



RENOVATION DESIGN REALTY  
LIVE BEAUTIFULLY

**Cover Pages for Property Disclosure Package for:**  
4 Commodore, #D325, Emeryville, CA  
Listing Agent: Sabina Alieva-Girsh, Renovation Design Realty  
Direct Number: 415-860-3037 \ Email: [sabina@rdrsf.com](mailto:sabina@rdrsf.com)

To assist you in the consideration of this property prior to the submittal of an offer, the attached disclosures, reports and advisories are being provided. Please review these documents carefully as they contain material information pertinent to the property's condition and circumstances. However, these documents are not necessarily comprehensive nor meant to be a substitute for buyer's sensible due diligence.

- If presenting an offer, please sign where indicated on page 2, acknowledging receipt and review of the documents listed. All disclosures shall be signed and returned to the listing agent within 24 hours after acceptance and selling agent AVID to be completed signed and returned within 48 hours after acceptance.
- Please deliver your offer to Sabina Alieva-Girsh via Brokermint link:  
<https://my.brokermint.com/offers/e541323fd8/new>
- Offers should be submitted on the 10 page CAR Purchase Contract, including Buyers Inspection Advisory and Agency Disclosures.
- Escrow has been opened with Karen Tam, North American Title, Escrow #1511809.
- If financing is part of your offer, please include all relevant information for seller's review.
- If making an all-cash offer, include appropriate verification-of-funds documentation.
- Buyers are not advised to waive inspection contingencies unless absolutely confident of their comprehensive knowledge of the property's condition and circumstances. Renovation Design Realty encourages inspections as part of buyer's sensible due diligence; if waiving inspection contingencies, please read the contractual waiver clauses carefully. Listing agent makes no representations regarding the condition of the property beyond those contained in our Agent Visual Inspection Disclosure. Listing agent has neither verified nor warrants information provided by other parties in the materials enclosed, including, but not limited to, representations in inspection reports; regarding legal issues; natural and environmental hazards; permits; or repairs and renovations made or contemplated. Property square footage and lot lines have not been verified by listing agent. Buyers are strongly advised to investigate all issues or



5172 3<sup>rd</sup> Street San Francisco, CA 94124  
1108 Irving Street, San Francisco, CA 94122  
Fax: 415-738-5457

concerns to them, to their full satisfaction, using qualified professionals of their own choosing.

The following Disclosures and Reports are included in this package:

- Disclosure Regarding Real Estate Agency Relationship (2 pages)
- Disclosure and Consent for Representation of More Than One Buyer or Seller (1 page)
- Market Condition Advisory (2 pages)
- Transfer Disclosure Statement (3 pages)
- Addendum to TDS (1 page)
- Natural Hazard Receipt (1 page)
- Sellers Property Questionnaire (4 pages)
- Statewide Buyer and Seller Advisory (12 pages)
- Agent Visual Inspection (3 pages)
- Signed MLS (1 page)
- Water Heater Smoke Detector (1 page)
- Cell Advisory (1 page)
- Document Retention (1 page)
- Drought Advisory (1 page)
- Electronic Signature (1 page)
- Permits Advisory (1 page)
- Re Key Advisory (1 page)
- Insurance Claims Disclosure (1 page)
- Mold Advisory (1 page)
- Noise & Odor Advisory (1 page)
- Square Footage Advisory (1 page)
- Parking and Storage (1 page)
- JCP NHD Report (47 page)
- Preliminary Title (14 pages)
- Water Conserving/CMD (2 pages)
- Wire Fraud (1 page)
- East Bay Advisory (21 pages)
- Emeryville Addendum (3 pages)
- HOA Docs (279 pages)

Buyers acknowledge they have received all disclosures listed above.

Buyer: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyers Agent: \_\_\_\_\_  
Date: \_\_\_\_\_



CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Listing Firm to Seller) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer. (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE DISCLOSURE):

Buyer [X] Seller [ ] Landlord [ ] Tenant [ ] Date 6/13/2017

Agent Renovation Design Realty, Inc. BRE Lic. # 02030175

By Sabina Alieva-Girsh Real Estate Broker (Firm) BRE Lic. # 01983913 Date 6/13/2017

(Salesperson or Broker-Associate) Sabina Alieva-Girsh

Agency Disclosure Compliance (Civil Code §2079.14):
• When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
• When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:
(SELLER/LANDLORD: DO NOT SIGN HERE) (SELLER/LANDLORD: DO NOT SIGN HERE)

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Reviewed by [Signature] Date 6/19/2017



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one):  the seller exclusively; or  both the buyer and seller.  
(Name of Listing Agent)  
(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  
(Name of Selling Agent if not the same as the Listing Agent)  both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.


2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/14 (PAGE 2 OF 2)

Reviewed by  Date 6/19/2017



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller [Signature] Alex Girsh Date 6/13/2017
Seller [Signature] Date
Buyer Date
Buyer Date

Real Estate Broker (Firm) Renovation Design Realty, Inc. CalBRE Lic # 02030175 Date
By Sabina Aliyeva-Girsh CalBRE Lic # 01983913 Date 6/13/2017
Sabina Aliyeva-Girsh

Real Estate Broker (Firm) CalBRE Lic # Date
By CalBRE Lic # Date

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Reviewed by [Signature] Date 6/19/2017





MARKET CONDITIONS ADVISORY (C.A.R. Form MCA, Revised 11/11)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: (i) If your offer is accepted, the property's value may not increase and may even decrease. (ii) If your offer is accepted, you may have "Buyer's remorse" that you paid too much. (iii) If your offer is rejected there can be no guarantee that you will find a similar property at the same price. (iv) If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: (i) the Buyer cannot obtain a loan; (ii) is dissatisfied with the property's condition after an inspection; or (iii) if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1)LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2)APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials ( ) ( )

Seller's Initials ( X AG ) ( )

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MCA REVISED 11/11 (PAGE 1 OF 2)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

Property Address: 4 Commodore Dr, D325, Emeryville, California 94608 Date: \_\_\_\_\_

3. INSPECTION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.


Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller  \_\_\_\_\_ Date 6/22/2017

Seller \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Emeryville, COUNTY OF Alameda County, STATE OF CALIFORNIA, DESCRIBED AS 4 Commodore Dr, D325, Emeryville, California 94608

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) \_\_\_\_\_. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.  
 Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller  is  is not occupying the Home.

**A. The subject property has the items checked below: \***

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Range                     | <input type="checkbox"/> Wall/Window Air Conditioning                              | <input type="checkbox"/> Pool:  |
| <input type="checkbox"/> Oven                                 | <input type="checkbox"/> Sprinklers  | <input type="checkbox"/> Child Resistant Barrier  |
| <input type="checkbox"/> Microwave                            | <input checked="" type="checkbox"/> Public Sewer System                            | <input type="checkbox"/> Pool/Spa Heater:   |
| <input checked="" type="checkbox"/> Dishwasher                | <input type="checkbox"/> Septic Tank   | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor                      | <input type="checkbox"/> Sump Pump   | <input type="checkbox"/> Water Heater:  |
| <input checked="" type="checkbox"/> Garbage Disposal          | <input type="checkbox"/> Water Softener  | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Washer/Dryer Hookups                 | <input checked="" type="checkbox"/> Patio/Decking                                  | <input checked="" type="checkbox"/> Water Supply:   |
| <input type="checkbox"/> Rain Gutters                         | <input type="checkbox"/> Built-in Barbecue   | <input type="checkbox"/> City <input type="checkbox"/> Well                                   |
| <input type="checkbox"/> Burglar Alarms                       | <input type="checkbox"/> Gazebo  | <input type="checkbox"/> Private Utility or   |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s)  | Other <u>Watergate</u>  |
| <input checked="" type="checkbox"/> Smoke Detector(s)         | <input checked="" type="checkbox"/> Garage:  | <input checked="" type="checkbox"/> Gas Supply:   |
| <input checked="" type="checkbox"/> Fire Alarm                | <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)           |
| <input type="checkbox"/> TV Antenna                           | <input type="checkbox"/> Carport   | <input type="checkbox"/> Window Screens   |
| <input type="checkbox"/> Satellite Dish                       | <input type="checkbox"/> Automatic Garage Door Opener(s)                           | <input type="checkbox"/> Window Security Bars   |
| <input type="checkbox"/> Intercom                             | <input type="checkbox"/> Number Remote Controls _____                              | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows                           |
| <input type="checkbox"/> Central Heating                      | <input type="checkbox"/> Sauna   | <input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures                        |
| <input type="checkbox"/> Central Air Conditioning             | <input type="checkbox"/> Hot Tub/Spa:  |   |
| <input type="checkbox"/> Evaporator Cooler(s)                 | <input type="checkbox"/> Locking Safety Cover                                      |   |
- Exhaust Fan(s) in Kitchen 220 Volt Wiring in Kitchen Fireplace(s) in \_\_\_\_\_  
 Gas Starter \_\_\_\_\_  Roof(s): Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)  
 Other: \_\_\_\_\_

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition?  Yes  No. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

(\*see note on page 2)

Buyer's Initials ( B ) ( \_\_\_\_\_ )

Seller's Initials ( AB ) ( \_\_\_\_\_ )





Property Address: 4 Commodore Dr, D325, Emeryville, California 94608

Date: 6/21/2007

- B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?  Yes  No. If yes, check appropriate space(s) below.
- Interior Walls  Ceilings  Floors  Exterior Walls  Insulation  Roof(s)  Windows  Doors  Foundation  Slab(s)  
 Driveways  Sidewalks  Walls/Fences  Electrical Systems  Plumbing/Sewers/Septics  Other Structural Components

(Describe: \_\_\_\_\_ )

If any of the above is checked, explain. (Attach additional sheets if necessary.): \_\_\_\_\_

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

- C. Are you (Seller) aware of any the following:
- Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . .  Yes  No
  - Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . . .  Yes  No
  - Any encroachments, easements or similar matters that may affect your interest in the subject property . . . . .  Yes  No
  - Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . .  Yes  No
  - Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . . . .  Yes  No
  - Fill (compacted or otherwise) on the property or any portion thereof . . . . .  Yes  No
  - Any settling from any cause, or slippage, sliding, or other soil problems . . . . .  Yes  No
  - Flooding, drainage or grading problems . . . . .  Yes  No
  - Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . . .  Yes  No
  - Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . .  Yes  No
  - Neighborhood noise problems or other nuisances . . . . .  Yes  No
  - CC&R's or other deed restrictions or obligations . . . . .  Yes  No
  - Homeowners' Association which has any authority over the subject property . . . . .  Yes  No
  - Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No
  - Any notices of abatement or citations against the property . . . . .  Yes  No
  - Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): please see HOA documents

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.  
 2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials (  AG ) ( \_\_\_\_\_ )

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)**

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

4 Commodore Dr.



Property Address: 4 Commodore Dr, D325, Emeryville, California 94608

Date: 6/21/2017

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller X Alex Girsh

Date 6/21/2017

Seller \_\_\_\_\_ Date \_\_\_\_\_

**III. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the Seller is represented by an agent in this transaction.)

**THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:**

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: \_\_\_\_\_

Agent (Broker Representing Seller) Renovation Design Realty, Inc.  
(Please Print)

By [Signature]  
(Associate Licensee or Broker Signature)  
Sabina Alieva-Girsh

Date 6.21.17

**IV. AGENT'S INSPECTION DISCLOSURE**

(To be completed only if the agent who has obtained the offer is other than the agent above.)

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: \_\_\_\_\_

Agent (Broker Obtaining the Offer) SABINA ALIEVA GIRSH  
(Please Print)

By [Signature]  
(Associate Licensee or Broker Signature)

Date 6.21.17

**V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.**

**I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.**

Seller X Alex Girsh Date 6/21/17 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Renovation Design Realty, Inc.  
(Please Print)

By [Signature]  
(Associate Licensee or Broker Signature)  
Sabina Alieva-Girsh

Date 6.21.17

Agent (Broker Obtaining the Offer) \_\_\_\_\_  
(Please Print) By \_\_\_\_\_  
(Associate Licensee or Broker Signature) Date \_\_\_\_\_

**SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.**

**A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.**

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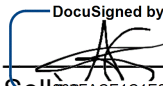


Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**Addendum to TDS/SPQ**

Improvement's  
May 2017

- Laminate floors throughout the entire condo
- Tile in the kitchen and both bathrooms
- Kitchen cabinets/Pantry
- Marble counter top
- Faucet/Garbage Disposal- Kitchen
- All stainless steel appliances
- All fixtures
- All Electric switches and covers
- Shower panels in both bathrooms
- Faucet, shower heads and bathtub fixtures replaced new in both bathrooms
- Fresh paint all interior and balcony
- Vanity in both bathrooms
- Shower rods

DocuSigned by:  
  
\_\_\_\_\_  
SELLER  
Date: 6/22/2017  
\_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer  
Date: \_\_\_\_\_



JCP-LGS Residential Property Disclosure Reports

Natural Hazard Disclosure (NHD) Report For ALAMEDA County

Property Address: 4 COMMODORE DR #D325 EMERYVILLE, ALAMEDA COUNTY, CA 94608 ("Property")

APN: 049-1529-274 Report Date: 06/19/2017 Report Number: 2120606

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes \_\_\_ No [X] Do not know and information not available from local jurisdiction \_\_\_

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes \_\_\_ No [X] Do not know and information not available from local jurisdiction \_\_\_

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes \_\_\_ No [X]

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code.

Yes \_\_\_ No [X]

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes \_\_\_ No [X]

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) \_\_\_ Yes (Liquefaction Zone) [X]

No \_\_\_ Map not yet released by state \_\_\_

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) Date 6/20/2017 Signature of Transferor(s) Date

Signature of Agent Date Signature of Agent Date

- Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).
[X] Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4.

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 19 June 2017

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) Date Signature of Transferee(s) Date

TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at http://www.disclosures.com/.



# SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/16)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 4 Commodore Dr, D325, Assessor's Parcel No. 49-1529-274,

situated in Emeryville, County of Alameda County California ("Property").

II. The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Explain any "Yes" answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...

1. Within the last 3 years, the death of an occupant of the Property upon the Property ..... [ ] Yes [X] No
2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ..... [ ] Yes [X] No
3. The release of an illegal controlled substance on or beneath the Property ..... [ ] Yes [X] No
4. Whether the Property is located in or adjacent to an "industrial use" zone ..... [ ] Yes [X] No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
5. Whether the Property is affected by a nuisance created by an "industrial use" zone. .... [ ] Yes [X] No
6. Whether the Property is located within 1 mile of a former federal or state ordnance location. .... [ ] Yes [X] No  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. .... [X] Yes [ ] No
8. Insurance claims affecting the Property within the past 5 years ..... [ ] Yes [X] No
9. Matters affecting title of the Property ..... [ ] Yes [X] No
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer ..... [ ] Yes [X] No
11. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code Section 1101.3 ..... [ ] Yes [X] No

Explanation, or  (if checked) see attached; Seller's addendum

Buyer's Initials ( ) ( )

Seller's Initials x(AG) ( )



Property Address: **4 Commodore Dr, D325, Emeryville, California 94608**

Date: 6/21/17  
**ARE YOU (SELLER) AWARE OF...**

**B. REPAIRS AND ALTERATIONS:**

- 1. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) .....  Yes [ ] No
- 2. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? .....  Yes [ ] No
- 3. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .....  Yes [ ] No
- 4. Any part of the Property being painted within the past 12 months. ....  Yes [ ] No
- 5. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule. .... [ ] Yes  No

Explanation: see seller's addendum

**C. STRUCTURAL, SYSTEMS AND APPLIANCES:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ..... [ ] Yes  No
- 2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) ..... [ ] Yes  No
- 3. An alternative septic system on or serving the Property. .... [ ] Yes  No

Explanation: \_\_\_\_\_

**D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ..... [ ] Yes  No

Explanation: \_\_\_\_\_

**E. WATER-RELATED AND MOLD ISSUES:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ..... [ ] Yes  No
- 2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property ..... [ ] Yes  No
- 3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood ..... [ ] Yes  No

Explanation: \_\_\_\_\_

**F. PETS, ANIMALS AND PESTS:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Pets on or in the Property ..... [ ] Yes  No
- 2. Problems with livestock, wildlife, insects or pests on or in the Property ..... [ ] Yes  No
- 3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ..... [ ] Yes  No
- 4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. .... [ ] Yes  No

If so, when and by whom \_\_\_\_\_

Explanation: \_\_\_\_\_

Buyer's Initials ( ) ( )

Seller's Initials X(AG) ( )



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Date: 6/21/17

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- 1. Surveys, easements, encroachments or boundary disputes
2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage
3. Use of any neighboring property by you

Explanation: see Watergate HOA documents

H. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- 1. Diseases or infestations affecting trees, plants or vegetation on or near the Property
2. Operational sprinklers on the Property
(a) If yes, are they automatic or manually operated.
(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system
3. A pool heater on the Property
If yes, is it operational?
4. A spa heater on the Property
If yes, is it operational?
5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired

Explanation: WGC Watergate Community amenities use by residents, see HOA documents

I. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS:

ARE YOU (SELLER) AWARE OF...

- 1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the Property
3. Any improvements made on or to the Property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement

Explanation: the HOA monthly fee for our unit will be \$623.80 starting July 1st, 2017. See HOA documents.

J. TITLE, OWNERSHIP LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- 1. Any other person or entity on title other than Seller(s) signing this form
2. Leases, options or claims affecting or relating to title or use of the Property
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity
5. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property?
6. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill?

Explanation:

K. NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- 1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks,

Buyer's Initials ( ) ( )

Seller's Initials X (AG) ( )



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freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife . . . . . [ ] Yes [X] No

Explanation: \_\_\_\_\_

**L. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property . . . . . [ ] Yes [X] No
2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. . . . . [ ] Yes [X] No
3. Existing or contemplated building or use moratoria that apply to or could affect the Property . . . . . [ ] Yes [X] No
4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property . . . . . [ ] Yes [X] No
5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals . . . . . [ ] Yes [X] No
6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed . . . . . [ ] Yes [X] No
7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property . . . . . [ ] Yes [X] No
8. Whether the Property is historically designated or falls within an existing or proposed Historic District . . . . . [ ] Yes [X] No
9. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies . . . . . [ ] Yes [X] No

Explanation: \_\_\_\_\_

**M. OTHER:**

**ARE YOU (SELLER) AWARE OF...**

1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller. . . . . [ ] Yes [X] No  
(If yes, provide any such documents in your possession to Buyer.)
2. Any occupant of the Property smoking on or in the Property. . . . . [ ] Yes [X] No
3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer . . . . . [ ] Yes [X] No

Explanation: \_\_\_\_\_

VI. [ ] (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

**Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.**

Seller X \_\_\_\_\_ Date 6/21/17  
Seller \_\_\_\_\_ Date \_\_\_\_\_

**By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_







CALIFORNIA  
ASSOCIATION  
OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY  
(This Form Does Not Replace Local Condition Disclosures.  
Additional Addenda May Be Attached to This Advisory)  
(C.A.R. Form SBSA, Revised 1/16)

**4 Commodore Dr, D325**

Property Address **Emeryville, California 94608**

Date \_\_\_\_\_

**BUYER RIGHTS AND DUTIES:**

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers.
  - You should conduct thorough investigations of the Property both personally and with appropriate professionals.
  - If professionals recommend further inspections, you should contact qualified experts to conduct such inspections.
  - You should retain your own professional even if Seller or Broker has provided you with existing reports.
  - You should read all written reports given to you and discuss those reports with the persons who prepared them.
  - You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to make any such repairs, corrections or other requested actions.
  - If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk.
  - The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.
- YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

**SELLER RIGHTS AND DUTIES:**

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property.
- You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement.
- This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures.
- The terms of the Agreement establish your rights and responsibilities.

**BROKER RIGHTS AND DUTIES:**

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it.
- For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals.
- Many defects and conditions may not be discoverable by a Broker's visual inspection.
- If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing.
- Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

**1. INSPECTIONS:** Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

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STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)



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4 Commodore Dr,

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2. **SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS:** Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

3. **SOIL AND GEOLOGIC CONDITIONS:** Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections.

4. **GEOLOGIC HAZARDS:** Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Brokers do not have expertise in this area. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s).

5. **ENVIRONMENTAL HAZARDS:** Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. If Buyer wants further information, Buyer is advised, and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home."

6. **EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE:** The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at [www.epa.gov/lead](http://www.epa.gov/lead) for more information. Buyer and Seller are advised to consult an appropriate professional.

7. **FORMALDEHYDE:** Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde



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in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

8. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

9. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

10. SEPTIC SYSTEMS: Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level.

11. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed,



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qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

12. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. Brokers do not have expertise in this area. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period.

13. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

15. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee on each structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

16. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

17. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA.



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18. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use of the Property, its development and size. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

19. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

20. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. The phase out of the use of R-22 Freon will have an impact on repairs and replacement of existing air conditioning units and heat pumps. More information is available from the Environmental Protection Agency at <http://www.epa.gov/ozone/title6/phaseout/22phaseout.html>. New efficiency standards are also in place for water heaters. As a consequence, replacement water heaters will generally be larger than existing units and may not fit in the existing space. Additional venting and other modifications may be required as well. More information is available from the U.S. Department of Energy at [http://www1.eere.energy.gov/buildings/appliance\\_standards/product.aspx/productid/27](http://www1.eere.energy.gov/buildings/appliance_standards/product.aspx/productid/27). If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

21. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls - Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting - The noise of lawn mowers irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use - A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system - Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts - Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences - It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction - Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter.

22. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

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23. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

24. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

25. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

26. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

27. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer. California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at <http://cahighspeedrail.ca.gov>. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions.

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29. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's inspection contingency period. Brokers do not have expertise in this area.

30. MARIJUANA AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California's medical marijuana law is in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" ([http://ag.ca.gov/cms\\_attachments/press/pdfs/n1601\\_medicalmarijuanaguidelines.pdf](http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf)) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

31. INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or SSD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner Association Insurance. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

32. OWNER'S TITLE INSURANCE: The Truth in Lending/RESPA integrated disclosure (TRID) established by the Consumer Financial Protection Bureau (CFPB) requires that lenders must tell borrowers that title insurance is "optional." While obtaining an owner's policy of title insurance may be "optional", it may be a contractual requirement as between Buyer and Seller. Furthermore, California Civil Code § 1057.6 requires that escrows provide the following notice to borrowers:

**"IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING."**

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Additionally, even the CFPB on its “ask CFPB” “What is owner’s title insurance?” page advises “You may want to buy an owner’s title insurance policy, which can help protect your financial interest in the home.” Moreover, not obtaining an owner’s policy may increase the cost of the lender’s policy (required by most lenders), possibly require the separate purchase of a preliminary title report, and may have an impact on the sale of the Property in the future.

Buyers who decide to opt out of obtaining an owner’s title insurance policy are acting against the advice of Brokers as well as the advice provided in the California Civil Code and by the CFPB.

33. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer’s own insurance agent during Buyer’s inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

34. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions on Buyer’s ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer’s inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

35. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

36. PACE LOANS AND LIENS: The acronym PACE stands for Property Assessed Clean Energy. PACE programs allow property owners to finance energy and water conservation improvements and pay for them through an assessment on the owner’s property. PACE programs are available in most areas for both residential one to four unit properties and commercial properties. PACE programs may be referred to by different names such as HERO or SCEIP, among others. If a PACE project is approved, an assessment lien is placed on the property for the amount owed plus interest. The property owner repays the entity for the improvements as a special tax assessment on the property tax bill over a period of years. A PACE lien is similar to a property tax lien in that it has “super priority.” Sellers are obligated to disclose, pursuant to the C.A.R. purchase agreement, whether any improvement is subject to a lien such as a PACE lien. Properties that are subject to PACE liens made on or after July 6, 2010 may not be eligible for financing. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: “PACE Programs and Solar Leases”. Brokers do not have expertise in this area.

37. SOLAR PANEL LEASES: Solar panel or power systems may be owned or leased. Although leased systems are probably personal property, they are included in the sale by the C.A.R. purchase agreement which also obligates the Seller to make a disclosure to the Buyer and provide the Buyer with documentation concerning the lease and system. Leasing companies generally secure payments by filing a UCC-1 (a Uniform Commercial Code form giving notice of a creditor’s security interest) against the property. Buyers are given a contingency right to investigate the solar related system and documentation and assume any lease. Should a solar panel or power system be on the Property, Buyers should determine if the system is leased or owned. For more information, Buyer may request from Broker the C.A.R. Legal Q&A titled: “PACE Programs and Solar Leases”. Brokers do not have expertise in this area.

38. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS (“CC&Rs”); CHARGING STATIONS; FHA/VA APPROVAL: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §4745.

