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IMPORTANT

How do you want to receive
communication from the
Association? Standard mail?
Email? See notice on Page 2

THANK YOU!!!!

LETTER FROM THE VENETIAN GARDENS HOA BOARD OF DIRECTORS PRESIDENT

Greetings fellow Venetian Gardens Association homeowners! I do hope you are enjoying your home and our community of homeowners. Owning a home in an HOA is a bit different than owning a home where there is none. Of course, in the best possible scenario, home ownership in itself can be such an inspirational motivating force that it becomes a joy to maintain our properties. It is no longer a “have to” but instead it is a “get to”!

To help members of the Association keep aware of things on our community calendar we have our Venetian Gardens Association website at: venetianguardens.org. Just by visiting the Home Page and scrolling down, you can keep in the know about events you can be a part of... the Concerts... the Golf Tournaments... the Community Boutique... Board Meetings... etc.

And speaking of “Concerts”... one of the “new things” that’s been happening these days are the monthly concerts in the Clubhouse. We’ve had some really great dinners and music... and we have been able to make these evenings mostly FREE! It’s a real opportunity to get to know your neighbors in the community and have fun together!

Our Golf Tournaments are another way to interact with other homeowners and their golfing friends. Okay, so you don’t golf... but you might have friends that do! You can sign them up for one of our tournaments, which includes both a great breakfast and a great lunch! You can even walk around with them as they play... and perhaps even

enjoy an adult beverage together.

As President of the Venetian Gardens HOA Board of Directors, I want to express my deep appreciation to our current Board Members: **John Stevens**, Secretary; **Mary Nelson**, Treasurer; **Jeff Carr**, 1st Vice President; and **Doris Powell**, 2nd Vice President. These people’s volunteer services to our Venetian Gardens community are invaluable and we are so fortunate to have them as leaders.

I also want to acknowledge the great debt of gratitude we have for the Association’s Staff: **Beverly Clarke**, Association Manager; **Angel Chere**, Administrative Assistant; **Sherry D’Arcy**, Financial Assistant; and **Karl Morine**, Facility Maintenance Assistant.

It is the combined efforts and commitment of these volunteers and employed staff that enable us to have the best possible experience as homeowners here in Venetian Gardens.

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, and SHARE IN KEEPING IT GREAT!

Abraham Steve Mackey,
Board President, 2025-2026

Venetian Garden HOA Standing Rules

This represents an abbreviated list. Full version is on our website under Governing Documents & Forms.

HOMES

Architectural Control Architectural modifications or changes to the exterior of your home or landscaping require prior written approval from the Planning Committee.

Property Maintenance Each lot shall be maintained by the Owner. This will include landscaping in good condition and repair, all at such Owner's sole cost and expense. All yards will be mowed, trimmed, weeded, and watered on regular intervals to maintain a neat and attractive appearance.

Fences All fences are to be maintained in good condition.

Golf Course Lots Fences/Structures All fences in back and side yards located within twenty (20) feet of the golf course must not exceed five (5) feet in height and must be open fencing on the lots backing to the golf course.

Trash, Recycling and Garden Refuse Containers All garbage, recycling and garden refuse cans must be stored on your side or rear yards so they cannot be seen from the street, except on scheduled collection days. Those containers shall not be placed curb side for pickup no more than 24 hours prior to scheduled collection. Those containers must be returned to the storage area within 24 hours after pickup service.

Signs No signs visible from neighboring lots, common areas or streets shall be erected or maintained upon any lot except for on "For Sale" or "For Rent" sign shall have a maximum face area of three (3) square feet.

Basketball Standards or Fixed Sports Apparatus All portable basketball standards shall

be stored out of view when not in use. All fixed basketball apparatus shall be attached to the front of any dwelling or unit where it is visible from the street and must match the same color of the dwelling.

Pets No animals, livestock, horses, insects, or poultry of any kind shall be kept, raised or bred. However, domesticated dogs and cats and other household pets may be kept. No breeding of any animals for commercial purposes will be allowed within Venetian Gardens. **All dogs must be always restrained on a leash when in the Common Area.** Dogs are not allowed at any time on the golf course.

Nuisances No noxious or offensive activity shall be carried on upon any lot. No sound shall be emitted on any property which is unreasonably loud or annoying. No light shall be emitted from any property which is unreasonably bright or causes unreasonable glare.

VEHICLES

Automotive Repair There shall be no overhauling or rebuilding of any vehicle or machine in any driveway or street, nor in any area exposed to neighboring property or public view. Boats, Trailers and Motor Homes No boats, trailers or motor homes may be parked for longer than 72 hours.

These rules have been adopted by the Board of Directors of the Association in accordance with the CC&R's. These rules supplement the CC&R's and are applicable to all property owners and their tenants. Standing rules may be amended from time to time as the Board deems appropriate.

