RESERVE.....</b>	<b>\$3717.00</b>
BEGINNING RESERVE BALANCE .....	\$88,232.00
<b>ENDING RESERVE BALANCE .....</b>	<b>\$91,949.00</b>

APPROVED BY BOARD OF DIRECTORS:  
February 20, 2024

## 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, April 3, 2024**.

All homeowner members may attend the monthly Board Meetings which are

currently held at 5:30pm each second Monday in the Community Center. Anyone considering serving on the Board is encouraged to attend one or more of these meetings.

**NOTICE OF ANNUAL MEETING AND ELECTION OF THE BOARD OF DIRECTORS: Saturday, May 4, 2024.** 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!*

## 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 counselor 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 associ-

ation 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 LAND- SCAPE CHANGE DONE WITHOUT APPROV- AL

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 Com-

mittee 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 homeowner that he/she may

(continued on page 5)

(continued from page 4)

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 damage 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. However, 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 vot-

ing. 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.

**OUR STOCKTON POLICE CSO**

**DEBBIE LOPEZ #2537**  
Community Service Officer-  
Crime Prevention Unit  
Stockton Police Department  
22 East Market Street  
Stockton, CA 95202  
[Debbie.lopez@stocktonca.gov](mailto:Debbie.lopez@stocktonca.gov)  
Desk: 209-937-8796

The prime assets of the Venetian Gardens Association are the Community Clubhouse, the swimming pool, tennis courts, and the nine-hole, par three golf course. Each of these facilities has been the focus of our deliberations and decisions in how we manage, upgrade, and maintain them for the benefit of our homeowners. The **Community Clubhouse** was given major upgrades, as well as necessary structural repairs, over the last two years.

The **Swimming Pool** waters have been completely drained, refilled afresh, and are maintained with the latest in chemical additives. The pool is scheduled to be open for daily use on Memorial Day Weekend, Saturday, May 25.

As of the preparation this newsletter,

we have cleared and repainted for both **Tennis and Pickleball**, one of the three existing court areas. That court is now ready for use by the homeowners and their guests.

Our **Golf Course** has undergone some major renovations and well as a change in how the course is maintained. Instead of employing Venetian Gardens employees to manage care of the landscape and the sensitive demands of maintaining the putting greens, we have hired the crew that supervises Swenson Golf Course, the local public municipal facility. From this decision and the resulting work of this crew, the course is in the best playing condition many of us have ever experienced here. We are looking forward to our first 2024 Venetian Gardens Golf Tournament on Saturday, April 6.

If golf is part of your recreational regimen, you will love playing our course. And even though it is a small-scale course, it provides significant challenges and even more individual enjoyment and group fun!

Here is the complete **Golf Tournament schedule for this calendar year**. Each tournament is \$30 per player, which includes a full hearty breakfast and a BBQ lunch! All tournaments are played in a Four & Five Team Scramble Format with cash prizes for Closest To The Pin Competition and Hole In One achievements.

- **Saturday, April 6 - Team Scramble**
- **Saturday, June 1 - Team Scramble**
- **Saturday, August 31 - Team Scramble with "Devil Ball"**
- **Saturday, October 26 - Team Scramble**

## ALTERNATIVE DISPUTE RESOLUTION (ADR) DISCLOSURES

Effective 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.

Failure of a member of the Association to comply with the alternative dispute resolution requirements of Section 1369.520 of the Civil Code may result in the loss of your right to sue the Association or another member of the Association regarding enforcement of the Governing Documents or the applicable law.

**Please provide our HOA office with your active email address.**

Communicating via email promotes immediate outreach, serves as a written record, has geographical reach, allows for targeted dialogue and is **FREE!!!!** Send yours to [venetiangardens@att.net](mailto:venetiangardens@att.net)

# VENETIAN GARDENS HOMEOWNERS ASSOCIATION

## Assessment and Reserve Funding Disclosure Summary

Based on Fiscal Year Ending April 30, 2022

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 Monthly Assessment for Fiscal Year Beginning May 1, 2022	\$0.00 Per Year
The Operating Assessment Per Unit Per Year is	\$0.00 Per Year
The Reserve Assessment Per Unit Per Year is	\$50.00 Per Year

The Annual Assessment Per Unit Is:

Unit Number	Annual Assessment	Unit Number	Annual Assessment	Unit Number	Annual 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, 2022

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: **\$442,962** based in whole or in part on the last reserve study or update prepared by Golden Consulting Group as of June 2022. The projected reserve fund cash balance is **\$142,605** resulting in the reserves being **32%** 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
2022-2023	\$55,800	\$78,857	\$473,633	17%
2023-2024	\$61,380	\$101,816	\$413,526	25%
2024-2025	\$66,960	\$109,289	\$427,779	26%
2025-2026	\$72,540	\$145,342	\$460,847	32%
2026-2027	\$78,120	\$109,698	\$427,505	26%

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 **0.00%** per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was **3.0%** 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: 2024-2025 BOARD OF DIRECTORS

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**T**he Venetian Gardens Association Annual Membership Meeting and Election of Directors are scheduled for **Saturday, May 4, 2024 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.

**If you are interested**, please submit the enclosed Candidate Information form via e-mail or regular mail no later than **Wednesday, April 3, 2024**, in order to be included in the candidate information in the next newsletter and on the ballot. The Venetian Gardens Association is your Community. If you wish to make a difference, this is the place to start.

## CANDIDATE INFORMATION

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

OCCUPATION \_\_\_\_\_

EMAIL \_\_\_\_\_

EXPERIENCE SYNOPSIS:

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

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WHAT ARE YOUR GOALS FOR THE COMMUNITY?