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The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Effective July 1, 2016, a Common Interest Development (CID) will be required to include in its annual budget report a separate statement describing the status of the CID as a Federal Housing Administration or Department of Veterans Affairs approved Development. While the purchase agreement and the law require that the annual budget be provided by Seller to Buyer, Brokers will not and cannot verify the accuracy of information provided by the CID. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. For more information Buyer may request from Broker the C.A.R. Legal Q&A titled: "Homeowners' Associations: A Guide for REALTORS®". Brokers do not have expertise in this area.

39. **LEGAL ACTION:** Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters.

40. **COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES:** Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

41. **GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION:** Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-ConBuilding products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. Another source affiliated with the CPSC is [Saferproducts.gov](http://Saferproducts.gov) which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

42. **RENTAL PROPERTY RESTRICTIONS:** Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

43. **LAND LEASE:** Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

44. **HOME WARRANTY:** Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

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45. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

46. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

47. ONLINE OR WIRE FUNDS TRANSFERS: Instructions for the online or wire transfer of escrow deposits have been known to be intercepted by hackers who alter them so that Buyer's funds are actually wired to accounts controlled by criminals rather than the escrow company. Buyers should exercise extreme caution in making electronic funds transfers, verifying that the organization they are transferring funds to is, in fact, the escrow company and that their own bank account information is not being exposed.

48. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent, is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. Even if you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow to the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

49. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

50. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445, as of February 17, 2016, requires a Buyer to withhold and to remit to the Internal Revenue Service 15% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Only 10% needs to be withheld if the buyer acquires the property as Buyer's residence and the price paid does not exceed \$1,000,000. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

SBSA REVISED 1/16 (PAGE 10 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 10 OF 12)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

4 Commodore Dr,



Property Address: **4 Commodore Dr, D325, Emeryville, California 94608**

Date: \_\_\_\_\_

51. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

52. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails.

53. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

54. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

55. DEATH ON THE PROPERTY: California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

56. ELECTRONIC SIGNATURES: The ability to use electronic signatures to sign legal documents is a great convenience, facilitating the ability to send and receive documents and reach agreement in a real estate transaction. However, Buyers and Sellers are cautioned to carefully read each provision. Arrows indicating "sign here" are merely there for the convenience of finding the next signature line. Only sign if you consent to the terms provided in the document. Brokers strongly advise Buyers and Sellers to read the entire document before signing even if they have reviewed an earlier draft. Do not just scroll through or skip to the next signature line. You are signing a legally binding agreement. Read it carefully. Ask your Broker, Agent or legal advisor if you have questions or do not understand a provision, and sign only if you agree to be bound by the terms.



Property Address: **4 Commodore Dr, D325, Emeryville, California 94608** Date: \_\_\_\_\_

57. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

- A.  \_\_\_\_\_
- B.  \_\_\_\_\_
- C.  \_\_\_\_\_
- D.  \_\_\_\_\_

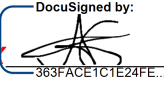
Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

Buyer and Seller are encouraged to read this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory.

BUYER \_\_\_\_\_ Date \_\_\_\_\_

BUYER \_\_\_\_\_ Date \_\_\_\_\_

(Address) \_\_\_\_\_

SELLER  \_\_\_\_\_ Date 6/22/2017 **Alex Girsh** \_\_\_\_\_

SELLER \_\_\_\_\_ Date \_\_\_\_\_

(Address) \_\_\_\_\_

Real Estate Broker (Selling Firm) \_\_\_\_\_ Cal BRE Lic. # \_\_\_\_\_

By \_\_\_\_\_ Cal BRE Lic.# \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Real Estate Broker (Listing Firm) **Renovation Design Realty, Inc.** Cal BRE Lic. # **02030175**

By  \_\_\_\_\_ Date 6/22/2017 Cal BRE Lic.# **01983913** \_\_\_\_\_

**Sabina Alieva-Girsh** \_\_\_\_\_

Address **5172 3rd St** \_\_\_\_\_ City **San Francisco** \_\_\_\_\_ State **CA** \_\_\_\_\_ Zip **94124-2302** \_\_\_\_\_

Telephone **(415)860-3037** \_\_\_\_\_ Fax \_\_\_\_\_ Email **sabina@rdrsf.com** \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





AGENT VISUAL INSPECTION DISCLOSURE (CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 11/13)

This inspection disclosure concerns the residential property situated in the City of Emeryville, County of Alameda County, State of California, described as 4 Commodore Dr, D325 Lot: D Tract No: 4142 Abbreviated Description: LOT:D UNIT:325 SUBD:WATERGATE TR#:4142 ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # D325. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Renovation Design Realty, Inc

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
• Areas off site of the property
• Public records or permits
• Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations : Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself.

Buyer's Initials ( ) ( )

Seller's Initials (X ALG) ( )

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Reviewed by SA Date 6/21/2017



AVID REVISED 11/13 (PAGE 1 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

**4 Commodore Dr, D325**

Property Address: **Emeryville, California 94608**

Date: **June 20 2017**

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # **D325**.

Inspection Performed By (Real Estate Broker Firm Name) **Renovation Design Realty, Inc**

Inspection Date/Time: **06/21/2017 10:30am** Weather conditions: **Sunny**

Other persons present: \_\_\_\_\_

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): **New laminate flooring, fresh paint noted.**

Living Room: **Fresh paint noted, New laminate floor.**

Dining Room: **Fresh paint noted, New laminate floor, bay windows some scratches noted on the frame, New light fixture.**

Kitchen: **Fresh paint noted, New laminate floor, New kitchen cabinets, Marble counter top noted. New GFI outlets cover noted. New stainless steel appliances noted. New LED light fixture noted. Relocated refrigerator into the hallway.**

Other Room: **Updated and installed all electrical light switches and light fixtures throughout the condo. Popcorn ceiling throughout condo, fresh paint noted.**

Hall/Stairs (excluding common areas): **Fresh paint and new laminate floor noted. New sliding barn door. New pantry noted around the refrigerator.**

Bedroom # **1** : **Guest Bedroom fresh paint, new laminate floor noted, window screen some scratches noted. Walking closet New paint, laminate floor noted. New led light fixture noted Electric floor hitter with individual switch noted, some paint scratches.**

Bedroom # **2** : **Master Bedroom fresh paint noted, new laminate floor, some scratches noted on the window frame and fresh paint noted, new laminate floor. Electric floor hitter with individual switch noted, some paint scratches.**

Bedroom # \_\_\_\_\_ :

Bath# **1** : **Guest-New tile noted. Fresh paint. New vanity installed. Removed original tile and installed new slabs around showers. New shower and faucet fixtures noted. New light fixture above the vanity. Vanity was altered for installation.**

Bath# **2** : **Master-New tile noted. Fresh paint. New vanity installed. Removed original tile and installed new slabs around showers. New shower and faucet fixtures noted. New light fixture above the vanity. New toilet bowl noted in both bathrooms, with local conservatory standards noted.**

Bath# \_\_\_\_\_ :

Other Room: **Master bathroom- large hallway and extra large walking double closet. Fresh paint and new laminate floor noted. New led light fixtures noted.**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( **X** llc ) ( \_\_\_\_\_ )

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AVID REVISED 11/13 (PAGE 2 OF 3)

Reviewed by llc Date **6/21/2017**



**4 Commodore Dr, D325**

Property Address: **Emeryville, California 94608**

Date: **June 20 2017**

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # **D325**.

Other Room: **Linen closet in the hallway into the bedrooms, fresh paint noted. New door handles.**

Other: **All new stainless steel door handles throughout the condo. Except entry door (HOA standard)**

Other: **Buyer strongly advised to get property inspection by licensed inspector.**

Other: **Condominium govern by Watergate Community Association, buyer advised to read and approve the HOA document package.**

Garage/Parking (excluding common areas): **Deeded 1 car garage under the building #130  
Laundry room on the second floor, coin operated, outside lounge with fountain noted.**

Exterior Building and Yard -Front/Sides/Back : **Balcony view to courtyard, Pool, Jacuzzi and Club Room. View of Mountains, lots of greenery around. Balcony- fresh paint noted, some areas of railing wear and tear noted. Sliding double door some wear and tear noted. Sliding door lock is hard to close.**

Other Observed or Known Conditions Not Specified Above:

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the Inspection)

**Sabina Alieva-Girsh**

By *Sabina Alieva-Girsh*

Date **06/20/2017**

(Signature of Associate Licensee or Broker)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

DocuSigned by: *Alex Girsh* Date **6/21/2017**  
SELLER X *Alex Girsh* **Alex Girsh** Date \_\_\_\_\_  
SELLER *Alex Girsh* Date \_\_\_\_\_  
BUYER Date \_\_\_\_\_  
BUYER Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller)

**Renovation Design Realty, Inc**

By *Sabina Alieva-Girsh*

(Associate Licensee or Broker Signature)

Date **06/20/2017**

Real Estate Broker (Firm Representing Buyer)

By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

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Reviewed by *Alex Girsh* Date **6/21/2017**



AVID REVISED 11/13 (PAGE 3 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 3 OF 3)



4 Commodore Dr #D325, EMERYVILLE 94608

Beds: 2 Baths: 2

Source: East Bay Recip

\$659,000

MLS#: MR40785902



**Property Overview**

4 COMMODORE DR #D325  
EMERYVILLE 94608  
Area 2500: Emeryville  
County: Alameda  
Class 1.2: Condominium  
Status: Active  
Parcel #: 491-529-274

**Remarks**

Rare condominium in a resort style Watergate Community! This two bedroom, two bath unit is one of the largest corner serene units in the complex. Flawless floor plan offers brand new laminate floors throughout the condo and new tile in the kitchen and the bathrooms. All new kitchen appliances, stylish new cabinets with marble countertops. Fresh paint. Both bathrooms were completely remodeled with new vanities, toilets upgraded to new required standards. New light fixtures and light switches. The kitchen a

**Details**

Beds: 2  
Baths: 2  
SqFt: 1,211 (Public Records)  
Lot Size: 10,500 SqFt (—)  
Yr Built: 1973 (—)  
Age: 44

**School**

Elem: —  
Middle: —  
High: —

**School District**

Elem: Emeryville (510) 655-6936  
High: Emeryville (510) 655-6936

**Pricing & Dates**

List Price: \$659,000  
Sale Price: —  
Contract Date: —  
COE Date: —

**Map**

X-street: Powell  
Directions: Powell Street make a right on Commodore

**Property Features**

**Amenities**

Elevator(s)/Lift(s)

**Bathrooms**

Tile  
Shower(s) over Tub(s)

**Bedroom**

**Building Type**

Condo

**Cooling**

Other

**Dining Room**

Dining Area

**Energy Saving Features**

**Family Room**

**Fireplace**

None

**Garage/Parking**

Garage: 1 Car(s)  
Guest / Visitor Parking  
Below Building

**Heating**

Individual Room Controls  
Electric  
Baseboard

**Kitchen**

Oven - Self Cleaning  
Refrigerator (s)

**Living Room**

**Lot**

Pond On Site  
Boat Dock  
Bayfront

**Pool**

Cover  
Pool - Yes

**Roof**

Other

**Security Features**

Secured Garage/Parking  
Security Gate

**Special Features**

Wheelchair Ramp(s)  
Wide Halls/Doors (3 ft+)

**Stories**

Building Height: 3+  
Three or More Stories

**View**

Mountains  
Hills

**Yards/Grounds**

Patio(s) - Covered

Listed by Sabina Alieva, Renovation Design Realty, Inc.

**Presented by**

\*\* Information contained on this report is desgned for accuracy but is not guaranteed \*\*





WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 4 Commodore Dr, D325, Emeryville, California 94608

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord signature and name Alex Girsh, Date 6/22/2017. Seller/Landlord signature and name, Date.

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant signature and name, Date. Buyer/Tenant signature and name, Date.

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller/Landlord signature and name Alex Girsh, Date 6/22/2017. Seller/Landlord signature and name, Date.

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant signature and name, Date. Buyer/Tenant signature and name, Date.

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WHSD REVISED 11/10 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)



Renovation Design Realty  
**Disclosure Regarding Cellular Antennas**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

**Several cellular telephone companies and their contractors are exploring the infill addition of cellular antennas in residential neighborhoods.**

If the installation of cellular antennas is of concern, you are urged to contact the city for information concerning any planned cellular antennae installations near the subject property.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



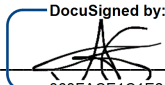
**Renovation Design Realty**  
**Document Retention Policy**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

The California Department of Real Estate (“DRE”) requires that real estate brokers retain their clients’ transaction files for a minimum of three (3) years. In compliance with those regulations, Renovation Design Realty Inc. shall retain copies of files for no less than three (3) years from the close of escrow. However, Renovation Design Realty Inc. shall retain those files electronically and intends to shred all original documents. Renovation Design Realty Inc. shall also send our client their files on a flash drive after closing for clients’ own use.

By signing below, I agree that my documents may be saved electronically and the original documents shredded to protect my privacy. Renovation Design Realty Inc. shall take responsible efforts to protect all private documents within those files.

I hereby acknowledge this Document Retention Policy and permit Renovation Design Realty Inc. to destroy original documents and store my file electronically.

Seller:  \_\_\_\_\_ Date: 6/22/2017  
DocuSigned by:  
363FACE1C1E24FE...

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



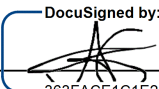
Renovation Design Realty Inc.  
**California Drought Advisory**

**Subject Property:** 4 Commodore Dr., D325, Emeryville CA 94608

The State of California has serious droughts from time to time. Municipalities throughout the state can implement, in some cases, mandatory water restrictions. Regulations and penalties can vary city to city and county to county.

Buyers are encouraged to obtain information pertaining to the regulations that may be implemented in the city and county for which the property is located.

Landscape watering is a significant percentage of water usage. The seller will be abiding by any regulations and will make every good faith effort to avoid damage to the landscaping because of the mandatory restrictions. Buyer agrees to hold seller harmless for any damage to the landscaping because of any restrictions.

Seller:  \_\_\_\_\_ Date: 6/22/2017

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



Renovation Design Realty

**ADVISORY REGARDING COMPLETEING DOCUMENTS ELECTRONICALLY**

**PLEASE READ THE FOLLOWING IMPORTANT INFORMATION REGARDING SIGNING DOCUMENTS ELECTRONICALLY.**

**During a real estate listing and/or real estate sale transaction you may be asked to sign various documents electronically if you are willing to use that method. Because of the nature of electronic documents, it is possible to skip from one signature line to the next, making it easy to ignore the language of the paragraph(s) to which a signature or initials apply. Because of this feature of electronic signatures it is important that you read and understand the following recommendations:**

- 1. **PLEASE READ EACH DOCUMENT:** It is important that you read and understand each transaction document prior to initialing any paragraphs or pages or signing the document where indicated. You should take the time to thoroughly read through each document and make sure that you understand what you are signing, just as you should do if you were signing paper versions of these documents.
- 2. **TAKE YOUR TIME:** Although there may be a temptation to just skip from one place indicated for your signature to the next because of the convenient way that electronic documents are formatted, please **TAKE YOUR TIME.** Review the entire document before initialing or signing it.
- 3. **OPTIONAL SIGNATURES OR INITIALS:** If there is an indication that a signature or initial is optional, such as for the Liquidated Damages and Arbitration paragraphs, please take your time to consider whether you want to sign/initial any of those paragraphs to make it a part of the contract.
- 4. **MORE THAN ONE SIGNER:** If more than one person is required to sign the documents, it is essential that each party separately affix their signatures where indicated on each document.

**QUESTIONS OR CONCERNS: If you have any questions or concerns it is important that you call or email your real estate professional or if you need legal, tax or insurance advice, be certain to consult the appropriate professional(s).**

**I acknowledge receipt and I have carefully read this Advisory.**

Seller:  \_\_\_\_\_ Date: 6/22/2017

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



Renovation Design Realty  
**Advisory/Disclosure Regarding Building Permits,  
Non-Permitted Construction**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

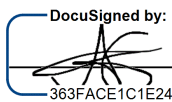
Many residential properties bought and sold locally are to some extent out of compliance with building permits and Uniform Building Code requirements. Some such violations are minor and inconsequential, posing little or no risk or concern to owner; some have a potential for greater concern. Some non-permitted items of construction or repair add value to property, while others will adversely affect value.

It is therefore worthwhile for Buyer to understand that there are potential risks in purchasing any property on which unpermitted or non-complying work has been done, and to seek sufficient information that will enable Buyer to decide whether to assume those risks, which include, without limitation:

1. The risk that a city or county agency may require, at Buyer's expense, the remediation or removal of the unpermitted or non-complying item, may prohibit its use as habitable living space," or may deny permits for other unrelated building projects at the Property.
2. The risk that the Property may be in violation of zoning, use, and/or occupancy limit ordinances (e.g., by existence of an illegal "in-law" unit), requiring removal or discontinued use.
3. The risk that homeowner's insurance coverage might be made unavailable or that, even if coverage is obtained, homeowner claims might be denied and/or coverage cancelled.

Buyer has the right to seek an examination and analysis of the Property's building permit file, the contents of which may indicate whether structural modifications and other items of construction were done with benefit of properly issued building permits which were duly "finalized" (i.e., written verification of a successful final inspection by an appropriate city or county official has been obtained). Seller and Agent strongly urge Buyer to exercise this right.

Since permit documentation varies among cities and counties, and since such documentation and entries made thereon are often subject to interpretation, Seller and Agent strongly recommends that Buyer engage and rely on a construction professional (and not on the real estate agents) for property examination and analysis of the permit file's contents. Buyer acknowledges that some building permit file documentation may be incomplete, illegible, incorrect or missing and that a permit review may or may not accurately establish the Property's true permit history or status, which, in fact, may never be fully ascertainable for certain. The construction professional may recommend further research.

Seller:  \_\_\_\_\_  
363FACE1C1E24FE...

Date: 6/22/2017

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



Renovation Design Realty  
**Re-Keying Advisory**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

All locks **SHOULD BE RE-KEYED** immediately upon the close of escrow as to ensure the buyer(s) safety and security as well as their personal belongings.

Alarms, if any, should be serviced by professionals and codes should be changed.

Garage door openers and remotes should be re-coded.

The buyer(s) agree to release Renovation Design Realty Inc., their agents, and the seller from any liability whether directly or indirectly of any damage or theft to any personal or real property.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



Renovation Design Realty  
**Insurance Claim Disclosure**

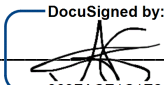
**Subject Property:** 4 Commodore dr D325, Emeryville CA

Seller has made no insurance claims on the above referenced property within the last five (5) years.

Seller has made the following insurance claims on the above referenced property.

NATURE OF CLAIM	DATE	ACTION TAKEN

Receipt of this disclosure is acknowledged:

Seller:  \_\_\_\_\_  
363FACE1C1E24FE...

Date: 6/21/2017

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_





Renovation Design Realty  
**Buyers Mold Advisory**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

Buyer is advised of the possible presence of mold, fungi, spores, and other allergens within properties. These substances may be visible on surfaces, invisible in the air, or exist in hidden areas such as between walls and behind appliance such as dishwashers and refrigerators. Many may cause allergic-type reactions; others may be toxic. Accordingly, buyer is advised to do the following:

- 1) Real Estate Transfer Disclosure Statement (TDS): If you receive a TDS in the transaction, please read the entire TDS, but pay particular attention to the following questions in Section C which asks "Are you (Seller) aware of any of the following:
  - 1. Substances...such as mold on the subject property.
  - 8. Flooding, drainage or grading problems.
  - 9. Major damage to the property or any of the structures from floods.

**Be aware that a "No" answer by a Seller may merely mean that Seller is unaware whether that condition exists.**

- 2) Insurance Claims: Make note of any disclosure from Seller regarding prior insurance claims that involve mold, or water intrusion or damage.
- 3) Homeowners Guide to Earthquake Safety & Environmental Hazards: When you receive this Guide, read the whole booklet, and pay particular attention to Section VI entitled "Mold." At the end of that section is a list of other publications and resources for further information molds and their effects.
- 4) Mold Inspections. Buyer is advised to raise any questions you may have with your home inspector, or with your agent who will direct you to the appropriate professional.

**We recommend that you have a mold inspection by a qualified mold inspector as a part of your investigation of the property, and satisfy the existence, extend and removal of mold prior to removing your inspection contingency.**

NOTE: REAL ESTATE AGENTS ARE NOT QUALIFIED TO GIVE ADVICE REGARDING MOLD OR OTHER ENVIRONMENTAL HAZARDS.

Seller:  \_\_\_\_\_ Date: 6/22/2017

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



Renovation Design Realty  
**Noise and Odor Advisory**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

1. Noise levels and types of noise that bother others may be acceptable to others. Factors that can impact these subjective issues include, but are not limited to, various types of trains, buses, light rail, BART, freeways, nearby farming industry, construction, neighbors, animals and other causes.
2. Three international airports, several municipal and private airports and Moffett Field, also serve the Bay Area. Aircraft fly over virtually all residential areas creating noise levels that vary depending on the aircraft type, size, altitude, time of flight, weather conditions and on the property's proximity to airports and flight paths.
3. Local amenities, facilities and services which add to the richness of the community may also produce noise at various times including, but not limited to, theaters, flea markets, farmers markets, schools, parks, churches, golf courses and ball fields.
4. Some coastal properties may be impacted by tsunami warning systems.
5. Odor levels and types of odors that bother others may be acceptable to others.

Buyers should visit the Property at various days and times to personally determine noise and odor levels; Buyers should also contact the respective transportation agencies to determine whether potential noise levels are acceptable to Buyers and/or will impact the value, development, use and future enjoyment of the property.

Buyers hereby acknowledge receipt of this Noise and Odor Advisory.

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_



Renovation Design Realty

## Square Footage and Acreage Advisory

**Subject Property:** 4 Commodore, D325, Emeryville, CA

According to the indicated Source(s), the Property has approximately  
1211 • Square Feet; \_\_\_\_\_ • Acres; Source: Public Records  
 \_\_\_\_\_ • Square Feet; \_\_\_\_\_ • Acres; Source: \_\_\_\_\_  
 \_\_\_\_\_ • Square Feet; \_\_\_\_\_ • Acres; Source: \_\_\_\_\_

Regarding the above number(s), Buyer is advised that:

1. **THE NUMBERS ARE NOT VERIFIED:** Agents cannot verify the accuracy of these numbers, and neither agents nor seller have or will verify these numbers.
2. Different sources may show different square footages or acreage for a property.
3. Public records may be, and often are, inaccurate.
4. Different appraisers may, and often do, report different square footage numbers.
5. Any estimates provided to Buyer of cost per square foot, or cost per acre, based on the above numbers, or provided to Buyer from any other source, are based on unverified numbers and must be independently verified.
6. Fences and retaining walls do not necessarily determine boundary lines. The only way to accurately determine acreage and boundary lines is to have survey of the property completed by a qualified surveyor or engineer.

If the square footage or acreage of the Property is an important consideration in Buyer's decision to purchase the Property, or in determining what price to pay for the Property, Buyer agrees to independently conduct Buyer's own investigation through appropriate professionals and rely solely on those numbers.

Receipt of this Advisory is acknowledged:

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



PARKING AND STORAGE DISCLOSURE (C.A.R. Form PSD, 11/12)

This disclosure is made in connection with the Residential Purchase Agreement or [ ] other dated [ ] on property known as 4 Commodore Dr, D325 ("Property") between [ ] ("Buyer/Tenant") and Alex Girsh ("Seller/Landlord")

- 1. Buyer/Tenant is advised to personally inspect the actual size, shape, numbering, location, and accessibility of the actual parking space(s) or storage area(s).
2. the Property is located in a multi-unit building or any other planned development, the governing documents for the Property, such as the deed, the condominium map, the covenants, conditions and restrictions, tenancy-in-common agreement, or equivalent document, should contain a description and drawing of all assigned parking and storage spaces.
3. Buyer/Tenant acknowledges that Buyer/Tenant has: Reviewed the governing documents and ensured the parking space(s) or storage area(s) are accurately identified; Read all disclosures relating to the parking space(s) or storage area(s) provided by Seller/Landlord; Personally inspected the size, shape, numbering, location, and accessibility of the actual parking space(s) and storage area(s); Determined that the parking spaces(s) or storage area(s) are suitable for Buyer's/Tenant's intended use(s). If it is a parking space, Buyer/Tenant has inspected the parking space to ensure that it can accommodate the vehicle(s) that Buyer/Tenant intends to park in the parking space; Ensured that the governing documents provide for rights of passage to and from the parking space and storage space, if Buyer/Tenant must pass through another owner's assigned space(s) in order to access Buyer's/Tenant's parking space(s) or storage area(s); and Has found no discrepancy between the parking space(s) or storage area(s) as shown in the governing documents and the respective actual size, shape, numbering, location, and accessibility or, if Buyer/Tenant has found such a discrepancy, Buyer/Tenant acknowledges that such discrepancy is not material to this purchase or lease.