VENETIAN GARDENS ASSN. Budget for Fiscal Year 2026-2027

INCOME @ \$285 PER UNIT.. BUDGET 2026-2027

DUES INCOME \$285.00.....	\$317,775.00
OTHER INCOME.....	\$41,000.00
TOTAL INCOME	\$358,575.00

EXPENSES:

ADMINISTRATIVE EXPENSE	\$29,800.00
CLUBHOUSE EXPENSE.....	\$11,600.00
INSURANCE EXPENSE.....	\$19,700.00
LANDSCAPE EXPENSE	\$91,300.00
PAYROLL EXPENSE.....	\$92,100.00
POOL EXPENSE	\$19,500.00
TRASH.....	\$3,500.00
UTILITIES.....	\$49,500.00
WATER.....	\$19,000.00
TENNIS COURTS	\$600.00
TOTAL EXPENSE	\$336,600.00

SURPLUS TO RESERVE.....	\$22,175.00
RESERVE EXPENSE FOR YEAR	\$26,852.00
BALANCE TO RESERVE.....	\$-5,323.00
BEGINNING RESERVE BALANCE	\$145,986.00
ENDING RESERVE BALANCE.....	\$119,134.00

APPROVED BY BOARD OF DIRECTORS:
March 9, 2026

Choose Your Method of Delivery of Notices and Documents from the Association...

Our association is requesting our members' preferred delivery method (email, mail, or both) for notices and disclosures. This is not for our membership list, but only for how you wish to receive our notices and disclosures. Please contact the front office at **209-477-3871** or email venetian gardens <venetiangardens@att.net> . If we do not hear from you all notices and disclosures will be mailed out to 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 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 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
Desk: 209-937-8796

VG HOA Assessments for 2026-27 remain \$285 per unit*

Those of us who serve voluntarily on our Board, have made it our goal each year to make sure that as we handle the Association’s responsibilities, we **DO NOT** exceed our annual budget. And I am happy to report the we have succeeded in that goal year after year!

For this coming year we are happy to report that your Venetian Gardens Association Board and Management saw **no need to raise the Annual Assessment rate!** This means that the Annual Assessment shall remain the same for 2026-2027 as it was for 2025-2026. Keep in mind that we live in an era where financial dynamics can change nationally and internationally. Either way our goal is to keep Assessments as is economically conservative as possible.

Homeowner members of the Venetian Gardens HOA are still 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 2026 – 2027 fiscal year (May 2026 through April 2027).

1. Each zero lot line dwelling (*homes less than 5 feet from each other*) is 2 assessment units, 2 x \$285 = **\$570**.

2. A duplex is two homes on a single lot which is 2 assessment units, which is calculated 2 x \$285 = **\$570** per each home on a duplex lot, **\$1140** for entire lot.

3. A triplex is three homes on a single lot which is 2 assessment units each, which is calculated 2 x \$285 = **\$570** per each home on a triplex lot, 6 x \$285 = **\$1710** entire lot.

4. Each project unit is 2 assessment units, which is 2 x \$285 = **\$570**. (*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 \$285 = **\$855**.

6. Each detached single family dwelling on the golf course is 4 assessment units which is calculated 4 x \$285 = **\$1140**.

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 venetianguardens@att.net

**Assessment and Reserve Funding Disclosure Summary
for the Fiscal Year Ending 2025**

(1) The regular assessment per ownership interest is \$23.73 per Month. Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page 2-1 of the attached summary.

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date Assessment Will Be Due:	Amount Per Ownership Interest Per Month or Year (If Assessments Are Variable, See Note Immediately Below):	Purpose Of The Assessment:
	None	
	None	
	None	
	Total:	

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

Yes No

***If they accept & implement this funding model.**

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

Approximate Date Assessment Will Be Due:	Amount Per Ownership Interest Per Month or Year:
N/A	N/A
	Total:

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

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year is \$616,301. The projected reserve fund cash balance at the end of the current fiscal year is \$126,810, resulting in reserves being 21% funded at this date.

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is:

Year	Estimated Reserve Amount Required
2025	\$616,301
2026	\$589,069
2027	\$633,813
2028	\$663,849
2029	\$654,488

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

Year	Projected Reserve Fund Balance	Percent Funded
2025	\$126,810	21%
2026	\$89,938	15%
2027	\$123,515	19%
2028	\$141,485	21%
2029	\$121,748	19%

— Continued on Page 8 —

Assessment and Reserve Funding Disclosure Summary for the Fiscal Year Ending 2025

— Continued from Page 7 —

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 0.0% per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 4% per year.

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

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

(2) “Major component” has the meaning used in Section 5550. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.

(3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.

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

Venetian Gardens
Stockton, CA
Current Assessment Funding Model Summary

		<i>Report Parameters</i>	
Report Date	July 21, 2025	Inflation	4.00%
Account Number	Full Study FY26	Annual Assessment Increase	5.00%
Budget Year Beginning	May 1, 2025	Interest Rate on Reserve Deposit	0.00%
Budget Year Ending	April 30, 2026	Tax Rate on Interest	30.00%
Total Units	1115	2025 Beginning Balance	\$138,207

Current Assessment Funding Model

- This 1,115-Lot Development is located at 1555 Mosaic Way Stockton, California.
- We used December of year 1979 to begin aging the original components in the study.
- The last Reserve Analyst field inspection was completed on April 16, 2025.
- For the next fiscal year, the average per lot, per month, reserve contribution should be \$5.10, for an annual contribution of \$68,250.
- If implemented, the projected percentage funded at the end of the next fiscal year will be 21%
- This funding model has been given a 5% annual contribution increase to the reserves to account for inflationary factors.