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**SUBMIT THIS FORM ON OR BEFORE WEDNESDAY, APRIL 3, 2024  
TO BE INCLUDED IN THE ELECTION INFORMATION.**

YOU CAN HAND-DELIVER, MAIL, OR E-MAIL IT TO: *venetianguards@att.net*  
ALSO... Please make your information fit on this form.

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



# VENETIAN GARDENS HOMEOWNERS ASSOCIATION

## 30-YEAR MAINTENANCE & PERCENT FUNDING WORKSHEET

For Fiscal Year Beginning May 1, 2022

Based on Fiscal Year Ending April 30, 2022

Reserve Study Type:	Reserve Study with On-Site Inspection	PERCENT FUNDED	32%
Fiscal Year	May 1 - April 30	Annual Reserves Required (Based on Straight Line Funding Method)	\$65,844
Built Date:	1979	Estimated Reserve Balance as of FYE, April 30, 2022	\$142,605
Number Of Units	1116	Fully Funded Accrued Reserve Amount for Aged Components	\$442,962
Current US Inflation Rates: 2000-2020	3.0%	<b>Reserve Balance - Fully Funded Balance Deficit:</b>	<b>-\$300,357</b>
2021 Annual Reserve Contribution	\$20,000	<b>Reserve Balance - Fully Funded Balance Deficit Per Unit</b>	<b>-\$269</b>
Reserve Account Balance as of April 30, 2022	\$142,605	<input checked="" type="checkbox"/> <b>RECOMMENDED</b> <input type="checkbox"/> <b>APPROVED</b>	
2021-2022 Reserve Contribution on 4/30/2022	\$16,500	2022-2023 Annual Reserve Contribution	\$55,800
2021-2022 Average Interest Rate on Reserve Account @ .00%	\$0.00	2022-2023 Monthly Reserve Contribution	\$4,650
<b>2021-2022 Reserve Expenditures</b>	<b>\$24,840</b>	2022-2023 Annual Reserve Contribution Per Unit	50.00
Estimated Reserve Balance as of FYE, April 30, 2022	\$142,605	2021-2022 Annual Reserve Contribution (Increase/Decrease)	179%

### 30 YEAR FINANCIAL RESERVE FUNDING

Fiscal Year Ending 31-Dec	Reserve Contribution 3.00%	Projected Annual Per Unit	Anticipated Reserve Expenditures	Estimated Interest 0.00%	Estimated Reserve Account Balance @ FYE	Estimated Fully Funded Balance	Estimated Reserve % Funded
2022-2023	\$55,800	50.00	\$119,548	\$0	\$78,857	\$473,633	17%
2023-2024	\$61,380	55.00	\$38,420	\$0	\$101,816	\$413,526	25%
2024-2025	\$66,960	60.00	\$59,487	\$0	\$109,289	\$427,779	26%
2025-2026	\$72,540	65.00	\$36,487	\$0	\$145,342	\$460,847	32%
2026-2027	\$78,120	70.00	\$113,764	\$0	\$109,698	\$427,505	26%
2027-2028	\$83,700	75.00	\$47,145	\$0	\$146,253	\$456,188	32%
2028-2029	\$89,280	80.00	\$126,588	\$0	\$108,945	\$409,117	27%
2029-2030	\$94,860	85.00	\$32,987	\$0	\$170,818	\$445,915	38%
2030-2031	\$100,440	90.00	\$37,444	\$0	\$233,814	\$481,706	49%
2031-2032	\$106,020	95.00	\$110,473	\$0	\$229,360	\$477,712	48%
2032-2033	\$111,600	100.00	\$254,461	\$0	\$86,499	\$348,667	25%
2033-2034	\$113,832	102.00	\$83,962	\$0	\$116,369	\$349,919	33%
2034-2035	\$116,064	104.00	\$79,043	\$0	\$153,390	\$359,596	43%
2035-2036	\$118,296	106.00	\$44,741	\$0	\$226,945	\$387,046	59%
2036-2037	\$120,528	108.00	\$71,348	\$0	\$276,124	\$417,469	66%
2037-2038	\$122,760	110.00	\$70,266	\$0	\$328,618	\$433,435	76%
2038-2039	\$124,992	112.00	\$64,924	\$0	\$388,686	\$447,380	87%
2039-2040	\$127,224	114.00	\$75,849	\$0	\$440,061	\$470,522	94%
2040-2041	\$129,456	116.00	\$83,750	\$0	\$485,766	\$486,824	100%
2041-2042	\$131,688	118.00	\$152,155	\$0	\$465,300	\$487,970	95%
2042-2043	\$133,920	120.00	\$154,608	\$0	\$444,611	\$473,800	94%
2043-2044	\$136,152	122.00	\$93,330	\$0	\$487,433	\$461,933	106%
2044-2045	\$138,384	124.00	\$56,234	\$0	\$569,584	\$491,373	116%
2045-2046	\$140,616	126.00	\$132,547	\$0	\$577,652	\$502,559	115%
2046-2047	\$142,848	128.00	\$116,526	\$0	\$603,974	\$519,282	116%
2047-2048	\$145,080	130.00	\$306,524	\$0	\$442,530	\$418,923	106%
2048-2049	\$147,312	132.00	\$62,386	\$0	\$527,456	\$451,278	117%
2049-2050	\$149,544	134.00	\$75,240	\$0	\$601,760	\$488,654	123%
2050-2051	\$151,776	136.00	\$105,463	\$0	\$648,073	\$505,004	128%
2051-2052	\$154,008	138.00	\$305,645	\$0	\$496,436	\$483,722	103%



VENETIAN GARDENS  
HOMEOWNERS ASSOCIATION  
1555 MOSAIC WAY  
STOCKTON, CA 95207

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

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

Our Venetian Gardens  
Association  
posts important  
information on the  
Association's Website:  
[Venetianguardens.org](http://Venetianguardens.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.