By signing below, Buyer acknowledges Buyer has received, read, and understands this Parking and Storage Disclosure form.

Date: [ ] Date: [ ] BUYER/TENANT [ ] BUYER/TENANT [ ]

(Print name) (Print name)

(Address)

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Reviewed by [ ] Date [ ]



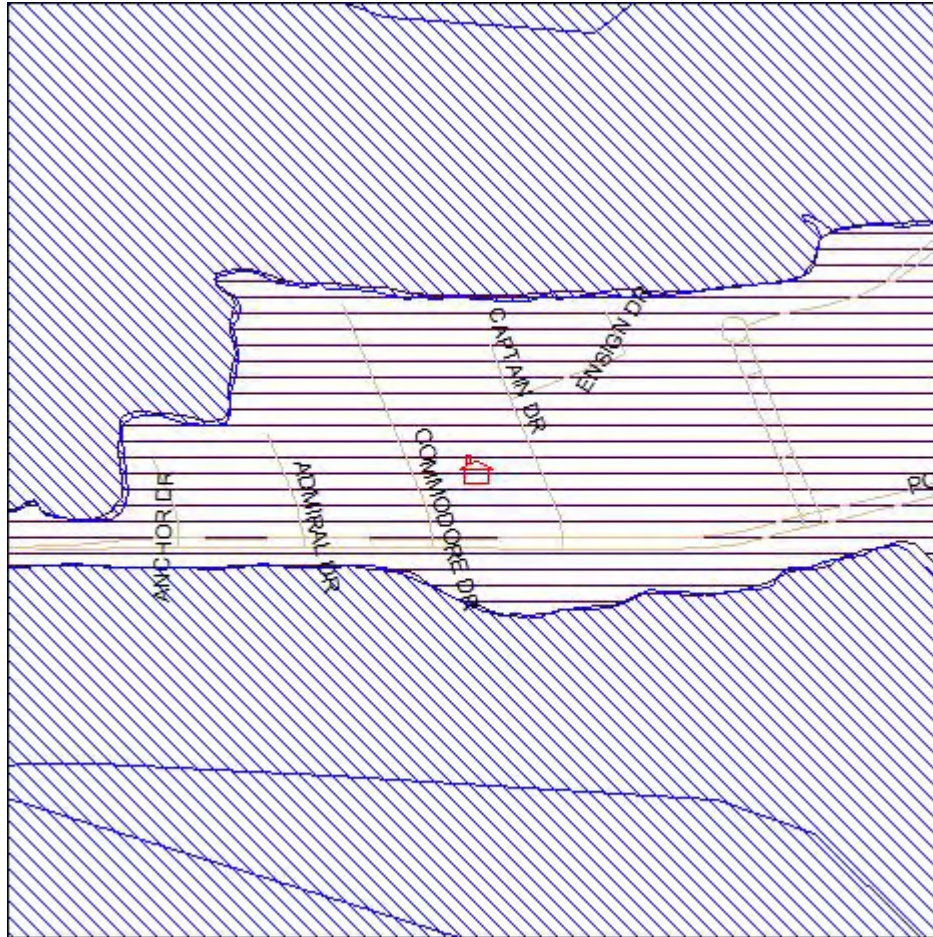


# Map of Statutory Natural Hazards For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

## Map of Statutory Natural Hazard Zones



DocuSigned by:  
  
363FACE1C1E24FE...

Alex Girsh

6/20/2017

Subject Property

	Special Flood Hazard Area
	Area of Potential Flooding, Dam Failure
	Very High Fire Hazard Severity Zone
	Wildland Area, Substantial Forest Fire Risk
	Earthquake Fault Zone
	Seismic Hazard Zone, Landslide
	Seismic Hazard Zone, Liquefaction



**This map is provided for convenience only to show the approximate location of the Property and is not based on a field survey.**

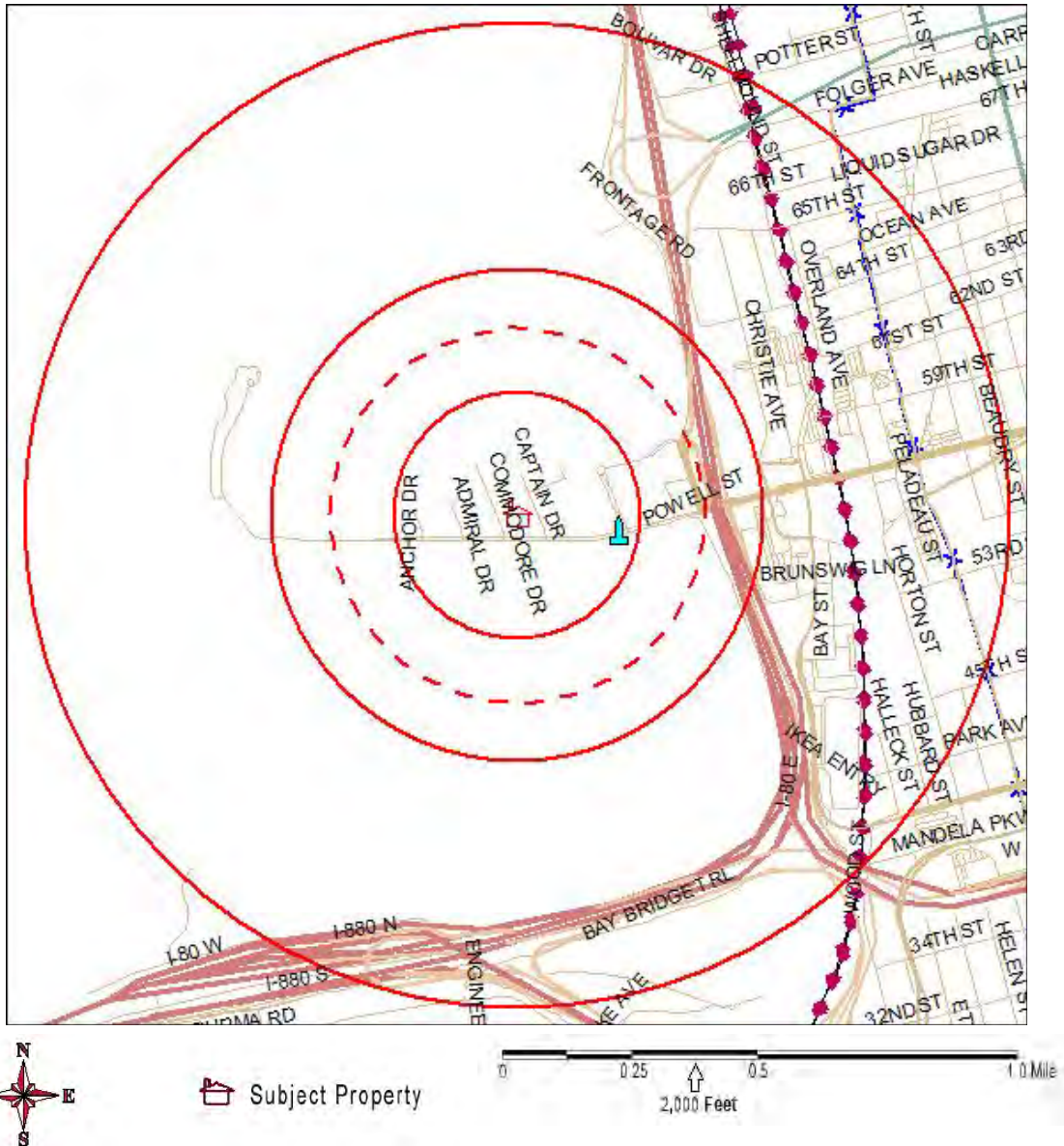


## Map of Environmental Hazard Sites For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

### Map of Environmental Hazard Sites



NOTE: The foregoing map may show more sites than are reported in the listing below. The map shows all sites found within the square coverage area. The listing below reports only those sites found within the standard radius search distance for the database listed, which covers a smaller area. Sites outside of that standard radius search distance are not listed below. The standard radius search distances for point sources are defined by the U.S. Environmental Protection Agency's "All Appropriate Inquiries" (AAI) guidelines. The AAI standard search distance differs between database categories, depending upon degree of potential hazard. Pipeline search distance (2,000 feet, red dashed circle on map) complies with U.S. bill H.R. 22 (Speier). See section called "Explanation of Databases Used" for the actual standard search distance used for each database category.

	(NPL) Federal National Priorities List or "Superfund" Sites		(SWIS) Solid Waste Landfill Facilities
	(RCRA COR) Corrective Action Sites		(SLIC) Spills, Leaks, Investig. & Cleanup
	(LUST) Leaking Underground Storage Tanks		California EnviroStor State Response Sites
	Oil or Gas Well		Gas Transmission Pipelines (Approximate)
	Hazardous Liquid Pipelines (Approximate)		



JCP-LGS Residential Property Disclosure Reports

Natural Hazard Disclosure (NHD) Report For ALAMEDA County

Property Address: 4 COMMODORE DR #D325 EMERYVILLE, ALAMEDA COUNTY, CA 94608 ("Property")

APN: 049-1529-274 Report Date: 06/19/2017 Report Number: 2120606

Statutory Natural Hazard Disclosure ("NHD") Statement and Acknowledgment of Receipt

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the Property.

The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the State. THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency

Yes \_\_\_ No [X] Do not know and information not available from local jurisdiction \_\_\_

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.

Yes \_\_\_ No [X] Do not know and information not available from local jurisdiction \_\_\_

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this Property is subject to the maintenance requirements of Section 51182 of the Government Code.

Yes \_\_\_ No [X]

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISK AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this Property is subject to the maintenance requirements of Section 4291 of the Public Resources Code.

Yes \_\_\_ No [X]

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.

Yes \_\_\_ No [X]

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.

Yes (Landslide Zone) \_\_\_ Yes (Liquefaction Zone) [X]

No \_\_\_ Map not yet released by state \_\_\_

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor(s) Date 6/20/2017 Signature of Transferor(s) Date

Signature of Agent Date Signature of Agent Date

[ ] Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).

[X] Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4.

Third-Party Disclosure Provider(s) FIRST AMERICAN PROFESSIONAL REAL ESTATE SERVICES, INC. OPERATING THROUGH ITS JCP-LGS DIVISION. Date 19 June 2017

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction.

Signature of Transferee(s) Date Signature of Transferee(s) Date

TRANSFEREE(S) REPRESENTS ABOVE HE/SHE HAS RECEIVED, READ AND UNDERSTANDS THE COMPLETE JCP-LGS DISCLOSURE REPORT DELIVERED WITH THIS SUMMARY:

- A. Additional Property-specific Statutory Disclosures: Former Military Ordnance Site, Commercial/Industrial Use Zone, Airport Influence Area, Airport Noise, San Francisco Bay Conservation and Development District Jurisdiction (in S.F. Bay counties only), California Energy Commission Duct Sealing Requirement, Notice of Statewide Right to Farm, Notice of Mining Operations, Sex Offender Database (Megan's Law), Gas and Hazardous Liquid Transmission Pipeline Database.
B. Additional County and City Regulatory Determinations as applicable: Airports, Avalanche, Blow Sand, Coastal Zone, Dam/Levee Failure Inundation, Debris Flow, Erosion, Flood, Fault Zone, Fire, Groundwater, Landslide, Liquefaction, Methane Gas, Mines, Naturally Occurring Asbestos, Redevelopment Area, Right to Farm, Runoff Area, Seiche, Seismic Shaking, Seismic Ground Failure, Slope Stability, Soil Stability, Subsidence, TRPA, Tsunami.
C. General advisories: Methamphetamine Contamination, Mold, Radon, Endangered Species Act, Abandoned Mines, Oil & Gas Wells, Tsunami Maps (coastal only), Wood-burning fireplaces.
D. Additional Reports - Enclosed if ordered: (1) PROPERTY TAX REPORT (includes state-required Notices of Mello-Roos and 1915 Bond Act Assessments, and Notice of Supplemental Property Tax Bill, (2) ENVIRONMENTAL SCREENING REPORT (discloses Transmission Pipelines, Contaminated Sites, and Oil & Gas Wells). Enclosed if applicable: Local Addenda.
E. Government Guides in Combined Booklet with Report. Refer to Booklet: (1) ENVIRONMENTAL HAZARDS: "A Guide for Homeowners, Buyers, Landlords and Tenants"; (2) EARTHQUAKE SAFETY: "The Homeowners Guide To Earthquake Safety" and included "RESIDENTIAL EARTHQUAKE HAZARDS REPORT FORM"; (3) LEAD-BASED PAINT: "Protect Your Family From Lead In Your Home"; (4) BRIEF GUIDE TO MOLD, MOISTURE AND YOUR HOME; (5) WHAT IS YOUR HOME ENERGY RATING? Government Guides are also available on the Company's "Electronic Bookshelf" at http://www.disclosures.com/.



# Contents For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

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## Summary of Disclosure Determinations For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

### PROPERTY DISCLOSURE SUMMARY - READ FULL REPORT

Statutory NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Flood		<b>X</b>		NOT IN a Special Flood Hazard Area. The Property is IN a FEMA-designated Flood Zone(s) X.	<a href="#">7</a>
Dam		<b>X</b>		NOT IN an area of potential dam inundation.	<a href="#">7</a>
Very High Fire Hazard Severity		<b>X</b>		NOT IN a very high fire hazard severity zone.	<a href="#">8</a>
Wildland Fire Area		<b>X</b>		NOT IN a state responsibility area.	<a href="#">8</a>
Fault		<b>X</b>		NOT IN an earthquake fault zone designated pursuant to the Alquist-Priolo Act.	<a href="#">9</a>
Landslide		<b>X</b>		NOT IN an area of earthquake-induced land sliding designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">9</a>
Liquefaction	<b>X</b>			IN an area of potential liquefaction designated pursuant to the Seismic Hazard Mapping Act.	<a href="#">9</a>

County-level NHD Determinations	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Fault		<b>X</b>		NOT WITHIN one-eighth of one mile (660 feet) of a mapped Fault that is not bounded by a regulatory fault zone.	<a href="#">11</a>
Landslide		<b>X</b>		NOT IN a mapped Landslide deposit larger than 200 feet.	<a href="#">11</a>
Fire		<b>X</b>		NOT IN a mapped Fire Hazard Severity Zone in SRA rated Very High, High, or Moderate.	<a href="#">12</a>
Liquefaction	<b>X</b>			IN a mapped area with a Very High Liquefaction Susceptibility rating.	<a href="#">11</a>
Tsunami	<b>X</b>			IN a mapped Tsunami Inundation Area.	<a href="#">12</a>

Additional Statutory Disclosures	IN	NOT IN	Map N/A*	Property is:	NHD Report page:
Former Military Ordnance		<b>X</b>		NOT WITHIN one mile of a formerly used ordnance site.	<a href="#">15</a>
Commercial or Industrial	<b>X</b>			WITHIN one mile of a property zoned to allow commercial or industrial use.	<a href="#">15</a>
Airport Influence Area		<b>X</b>		NOT IN an airport influence area.	<a href="#">16</a>
Airport Noise Area for 65 Decibel		<b>X</b>		NOT IN a delineated 65 dB CNEL or greater aviation noise zone.	<a href="#">17</a>
Bay Conservation and Development Commission		<b>X</b>		NOT IN an area that is within the jurisdiction of the San Francisco Bay Conservation and Development Commission.	<a href="#">18</a>
California Energy Commission	<b>X</b>			IN a climate zone where properties are usually subject to duct sealing and testing requirements	<a href="#">19</a>
Right to Farm Act		<b>X</b>		NOT IN a one mile radius of designated Important Farmland.	<a href="#">20</a>
Notice of Mining Operations		<b>X</b>		NOT IN a one mile radius of a mapped mining operation that requires a statutory "Notice of Mining Operation" be provided in this Report:	<a href="#">21</a>

General Advisories	Description	NHD Report page:
Registered Sex Offender Data Base (Megan's Law) Notice	Provides an advisory required pursuant to Section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public.	<a href="#">22</a>
Gas and Hazardous Liquid Transmission Pipeline Database Notice	Provides a notice required pursuant to Section 2079.10.5(a) of the Civil Code. Information about transmission pipeline location maps is made available to the public.	<a href="#">23</a>
Methamphetamine Contamination	Provides an advisory that a disclosure may be required pursuant to the "Methamphetamine Contaminated Property Cleanup Act of 2005".	<a href="#">24</a>
Mold	Provides an advisory that all prospective purchasers of residential and commercial property should thoroughly inspect the subject property for mold and sources for additional information on the origins of and the damage caused by mold.	<a href="#">25</a>



## Summary of Disclosure Determinations For ALAMEDA County

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General Advisories	Description	NHD Report page:
Radon	Provides an advisory on the risk associated with Radon gas concentrations.	<a href="#">26</a>
Endangered Species	Provides an advisory on resources to educate the public on locales of endangered or threatened species.	<a href="#">26</a>
Abandoned Mines	Provides an advisory on resources to educate the public on the hazards posed by, and some of the general locales of, abandoned mines.	<a href="#">27</a>
Oil and Gas Wells	Provides an advisory on the potential existence of oil and gas wells and sources for additional general and/or specific information.	<a href="#">27</a>
Tsunami Map Advisory	Provides an advisory about maximum tsunami inundation maps issued for jurisdictional emergency planning.	<a href="#">28</a>
Residential Fireplace Disclosure	Provides disclosure of restrictions on the use of wood-burning fireplaces imposed by the Bay Area Air Quality Management District.	<a href="#">29</a>

Property Tax Determinations	IS	IS NOT	Property is:	Tax Report page:
Mello-Roos Districts		<b>X</b>	NOT SUBJECT TO a Mello-Roos Community Facilities District.	<a href="#">31</a>
1915 Bond Act Districts		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District.	<a href="#">31</a>
Other Direct Assessments	<b>X</b>		SUBJECT TO one or more other direct assessments.	<a href="#">32</a>
SRA Fire Prevention Fee		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure).	<a href="#">37</a>

Environmental Screening	IS	IS NOT	Property is:	Environmental Report page:
Leaking Underground Storage Tanks	<b>X</b>		WITHIN one-quarter mile of a known leaking underground storage tank.	<a href="#">44</a>
Superfund or RCRA Corrective Action Site		<b>X</b>	NOT WITHIN one mile of a Superfund or RCRA Corrective Action site.	<a href="#">43</a>
Other sites in databases screened		<b>X</b>	NOT WITHIN one-half mile of sites other than those above that are listed in the databases searched.	<a href="#">43</a>
Oil and Gas Wells		<b>X</b>	NOT WITHIN one-quarter mile of a mapped oil or gas well(s).	<a href="#">41</a>
Underground Transmission Pipelines		<b>X</b>	NOT WITHIN 2,000 feet of a gas transmission or hazardous liquid pipeline(s) depicted in the National Pipeline Mapping System.	<a href="#">42</a>

Determined by First American Professional Real Estate Services, Inc.

**For more detailed information as to the foregoing determinations, please read this entire Report.**



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# Natural Hazard Disclosure Report

## Part 1. State Defined Natural Hazard Zones

### Statutory Natural Hazard Disclosures

Section 1103 of the California Civil Code mandates the disclosure of six (6) natural hazard zones if the Property is located within any such zone. Those six "statutory" hazard zones, disclosed on the **Natural Hazard Disclosure Statement** ("NHDS") on Page one of this Report, are explained below. Note that the NHDS does not provide for informing buyers if a property is only partially within any of the delineated zones or provide additional flood zone information which could be very important to the process. The following summary is intended to give buyers additional information they may need to help them in the decision-making process and to place the information in perspective.

### SPECIAL FLOOD HAZARD AREA

**DISCUSSION:** Property in a Special Flood Hazard Area (any type of Zone "A" or "V" as designated by the Federal Emergency Management Agency ("FEMA")) is subject to flooding in a "100-year rainstorm." Federally connected lenders require homeowners to maintain flood insurance for buildings in these zones. A 100-year flood occurs on average once every 100 years, but may not occur in 1,000 years or may occur in successive years. According to FEMA, a home located within a SFHA has a 26% chance of suffering flood damage during the term of a 30-year mortgage. Other types of flooding, such as dam failure, are not considered in developing these zones. Flood insurance for properties in Zones B, C, D, X, X500, and X500\_Levee is available but is not required.

**Zones A, AO, AE, AH, AR, A1-A30:** Area of "100-year" flooding - a 1% or greater chance of annual flooding.

**Zones V, V1-V30:** Area of "100-year" flooding in coastal (shore front) areas subject to wave action.

**Zone B:** Area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zones C, D:** NOT IN an area of "100-year" flooding. Area of minimal (Zone C) or undetermined (Zone D) flood hazard.

**Zones X:** An area of minimal flood risk. These are areas outside the "500" year flood-risk level.

**Zone X500:** An area of moderate flood risk. These are areas between the "100" and "500" year flood-risk levels.

**Zone X500\_LEVEE:** An area of moderate flood risk that is protected from "100-year flood" by levee and that is subject to revision to high risk (Zone A) if levee is decertified by FEMA.

**Zone N:** Area Not Included, no flood zone designation has been assigned or not participating in the National Flood Insurance Program.

**Notice:** The Company is not always able to determine if the Property is subject to a FEMA Letter of Map Revision ("LOMR") or other FEMA letters of map change. If Seller is aware that the Property is subject to a LOMR or other letters of map change, the Seller shall disclose the map change and attach a copy of the FEMA letter(s) to the Report. Contact FEMA at <http://msc.fema.gov> for additional information.

For more information about flood zones, visit:

[http://www.floodsmart.gov/floodsmart/pages/flooding\\_flood\\_risks/defining\\_flood\\_risks.jsp](http://www.floodsmart.gov/floodsmart/pages/flooding_flood_risks/defining_flood_risks.jsp)

**PUBLIC RECORD:** Official Flood Insurance Rate Maps ("FIRM") compiled and issued by the Federal Emergency Management Agency ("FEMA") pursuant to 42 United States Code §4001, et seq.

### AREA OF POTENTIAL FLOODING (DAM FAILURE)

**DISCUSSION:** Local governmental agencies, utilities, and owners of certain dams are required to prepare and submit inundation maps for review and approval by the California Office of Emergency Services ("OES"). A property within an Area of Potential Flooding Caused by Dam Failure is subject to potential flooding in the event of a sudden and total dam failure with a full reservoir. Such a failure could result in property damage and/or personal injury. However, dams rarely fail instantaneously and reservoirs are not always filled to capacity. Please note that not all dams (such as federally controlled dams) located within the state have been included within these dam inundation zones. Also these maps do not identify areas of potential flooding resulting from storms or other causes.

**PUBLIC RECORD:** Official dam inundation maps or digital data thereof made publicly available by the State of California Office of Emergency Services ("OES") pursuant to California Government Code §8589.5.



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### VERY HIGH FIRE HAZARD SEVERITY ZONE (VHFHSZ)

**DISCUSSION:** VHFHSZs can be defined by the California Department of Forestry and Fire Protection ("Calfire") as well as by local fire authorities within "Local Responsibility Areas" where fire suppression is the responsibility of a local fire department. Properties located within VHFHS Zones may have a higher risk for fire damage and, therefore, may be subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices. Contact the local fire department for a complete list of requirements and exceptions.

**PUBLIC RECORD:** Maps issued by Calfire pursuant to California Government Code § 51178 recommending VHFHSZs to be adopted by the local jurisdiction within its Local Responsibility Area, or VHFHSZs adopted by the local jurisdiction within the statutory 120-day period defined in California Government Code § 51179.

### WILDLAND FIRE AREA (STATE RESPONSIBILITY AREA)

**DISCUSSION:** The State Board of Forestry classifies all lands within the State of California based on various factors such as ground cover, beneficial use of water from watersheds, probable damage from erosion, and fire risks. Fire prevention and suppression in all areas which are not within a Wildland - State Responsibility Area ("WSRA") is primarily the responsibility of the local or federal agencies, as applicable.

For property located within a WSRA, please note that (1) there may be substantial forest fire risks and hazards; (2) except for property located within a county which has assumed responsibility for prevention and suppression of all fires, it is NOT the state's responsibility to provide fire protection services to any building or structure located within a WSRA unless the Department has entered into a cooperative agreement with a local agency; and (3) the property owner may be is subject to (i) additional construction requirements such as a "Class A" roof for new construction or replacement of existing roofs; and (ii) additional maintenance responsibilities such as adequate vegetation clearance near the structure, spark screens on chimneys and stovepipes, leaf removal from roofs, and other basic fire-safety practices.