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Assessment and Reserve Funding Disclosure Summary for the Fiscal Year Ending 2025

— Continued from Page 8 —

Current Assessment Funding Model Summary of Calculations

Required Monthly Contribution <i>\$5.10 per unit monthly</i>	\$5,687.50
Average Net Monthly Interest Earned	<u>\$0.00</u>
Total Monthly Allocation to Reserves <i>\$5.10 per unit monthly</i>	\$5,687.50

**Venetian Gardens
Current Assessment Funding Model Projection**

Beginning Balance: \$138,207

Year	Current Cost	Annual Contribution	Annual Interest	Annual Expenditures	Projected Ending Reserves	Fully Funded Reserves	Percent Funded
2025	983,498	68,250		79,647	126,809	616,301	21%
2026	1,022,837	71,662		108,534	89,938	589,069	15%
2027	1,063,751	75,246		41,669	123,515	633,813	19%
2028	1,106,301	79,008		61,038	141,485	663,849	21%
2029	1,150,553	82,958		102,695	121,748	654,488	19%
2030	1,196,575	87,106		102,463	106,390	647,830	16%
2031	1,244,438	91,462		68,920	128,932	678,899	19%
2032	1,294,216	96,035		87,706	137,260	694,747	20%
2033	1,345,984	100,836		141,892	96,205	658,072	15%
2034	1,399,824	105,878		51,132	150,950	717,644	21%
2035	1,455,817	111,172		130,086	132,037	700,944	19%
2036	1,514,049	116,731		28,225	220,542	793,106	28%
2037	1,574,611	122,567		61,344	281,766	858,251	33%
2038	1,637,596	128,696		77,363	333,098	913,230	36%
2039	1,703,099	135,130		36,300	431,928	1,017,158	42%
2040	1,771,223	141,887		188,573	385,242	971,086	40%
2041	1,842,072	148,981		121,720	412,503	997,073	41%
2042	1,915,755	156,430		65,059	503,875	1,087,575	46%
2043	1,992,385	164,252		17,625	650,502	1,235,760	53%
2044	2,072,081	172,464		237,509	585,457	1,166,113	50%
2045	2,154,964	181,088		362,818	403,727	968,477	42%
2046	2,241,163	190,142		61,678	532,191	1,081,443	49%
2047	2,330,809	199,649		97,404	634,437	1,167,308	54%
2048	2,424,042	209,631		142,553	701,515	1,215,408	58%
2049	2,521,003	220,113		44,890	876,738	1,372,988	64%
2050	2,621,843	231,119		140,979	966,878	1,443,164	67%
2051	2,726,717	242,675		222,663	986,889	1,437,672	69%
2052	2,835,786	254,808		166,225	1,075,473	1,497,389	72%
2053	2,949,217	267,549		78,743	1,264,279	1,657,480	76%
2054	3,067,186	280,926		68,408	1,476,798	1,842,007	80%

Venetian Gardens Homeowners Association

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

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

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

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

Property Address: _____

Owner of Property: _____

Owner's Mailing Address: _____

(if known or different from property address)

Provider of the **Section 4525** Items:

Venetian Gardens Assn. Management _____

Print Name _____ Position or Title _____ Association or Manager _____

_____ Date _____

Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation or statement that not incorporated	Section 4525(a)(1)	\$35	
CC&Rs	Section 4525(a)(1)	\$55	
Bylaws	Section 4525(a)(1)	\$45	
Operating Rules	Section 4525(a)(1)	\$25	
Age Restrictions, if any	Section 4525(a)(2)		Refer to Demand
Rental Restrictions, if any	Section 4525(a)(9)	\$10	
Annual Budget Report or summary, including Reserve Study	Sections 5300 and 4525 (a)(3)	\$35	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)	\$0	
Financial Statement Review	Sections 5305 and 4525(a)(3)	N/A	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to Demand
Special Assessment	Section 4525(a)(4)		Refer to Demand
Emergency Assessment	Section 4525(a)(4)		Refer to Demand
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to Demand

Venetian Gardens Homeowners Association

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		Refer to Demand
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		Refer to Demand
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to Demand
Required Statement of Fees	Section 4525		Refer to Demand
Minutes of Regular Board Meetings conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$30	
Copy of the report issued pursuant to the most recent Inspection of Exterior Elevated Elements	Sections 4525(a)(11) and 5551	N/A	
Total fees for these documents:			

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

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

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand), and are not included within estimated charges outlined within this form.

FHA/VA CERTIFICATION DISCLOSURE

FHA Statement

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

This common interest development [is/is not] a condominium project. The association of this common interest development [is/is not] certified by the Federal Housing Administration.

VA Statement

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner’s ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.

This common interest development [is/is not] a condominium project. The association of this common interest development [is/is not] certified by the federal Department of Veterans Affairs.