The existence of local agreements for fire service is not available in the Public Record and, therefore, is not included in this disclosure. For very isolated properties with no local fire services or only seasonal fire services there may be significant fire risk. If the Property is located within a WSRA, please contact the local fire department for more detailed information.

**PUBLIC RECORD:** Official maps issued by the California Department of Forestry and Fire Protection ("Calfire") pursuant to California Public Resources Code § 4125.

### SRA Fire Prevention Benefit Fee Advisory

On January 23, 2012, the State Board of Forestry and Fire Protection ("Board") adopted an emergency regulation that implements a Fire Prevention Benefit Fee ("Benefit Fee") imposed annually on property owners in wildland areas where the state has responsibility for providing fire protection. According to the adopted regulation, the Benefit Fee is one hundred fifty-two dollars and thirty-three cents (\$152.33) per habitable structure in the State Responsibility Area ("SRA"), including single-family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. The Board regulation is pursuant to Chapter 1.5 (commencing with Section 4210) to Part 2 of Division 4 of the Public Resources Code (also known as Assembly Bill X1 29). The regulation allows a fee reduction of thirty-five dollars (\$35.00) per habitable structure located in the SRA and within the boundaries of a local agency that provides fire protection services. For more information, please refer to "Part 6. State Responsibility Area Fire Prevention Fee" in the JCP-LGS Property Tax Report.



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### EARTHQUAKE FAULT ZONE

**DISCUSSION:** Earthquake Fault Zones are delineated and adopted by California as part of the Alquist-Priolo Earthquake Fault Zone Act of 1972. Property in an Earthquake Fault Zone ("EF Zone") does not necessarily have a fault trace existing on the site. EF Zones are areas or bands delineated on both sides of known active earthquake faults. EF Zones vary in width but average one-quarter (1/4) mile in width with the "typical" zone boundaries set back approximately 660 feet on either side of the fault trace. The potential for "fault rupture" damage (ground cracking along the fault trace) is relatively high only if a structure is located directly on a fault trace. If a structure is not on a fault trace, shaking will be the primary effect of an earthquake. During a major earthquake, shaking will be strong in the vicinity of the fault and may be strong at some distance from the fault depending on soil and bedrock conditions. It is generally accepted that properly constructed wood-frame houses are resistant to shaking damage.

**PUBLIC RECORD:** Official earthquake fault zone or special study zone maps approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2622.

### SEISMIC HAZARD MAPPING ACT ZONE

**DISCUSSION:** Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding. A property that lies partially or entirely within a designated SH Zone may be subject to requirements for site-specific geologic studies and mitigation before any new or additional construction may take place.

**Earthquake-Induced Landslide Hazard Zones** are areas where the potential for earthquake-induced landslides is relatively high. Areas most susceptible to these landslides are steep slopes in poorly cemented or highly fractured rocks, areas underlain by loose, weak soils, and areas on or adjacent to existing landslide deposits. The CGS cautions these maps do not capture all potential earthquake-induced landslide hazards and that earthquake-induced ground failures are not addressed by these maps. Furthermore, no effort has been made to map potential run-out areas of triggered landslides. It is possible that such run-out areas may extend beyond the zone boundaries. An earthquake capable of causing liquefaction or triggering a landslide may not uniformly affect all areas within a SH Zone.

**Liquefaction Hazard Zones** are areas where there is a potential for, or an historic occurrence of liquefaction. Liquefaction is a soil phenomenon that can occur when loose, water saturated granular sediment within 40 feet of the ground surface, are shaken in a significant earthquake. The soil temporarily becomes liquid-like and structures may settle unevenly. The Public Record is intended to identify areas with a relatively high potential for liquefaction but not to predict the amount or direction of liquefaction-related ground displacement, nor the amount of damage caused by liquefaction. The many factors that control ground failure resulting from liquefaction must be evaluated on a site specific basis.

**PUBLIC RECORD:** Official seismic hazard maps or digital data thereof approved by the State Geologist and issued by the California Department of Conservation, California Geological Survey pursuant to California Public Resources Code §2696.

**STATUTORY NATURAL HAZARD DISCLOSURE REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is located within any of the above zones as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within any of the above zones as delineated in the Public Record. Map Not Available shall be reported in areas not yet evaluated by the governing agency according to the Public Record. Please note that "MAP NOT AVAILABLE" will be applicable to most portions of the state. Official Seismic Hazard Zone ("SH Zone") maps delineate Areas of Potential Liquefaction and Areas of Earthquake-Induced Landsliding.



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### Part 2. County and City Defined Natural Hazard Zones

#### HAZARD MAPS IN THE LOCAL GENERAL PLAN

**General Plan regulates property development.** There are currently over 530 incorporated cities and counties in California. The state Government Code (Sections 65000 et seq.) requires each of those jurisdictions to adopt a comprehensive, long-term "General Plan" for its physical development. That General Plan regulates land uses within the local jurisdiction in order to protect the public from hazards in the environment and conserve local natural resources. The General Plan is the official city or county policy regarding the location of housing, business, industry, roads, parks, and other land uses.

**Municipal hazard zones can affect the cost of ownership.** Each county and city adopts its own distinct General Plan according to that jurisdiction's unique vegetation, landscape, terrain, and other geographic and geologic conditions. The "Safety Element" (or Seismic Safety Element) of that General Plan identifies the constraints of earthquake fault, landslide, flood, fire and other natural hazards on local land use, and it delineates hazard zones within which private property improvements may be regulated through the building-permit approval process, which can affect the future cost of ownership. Those locally regulated hazard zones are in addition to the federal and state defined hazard zones associated with statutory disclosures in the preceding section.

**City and/or County natural hazard zones explained below.** Unless otherwise specified, only those officially adopted Safety Element or Seismic Safety Element maps (or digital data thereof) which are publicly available, are of a scale, resolution, and quality that readily enable parcel-specific hazard determinations, and are consistent in character with those statutory federal or state disclosures will be considered for eligible for use as the basis for county- or city-level disclosures set forth in this Report. Please also note:

- If an officially adopted Safety Element or Seismic Safety Element map relies on data which is redundant of that used for state-level disclosures, this Report will indicate so and advise Report recipients to refer to the state-level hazard discussion section for more information.
- If an officially adopted Safety Element or Seismic Safety Element cites underlying maps created by another agency, those maps may be regarded as incorporated by reference and may be used as the basis for parcel-specific determinations if those maps meet the criteria set forth in this section.
- Because county- and city-level maps are developed independently and do not necessarily define or delineate a given hazard the same way, the boundaries for the "same" hazard may be different.

If one or more maps contained in the Safety Element and/or Seismic Safety Element of an officially adopted General Plan are used as the basis for local disclosure, those maps will appear under the "Public Record(s) Searched" for that county or city.

#### REPORTING STANDARDS

A good faith effort has been made to disclose all hazard features on pertinent Safety Element and Seismic Safety Element maps with well-defined boundaries; however, those hazards with boundaries that are not delineated will be deemed not suitable for parcel-specific hazard determinations. Some map features, such as lines drawn to represent the location of a fault trace, may be buffered to create a zone to facilitate disclosure. Those map features which can not be readily distinguished from those representing hazards may be included to prevent an omission of a hazard feature. If the width of a hazard zone boundary is in question, "IN" will be reported if that boundary impacts any portion of a property. Further explanations concerning specific map features peculiar to a given county or city will appear under the "Reporting Standards" for that jurisdiction.

#### PUBLIC RECORDS VS. ON-SITE EVALUATIONS

Mapped hazard zones represent evaluations of generalized hazard information. Any specific site within a mapped zone could be at less or more relative risk than is indicated by the zone designation. A site-specific evaluation conducted by a geotechnical consultant or other qualified professional may provide more detailed and definitive information about the Property and any conditions which may or do affect it.

#### PROPERTY USE AND PERMITTING

No maps beyond those identified as "Public Record(s)" have been consulted for the purpose of these local disclosures. These disclosures are intended solely to make Report recipient(s) aware of the presence of mapped hazards. For this reason -- and because local authorities may use on these or additional maps or data differently to determine property-specific land use and permitting approvals -- Report recipients are advised to contact the appropriate local agency, usually Community Development, Planning, and/or Building, prior to the transaction to ascertain if these or any other conditions or related regulations may impact the Property use or improvement.



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### ALAMEDA COUNTY GEOLOGIC DISCUSSION

**PUBLIC RECORD(S) SEARCHED:** The following Public Records, contained in the Safety Element of the Alameda County General Plan as officially adopted in January 2013, are used for the county-level disclosure(s) below: "S-1: Faults"; "S-2: Liquefaction Risk"; "S-3: Tsunami Risks"; "S-4: Landslide Risks"; and "S-5: Fire Hazards". Important Note: Maps contained in the Safety Element only depict specified hazards within unincorporated portions of Alameda County; however, the cited source data specified in each Safety Element exhibit depicts the location of these same hazards in both incorporated and unincorporated areas of Alameda County. As such, the hazard as depicted in the underlying source data for each hazard depicted in the Public Record shall be used for reporting purposes.

#### **FAULT**

Alameda County has been subject to numerous seismic events, originating both on faults within and beyond the County. Six major Bay Area earthquakes have occurred since 1800 that have affected the County, and at least two of the faults that produced them run through or into the County. These earthquakes and the originating faults include the 1836 and 1868 earthquakes on the Hayward-Rogers Creek fault, and the 1861 earthquake on the Calaveras fault. Three earthquakes, in 1838, 1906 and 1989 originated on the San Andreas fault, west of the County near San Francisco or to the south. The Working Group of California Earthquake Probabilities has determined that earthquakes of equally destructive forces are a certainty within the region. According to their findings, the Hayward-Rodgers Creek fault system is estimated to have a probability of 31% of producing an earthquake of a magnitude of 6.7 or higher within the next 30 years, this probability is the highest of the Bay Area faults. Faults that have been active during the Holocene period, approximately the last 11,000 years, are considered to be active faults, and those faults that have been active during the Quaternary period, approximately the last 1.8 million years, are considered to be potentially active faults. This serves to differentiate faults for which sufficient evidence of recent activity has been noted to explicitly include them as known geologic hazards, distinct from those faults for which recent displacement is known or suspected, and whose latest activity has not been determined, but may have been within approximately the last 11,000 years. In addition to faults that have been classified as active or potentially active, there are others whose activity has not been clearly established by presently available information. The Public Record identifies the location of active and potentially active faults within the County. Other active faults within the unincorporated areas include the Calaveras, Greenville, and Las Positas faults, as well as several potentially active faults and unnamed secondary faults adjacent to these faults. There are few or no studies pertaining to these additional secondary faults; therefore it is unknown if these faults may or may not experience secondary ground rupture during a large earthquake.

**Reporting Standards:** California's Alquist-Priolo Fault Zone Act (1972) established a standard for the width of a regulatory fault zone -- one-eighth of one mile on both sides of an active fault trace. For county-level reporting purposes, "WITHIN" shall be reported if any portion of the Property is within one-eighth of one mile (660 feet) of a "Fault" as delineated in the Public Record that is not bounded by a regulatory fault zone. "NOT WITHIN" shall be reported if no portion of the Property is situated within one-eighth of one mile of a "Fault" delineated in the Public Record.

#### **LANDSLIDE**

Landslides and slope instability are generally caused by earthquakes, weak materials, stream and coastal erosion, and heavy rainfall. The rate of landsliding is affected by the type and extent of vegetation, the slope angle, the degree of water saturation, the strength of the rocks, and the mass and thickness of the deposit. Certain human activities also tend to make earth materials less stable and increase the chance of ground failure. Activities contributing to instability include extensive irrigation, poor drainage or ground-water withdrawal, removal of stabilizing vegetation and over-steepening of slopes by undercutting them or overloading them with artificial fill. The causes of failure, which normally produce landslides and differential settlement, are augmented during earthquakes. As a result of these potential risks, construction on slopes steeper than about 15 percent typically requires special grading, special foundation design, or site modification to mitigate slope ground conditions and reduce the potential for slope instability. Threats to structures would be greatest in areas that are close to natural channels or are situated on potentially unstable slopes. The Public Record depicts "landslide deposits larger than 200 feet" as well as "landslide deposits larger than 200 feet (identification uncertain)". According to the Safety Element, site-specific geologic hazard assessments, conducted by a licensed geologist, shall be completed prior to development approval in areas with landslide hazards as indicated in the Public Record.

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported if any portion of the Property is located within an area mapped as a "landslide deposit larger than 200 feet" or a "landslide deposit larger than 200 feet (identification uncertain)" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within an area mapped as a "landslide deposit larger than 200 feet" or a "landslide deposit larger than 200 feet (identification uncertain)" as delineated in the Public Record.

#### **LIQUEFACTION**

Liquefaction is the rapid transformation of saturated, loose, fine-grained sediment to a fluidlike state and is typically caused by strong ground shaking during an earthquake. Liquefaction can result in substantial loss of life, injury, and damage to property. In addition, liquefaction increases the hazard of fires because of explosions induced when underground gas lines break, and because the breakage of water mains substantially reduces fire suppression capability. The potential for liquefaction to occur depends on both the susceptibility of near-surface deposits to liquefaction, and the likelihood that ground motions will exceed



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a specified threshold level. Because many portions of the Planning Area are situated in the vicinity of an active fault, the immediate area surrounding the earthquake epicenter will be exposed to strong ground shaking should a large earthquake occur. Areas most susceptible to liquefaction are underlain by loose granular sediments and low-lying lands adjacent to creeks and estuaries. According to the Safety Element, site-specific geologic hazard assessments, conducted by a licensed geologist, shall be completed prior to development approval in areas with liquefaction hazards as indicated in the Public Record.

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported as will the more/most severe "Liquefaction" rating ("Very High", "High", "Moderate", "Low" or "Very Low") affecting any portion of the Property as delineated in the Public Record.

### TSUNAMI

A major hazard associated with earthquakes is water inundation resulting from a tsunami or seiche. Tsunamis are a series of waves typically produced by an offshore earthquake, volcanic eruption, or landslide. A tsunami with a wave height of 20 feet at the Golden Gate Bridge, which is likely to occur approximately once every 200 years, would result in a runup of less than 10 feet above sea level on lands surrounding the San Francisco Bay. Some areas of San Lorenzo may be subject to flooding if a tsunami were to occur.

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported if any portion of the Property is located within a mapped "Tsunami Inundation Area" as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within a mapped "Tsunami Inundation Area" as delineated in the Public Record.

### FIRE

Fire hazards exist in both developed and undeveloped areas. Those occurring in developed areas typically include buildings, rubbish, automobiles, and grass fires on vacant lots. Those in undeveloped areas often include large brush and grass fires. Alameda County is subject to the threat from urban fires, and especially wildland fires, due to its hilly terrain, weather conditions, and the nature of its plant coverage. Due to the intensity of development, the number of the potentially affected populations, and the difficulties of containment, the County must also devote major resources to controlling potential fire hazards in its urban areas. In order to quantify this potential risk, California Department of Forestry (CDF) has developed a Fire Hazard Severity Scale which utilizes three criteria in order to evaluate and designate potential fire hazards in wildland areas. The criteria are fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope).

**Reporting Standards:** For county-level reporting purposes, "IN" shall be reported as will the more/most severe "Fire Hazard Severity Zones in SRA" rating ("Very High", "High", or "Moderate") affecting any portion of the Property as delineated in the Public Record. "NOT IN" shall be reported if no portion of the Property is located within one or more of the "Fire Hazard Severity Zones in SRA" as delineated in the Public Record.

### OTHER HAZARDS

The "Fire Hazard Severity Zones in LRA" depicted in "S-5: Fire Hazards" are redundant of, or less extensive than, the those current as of the adoption date of the County General Plan and are already subject to statutory disclosure. For more information please refer to the state-level discussion Very High Fire Hazard Severity Zones in the preceding section of this Report. The "Flood Plains" depicted in "S-6: Flood Hazards" are redundant of FEMA DFIRM data effective August 3, 2009 but do not include subsequent updates. For the most current FEMA Flood zone information subject to statutory disclosure please refer to the state-level discussion Special Flood Hazard Areas in the preceding section of this Report. The "Dam Failure Inundation Areas" depicted in "S-7: Dam Inundation" has inundation boundaries redundant of those already subject to statutory disclosure based on maps issued by the California Emergency Management Agency/Office of Emergency Services. For more information please refer to the state-level discussion Area of Potential Flooding (Dam Inundation) in the preceding section of this Report.

**The following natural hazards are discussed at length but not mapped in the County Safety Element:**

### GROUND SHAKING

Ground shaking is the source of the most widespread earthquake damage. An earthquake produces seismic waves that emanate in all directions from the fault rupture surface. The seismic waves cause strong ground shaking, which typically is strongest near the fault and diminishes as the waves move through the earth away from the fault. The severity of ground shaking at a particular site is controlled by the interaction of several factors, including the distance from the earthquake source; earthquake magnitude; the directivity (focusing of earthquake energy along the fault axis rather than perpendicular to the fault); and condition of underlying geologic materials (bedrock, sediment, soils, and man-made fill). Research occurring after the 1989 Loma Prieta earthquake has shown that areas underlain by unconsolidated, or man-made fill may amplify the strength and duration of strong ground motions, increasing the risk of damage. These findings are consistent with earlier evidence suggesting that structures placed on man-made fill are especially susceptible to earthquake hazards. Strong ground shaking caused by fault movement during an earthquake has the potential to result in significant loss of life and property damage throughout the Planning Area. Maximum ground shaking would be expected to result from a large earthquake on one of the nearby active faults, although strong ground shaking may also occur as a result of moderate or large earthquakes on other faults in the San Francisco Bay region.





## Natural Hazard Disclosure (NHD) Report For ALAMEDA County

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("Property")

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**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.

### **SURFACE RUPTURE**

Surface fault rupture occurs when a movement on a fault deep within the earth breaks through the surface causing ground displacement. Ground rupture occurs along fault lines, and is normally limited to a fairly narrow zone along the trend of the primary fault, and to a lesser degree along secondary faults. The Alquist-Priolo Fault Zoning Act was developed by the State of California to regulate development occurring near active faults and to mitigate the risks associated with surface rupture.

**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.

### **SEICHE**

A seiche is a long wave set up on an enclosed body of water such as a lake or reservoir that can travel back and forth at regular periods determined by the depth and size of the water body and which can cause shoreline inundation. Seiches are usually caused by unusual tides, winds or currents, but may also be triggered by earthquake ground motion. The largest seiche wave ever measured in the San Francisco Bay, following the 1906 earthquake, was four inches high. Despite this occurrence, the Bay Area has not been adversely affected by seiches during its history within this seismically active region of California. While damage caused by a seiche has not been reported since the 1906 earthquake, the various lakes and reservoirs within the unincorporated areas may be at risk of a seiche in the event of an earthquake.

**Reporting Standards:** No determination is reported because the Public Record does not include a map which delineates the boundaries for this hazard within Alameda County.



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**CITY-LEVEL GEOLOGIC AND SEISMIC ZONES DISCUSSION**

This Report reviews the officially adopted geologic hazard maps in the Safety Element that each city in California is required to include in its General Plan. The city the subject Property is located in has either not officially adopted hazard zonation maps in its General Plan at an appropriate scale to delineate where hazards may exist on a single parcel basis or will not make such maps available outside city offices. However, all Parties should be California is "earthquake country." Faults that may exist in this city or in neighboring regions could cause earthquake shaking or other fault related-phenomena on the Property. Other geologic hazards such as, but not limited to liquefaction (a type of soil settling that can occur when loose, water-saturated sediments are shaken significantly in an earthquake) may occur in certain valley floor areas and landslides are a possibility in any hillside area. Such potential natural hazards may exist and be delineated on other sources used by the city in its Planning, Engineering, or Building Departments. Such potential sources are not reviewed in this Report.

**END OF LOCAL AREA DISCLOSURES AND DISCUSSIONS SECTION**



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### Part 3. Additional Property Specific Disclosures

#### FORMER MILITARY ORDNANCE SITE DISCLOSURE

**DISCUSSION:** Former Military Ordnance (FUD) sites can include sites with common industrial waste (such as fuels), ordnance or other warfare materiel, unsafe structures to be demolished, or debris for removal. California Civil Code Section 1102 requires disclosure of those sites containing unexploded ordnance. "Military ordnance" is any kind of munitions, explosive device/material or chemical agent used in military weapons. Unexploded ordnance are munitions that did not detonate. NOTE: **MOST** FUD sites do not contain unexploded ordnance. Only those FUD sites that the U.S. Army Corps of Engineers (USACE) has identified to contain Military Ordnance or have mitigation projects planned for them are disclosed in this Report. Additional sites may be added as military installations are released under the Federal Base Realignment and Closure (BRAC) Act. Active military sites are NOT included on the FUD site list.

**PUBLIC RECORD:** Data contained in Inventory Project Reports, Archives Search Reports, and related materials produced for, and made publicly available in conjunction with, the Defense Environmental Restoration Program for Formerly Used Defense Sites by the U.S. Army Corps of Engineers. Sites for which no map has been made publicly available shall not be disclosed.

**REPORTING STANDARD:** If one or more facility identified in the Public Record is situated within a one (1) mile radius of the Property, "**WITHIN**" shall be reported. The name of that facility or facilities shall also be reported.

#### COMMERCIAL OR INDUSTRIAL ZONING DISCLOSURE

**DISCUSSION:** The seller of real property who has actual knowledge that the property is affected by or zoned to allow commercial or industrial use described in Section 731a of the Code of Civil Procedure shall give written notice of that knowledge to purchasers as soon as practicable before transfer of title (California Civil Code Section 1102.17). The Code of Civil Procedure Section 731a defines industrial use as areas in which a city and/or county has established zones or districts under authority of law wherein certain manufacturing or commercial or airport uses are expressly permitted. The "Zoning Disclosure" made in this Report DOES NOT purport to determine whether the subject property is or is not affected by a commercial or industrial zone. As stated above, that determination is based solely upon ACTUAL KNOWLEDGE of the seller of the subject property.

In an effort to help determine areas where this may be applicable, this disclosure identifies if a property exists within one mile of the seller's property that is zoned to allow for commercial or industrial use. Very commonly, a home will have in its vicinity one or more properties that are zoned for commercial or industrial use such as restaurants, gasoline stations, convenience stores, golf courses, country club etc.

**PUBLIC RECORD:** Based on publicly-available hardcopy and/or digital zoning and land use records for California cities and counties.

**REPORTING STANDARD:** If one or more property identified in the Public Record as "commercial," "industrial," or "mixed use" is situated within a one (1) mile radius of the Property, "**WITHIN**" shall be reported. Please note that an airport facility that may be classified as public use facility in the Public Record will be reported as "commercial/industrial" in this disclosure.



## JCP-LGS Residential Property Disclosure Reports

# Natural Hazard Disclosure (NHD) Report For ALAMEDA County

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## AIRPORT INFLUENCE AREA DISCLOSURE

### **DISCUSSION:**

**Certain airports are not disclosed in this Report.** JCP-LGS has made a good faith effort to identify the airports covered under Section 1102.6a. Sources consulted include official land use maps and/or digital data made available by a governing Airport Land Use Commission (ALUC) or other designated government body. Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. Not disclosed in this Report are public use airports that are not in the "California Airports List", airports that are physically located outside California, heliports and seaplane bases that do not have regularly scheduled commercial service, and private airports or military air facilities unless specifically identified in the "California Airports List". **If the seller has actual knowledge of an airport in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the buyer.**

Most facilities for which an Airport Influence Area has been designated are included on the "California Airports List" maintained by the California Department of Transportation's Division of Aeronautics. The inclusion of military and private airports varies by County, and heliports and seaplane bases are not included, therefore, airports in these categories may or may not be included in this disclosure.

**NOTE:** Proximity to an airport does not necessarily mean that the property is exposed to significant aviation noise levels. Alternatively, there may be properties exposed to aviation noise that are greater than two miles from an airport. Factors that affect the level of aviation noise include weather, aircraft type and size, frequency of aircraft operations, airport layout, flight patterns or nighttime operations. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes.

**PUBLIC RECORD:** Based on officially adopted land use maps and/or digital data made publicly available by the governing ALUC or other designated government body. If the ALUC or other designated government body has not made publicly available a current officially adopted airport influence area map, then California law states that "a written disclosure of an airport within two (2) statute miles shall be deemed to satisfy any city or county requirements for the disclosure of airports in connection with transfers of real property."

**REPORTING STANDARD:** "IN" shall be reported along with the facility name(s) and the "Notice of Airport in Vicinity" if any portion of the Property is situated within either (a) an Airport Influence Area as designated on officially adopted maps or digital data or (b) a two (2) mile radius of a qualifying facility for which an official Airport Influence Area map or digital data has not been made publicly available by the ALUC or other designated governing body. "NOT IN" shall be reported if no portion of the Property is within either area.



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### AIRPORT NOISE DISCLOSURE

**DISCUSSION:** California Civil Code §1102.17 requires the seller(s) of residential real property who has/have actual knowledge that the property in the transaction is affected by airport use must give written notice of that knowledge, as soon as practicable, before transfer of title.

Under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*, certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps have been produced for some airports. Not all airports have produced noise exposure maps. A property may be near or at some distance from an airport and not be within a delineated noise exposure area, but still experience aviation noise. Unless 65dB CNEL contour maps are published, helipads and military sites are not included in this section of the Report.

The *Airport Noise Compatibility Planning Program* is voluntary and not all airports have elected to participate. Furthermore, not all property in the vicinity of an airport is exposed to 65dB CNEL or greater average aviation noise levels. Conversely a property may be at some distance from an airport and still experience aviation noise. Buyer should be aware that aviation noise levels can vary seasonally or change if airport usage changes after a map is published or after the Report Date. JCP-LGS uses the most seasonally conservative noise exposures provided.

Federal funding may be available to help airports implement noise reduction programs. Such programs vary and may include purchasing properties, rezoning, and insulating homes for sound within 65dB areas delineated on CNEL maps. Airport owners have also cooperated by imposing airport use restrictions that include curfews, modifying flight paths, and aircraft limitations.

**PUBLIC RECORD:** Certain 65 decibel (dB) Community Noise Equivalent Level (CNEL) contour maps produced under the Federal Aviation Administration's *Airport Noise Compatibility Planning Program Part 150*.

**REPORTING STANDARD:** "IN" shall be reported if any portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record. "NOT IN" shall be reported if no portion of the Property is situated within a 65 decibel Community Noise Equivalent Level contour identified in the Public Record.



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### SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION DISCLOSURE

**DISCUSSION:** As of July 1, 2005, Civil Code §1103.4 mandates disclosure to buyers of certain real estate if the boundary of the property is determined to be (1) within 100 feet of the San Francisco Bay shoreline as mapped in 1997 by the National Ocean Survey (NOS), an agency of the National Oceanographic and Atmospheric Administration (NOAA); or (2) within another mapped zone established by the Bay Conservation and Development Commission (BCDC). The BCDC has regulatory jurisdiction within 100 feet inland from the point of "mean higher high water" as mapped by the NOS, and within other zones the agency has defined along the San Francisco Bay margin (BCDC Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568").

Notice is required to prevent unknowing violations of the law by new owners who were unaware that certain activities on the real property are subject to the BCDC's permit requirements. The BCDC notes that the Bay is a highly dynamic environment and the shoreline changes over time (see Discussion below). In addition, there is inherent uncertainty in the shoreline position as mapped by the NOS or any agency. The BCDC advises the buyer and other interested parties to contact its office if a more authoritative jurisdictional determination is desired. The BCDC office is located at 50 California Street, Suite 2600, San Francisco, California 94111, and can be reached at (415) 352-3600, or by email to [info@bcdc.ca.gov](mailto:info@bcdc.ca.gov)

The BCDC has issued maps for some parts of its jurisdiction, including the San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974). Official maps have not been issued for other parts of the BCDC jurisdiction (McAteer-Petris Act areas) because the Bay is a highly dynamic environment and the shoreline changes over time (in part because the sea level also changes over time). In those areas where official BCDC maps are not available or along the edges of the BCDC's mapped jurisdiction, to meet the disclosure requirements, this Report will indicate that the property "could be within" the BCDC's jurisdiction and that a location-specific jurisdictional determination should be made by consulting the BCDC. This determination of "could be within" the BCDC's jurisdiction was recommended by the BCDC in that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued in February 2005 and posted on the BCDC website.

**PUBLIC RECORDS:** San Francisco Bay Plan maps (California Code of Regulations, Title 14, Section 10121) and the Suisun Marsh Plan maps (Nejedly-Bagley-Z'berg Suisun Marsh Preservation Act of 1974) made publicly available by BCDC and that certain Memo entitled "Guidance on Determining Commission Jurisdiction Pursuant to Senate Bill 1568" issued by BCDC in February 2005 and posted on the BCDC website ("BCDC Memo").

**REPORTING STANDARD:** "WITHIN" shall be reported if any portion of the Property is situated within an areas mapped by BCDC or is within the 100-foot shoreline band. "COULD BE WITHIN" shall be reported if any portion of the Property is situated within one-quarter (1/4) mile of either an area mapped by BCDC or the 100-foot shoreline band. "NOT WITHIN" shall be reported if no portion of the Property is situated within an area that would otherwise be reported as either "WITHIN" or "COULD BE WITHIN".



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### CALIFORNIA ENERGY COMMISSION DUCT SEALING & TESTING REQUIREMENT

**DISCUSSION:** According to the California Energy Commission ("CEC") most California homes have improperly sealed central air conditioning and heating system ducts such that approximately 30 percent of the conditioned air actually leaks outside the home.

Effective July 1, 2014, in order to combat this waste of energy and money, the CEC updated its residential duct sealing and testing requirements in the 2013 Building Energy Efficiency Standards (Title 24). Previously, such duct sealing and testing was required only in certain CEC-designated climate zones when a central air conditioner or furnace is installed or replaced. **The revised standards now make duct sealing and testing mandatory in all California climate zones when such a system is installed or replaced.** Ducts found to leak more than 15 percent or more must be repaired. Once a contractor tests and fixes these ducts, you must have an approved third-party verifier determine that the ducts have been properly sealed. The CEC cautions homeowners that a contractor who fails to obtain a required building permit and fails to test and repair your ducts "is violating the law and exposing you to additional costs and liability." If you do not obtain a permit, you may be required to bring your home into compliance with code requirements for that work and may incur additional penalties and fines that have to be paid prior to selling your home. Remember that you have a duty to disclose whether you obtained required permits for work performed to prospective Buyers and appraisers. Local governments may mandate more stringent requirements.

Please note there are specific alternatives that allow high efficiency equipment and added duct insulation to be installed instead of fixing duct leaks. Please also be advised that there are separate regulations which govern duct insulation levels required by climate zone and HVAC system.

For more information please contact the California Energy Commission or visit the official CEC "2013 Building Energy Efficiency Standards" portal at: <http://www.energy.ca.gov/title24/2013standards/index.html>

**PUBLIC RECORD:** 2013 Building Energy Efficiency Standards (Title 24).

**REPORTING STANDARD:** "WITHIN" shall be reported regardless of CEC-designated climate zone pursuant to the revised Title 24 Standards.

### COOLING AND HEATING ENERGY-EFFICIENCY ADVISORY

Effective January 1, 2015, new federal energy-efficiency standards apply to the repair and replacement of residential heating, ventilation and air conditioning ("HVAC") systems. The new standards raise the minimum efficiency requirements for air conditioning systems and certain types of heating systems. Energy efficiency is measured by the Seasonal Energy Efficiency Ratio ("SEER"), which compares the amount of cooling (or heating) output by an HVAC system to the amount of energy (electricity or gas) input over its operating season. The higher the system's SEER value, the more energy-efficient it is and the lower the unit cost of cooling (or heating) a home.

For the first time, federal minimum-efficiency standards will vary by region. Prior to 2015 one standard, called SEER 13, applied nationwide. Now, in California, Nevada, Arizona and New Mexico (the Southwestern Region), SEER 13 has been replaced by the more efficient SEER 14 standard. In the Southwestern Region the new rule allows repairs to existing SEER 13-compliant systems. However, in many cases a full system replacement (both the indoor and outdoor unit) will be necessary to make the system compatible, and replacement is allowed only with a SEER 14-compliant unit. The higher standard may increase the replacement cost to the property owner because the SEER 14 efficiency improvements require increased complexity of the new equipment, and the SEER 14 units may not fit in the existing space, requiring structural modifications at the owner's expense. In some cases the SEER 14 standard could double the cost of replacement over the earlier replacement cost. For applicable details and codes, see the California Energy Commission web page at: [http://www.energy.ca.gov/title24/2013standards/residential\\_manual.html](http://www.energy.ca.gov/title24/2013standards/residential_manual.html) (The new federal standards go into effect on January 1, 2015, which is six months after the July 1, 2014, effective date of the 2013 Standards.)



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### STATEWIDE RIGHT TO FARM DISCLOSURE

#### **DISCUSSION:**

California has a "Right to Farm Act" (Civil Code Section 3482.5) to protect farming operations. When agricultural land within the State's agricultural areas is bought and sold, the purchasers are often not made aware of the fact that there are right-to-farm laws. This has led to confusion and a misunderstanding of the actual uses of the land or uses of the surrounding agricultural lands.

In 2008 the State of California enacted Assembly Bill 2881 to limit the exposure of farmers to nuisance lawsuits by homeowners in neighboring developments. The mechanism of this bill is a formal notification of the Buyer, through a "Notice of Right to Farm" in an expert disclosure report that advises the Buyer if the subject property is within one mile of farmland as defined in the bill.

**If the seller has actual knowledge of an agricultural operation in the vicinity of the subject property that is not disclosed in this Report, and that is material to the transaction, the seller should disclose this actual knowledge in writing to the Buyer.**

**PUBLIC RECORD:** Based on the most current available version of the "Important Farmland Map" issued by the California Department of Conservation, Division of Land Resource Protection, utilizing solely the county-level GIS map data, if any, available on the Division's Farmland Mapping and Monitoring Program website, pursuant to Section 11010 of the Business and Professions Code, and Section 1103.4 of the California Civil Code.

**REPORTING STANDARD:** "IN" shall be reported and the "Notice of Right to Farm" provided if any portion of the Property is situated within, or within one mile of, a parcel of real property designated as "Prime Farmland," "Farmland of Statewide Importance," "Unique Farmland," "Farmland of Local Importance," or "Grazing Land" in the public record. "NOT IN" shall be reported if no portion of the Property is within that area.

Some counties, or parts thereof, are not included in the Public Record because they have not been mapped for farmland parcels under this State program. Typically, this is because the county area is public land and not planned for incorporation, or, in the case of San Francisco, the county is entirely incorporated. In those instances, we report "Map Not Available" above, or "Map N/A" in the table of summary determinations at the beginning of this Report.





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### NOTICE OF MINING OPERATIONS DISCLOSURE

If the Property has been determined to be located within one (1) mile of a reported mining operation(s), the following notice is provided as mandated by California law:

#### NOTICE OF MINING OPERATIONS

**This property is located within one mile of a mine operation for which the mine owner or operator has reported mine location data to the Department of Conservation pursuant to Section 2207 of the Public Resources Code. Accordingly, the property may be subject to inconveniences resulting from mining operations. You may wish to consider the impacts of these practices before you complete your transaction.**

**DISCUSSION:** Historically mining operations have been located in remote areas. However, increasing urbanization has resulted in some residential projects being developed near existing mining operations.

California Public Resources Code §2207 requires owners and operators of mining operations to provide annually specific information to the California Department of Conservation ("DOC"), including but not limited to, (i) ownership and contact information, and (ii) the latitude, longitude, and approximate boundaries of the mining operation marked on a specific United States Geological Survey map. The Office of Mining Reclamation ("OMR") is a division of the DOC. Using the mandatory data specified above, OMR provides map coordinate data that can be used by GIS systems to create points representing mine locations ("OMR Maps"). For more information please visit OMR's Mines OnLine Map Viewer (<http://maps.conservation.ca.gov/mol/index.html>).

Effective January 1, 2012, California Civil Code §1103.4 requires the seller of residential property to disclose to a Buyer if the residential property is located with one (1) mile of mining operations as specified on OMR Maps.

#### **Special Notes:**

1. This statutory disclosure does not rely on the OMR's "AB 3098 List," a list of mines regulated under the Surface Mining and Reclamation Act of 1975 ("SMARA") that meet provisions set forth under California Public Resources Code §2717(b). The AB 3098 List does not include map coordinate data as required under California Public Resources Code §2207 and may not include all mining operations subject to the "Notice of Mining Operations" disclosure.

2. This "Notice of Mining Operations" disclosure is not satisfied by disclosing abandoned mines. An abandoned mine is NOT an operating mine. California Civil Code §1103.4 is satisfied only by disclosing based on OMR Maps.

**PUBLIC RECORD:** Mining operations as provided on OMR Maps made publicly available by DOC pursuant to California law.

**REPORTING STANDARD:** "IN" is reported if any portion of the Property is located within a one (1) mile radius of one or more mining operation(s) identified in the Public Record for which map coordinate data is provided. If "IN", the name of the mining operation(s) as it appears in the Public Record is also reported. "NOT IN" is reported if no portion of the Property is located within a one (1) mile radius of a mining operation specified on OMR Maps.



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### Part 4. General Advisories

#### REGISTERED SEX OFFENDER DATABASE DISCLOSURE REQUIREMENT ("MEGAN'S LAW")

**Notice:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**DISCUSSION:** California law (AB 488), signed by the Governor on September 24, 2004, provides the public with Internet access to detailed information on registered sex offenders. The Sex Offender Tracking Program of the California Department of Justice (DOJ) maintains the database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.46 of the Penal Code. The online database is updated with data provided by local sheriff and police agencies on an ongoing basis. It presents offender information in 13 languages; may be searched by a sex offender's specific name, zip code, or city/county; provides access to detailed personal profile information on each registrant; and includes a map of your neighborhood.

**California Department of Justice Information Sources:**

Megan's Law Sex Offender Locator Web Site: <http://www.meganslaw.ca.gov>

California Department of Justice Megan's Law Email Address: [meganslaw@doj.ca.gov](mailto:meganslaw@doj.ca.gov)

**Local Information Locations For The Property:**

All sheriff's departments and every police department in jurisdictions with a population of 200,000 or more are required to make a CD-ROM available free to the public for viewing. Although not required, many other law enforcement departments in smaller jurisdictions make the CD-ROM available as well. Please call the local law enforcement department to investigate availability.

***The following are the law enforcement departments in your county that are REQUIRED to make information available:***

<b>Alameda County Sheriff's Department</b>	(510) 667-3190
<b>Fremont Police Department</b>	(510) 790-6860
<b>Oakland Police Department</b>	(510) 238-2188

**Explanation and How to Obtain Information**

For over 50 years, California has required certain sex offenders to register with their local law enforcement agencies. However, information on the whereabouts of the sex offenders was not available to the public until implementation of the Child Molester Identification Line in July 1995. The available information was expanded by California's "Megan's Law" in 1996 (Chapter 908, Stats. of 1996). Megan's Law provides certain information on the whereabouts of "serious" and "high-risk" sex offenders. The law specifically prohibits using the information to harass or commit any crime against the offender. The information on a registered sex offender includes: name and known aliases; age and sex; physical description, including scars, marks and tattoos; photograph, if available; crimes resulting in registration; county of residence; and zip code (from last registration). Accessing the online database requires agreement to the DOJ's terms of use on the web page.



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### GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINE DATABASE DISCLOSURE REQUIREMENT

**DISCUSSION:** Following a number of pipeline disasters in the U.S., such as the 2010 San Bruno explosion in Northern California, there is an increased awareness of the potential dangers associated with underground transmission pipelines. As a result, the California Legislature unanimously passed Assembly Bill 1511 (Bradford), signed by Governor Jerry Brown on July 13, 2012. This law, which becomes effective January 1, 2013, is chaptered as California Civil Code Section 2079.10.5 and mandates the disclosure of the following notice to Buyers:

#### NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site. (California Civil Code Section 2079.10.5(a))

*Civil Code Section 2079.10.5(c) adds, "Nothing in this section shall alter any existing duty under any other statute or decisional law imposed upon the seller or broker, including, but not limited to, the duties of a seller or broker under this article, or the duties of a seller or broker under Article 1.5 (commencing with Section 1102) of Chapter 2 of Title 4 of Part 4 of Division 2."*

Such "existing duties" include the disclosure of actual knowledge about a potential hazard, such as may be created by the delivery of a letter from the local utility company informing the seller that a gas transmission pipeline exists within 2,000 feet of the Property.

**Beginning on the law's January 1, 2013, effective date,** except where such "existing duties" apply, "Upon delivery of the notice to the transferee of the real property, the seller or broker is not required to provide information in addition to that contained in the notice regarding gas and hazardous liquid transmission pipelines in subdivision (a). The information in the notice shall be deemed to be adequate to inform the transferee about the existence of a statewide database of the locations of gas and hazardous liquid transmission pipelines and information from the database regarding those locations." (California Civil Code Section 2079.10.5(b))

**The disclosure of underground transmission pipelines helps the parties in a real estate transaction make an informed decision and is in the best interest of the public. Buyer should be aware that, according to the NPMS Internet Web site, gas and/or hazardous liquid transmission pipelines are known to exist in 49 of California's 58 counties, the exceptions being in rural mountainous parts of the state. Every home that utilizes natural gas is connected to a gas "distribution" pipeline, which is generally of smaller size and lower pressure than a transmission pipeline.**

#### **For More Information**

To investigate whether any pipeline easement (right-of-way) exists on the Property, Buyer should review the Preliminary Title Report. **Buyer should consult an attorney for interpretation of any law. This notice is for information purposes only and should not be construed as legal advice.**



## Natural Hazard Disclosure (NHD) Report For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

### **METHAMPHETAMINE CONTAMINATED PROPERTY DISCLOSURE ADVISORY**

**DISCUSSION:** According to the "Methamphetamine Contaminated Property Cleanup Act of 2005" a property owner must disclose in writing to a prospective buyer if local health officials have issued an order prohibiting the use or occupancy of a property contaminated by meth lab activity. The owner must also give a copy of the pending order to the buyer to acknowledge receipt in writing. Failure to comply with these requirements may subject an owner to, among other things, a civil penalty up to \$5,000. Aside from disclosure requirements, this new law also sets forth procedures for local authorities to deal with meth-contaminated properties, including the filing of a lien against a property until the owner cleans up the contamination or pays for the cleanup costs.



## JCP-LGS Residential Property Disclosure Reports

# Natural Hazard Disclosure (NHD) Report For ALAMEDA County

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### MOLD ADVISORY

**DISCUSSION:** The Buyer is hereby advised that naturally occurring molds may exist both inside and outside of any home and may not be visible to casual inspection. Persons exposed to extensive mold levels can become sensitized and develop allergies to the mold or other health problems. Extensive mold growth can damage a structure and its contents. All prospective purchasers of residential and commercial property are advised to thoroughly inspect the Property for mold. Be sure to inspect the Property inside and out for sources of excess moisture, current water leaks and evidence of past water damage.

As part of a buyer's physical inspection of the condition of a property, the buyer should consider engaging an appropriate and qualified professional to inspect and test for the presence of harmful molds and to advise the buyer of any potential risk and options available. This advisory is not a disclosure of whether harmful mold conditions exist at a property or not. No testing or inspections of any kind have been performed by The Company. Any use of this form is acknowledgement and acceptance that The Company does not disclose, warrant or indemnify mold conditions at a property in any way and is not responsible in any way for mold conditions that may exist. Information is available from the California Department of Health Services Indoor Air Quality Section fact sheet entitled, "Mold in My Home: What Do I Do?" The fact sheet is available at [www.cal-iaq.org](http://www.cal-iaq.org) or by calling (510) 620-3620.

The Toxic Mold Protection Act of 2001 requires that information be developed regarding the potential issues surrounding naturally occurring molds within a home. Information was written by environmental authorities for inclusion in the *Residential Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants* booklet developed by the California Environmental Protection Agency and the Department of Health Services. It is found in Chapter VII of that booklet, and includes references to sources for additional information.

**For local assistance, contact your county or city Department of Health, Housing, or Environmental Health.**



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### RADON ADVISORY

**DISCUSSION:** For its Radon Advisory, JCP-LGS uses the updated assessment of radon exposure published in 1999 by the Lawrence Berkeley National Laboratory (LBNL) and Columbia University, under support from the U.S. Environmental Protection Agency (EPA), the National Science Foundation, and the US Department of Energy (published online at <http://energy.lbl.gov/ie/high-radon/USgm.htm>). Based on this recent assessment, JCP-LGS radon advisory is as follows:

**All of California's 58 counties have a predicted median annual-average living-area concentration of radon below 2.0 pCi/L (picocuries per liter of indoor air) -- which is well below the EPA's guideline level of 4 pCi/L and equivalent to the lowest hazard zone (Zone 3) on the 1993 EPA Map of Radon Zones.**

The "median concentration" means that half of the homes in a county are expected to be below this value and half to be above it. All houses contain some radon, and a few houses will contain much more than the median concentration. **The only way to accurately assess long-term exposure to radon in a specific house is through long-term testing (sampling the indoor air for a year or more). The EPA recommends that all homes be tested for radon.** Columbia University's "Radon Project" website offers help to homeowners in assessing the cost vs. benefit of testing a specific house for radon or modifying it for radon reduction (see <http://www.stat.columbia.edu/~radon/>).

**NOTE:** JCP-LGS does not use the EPA's 1993 map for advisory purposes because that map shows "short-term" radon exposure averaged by county. It was based on "screening measurements" that were intentionally designed to sample the worst-case conditions for indoor air in US homes--using spot checks (sampling for just a few days), in the poorest air quality (with sealed doors and windows), at the worst time of the year (winter), in the worst part of the house (the basement, if one was available). These short-term, winter, basement measurements are both biased and variable compared to long-term radon concentrations (averaged over a year) in the living area of a house. Long-term concentrations are a more accurate way to judge the long-term health risk from radon. For the above reasons, the EPA expressly disclaims the use of its 1993 map for determining whether any house should be tested for radon, and authorizes no other use of its map for property-specific purposes. For additional information about EPA guidelines and radon testing, see "Chapter VII--Radon", in the California Department of Real Estate's *Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants*.

### ENDANGERED SPECIES ACT ADVISORY

**DISCUSSION:** The Federal Endangered Species Act of 1973 ("ESA"), as amended, requires that plant and animal species identified and classified ("listed") by the Federal government as "threatened" or "endangered" be protected under U.S. law. Areas of habitat considered essential to the conservation of a listed species may be designated as "critical habitat" and may require special management considerations or protection. All threatened and endangered species -- even if critical habitat is not designated for them -- are equally afforded the full range of protections available under the ESA.

In California alone, over 300 species of plants and animals have been designated under the ESA as threatened or endangered, and over 80 species have critical habitats designated for them. Most California counties are host to a dozen or more protected species and, in many cases, 10 or more species have designated critical habitats within a county.

**ADVISORY:** An awareness of threatened and endangered species and/or critical habitats is not reasonably expected to be within the actual knowledge of a seller.

No federal or state law or regulation requires a seller or seller's agent to disclose threatened or endangered species or critical habitats, or to otherwise investigate their possible existence on real property. Therefore, Buyer is advised that, prior to purchasing a vacant land parcel or other real property, Buyer should consider investigating the existence of threatened or endangered species, or designated critical habitats, on or in the vicinity of the Property which could affect the use of the Property or the success of any proposed (re)development.

**FOR MORE INFORMATION:** Complete and current information about the threatened and endangered species in California that are Federally listed in each county -- including all critical habitats designated there -- is available on the website of the U.S. Fish & Wildlife Service, the Federal authority which has enforcement responsibility for the ESA.

**U.S. Fish & Wildlife Service Endangered Species Database (TESS)**

[http://ecos.fws.gov/tess\\_public/](http://ecos.fws.gov/tess_public/)



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### ABANDONED MINES ADVISORY

**DISCUSSION:** According to the California Department of Conservation, Office of Mine Reclamation, since the Gold Rush of 1849, tens of thousands of mines have been dug in California. Many were abandoned when they became unproductive or unprofitable. The result is that California's landscape contains many thousands of abandoned mines, which can pose health, safety, or environmental hazards on and around the mine property. Mines can present serious physical safety hazards, such as open shafts or adits (mine tunnel), and they may create the potential to contaminate surface water, groundwater, or air quality. Some abandoned mines are such massive problems as to earn a spot on the Federal Superfund environmental hazard list.

No California law requires the disclosure of abandoned mines in a real estate transaction, unless the existence of an abandoned mine is within the actual knowledge of the Seller and is deemed to be a fact material to the transaction.

The Office of Mine Reclamation (OMR) and the U.S. Geological Survey maintain a database of abandoned mines -- however, it is known to be incomplete and based on maps that are often decades out of date. Many mines are not mapped because they are on private land. The OMR warns that, **"Many old and abandoned mines are not recorded in electronic databases, and when they are, the information may not be detailed enough to accurately define, differentiate or locate the mine feature, such as a potentially hazardous vertical shaft or horizontal adit or mine waste."** (See reference below.)

**Accordingly, this Report does not contain an abandoned mines disclosure from any government database or map or any other source, in order to protect the seller from liability for non-disclosure of unrecorded abandoned mines.**

Parties concerned about the possible existence or impact of abandoned mines in the vicinity of the Property are advised to retain a State-licensed geotechnical consultant to study the site and issue a report. Other sources of information include, but are not limited to, the State Office of Mine Reclamation at (916) 323-9198 (website: <http://www.conservation.ca.gov/OMR>), and the Engineering, Planning or Building Departments in the subject City and County.

**FOR MORE INFORMATION:** For more information visit the State Office of Mine Reclamation's website at: [http://www.conservation.ca.gov/omr/abandoned\\_mine\\_lands/Pages/index.aspx](http://www.conservation.ca.gov/omr/abandoned_mine_lands/Pages/index.aspx)

### OIL & GAS WELL ADVISORY

California is currently ranked fourth in the nation among oil producing states. Surface oil production is concentrated mainly in the Los Angeles Basin and Kern County, and in districts elsewhere in the state. In recent decades, real estate development has rapidly encroached into areas where oil production has occurred. Because the state's oil production has been in decline since the 1980's, thousands of oil and gas wells have been shut down or abandoned, and many of those wells are in areas where residential neighborhoods now exist.

According to the California Department of Conservation ("DOC"), to date, about 230,000 oil and gas wells have been drilled in California and around 105,000 are still in use. The majority of remaining wells have been sealed ("capped") under the supervision of the DOC's Division of Oil, Gas and Geothermal Resources. A smaller number have been abandoned and have no known responsible operator -- these are called "orphan" wells. The state has a special fund that pays the cost of safely capping orphan wells, however, that program is limited in its scope and progress.

**Buyer should be aware that, while the DOC database is the most comprehensive source available for California oil and gas well information, the DOC makes no warranties that the database is absolutely complete, or that reported well locations are known with absolute accuracy.**

#### For More Information

For a search of the state's databases of oil and gas wells and sites of known environmental contamination on or near the Property, please obtain the JCP-LGS Residential Environmental Report. For general information, visit the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources at <http://www.consrv.ca.gov/dog>.



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### TSUNAMI MAP ADVISORY

**DISCUSSION:** The California Emergency Management Agency (CalEMA), the University of Southern California Tsunami Research Center (USC), and the California Geological Survey (CGS) have prepared maps that depict areas of maximum tsunami inundation for all populated areas at risk to tsunamis in California (20 coastal counties). The maps were publicly released in December 2009 with the stated purpose that the maps are to assist cities and counties in identifying their tsunami hazard and developing their coastal evacuation routes and emergency response plans only.

These maps specifically contain the following disclaimer:

**Map Disclaimer:** This tsunami inundation map was prepared to assist cities and counties in identifying their tsunami hazard. It is intended for local jurisdictional, coastal evacuation planning uses only. This map, and the information presented herein, **is not a legal document and does not meet disclosure requirements for real estate transactions nor for any other regulatory purpose.** The California Emergency Management Agency (CalEMA), the University of Southern California (USC), and the California Geological Survey (CGS) make no representation or warranties regarding the accuracy of this inundation map nor the data from which the map was derived. Neither the State of California nor USC shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

A tsunami is a series of ocean waves or surges most commonly caused by an earthquake beneath the sea floor. These maps show the maximum tsunami inundation line for each area expected from tsunamis generated by undersea earthquakes and landslides in the Pacific Ocean. Because tsunamis are rare events in the historical record, the maps provide no information about the probability of any tsunami affecting any area within a specific period of time.

Although these maps may not be used as a legal basis for real estate disclosure or any other regulatory purpose, the CGS has, however, provided diagrams of the maps online which the public can view. To see a maximum tsunami inundation map for a specific coastal community, or for additional information about the construction and/or intended use of the tsunami inundation maps, visit the websites below:

State of California Emergency Management Agency, Earthquake and Tsunami Program:  
<http://myhazards.calema.ca.gov/>

University of Southern California -- Tsunami Research Center:  
<http://www.usc.edu/dept/tsunamis/2005/index.php>

State of California Geological Survey Tsunami Information:  
[http://www.conservation.ca.gov/cgs/geologic\\_hazards/Tsunami/index.htm](http://www.conservation.ca.gov/cgs/geologic_hazards/Tsunami/index.htm)

National Oceanic and Atmospheric Agency Center for Tsunami Research (MOST model):  
<http://nctr.pmel.noaa.gov/time/background/models.html>



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**RESIDENTIAL FIREPLACE DISCLOSURE**

Residential wood burning is the leading source of wintertime air pollution in the Bay Area and studies have confirmed there are significant health impacts from exposure to fine particulate matter found in wood smoke. The Bay Area Air Quality Management District ("BAAQMD") established the Wood Burning Devices (Wood Smoke Rule), Regulation 6, Rule 3 to reduce wintertime smoke pollution and protect public health. The Wood Smoke Rule requires anyone selling, renting or leasing a property in the Bay Area to disclose the potential health impacts from air pollution caused from burning wood. Fine particulate matter, also known as PM2.5, can travel deep into the respiratory system, bypass the lungs and enter the blood stream. Exposure may cause short term and long term health effects, including eye, nose and throat irritation, reduced lung function, asthma, heart attacks, chronic bronchitis, cancer and premature deaths. Exposure to fine particulates can worsen existing respiratory conditions. High PM2.5 levels are associated with increased respiratory and cardiovascular hospital admissions, emergency department visits, and even deaths. Children, the elderly and those with pre-existing respiratory or heart conditions are most at risk from negative health effects of PM2.5 exposure. The Buyer should consult with a licensed professional to inspect, properly maintain, and operate a wood burning stove or fireplace insert according to manufacturer's specifications to help reduce wood smoke pollution. The Air District encourages the use of cleaner and more efficient, non-wood burning heating options such as gas-fueled or electric fireplace inserts to help reduce emissions and exposure to fine particulates.

When the BAAQMD issues a Winter Spare the Air Alert during the winter season from November 1 through the end of February, it is illegal to burn wood, manufactured fire logs, pellets or any solid fuels in fireplaces, wood stoves or outdoor fire pits. To check when a Winter Spare the Air Alert is issued and it is illegal to burn wood, please call 1-877-4NO-BURN or visit [www.baaqmd.gov](http://www.baaqmd.gov) or [www.sparetheair.org](http://www.sparetheair.org).

**END OF NATURAL HAZARD DISCLOSURE REPORT SECTION**  
**See Terms and Conditions at end of this Report.**



## Property Tax Disclosure Report For ALAMEDA County

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# California Property Tax Disclosure Report

The parties for whom this Report was prepared are the owner ("Seller") of the Residential Property ("Property") on the Report Date, the buyer ("Buyer") of the Residential Property from Seller as of the Report Date, and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties."

## Part 1. Introduction and Summary

This Tax Report section discusses the results of an electronic search of specified government lists ("Databases") containing real property tax information and geographic data concerning the Residential Property. To understand the information provided, please read this entire Report.

### Summary of Property Tax Determinations

The Residential Property:	IS	IS NOT	
A.		<b>X</b>	NOT SUBJECT TO a Mello-Roos Community Facilities District. <a href="#">31</a>
B.		<b>X</b>	NOT SUBJECT TO a 1915 Bond Act District. <a href="#">31</a>
C.	<b>X</b>		SUBJECT TO one or more other direct assessments. <a href="#">32</a>
D.		<b>X</b>	NOT SUBJECT TO the State Responsibility Area Fire Prevention Fee (see State-level SRA Zone Disclosure). <a href="#">37</a>

Determined by First American Professional Real Estate Services, Inc.

**THIS IS A DATABASE REPORT ONLY:** The tax information in this Report only provides data derived from County Tax Assessor's Databases ("Databases") identified in this Report. While JCP-LGS has made good faith efforts to report from the Databases as accurately as possible, the quality, accuracy, and currency ("Database Date") of the information contained in these Databases can vary greatly. For more information regarding a specific Database, please read Part 2 of this Report. By use of this Report, transferee agrees this is a Report product and not an insurance policy and is subject to the Terms and Conditions attached hereto and incorporated herein.

***This Report satisfies Seller's obligations to disclose (a) Mello-Roos and 1915 Act Bond Assessments applicable to the Residential Property as required by California Civil Code Section 1102.6b, and (b) Supplemental Taxes as required by California Civil Code Section 1102.6c.***



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### Part 2. NOTICE OF SPECIAL TAX/ASSESSMENT

Special assessments, also referred to as direct or fixed assessments, are charges that are not based on the value of the property. These charges are levied to provide funding for services or improvements that directly benefit the property. Mello Roos Community Facility Districts and 1915 Bond Districts are also classified as special assessments. Certain special assessments may be subject to accelerated foreclosure if allowed to go delinquent.

**TO THE PROSPECTIVE PURCHASER OF THE RESIDENTIAL PROPERTY AT THE ADDRESS REFERENCED ABOVE: THIS IS A NOTIFICATION TO BUYER PRIOR TO PURCHASING THE RESIDENTIAL PROPERTY.**

#### A. Mello-Roos Community Facilities Districts

**This Residential Property is NOT SUBJECT to Mello-Roos Community Facilities Districts.**

**Database Date:** 2016-2017

#### B. 1915 Bond Act Assessment Districts

**This Residential Property is NOT SUBJECT to 1915 Bond Assessment Districts.**

**Database Date:** 2016-2017

#### C. Accelerated Foreclosure Information

Certain assessment or bond issues may contain accelerated foreclosure liens which have priority over other real property taxes and are a legal right included as part of the security for the obligation. The issuers of such bonds are often contractually required to monitor and collect delinquent assessments quickly. Accordingly these assessments are not subject to the five (5) year waiting period applicable to ad valorem real property taxes. If the real property is subject to such an assessment and the taxes are not paid promptly, the real property may be foreclosed upon and sold at public auction on an expedited basis. **Therefore, it is extremely important that the real property tax bill be paid on time to prevent the accelerated foreclosure.**

#### D. Notice of Property Assessed Clean Energy (PACE) Program

Property assessed clean energy (PACE) programs allow property owners to finance energy efficiency, water efficiency and renewable energy projects on residential and commercial structures through a voluntary special tax assessment on the property. PACE programs are offered by many city, county and regional planning agencies, and have repayment periods ranging from 5 to 20 years however some may be longer.

**WHAT THIS MEANS:** If a property owner voluntarily enters into a PACE program, a contractual assessment lien is placed on the property. The lien is repaid through installments collected on the property owner's secured county property tax bill. In certain situations the program administrator may bill the property owner directly. If the property is sold and the contractual assessment is not repaid in full, the new owner may be responsible for future assessments contributing towards repayment of the PACE contract.

**DISCLOSURES AT RESALE:** A PACE lien runs with the land. This means that the responsibility to repay the PACE lien may fall to the new owner upon transfer of the property unless the lien is paid off before closing. This fact may be material to a buyer's decision to purchase or price offered for the property. In addition, the buyer's lender may require the lien to be paid in full before closing (for certain federally backed mortgages, for example). Therefore, the property seller and his or her real estate agent may have a duty to disclose the existence of a PACE lien on the sale property.

**DISCLAIMER:** This Property Tax Report only discloses PACE special taxes documented in the county's 2016-2017 property tax roll. The Report does not include PACE special taxes first assessed or recorded after JCP-LGS obtained this tax roll information. To discover a PACE lien on the Property executed more recently, the buyer should read the preliminary title report and obtain and read all exceptions listed therein. Note that, in the title report, lien exceptions are named as recorded with the county; therefore, a PACE lien may be listed under a name that is not obvious.

#### E. Approved Assessment Districts Which Have Been Formed and Authorized But Are Not Yet Funded

Certain assessment districts may have been formed and authorized but have not yet been funded. Accordingly no assessment lien will appear in the County Assessor records. However, the information regarding such districts may appear on your preliminary report issued by a title company. If the assessment district has not been formed or funded, the improvements have also not been constructed. If the district is subsequently formed, the assessments may then appear on the property tax bill.



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### Part 3. Current Property Tax Bill Summary

#### A. Summary of 2016-2017 Property Tax Bill

The following is a summary of Database information obtained from the ALAMEDA COUNTY Secured Property Tax Roll for Tax Year 2016-2017 ("Database Date"). This summary is provided for informational purposes only. The summary includes Ad Valorem taxes which are based on the property's Assessed Value as well as other Non- Ad Valorem Direct or Special Assessments. Upon transfer of ownership, the Assessed Value may be reset to the Current Market Value or Sale Price which may result in a substantial change in the Ad Valorem taxes assessed. Please see Parts 4 and 5 of this Report for more information regarding Ad Valorem taxes and Supplemental taxes.

Total Assessed Value:	\$206,624.00
1st Installment Due 11/01/2016	\$1,462.19
2nd Installment Due 02/01/2017	\$1,462.19
Total Annual Tax Liability	\$2,924.38

#### General Ad Valorem Taxes

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
ALAMEDA COUNTY	GENERAL AD VALOREM TAX AND VOTER APPROVED BONDS	\$2,288.56	(510) 272-6800
	<b>TOTAL AD VALOREM TAXES</b>	<b>\$2,288.56</b>	

#### Direct and/or Special Assessments

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
ALAMEDA COUNTY	AC TRANSIT MEASURE VV TAX	\$96.00	(800) 273-5167
ALAMEDA COUNTY	ALA. CO. MOSQUITO ABATEMENT DISTRICT	\$1.50	(800) 273-5167
ALAMEDA COUNTY	ALAMEDA CO. VECTOR CONTROL SVCS DIST - EM	\$6.10	(800) 273-5167
ALAMEDA COUNTY FLOOD CONTROL DIST	ALCO FLOOD CONTROL - BENEFIT ASSMT	\$1.20	(510) 670-5762
ALAMEDA COUNTY PUBLIC WORKS AGENCY	C.S.A. LA 1991-1 (LEAD ABATEMENT)	\$10.00	(510) 567-8280
ALAMEDA COUNTY WASTE MGMT AUTH	ALCOWSTAUT HAZ. WASTE PROGRAM	\$8.60	(877) 786-7927
CITY OF EMERYVILLE	PARAMEDIC SUPPLEMENT	\$24.00	(800) 441-8280
CITY OF EMERYVILLE	TRANSPORTATION BUSINESS IMPROVEMENT DIST.	\$114.82	(800) 676-7516
EAST BAY MUNICIPAL UTILITY DISTRICT	EBMUD WET WEATHER FACILITIES CHARGES	\$94.10	(510) 287-2048
EAST BAY REGIONAL PARK DIST.	E.B.R.P.D. LANDSCAPING & LIGHTING/E.B. TRAILS	\$5.44	(888) 512-0316
EAST BAY REGIONAL PARK DIST.	E.B.R.P.D. PARK SAFETY/MAINT	\$12.00	(888) 512-0316
EMERY UNIFIED SCHOOL DISTRICT	SCHOOL DISTRICT SPECIAL TAX	\$181.64	(800) 676-7516
PERALTA COMMUNITY COLLEGE DIST	PERALTA CCD MEASURE B	\$48.00	(800)792-8021
PUBLIC WORKS DEPT	COUNTY SERV. AREA E.M. 1983-1 (PARAMEDIC)	\$30.68	(800) 441-8280



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SPECIAL DISTRICTS	MOSQUITO ABATEMENT	\$1.74	(800) 273-5167
	<b>TOTAL DIRECT ASSESSMENTS</b>	<b>\$635.82</b>	

### B. Available Senior Citizen Exemptions

Certain districts that levy special taxes or assessments may offer exemptions to Senior Citizens. These exemptions can result in substantial savings to qualified tax payers. The filing of an application along with annual renewal may be required. Below is the contact information for requesting details on filing exemptions for districts that may offer a Senior Citizen Exemption. Additional Direct Assessment Districts may offer exemptions. Therefore you may want to contact the districts to determine their policy on Senior Citizen Exemptions.

AGENCY	DESCRIPTION	AMOUNT	CONTACT PHONE
EMERY UNIFIED SCHOOL DISTRICT	SCHOOL DISTRICT SPECIAL TAX	\$181.64	(800) 676-7516

See Part 4B for additional information on other exemptions that may be available to Buyer.



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### Part 4. Estimating Property Taxes After the Sale

Instantly calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):

<https://orderform.fanhd.com/Order/TaxCalcForm?guid=3DD0CEE278F34AC3BD121BCA88252161>

#### A. Calculating Property Taxes After Sale (ESTIMATE ONLY)

##### PROPERTY TAX ESTIMATOR

The following calculation method is provided to assist Buyer in estimating the approximate amount of property tax charges that the Residential Property may be subject to for the upcoming tax year based on the assessed valuation being equal to the sales price. The amount derived is only an estimate and is not a substitute for a tax bill from the County, nor does it anticipate new property tax charges, fees or other changes in the property tax rates for future tax years.

1	Estimated Sales Price.....	• 1	\$	_____
2	Estimated Ad Valorem Tax Rate.....	• 2		<b>0.01108</b>
3	Multiply line 1 by line 2. This is your Estimated Ad Valorem Tax.....	• 3	\$	_____
4	Direct Assessments including Mello Roos Special Taxes and 1915 Bond Act Assessments if applicable.....	• 4	\$	<b>635.82</b>
5	Add lines 3 and 4. Total Estimated Annual Tax Amount After Sale.....	• 5	\$	_____

The information in this subparagraph A is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for property taxes which will be applicable after the Sale Date. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property. Please note that potential exemptions and exclusions are not reflected in this estimate. Additionally, undeveloped or recently developed properties may be subject to additional Direct Assessments not included in this estimate. JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Property Tax Estimator.

#### B. Exemptions & Exclusions to Ad Valorem Taxes

California law provides certain exemptions from reassessments. The following is a list of common exemptions which may be available:

- Homeowner exemption (California Constitution Art XIII, §3 & R&T Code §218)
- Honorably discharged veterans (California Constitution Art XIII, §3 & R&T Code §205)
- Disabled veterans (California Constitution Art XIII, §4 & R&T Code §205)

California law also provides certain exclusions from reassessment. The following is a list of common exclusions which may be available:

- Persons over 55 years of age (R&T Code § 69.5)
- Severely and permanently disable persons (R&T Code § 69.5(a))
- Transfers between parents and children and grandparents and grandchildren (R&T Code § 63.1)
- Transfers into revocable trusts (R&T Code § 62)
- Interspousal transfers (R&T Code § 63)
- Improvements for seismic retrofitting (R&T Code § 74.5)
- Improvements for disabled access (R&T Code § 74.3)
- Replacement of property damaged or destroyed by disaster (R&T Code § 69)

In order to determine if Buyer may qualify for any exemptions or exclusions or to obtain a comprehensive list of available exemptions and exclusions, please contact the county tax assessor's office (510-272-3787) or visit the county website at <http://www.acgov.org/assessor/>. Additional information is also available on the website for the California Board of Equalization at [www.boe.ca.gov](http://www.boe.ca.gov)



# Property Tax Disclosure Report For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

## Part 5. Supplemental Property Tax Information

### A. General Information Regarding Supplemental Taxes

California law mandates the county assessor to reappraise real property upon a change in ownership or completion of new construction. The assessor's office issues a supplemental assessment which reflects the difference between the prior assessed value and the new assessment. This value is prorated based on the number of months remaining in the fiscal tax year which ends June 30.

Notices of the supplemental assessment are mailed out to the property owners prior to the issuance of the supplemental tax bill or refund if the value is reduced. The taxes or refund based on the supplemental assessment are in addition to the regular annual tax bill.

The supplemental tax will be due from the current owner in addition to the regular tax assessment. Accordingly for the first year of ownership, Buyer should plan for this additional payment.

### B. Supplemental Property Tax Disclosure

The following notice is mandated by California Civil Code Section 1102.6c:

#### **NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL**

**"California property tax law requires the Assessor to revalue real property at the time the ownership of the property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.**

**The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector.**

**If you have any question concerning this matter, please call your local Tax Assessor or Collector's Office."**

ALAMEDA County Assessor  
Phone: 510-272-3787  
Website: <http://www.acgov.org/assessor/>



**Property Tax Disclosure Report  
For ALAMEDA County**

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**C. Calculating Supplemental Taxes After Sale (ESTIMATE ONLY)**

Instantly calculate estimated property taxes and supplemental taxes on our website (or manually calculate them below):  
<https://orderform.fanhd.com/Order/TaxCalcForm?guid=3DD0CEE278F34AC3BD121BCA88252161>.

**SUPPLEMENTAL TAX ESTIMATOR**

The following schedule is provided to estimate the potential amount of the supplemental taxes on a given property and does NOT include the amount of the regular annual ad valorem property tax. The following calculation provides an estimate of the supplemental property taxes that can be expected during the first year of ownership, and should be used for planning purposes only.

1	Estimated Sales Price.....	• 1	\$	_____
2	Estimated Current Assessed Value.....	• 2	\$	206,624.00
3	Subtract line 2 from line 1. Estimated Supplemental Assessed Value.....	• 3	\$	_____
4	Multiply line 3 by 0.01108 (the Estimated Ad Valorem Tax Rate for the Residential Property). Estimated Full-Year <b>Supplemental</b> Tax Obligation.....	• 4	\$	_____

**If the Sale Date for the Residential Property falls during the months of January through May, Buyer will receive TWO supplemental tax bills: (a) one for the current partial tax year; and (b) one for the next full tax year. The supplemental taxes can be estimated by completing lines 5 through 8 below:**

5	Enter the Month-of-Sale Factor from <b>TABLE 1</b> below.....	• 5	_____
6	Multiply line 4 by line 5. Estimated Supplemental Tax Bill # 1.....	• 6	\$ _____
7	Enter the amount on line 4. Estimated Supplemental Tax Bill # 2.....	• 7	\$ _____
8	Add lines 6 and 7. Total estimated Supplemental Tax Bill.....	• 8	\$ _____

**If the Sale Date for the Residential Property falls during the months of June through December, Buyer will receive ONE supplemental tax bill. The supplemental tax can be estimated by completing lines 9 and 10 below:**

9	Enter the Month-of-Sale Factor from <b>TABLE 2</b> below.....	• 9	_____
10	Multiply line 4 by line 9. Total estimated Supplemental Tax Bill.....	• 10	\$ _____

**TABLE 1. Month-of-Sale Factor**

<b>Jan</b>	0.4167
<b>Feb</b>	0.3333
<b>Mar</b>	0.2500
<b>Apr</b>	0.1667
<b>May</b>	0.0833

**TABLE 2. Month-of-Sale Factor**

<b>Jun</b>	1.0000
<b>Jul</b>	0.9167
<b>Aug</b>	0.8333
<b>Sept</b>	0.7500
<b>Oct</b>	0.6667
<b>Nov</b>	0.5833
<b>Dec</b>	0.5000

The information in this subparagraph C is an estimate only. The purpose of this "ESTIMATOR" is to assist Buyer in planning for the supplemental taxes. The estimated supplemental tax is not a substitute for the supplemental bill and may not be relied upon as such. This "ESTIMATOR" requires the Buyer's projection of the purchase price of the Residential Property as well as month in which the transaction will be consummated. Please note that potential exemptions and exclusions are not reflected in these estimations JCP-LGS is not responsible or liable for any losses, liabilities or damages resulting from use of this Supplemental Tax Estimator.





## Property Tax Disclosure Report For ALAMEDA County

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### Part 6. State Responsibility Area Fire Prevention Fee

Pursuant to Chapter 1.5 (commencing with Section 4210) to Part 2 of Division 4 of the Public Resources Code, the State of California shall charge an annual "Fire Prevention Benefit Fee" ("Benefit Fee") on each eligible habitable structure on a parcel that is within a State Responsibility Area ("SRA") as defined in Section 4102 of the Public Resources Code, commencing with the 2011-2012 fiscal year. For an explanation of the SRA, refer to [page 8](#) of the Natural Hazard Disclosure Report, under "Wildland Fire Area (State Responsibility Area)". The Fee Amount and a Fee Exemption (explained below) were implemented in an emergency regulation adopted January 23, 2012 by the State Board of Forestry and Fire Protection ("Board").

**Fee Amount:** A Benefit Fee of one hundred fifty-two dollars and thirty-three cents (\$152.33) shall be charged on each habitable structure within an SRA, including single-family homes, multi-dwelling structures, mobile and manufactured homes, and condominiums. This is not a "per parcel" fee, but a levy on each structure (if any) on the parcel within an SRA which the State determines to be habitable.

**Fee Exemption:** Property owners of habitable structures within a SRA and also within the boundaries of a local agency that provides fire protection services shall receive a fee reduction of thirty-five dollars (\$35) per habitable structure.

#### Date Due and Late Payment Penalties

**The fee shall be collected annually by the State Board of Equalization ("BOE"), and is due and payable 30 days from the date of assessment by the BOE. If not paid when due and payable, a penalty of twenty percent (20%) of the fee determined to be due shall be added to the amount due and payable for EACH 30-day period in which the fee remains unpaid.**

The fees collected, other than that retained by the BOE necessary for payment of refunds and expenses incurred in the collection of the fee, shall be deposited into the State Responsibility Area Fire Prevention Fund in the State Treasury. This Fund shall be used by the Board and the Department of Forestry and Fire Protection ("CalFire") to finance the cost of specified fire prevention activities that will benefit the owners within the SRA who are required to pay the fee, including such activities as public education programs and local fire prevention projects to reduce fire risk in SRAs.

On July 1, 2013, and annually thereafter, the Board shall adjust the annual amount of the Fire Prevention Fee to reflect the percentage of change in the average annual value of a specified standard price index as reported by the Department of Finance. Commencing with the 2012-13 fiscal year, if there are sufficient amounts of moneys in the SRA Fire Prevention Fund to finance the costs of specified fire prevention activities for a fiscal year, the BOE would be prohibited from collecting the fee for that fiscal year.

**Appeals Process:** A person from whom the Benefit Fee is to be due may petition for a redetermination of whether this fee requirement applies to the Property. To appeal, the owner must submit within 30 days after the date of service of the determination a written petition stating the specific grounds upon which the appeal is founded and include supporting documentation. The petition must be sent to the address indicated by CalFire which may be the address of CalFire's Designated Fee Administrator.

**Database Date: March 2017**

This Property **IS NOT** located in a State Responsibility Area.



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### Part 7. Private Transfer Fee Advisory

**Private Transfer Fee.** This is a fee imposed by a private entity such as a property developer, home builder, or homeowner association, when a property within a certain type of subdivision is sold or transferred. (It is commonly known as a "Private Transfer Tax".) It is NOT the same as a city or county Documentary Transfer Tax. A Private Transfer Fee may apply in addition to government Documentary Transfer Taxes that are due upon sale or transfer of the Property.

**Transfer Fee Defined.** California Civil Code Section 1098 defines a "Transfer Fee".

**Effective January 1, 2008, if the payment of any Transfer Fee is required in the sale or transfer of the Property, Civil Code Section 1102.6e requires Seller to notify Buyer of the existence of the fee and to disclose certain specific information about the fee.**

**How to Determine the Existence of a Transfer Fee.** If a Transfer Fee does exist affecting the Property, the document creating the fee may be on file with the County Recorder as a notice recorded against the Property and should be disclosed in the preliminary (title) report on the Property. However, the preliminary (title) report will merely disclose the existence of the documents affecting title, not the content of the documents. The title of a document may also not be sufficient to disclose that a Transfer Fee is included in its terms. Accordingly Seller should (a) request the title company which issued the preliminary (title) report to provide copies of the documents shown as "exceptions," and (b) review each document to determine if it contains a Transfer Fee.

**Parties are advised that documents regarding any Transfer Fee should be obtained early in the sale process in order to avoid delays in the transaction process and to ensure full disclosure as required by law.**

**To determine if the Property is subject to a Transfer Fee, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM TO DETERMINE IF ANY TRANSFER FEES ARE APPLICABLE.**

**END OF TAX DISCLOSURE REPORT SECTION**  
**See Terms and Conditions at end of this Report.**



## Environmental Screening Report For ALAMEDA County

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("Property")

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**Report Date:** 06/19/2017  
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# Environmental Screening Report

## Part 1. Introduction and Summary

The parties to the Transaction to which this Report applies ("Parties") are the owner ("Seller") of the Residential Property ("Property") on the Report Date, the buyer ("Buyer") of the Residential Property under contract of sale as of the Report Date, and their respective licensed real estate agents ("Agents"). Seller, Buyer and the Agents are sometimes referred to herein as "Party" or "Parties." JCP-LGS and the Parties are the parties to the contract that is entered into by the purchase of this Report.

**This Report discloses the results of an electronic search of specified federal and state level environmental-hazard record systems ("Databases") that are known to include contamination sites ("Sites").**

The Databases are searched for hazard Sites at standard distances from the Property. The standard search distance is not the same for all Databases, but depends upon the nature of the environmental hazard represented in the Database. JCP-LGS uses search distances that comply with the U.S. Environmental Protection Agency (EPA) "All Appropriate Inquiry" (AAI) standard for government records search (40 CFR Part 312.26) under the U.S. Small Business Liability Relief and Revitalization Act ("the Brownfields Law")

### POINT AND LINE SOURCE METHODOLOGY

This Report does not identify the precise areas actually contaminated by an environmental hazard; rather, as a reasonable approximation, it identifies "point sources" for contamination, such as a specific Site address where a leaking underground tank was recorded. The address does not precisely reflect the location of the source of contamination on the Site, nor will it indicate the potential spread of any contamination from that source. In addition, any point source that lies beyond the standard distance searched for each Database will not be reflected in this Report -- even if it is known to be the origin of a larger contaminated area. Point sources are included in this Report as of the time they are identified in the government Database consulted by the Company. Please note that the Gas Transmission and Hazardous Liquid Pipeline disclosure (in Part 4) is based on the Property's location with respect to "line sources" represented in that Database.

The perchlorate contamination plume that is known to have affected groundwater in parts of Morgan Hill, San Martin, and possibly Gilroy is an example of a hazard Study Area. The point source responsible for it, reported to be in Morgan Hill, has not yet been officially listed on a publicly-available government site list. For current information about that Study Area, please contact the Santa Clara Valley Water District Perchlorate Hotline at 1-888-Hey-Noah (1-888-439-6624).

**To understand the information provided, please read this entire Environmental Screening Report including Part 1 through Part 6. Information about a specific Database or standard search distance is provided in Part 5.**

## Part 2. Sites Identified in Environmental Records Search

A Site must have a complete address in order for its location to be known and its distance from the Property measured. Only Sites having a complete address in the Database searched are included in this section. Site "Distance" is the straight line distance in miles between the geocoded address (latitude and longitude) of the Site and the geocoded address of the Property. If the Public Record includes a Site that is within the standard distance searched for that Database category, then that Site is (1) listed as "Found" in the table below and at the beginning of this disclosure Report is (2) shown on the "Map of Sites Found" and (3) noted as "IN" in the "Summary of Environmental Screening Determinations" for the applicable Database category. JCP-LGS recommends further investigation of any Site(s) listed below.

Codes indicating the status of a Site are explained as follows:

**Open** = Site listed as undergoing clean-up, investigation, or referral to another agency; or as non-active, abandoned or absorbed but not closed or completed.

**Closed** = Site listed as clean-up completed, release secured, no further remedial action planned, case closed, or delisted.

**Active (or Inactive)** = Site facility listed as actively (or not actively) engaged in a type of activity regulated under RCRA.

**N/A** = Not Applicable - site listed as uncontaminated, or as using or storing hazardous substances.

**N/P** = Not Provided - site status not supplied on agency list used.

Found	None Found	Database Searched (with standard search distance)
	X	National Priorities List (Federal "Superfund" list) - 1 mile
	X	Federal Resource Conservation and Recovery Act (RCRA) - Corrective Actions List - 1 mile
	X	California State Response List (includes Active Annual Workplan, AWP, sites) - 1/2 mile



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<b>X</b>	California Spills, Leaks, Investigation and Cleanup (SLIC) List - 1/2 mile										
<b>X</b>	California Solid Waste Landfill Sites (SWIS) List - 1/2 mile										
<b>X</b>	California Leaking Underground Storage Tank (LUST) List (see status explanation below) - 1/4 mile										
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 30%;">Listed Site Name</th> <th style="width: 30%;">Address</th> <th style="width: 15%;">Case No.</th> <th style="width: 10%;">Status</th> <th style="width: 15%;">Distance (miles)</th> </tr> </thead> <tbody> <tr> <td>S P I E K E R PROPERTIES</td> <td>2000 POWELL EMERYVILLE, CA 94608</td> <td>T0601975080 4</td> <td>Closed</td> <td>0.208465</td> </tr> </tbody> </table>	Listed Site Name	Address	Case No.	Status	Distance (miles)	S P I E K E R PROPERTIES	2000 POWELL EMERYVILLE, CA 94608	T0601975080 4	Closed	0.208465
Listed Site Name	Address	Case No.	Status	Distance (miles)							
S P I E K E R PROPERTIES	2000 POWELL EMERYVILLE, CA 94608	T0601975080 4	Closed	0.208465							

**CLOSED SITES REMAIN OFFICIALLY LISTED:** All Sites listed on the State's Leaking Underground Storage Tank Information System (LUSTIS) have been identified to have had a leaking storage tank. Many LUST Sites have been cleaned up and their cases "Closed", and this is noted above if applicable. Parties should be aware that LUST Sites remain in the LUSTIS database even after they have been closed, and are included in this Report if found by our search. Leaking underground storage tanks are the most common type of contamination.

Storage tank leaks are often less extensive than other types of contamination releases and usually do not extend beyond the real property on which the tank is located. **For specific information about a Site listed above, please see Part 5 of this Report and contact the agency responsible for maintaining that Database.**

### PART 3. Sites Missing Key Location Information

Many environmental hazard Sites in the Databases searched have incomplete or inaccurate address information. Those Sites cannot be precisely or reliably located and could potentially be anywhere in the Property's city, county, or state. They are, therefore, considered "unlocatable".

A sample of unlocatable sites that may be in the vicinity is listed below. A full list of ALL unlocatable California sites that include a zip code is available at the web address below:

[http://www.firstamprs.com/sites/default/files/Current\\_List\\_of\\_Unlocatable\\_Sites\\_by\\_Zip\\_Code.xlsx](http://www.firstamprs.com/sites/default/files/Current_List_of_Unlocatable_Sites_by_Zip_Code.xlsx)

Status codes for the unlocatable Sites are the same as noted above for the Sites "Found".

No.	Site Name	Address	Case No.	Status	Database
1	EASTSHORE PARK - EMERYVILLE CRESCENT	POWELL ST && I-80 EMERYVILLE, CA	SL20219837	Open	CA_SLIC
2	CAL TECH METALS	825, 829, 841 31ST STREET OAKLAND, CA 94608	1340118	Open	CA_DTSC_RESPONSE
3	POWELL STREET PLAZA	5500 EASTSHORE HIGHWAY EMERYVILLE, CA 94608	1470001	Open	CA_DTSC_RESPONSE
4	TRANSO/LACOSTE SITE	1600 64TH STREET/6401 BAY STREET EMERYVILLE, CA 94608	1200020	Closed	CA_DTSC_RESPONSE
5	ANOTHER TREE EMERYVILLE PROJECT	UNKNOWN POWELL ST && SHELLMOUND ST EMERYVILLE, CA 94608	SLT2007177	Closed	CA_SLIC
6	Central Station/Wood Street District Projects, Parcel 1A	Wood Street Oakland, CA 94608	T10000007678	Open	CA_SLIC
7	ELECTRO COATING INC	1401/1421 PARK AVENUE EMERYVILLE, CA 94608	SL20254872	Open	CA_SLIC
8	MARKET PLACE MARTIN COMPANY	UNKNOWN CHRISTIE AVE EMERYVILLE, CA 94608	SLT2006066	Open	CA_SLIC
9	Pixar Animation Studios, (former Del Monte Plant 35), 1250 Park Avenue (aka 4204 Hollis Street)	1250 Park Avenue (aka 4204, 4240 && 4250 Hollis Street) Emeryville, CA 94608	T10000000727	Open	CA_SLIC
10	PRIVATE RESIDENCE	PRIVATE RESIDENCE EMERYVILLE, CA 94608	T06019754705	Open	CA_SLIC
11	WESTINGHOUSE ELECTRIC - PARCEL 4	4899 PELADEAU EMERYVILLE, CA 94608	SL20235853	Open	CA_SLIC
12	BARBARY COAST STEEL	4300 EASTSHORE HIGHWAY (4400 SHELLMOUND STREET) Emeryville, CA 94608	T0600100361	Open	CA_LUST
13	CAHON ASSOCIATES INC	3501 SAN PABLO Oakland, CA 94608	T0600102205	Closed	CA_LUST
14	CALTRANS 29TH ST & MLK	0 29TH ST OAKLAND, CA 94608	T10000003436	Open	CA_LUST
15	PIE FREIGHT TERMINAL SITE	5500 EASTSHORE Emeryville, CA 94608	T0600101083	Closed	CA_LUST
16	SOUTHERN PACIFIC TRANSPORTATION COMPANY	1450 SHERWIN Emeryville, CA 94608	T0600101882	Closed	CA_LUST



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### PART 4. Oil & Gas Well Locations Within 1/4 Mile Of Property

No oil or gas well locations were identified within a radius of one-fourth (1/4) of one (1) mile of the Residential Property, based on a search of valid geographic coordinates contained in the current Statewide All Wells Database maintained by the California Department of Conservation, Division of Oil, Gas and Geothermal Resources (DOGGR) ("All Wells Database").

Buyer is advised that additional wells may exist in the area of the Property which are not contained in the All Wells Database. Wells that do not have valid geographic coordinates in the All Wells Database are not disclosed in this Report. The physical property boundaries of well locations and the Property are not factored into the calculation of the specified search radius.

**EXPLANATION:** The All Wells Database includes approximately 230,000 well location records. This database is searched for well locations within one-fourth (1/4) of one (1) mile around the geocoded point representing the Residential Property. Well locations, if any, within the specified parameters are listed in the table above.

Of the approximately 230,000 wells identified in the All Wells Database, 105,000 are classified as new, active, or idle in the latest Statewide All Wells Database release. The majority of remaining wells have been sealed under supervision of the DOGGR. A smaller number have been deserted and have no known responsible operator.

California has established laws with respect to well drilling, operation, maintenance, and abandonment to "prevent, as far as possible, damage to life, health, property, and natural resources; damage to underground oil and gas deposits from infiltrating water and other causes; loss of oil, gas, or reservoir energy, and damage to underground and surface waters suitable for irrigation or domestic purposes by the infiltration of, or the addition of, detrimental substances." (California Public Resources Code §3106).

The DOGGR is responsible for maintenance of orphaned wells. To defray the maintenance costs, oil companies pay the State 4.3 cents per barrel a year. A portion of this assessment funds the Orphan Well Plugging Fund ("Fund") with an annual \$1 million budget. Since its inception in the 1970's, the Fund has facilitated the plugging of wells by hired contractors. The selection process for wells to be plugged considers numerous factors including, but are not limited to, the proximity of wells to populated areas, the amount of pressure in well reservoirs, and other hazards.

For a complete listing and explanation of well status codes, visit the following DOGGR web page:

<http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx>

**FOR MORE INFORMATION:** Ownership information of oil, gas, mineral, geothermal and other subsurface rights regarding the Residential Property may be disclosed in a preliminary (title) report or title commitment. The DOGGR does not use the County Assessor Parcel Number or site address to locate wells or leases, and therefore, the APN and address cannot be used to determine if there is a well on a specific property. To help tell if there is a well on a property, oilfield maps may be available on the DOGGR website (<http://www.conservation.ca.gov/dog/maps/Pages/GISMapping2.aspx>). In addition, the DOGGR Online Mapping System (<http://maps.conservation.ca.gov/doms/doms-app.html>) allows users to search well locations by API Number, Property Address, Geographic Coordinates, or Field Name. For detailed information about a specific well, reference the unique "API Number" that the DOGGR has assigned to it. The DOGGR website provides an online well search by API number at <http://opi.consrv.ca.gov/opi/opi.dll>.



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### Part 5. NPMS Gas Transmission and Hazardous Liquid Pipelines Within 2,000 Feet of the Residential Property

Buyer is advised to carefully review the limitations of the Public Record noted below as to the important limitations regarding the National Pipeline Mapping System (NPMS) and the NPMS Public Map Viewer used for making this determination. For more information please visit the NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>).

**EXPLANATION:** Proximity to a pipeline does not of itself indicate a safety risk. However, on September 9, 2010, a Pacific Gas and Electric (PG&E) natural gas transmission pipeline exploded in San Bruno, California, causing loss of life and extensive property damage. Following this incident much attention has focused on the presence of natural gas and hazardous liquid pipelines in the vicinity of residential neighborhoods. As a result, PG&E has notified residents and businesses within 2,000 feet of PG&E's natural gas transmission pipelines about their proximity.

This disclosure covers gas "transmission" and hazardous liquid pipelines only. It is important to note that every home that uses natural gas is connected to a gas "distribution" pipeline. Distribution pipelines are generally of smaller size and lower pressure than transmission pipelines. This disclosure does not include distribution pipelines nor is it meant to indicate there is no risk associated with distribution lines. While proximity to a pipeline does not of itself indicate a safety risk, excavation near a pipeline poses a definite hazard. For this reason, this disclosure includes an advisory about how to spot and avoid buried pipelines on and near a property.

The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) administers the national regulatory program to monitor the transportation of natural gas, liquefied natural gas (LNG), and hazardous liquids by pipeline. PHMSA and the U.S. Office of Pipeline Safety (OPS) maintain a database of pipeline information called the **National Pipeline Mapping System (NPMS)** in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions to PHMSA made by operators of pipelines and LNG plants, and from voluntary submissions made by breakout tank operators. The data is processed by private contractors. Since 2002, transmission pipeline and LNG plant facility operators are required to update their submissions annually.

The PHMSA website provides a **Public Map Viewer** that allows the general public to view pipeline maps in one county at a time. The viewer displays maps and associated data identifying transmission pipelines, LNG plants, and breakout tanks stored in the NPMS database. The data include information about the pipeline commodity (e.g., natural gas or liquid fuel), pipeline operator, agency contact, etc. The Public Map Viewer can be accessed at the following address:  
<https://www.npms.phmsa.dot.gov/PublicViewer/>

This pipeline disclosure is based on a proximity search of the gas transmission pipelines and hazardous liquid pipelines depicted in NPMS Public Map Viewer at a scale of approximately 1:24,000. That map scale is the maximum resolution at which pipelines are displayed. At that map scale one inch on the map equals approximately 2,000 feet on the ground, which is the same scale as regulatory maps required for statutory natural hazard disclosure in California.

This pipeline disclosure is provided as an accommodation and is subject to the following **limitations in the Public Record:**

- Access to the original digital data in the NPMS database (on which the public maps are based) is restricted to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only.
- Pipeline locations in the NPMS database are accurate to plus or minus 500 feet.
- Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees the accuracy or completeness of its product.
- Because the NPMS digital data are restricted from public access, any disclosure based on the NPMS Public Map Viewer may be subject to some positional inaccuracies in addition to those acknowledged by NPMS.
- Neither this disclosure nor NPMS data should ever be used as a substitute for calling "811" -- the federally-mandated "Call Before You Dig" one-call center -- prior to any digging project.

#### How to Spot a Pipeline Easement

**Read the Preliminary Title Report** A pipeline right-of-way is a strip of land over and around pipelines where some of the property owner's legal rights have been granted to a pipeline company. A right-of-way agreement between the pipeline company and the property owner is also called an easement and is usually filed in the public records with property deeds. Rights-of-way and easements provide a permanent, limited interest in the land that enables the pipeline company to operate, test, inspect, repair, maintain, replace, and protect one or more pipelines on property owned by others. The agreement may vary the rights and widths of the right-of-way, but generally, the pipeline company's right-of-ways extend 25 feet from each side of a pipeline unless special conditions exist.

**To determine if the Property includes a pipeline right-of-way or easement, OBTAIN COPIES OF ALL OF THE EXCEPTIONS LISTED ON THE PRELIMINARY (TITLE) REPORT FROM THE TITLE COMPANY AND READ THEM.**



## Environmental Screening Report For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

**Call Before You Dig - Every Time!** In 2000, the U.S. Department of Transportation and the utility industry created the Common Ground Alliance (CGA), a trade association to work with all industry stakeholders in an effort to prevent damage to underground utility infrastructure and ensure public safety and environmental protection. The result is the "**Call Before You Dig - 811 Service**". Whether you are a homeowner or a professional excavator, every digging job requires a call to "811" - even small projects like planting trees or shrubs. If you hit an underground utility line while digging, you can harm yourself or those around you, disrupt service to an entire neighborhood and potentially be responsible for fines and repair costs. One call to 811 gets your underground utility lines marked for FREE.

**Signs of Buried Pipelines** Since pipelines are usually buried underground, line markers and warning signs like the ones shown here are used to indicate their approximate location along the pipeline route. The markers and signs are in high-visibility colors (yellow or orange) and are located at frequent intervals along the pipeline right-of-way. The markers can be found where a pipeline intersects a street, highway, railway, or waterway, and at other prominent points along the route. The markers display the material transported in the line, the name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency. Pumping stations, tank farms, and cleared rights-of-way also help signal that a pipeline is located nearby.



Markers and warning signs only indicate the general location of a pipeline. They cannot be relied upon to indicate the exact position of the pipeline they mark. Also, the pipeline may not follow a straight course between markers. And, while markers are helpful in locating pipelines, they are limited in the information they provide. They provide no information, for example, about the depth or number of pipelines in the vicinity.

## EXPLANATION OF THE DATABASES USED IN THIS REPORT

This Report uses the following Databases as of the date specified:

### 1) NATIONAL PRIORITIES LIST ("NPL" - commonly called "Superfund" or "CERCLIS" site list) as of 12 Sep 2016

The National Priorities List is a U.S. Environmental Protection Agency ("USEPA") database which includes Sites where known releases or threatened releases of hazardous substances, pollutants, or contaminants have occurred. As a part of the Superfund cleanup program, the NPL helps the USEPA determine which Sites warrant further investigation to assess human health and environmental risks, identify what remedial actions may be appropriate, notify the public of Sites believed to warrant further investigation, and serve notice to potentially responsible parties that the USEPA may initiate remedial action. Some NPL Sites encompass relatively large areas. Search Distance: one (1.0) mile. Responsible Agency: USEPA

**Public Record:** Facilities located in California listed as NPL Status code "A" (Site is Part of NPL Site), "D" (Deleted from the Final NPL), "F" (Currently on the Final NPL), "P" (Proposed for NPL), "R" (Removed from Proposed NPL), or "W" (Withdrawn) in the Region IX Active CERCLIS database obtained from USEPA. Facilities assigned NPL Status code "N" (Not on the NPL) are not disclosed in this Report.

**For More Information:** Contact the Environmental Protection Agency Superfund Hotline at (800) 424-9346 to speak with a Superfund consultant to request information from the individual Site Fact Sheet. This help-line can also provide the telephone number of the local Community Relations Coordinator for the Site in question and the location of the local information repository for that Site. The USEPA's official Internet website address is:

<http://www.epa.gov/superfund/index.htm>

### 2) RESOURCE CONSERVATION & RECOVERY ACT--CORRECTIVE ACTION list ("RCRA-COR") as of 12 Sep 2016.

RCRA (pronounced "ric-ra") is a federal law enforced by the U.S. Environmental Protection Agency ("USEPA") that requires safeguards on the use and disposal of household, municipal, commercial and industrial refuse. The goals of the law are to protect human health and the environment from the potential hazards of waste disposal, to reduce the amount of waste generated, and to ensure that wastes are managed in an environmentally sound manner. Under the Corrective Action program, the USEPA permits and monitors the cleanup of hazardous waste contamination. Search Distance: one (1.0) mile. Responsible Agency: USEPA

**Public Record:** "Subject to Corrective Action" facilities identified using USEPA's RCRAInfo Hazardous Waste Query Form for California.

**For More Information:** Contact the Environmental Protection Agency at (800) 424-9346 to speak with a consultant to request information from the individual Site Fact Sheet. The USEPA's official Internet website address is:

<http://www.epa.gov/enviro/html/rcris/index.html>

### 3) CALIFORNIA ENVIROSTOR STATE RESPONSE list as of 13 Sep 2016.



## Environmental Screening Report For ALAMEDA County

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The State Response list, a part of California's "Envirostor" database, identifies sites of confirmed hazardous materials releases where the Department of Toxic Substances Control ("DTSC") is involved in cleanup activities, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk, according to the DTSC. The State Response list includes the sites formerly contained in the "Active Annual Workplan (AWP)" list. Search Distance: 1/2 mile. Responsible Agency: State EPA/DTSC

**Public Record:** Sites listed as "State Response" under "Site\_Facility\_Type" in the EnviroStor Cleanup Sites database obtained from the Department of Toxic Substances Control. Please note that a given Site may have more than one record if the Site has more than one activity Status or EnviroStor ID assigned to it.

**For More Information:** Contact the State Environmental Protection Agency Department of Toxic Substances Control at: (916) 323-3400

#### 4) SPILLS, LEAKS, INVESTIGATION & CLEANUP list ("SLIC") as of 13 Sep 2016.

The California SLIC Program oversees soil and water investigations, corrective actions, and assessments at Sites with current or historic unauthorized discharges and covers all types of pollutants (such as solvents, petroleum fuels, heavy metals, pesticides, etc.). As of January 1, 2005, all SLIC data is required to be submitted to the Geotracker database of the State Water Resources Control Board ("SWRCB"). Information on individual Sites may be available online at <http://geotracker.waterboards.ca.gov>. Please note that according to the SWRCB, "data is undergoing data cleanup and may contain errors". **Search Distance: 1/2 mile. Responsible Agency: SWRCB**

**Public Record:** Sites identified as "Cleanup Program Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For details about a particular site, please visit GeoTracker at <http://geotracker.waterboards.ca.gov> Using the Identifier tool and clicking on the site on the graphic map interface, you can access a report that includes the case number and contact telephone number for the agency with more information on this site. If you know case number, you may access the record using Case Finder at <http://geotracker.waterboards.ca.gov/search.asp>.

#### 5) SOLID WASTE INFORMATION SYSTEM list ("SWIS") as of 13 Sep 2016.

Solid waste landfill sites vary from state to state and may include active landfills, inactive landfills, incinerators, transfer stations, recycling facilities, and other facilities where solid waste is treated or stored. The California Integrated Waste Management Board ("CIWMB") tracks such Sites via its Solid Waste Information System database. SWIS contains information on facility type, regulatory and operational status, type of wastes received, and local enforcement actions. Please note that these Sites are simply regulated facilities and are not classified as being "contaminated" by the Board. Search Distance: 1/2 mile. Responsible Agency: CIWMB

**Public Record:** Sites listed in the "SwisGis.txt" database obtained from the California Integrated Waste Management Board Solid Waste Information System website.

**For More Information:** Contact the Board's "Solid Waste Information Center" at (916) 341 6320 and ask for the Associate Waste Management Specialist who should be able to answer some limited general questions. For more information, please contact the CIWMB in Sacramento or visit <http://www.calrecycle.ca.gov/SWFacilities/Directory/search.aspx> on the Internet.

#### 6) LEAKING UNDERGROUND STORAGE TANK list ("LUST") per GEIMS/GeoTracker Information Management System as of 13 Sep 2016.

The LUST database is also known as the "LUFT" database because it includes records of leaking underground fuel tanks. LUSTs may be a significant source of soil and groundwater contamination. The State Water Resources Control Board ("SWRCB") maintains a database of LUSTs known as the Leaking Underground Storage Tank Information System ("LUSTIS") which was recently supplanted by the statewide GEIMS/GeoTracker information management system. LUSTIS contains the locations of all reported LUSTs, as well as the contents and status of the LUSTs. Search Distance: 1/4 mile. Responsible Agency: SWRCB

**Public Record:** Sites identified as "LUST Cleanup Site" in the GeoTracker database obtained from the State Water Resources Control Board GeoTracker website.

**For More Information:** For general questions, telephone the State Water Resources Control Board's Clean Water Desk in Sacramento at (866) 480-1028. Information on specific Sites is available at [www.swrcb.ca.gov](http://www.swrcb.ca.gov) or visit their official Internet site at <http://geotracker.waterboards.ca.gov>.

#### 7) CALIFORNIA STATEWIDE ALL WELLS DATABASE as of 07 Oct 2016.

The California Division of Oil, Gas, and Geothermal Resources, California Department of Conservation ("DOC"), maintains a database of oil, gas and geothermal wells in the state. Of the approximately 230,000 wells identified in the All Wells Database, approximately 105,000 are still in use. The majority of remaining wells have been sealed under supervision of the DOGGR. A smaller number have been deserted and have no known responsible operator. **Search Distance: 1/4 mile. Responsible Agency: State Department of Conservation**





## Environmental Screening Report For ALAMEDA County

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

**Public Record:** Well locations listed in the Statewide All Wells Database obtained from the Department of Conservation, Division of Oil, Gas and Geothermal Resources.

**For More Information:** Contact the State Department of Conservation, Division of Oil, Gas and Geothermal Resources at: (916) 445-9686.

### 8) NATIONAL PIPELINE MAPPING SYSTEM (NPMS) GAS TRANSMISSION AND HAZARDOUS LIQUID PIPELINES as of 31 Oct 2016.

The National Pipeline Mapping System (NPMS) is a geographic information system (GIS) created by the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry. The NPMS is created using data compiled from mandatory submissions made by pipeline, LNG (Liquid Natural Gas) plant operators, and voluntary submissions made by breakout tank operators. The data is processed by private contractors. Neither the United States government nor any party involved in the creation and compilation of NPMS data and maps guarantees its accuracy or completeness. NPMS data should be considered no more accurate than +/- 500 feet and must never be used as a substitute for contacting the appropriate one-call center prior to digging. PHMSA restricts access to the NPMS to federal, state, and local government agencies (including emergency responders). Pipeline operators are allowed access to their own pipeline data only. NPMS Public Map Viewer (<https://www.npms.phmsa.dot.gov/PublicViewer/>) allows the general public to view available data one county at a time and at a limited zoom level in accordance with PHMSA's security policy. Search Distance: 2,000 feet. Responsible Agency: PHMSA

**Public Record:** Gas transmission pipelines and hazardous liquid pipelines as depicted on the NPMS Public Map Viewer at a scale of 1:24,000.

**For More Information:** To identify a specific pipeline owner/operator, please use the NPMS Public Map Viewer at the URL provided above. For policy and technical questions regarding NPMS, please contact PHMSA.

### WANT MORE INFORMATION?

There is no single government agency that handles information for all contaminated Sites. Multiple agencies are responsible for organizing clean-up efforts at different types of Sites. Each generally maintains files on the Sites they oversee with information on the type and extent of contamination, clean-up efforts etc. There is also the possibility that the file may have no additional information. For general information, refer to the discussions in this Report. If your question isn't answered there, call us here at JCP-LGS. We will try and answer them for you.

In the list of databases above, there is the name and telephone number of the agency overseeing that site. Agencies are limited to answering general questions. **NOTE!** Additional information on a site may be limited and the government agency you contact will not venture opinions.

### How to Obtain Generalized Environmental Information

Brochures published by the Environmental Protection Agency (EPA) are a good source of general information. County health departments may have a health and safety officer or a "hazmat" (hazardous materials) specialist that can answer general questions also. The telephone number for the local Department of Health should be listed in the telephone book.

- Environmental Protection Agency Drinking Water Hotline: **(800) 426-4791**
- Federal Environmental Protection Agency Public Information Office: **(866) 372-9378**
- California Environmental Protection Agency: **(916) 445-3846**

### BACKGROUND ABOUT ENVIRONMENTAL HAZARDS

JCP-LGS provides a consumer guide titled, "Guide to Environmental Hazards", as a supplement to this environmental Report. This "plain-English" supplement discusses and explains environmental hazards and what they mean for residential property transactions. The guide may be freely downloaded (as a PDF document) and printed from our website at the following address:

[http://www.firstamprs.com/sites/default/files/jcp-lgs\\_residential\\_environmental\\_hazards\\_guide.pdf](http://www.firstamprs.com/sites/default/files/jcp-lgs_residential_environmental_hazards_guide.pdf)



## Terms and Conditions

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

### TERMS and CONDITIONS

#### ACCEPTANCE OR USE OF THIS REPORT CONSTITUTES APPROVAL AND ACCEPTANCE OF THE TERMS, CONDITIONS, AND LIMITATIONS STATED HEREIN.

The Report ("Report") is subject to each of the following Terms and Conditions. Each Recipient (defined below) of the Report agrees that the Report is subject to the following Terms and Conditions, and each Recipient agrees to be bound by such. Use of this Report by any Recipient constitutes acceptance of the Terms and Conditions to the Report. The Terms and Conditions below are incorporated by this reference into the Report. **This Report is not an insurance policy.**

This Report is made for the real property specifically described in the Report (the "Property") and solely for the transaction for which it was originally purchased ("Transaction"). The Property shall not include any property beyond the boundaries of the real property described in the Report. The Property shall not include any structures (whether located on the Property, or not), easements, or any right, title, interest, estate, or easement in any abutting streets, roads, alleys, lanes, ways, or waterways.

**IMPORTANT NOTICE:** Transferor(s) and transferee(s) shall read the complete Report in its entirety before the close of escrow. A "Signature Page" or "Summary Pages" document may be included in the electronic delivery of this Report. Those documents do not replace the complete Report or remove the need to read the complete Report, and do not remove the requirement to disclose. The Signature Page and Summary Pages documents are subject to the Terms and Conditions of the complete Report.

- A. **No Third Party Reliance on This Report.** Only the transferor(s) and transferee(s), and their agents/brokers, if any, involved in the Transaction (collectively, the "Recipients") may use and rely on this Report and only after they have paid in full for the Report. While disclosures made on the Natural Hazard Disclosure Statement in the Report may indicate certain risks to the Property, the disclosures are only "...between the transferor, the transferor's agents, and the transferee, and shall not be used by any other party, including, but not limited to, insurance companies, lenders, or governmental agencies, for any purpose." Cal. Civil Code section 1103.2, subdivision (g).
- B. **Seller and Seller's Agent's Responsibility of Full Disclosure.** Recipients are obligated to make disclosures, and always disclose material facts, that are within their actual knowledge.
- C. **Scope of Report.** This Report is limited to determining whether the Property is in those specified natural hazard zones and property tax districts, and in proximity to those specified environmental sites (depending on the report product ordered), as defined in the Report. The Report is not a geologic report or a land survey and no site inspection has been made in producing the Report. JCP-LGS makes no determination, expresses no opinion or view, and assumes no responsibility in this Report concerning the right, entitlement, or ability to develop or improve the Property. JCP-LGS has no information concerning whether the Property can be developed or improved. No determination is made and no opinion is expressed, or intended, by this Report concerning structures or soils on or outside of the Property, including, without limitation, habitability of structures or the Property, suitability of the Property for construction or improvement, potential for soil settlement, drainage, soil subsidence, or other soil or site conditions. The Recipient(s) is advised to consult the local Planning Department to determine whether factors beyond the scope of this Report may limit the transferee(s) ability to use or improve the Property.  
  
The Report is not a title report, and no determination is made and no opinion is expressed, or intended, by this Report as to title to the Property or liens against the Property, recorded or otherwise, or whether the Property is comprised of legal lots in conformance with the California Subdivision Map Act or local ordinances. The Report is not a property inspection report, and no determination is made and no opinion is expressed, or intended, by this Report concerning architectural, structural, mechanical, engineering, or legal matters, or the marketability or value of the Property. JCP-LGS has not conducted any testing or physical or visual examination or inspection of the Property, nor is this Report a substitute for any such testing, physical or visual examination, or inspection.
- D. **Tax and Environmental Disclosures (if included in Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the existence of property tax liabilities, or the existence of hazardous or toxic materials or substances, or any other defects, on, under, or in proximity to the Property, unless specifically described in the Report. JCP-LGS's total liability for any error or omission in its disclosures relating to taxes and/or environmental matters shall be limited to actual proven damages not to exceed \$10,000.
- E. **JCP-LGS Database Updates.** Each database used in this Report is updated by the responsible agency at various intervals. Updates for a database are determined by the responsible agency and may be made at any time and without notice. JCP-LGS maintains an update schedule and makes reasonable efforts to use updated information. For these reasons, JCP-LGS reports information as of the date when the database was last updated by JCP-LGS. That date is specified as the "Database Date" for each database.
- F. **Statutory and Additional Disclosures, Advisories, and Local Addenda (if included in Report).** No determination is made and no opinion is expressed, or intended, by this Report concerning the need to purchase earthquake or flood insurance for the Property. In preparing the Report, JCP-LGS accurately reported on information contained in Government Records. JCP-LGS reviewed and relied upon those Government Records specifically identified and described in the Report. JCP-LGS has not reviewed or relied upon any Government Records that are not specifically identified in the Report. JCP-LGS also has not reviewed any plat maps, survey maps, surveyor maps, assessor maps, assessor parcel maps, developer maps, or engineering maps, whether or not such maps have been recorded. No determination is made and no opinion is expressed, or intended, by the Report concerning any matters identified in Government Records that were not reviewed by JCP-LGS. Local Addenda, where applicable, are included "AS IS" as an accommodation to the local real estate board that provided the content; JCP-LGS assumes no responsibility for the accuracy of any information included in the Local Addenda.
- G. **FEMA Flood Determination Certificate (if accompanying the Report).** No determination is made and no opinion is expressed, or intended, by the Report concerning the requirement for or cost of flood insurance on the Property. Recipient(s) understands that a lender may require flood insurance to secure its loan collateral independent of whether FEMA may require flood insurance under the National Flood Insurance Program on a federally backed mortgage. The FEMA Flood Determination Certificate ("Flood Certificate"), which may accompany the Report, is produced by a third-party expert certified by FEMA to provide Flood Certificates. JCP-LGS assumes no liability for errors in that third-party flood determination.



## Terms and Conditions

**Property Address:** 4 COMMODORE DR #D325  
EMERYVILLE, ALAMEDA COUNTY, CA 94608  
("Property")

**APN:** 049-1529-274  
**Report Date:** 06/19/2017  
**Report Number:** 2120606

- H. **Changes to Government Record after Report Date.** This Report is issued as of the Report Date identified in the Report. JCP-LGS shall have no obligation to advise any Recipient of any information learned or obtained after the Report Date even if such information would modify or otherwise affect the Report. Subsequent to JCP-LGS acquisition of Government Records, changes may be made to said Government Records and JCP-LGS is not responsible for advising the Recipients of any changes. JCP-LGS will update this Report upon request and at no charge during the transaction process for which this Report was issued, but not to exceed one year from the date of the Report. Likewise, JCP-LGS is not liable for any impact on the Property that any change to the Government Records may have.
- I. **Government Record Sources.** JCP-LGS relies upon the Government Records specifically identified in the Report without conducting an independent investigation of their accuracy. JCP-LGS assumes no responsibility for the accuracy of the Government Records identified in the Report. JCP-LGS makes no warranty or representation of any kind, express or implied, with respect to the Report. JCP-LGS expressly disclaims and excludes any and all other express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose. The JCP-LGS Report is "AS IS".
- J. **Limitation of JCP-LGS's Liability**
1. JCP-LGS is not responsible for:
    - Any inaccuracies or incompleteness of the information in the Public Records.
    - Inaccurate address information provided for the Property.
    - Any other information not contained in the Public Records as of the Report Date.
    - Any information which would be disclosed by a physical inspection of the Property.
    - Any information known by one of the Parties.
    - The health or risk to humans or animals that may be associated with any of the disclosed hazards.
    - The costs of investigating or remediating any of the disclosed hazards.
  2. Except as otherwise expressly set forth in these Terms and Conditions, JCP-LGS's total liability and responsibility to all Recipients collectively for any and all liabilities, causes of action, claim or claims, including but not limited to claims for breach of contract or negligence, shall be for actual proven damages only caused directly by JCP-LGS's error up to a maximum of \$100,000. JCP-LGS expressly disclaims any liability for Recipients indirect, incidental and/or consequential damages, including without limitation lost profits even if such damages are foreseeable. In the event of any error, omission or inaccuracy in the JCP-LGS Report for which JCP-LGS is liable, JCP-LGS shall have no duty to defend or pay any attorneys' fees, costs or expenses incurred by the Recipients, or any of them. The Recipients, and each of them, expressly waive the benefits of California Civil Code Section 2778.
- K. **Reporting of Risk Elements for Condominium Projects, Planned Unit Developments, and Other Properties with Common or Undivided Interests.** Because California's Residential Natural Hazard Disclosure Law requires disclosure if any portion of the Property is located within a specified natural hazard area/zone, the Report must indicate that the subject Property falls within the area/zone if any portion of such a condominium project, planned unit development, or common area is located within a specified hazard area/zone.
- L. **Governing Law.** The Report shall be governed by, and construed in accordance with, the laws of the State of California.
- M. **Small Claims or Arbitration.** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. All disputes and claims arising out of or relating to the Report must be resolved by binding arbitration. This Report to arbitrate includes, but is not limited to, all disputes and claims between JCP-LGS, transferor(s) and transferee(s) and claims that arose prior to purchase of the Report. This agreement to arbitrate applies to transferor(s) and transferee(s) successors in interest, assigns, heirs, spouses, and children. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.
- Any arbitration must take place on an individual basis, JCP-LGS, transferor(s) and transferee(s) agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.
- The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. **A COPY OF THESE RULES IS AVAILABLE FROM THE AAA'S WEB SITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR ON REQUEST FROM THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY FEDERAL, STATE, OR OTHER APPLICABLE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.**
- The arbitration will take place in the same county in which the property covered by the Report is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Report.
- N. **Severability.** If any provision of the Terms and Conditions to this Report is determined to be invalid or unenforceable for any reason, then such provision shall be treated as severed from the remainder of the Terms and Conditions, and shall not affect the validity and enforceability of all of the other provisions of the Terms and Conditions.
- O. **Other Agreements.** This Report constitutes the entire, integrated agreement between JCP-LGS and Recipients, and supersedes and replaces all prior statements, representations, negotiations, and agreements.

**END OF REPORT**



One Daniel Burnham Court, #262-C  
San Francisco, California 94109  
Office Phone: (415)922-6200  
Office Fax: (415)922-4704

Escrow Officer Email: ktam@nat.com

North American Title Company, Inc.  
One Daniel Burnham Court, #262-C  
San Francisco, CA 94109

Our Order No. 1511809

Property Address: 4 Commodore Drive #D325,  
Emeryville, California 94608

Attention: Karen Tam

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**Preliminary Report** Dated as of June 05, 2017 at 7:30 A.M.

In response to the above referenced application for a Policy of Title Insurance,

**North American Title Insurance Company**

Hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and limitations on covered risks of said Policy or Policies are set forth in Exhibit A attached. The Policy to be issued may contain an Arbitration Clause. When the amount of insurance is less than that set forth in the Arbitration Clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the Parties. Limitations on covered risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a deductible amount and a maximum dollar limit of liability for certain coverages are also set forth in Exhibit A. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The form of Policy of title insurance contemplated by this report is: ALTA Extended Loan Policy

Please note that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) can only be issued on transactions involving individuals as purchasers and residential 1-4 properties. Any indication that the America First Homeowner's Policy (CLTA/ ALTA Homeowner's Policy) will be issued in a transaction that does not meet these criteria is hereby revised to state that the policy contemplated is a Standard Coverage Policy.

Richard Hofer, Title Officer

## SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:  

A condominium in fee simple, as defined in Section 783 of the California Civil Code.
2. Title to said estate or interest at the date hereof is vested in:  

Alex Girsh, a married man as his sole and separate property
3. The Land referred to in this report is situated in the City of Emeryville, County of Alameda, State of California, described as follows:

**See attached Legal Description**

## LEGAL DESCRIPTION

Real property in the City of Emeryville, County of Alameda, State of California, described as follows:

A CONDOMINIUM COMPRISED OF:

PARCEL ONE:

AN UNDIVIDED 0.6549% INTEREST IN LOT "D", TRACT 4142, FILED APRIL 19, 1979, MAP BOOK 110, PAGES 27 AND 28, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM:

A) ALL THE UNITS AS SAID UNITS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM, DATED SEPTEMBER 24, 1979, RECORDED OCTOBER 11, 1979, SERIES NO. 79-204118, ALAMEDA COUNTY RECORDS AND SHOWN ON THE PLAN ATTACHED THERETO AS EXHIBIT "A".

B) THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF SAID LOT DEFINED AS BALCONIES OR PATIOS AND DESIGNATED WITH A "P" ON THE PLAN ABOVE REFERRED TO.

PARCEL TWO:

UNIT 325, AS SHOWN ON THE PLAN ABOVE REFERRED TO.

PARCEL THREE:

THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE AREAS DEFINED AS BALCONIES OR PATIOS AND DESIGNATED "P" ON THE PLAN ABOVE REFERRED TO ADJACENT TO PARCEL TWO, ABOVE FOR THE BENEFIT OF AND APPURTENANT TO PARCELS ONE AND TWO ABOVE.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, APPURTENANT TO AND FOR THE BENEFIT OF PREMISES, AS SET FORTH IN INSTRUMENT NO. 78-096763, RECORDED MAY 24, 1978, ALAMEDA COUNTY RECORDS.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, APPURTENANT TO AND FOR THE BENEFIT OF PREMISES AS SET FORTH IN INSTRUMENT NO. 78-096764, RECORDED MAY 24, 1978, ALAMEDA COUNTY RECORD.

PARCEL SIX:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAINAGE FACILITIES, APPURTENANT TO AND FOR THE BENEFIT OF PREMISES, AS SET FORTH IN INSTRUMENT NO, 78-096765, RECORDED MAY 24, 1978, ALAMEDA COUNTY RECORDS.

APN: **049-1529-274**

## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions in the policy form designated on the face page of this report would be as follows:

**NOTE: IT IS THE RESPONSIBILITY OF ALL PARTIES INVOLVED TO REVIEW EVERY ITEM CONTAINED IN THIS PRELIMINARY REPORT, INCLUDING BUT NOT LIMITED TO THE ITEM(S) HIGHLIGHTED HEREIN FOR YOUR IMMEDIATE ATTENTION TO BE PAID AND/OR RESOLVED AT OR BEFORE CLOSING, BEFORE A TITLE POLICY IS ISSUED.**

1. General and special taxes and assessments for the fiscal year 2017-2018, a lien not yet due or payable.
2. Taxes for proration purposes only for the fiscal year 2016-2017.  
First Installment: \$1,462.19, PAID  
Second Installment: \$1,462.19, PAID  
Tax Rate Area: 14-000  
APN: 049-1529-274
3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
4. Any easements or servitudes appearing in the public records.  
Affects: Common Area.
5. Public trust of commerce, navigation and fisheries over any portion of said land which is submerged or subject to the ebb and flow of tides or which was filled subsequent to February 1980.
6. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded November 24, 1999 as Instrument No. 1999427166 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document Entitled "Statement of Designation of Current Board of Directors Watergate Community Association" recorded May 20, 2009 in Instrument No. 2009160059 of official records.

Document Entitled "Statement of Designation of Current Board of Directors Watergate Community Association" recorded May 20, 2009 in Instrument No. 2009160060 of official records.

Document Entitled "Statement of Designation of Current Board of Directors the Watergate Community Association" recorded June 09, 2009 in Instrument No. 2009181637 of official records.

Document Entitled "Statement of Designation of Current Board of Directors the Watergate Community Association" recorded December 18, 2013 in Instrument No. 2013386990 of official records.

7. Inquiry should be made of the Watergate Homeowners Association.
8. A Deed of Trust to secure an original indebtedness of \$ 460,000.00 recorded May 01, 2017 as Instrument No. 2017096428 of Official Records.

Dated: April 28, 2017  
Trustor: Alex Girsh, a married man as his sole and separate property  
Trustee: North American Title Company  
Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for  
Lender: HomeBridge Financial Services, Inc

\*\*\*\*\* END OF REPORT \*\*\*\*\*



1.     City Transfer Tax: The following City Charged Transfer Tax is in addition to the Normal Transfer Tax. The tax is based on the full value of the transfer without allowance for liens or encumbrances assumed - the fee shown is the fee per thousand dollars of value or fraction thereof. The rates shown are subject to change by city at any time.

CITY	FEE
Alameda	\$12.00
Albany	\$11.50
Berkeley	\$15.00
Emeryville	\$12.00
Hayward	\$ 4.50
Oakland	\$15.00
Piedmont	\$13.00
San Leandro	\$ 6.00

2.     Notice of change in ownership recording procedure

Effective July 1, 1985 pursuant to state law as amended January 1, 2011 (Section 480.3 of the Revenue and Taxation Code), all Deeds and other Documents that reflect a change in ownership must be accompanied by a Preliminary Change of Ownership Report to be completed by the transferee.

If this special report is not presented at the time of recording, an additional recording fee of \$20.00, as required by law, will be charged.

Preliminary Change in Ownership forms, instructions on how to complete them, and a non-exclusive list of documents that are affected by this change, are available from the County Recorder's Office or the Office of the County Assessor.

3.     GOOD FUNDS LAW

Under Section 12413.1 of the California Insurance Code, North American Title Company, Inc. may only make funds available for disbursement in accordance with the following rules:

Same day availability. Disbursement on the date of deposit is allowed only when funds are deposited to North American Title Company, Inc. by Cash or Electronic Transfer (Wire). Cash will be accepted only under special circumstances and upon approval by management.

Next business day availability. If funds are deposited to North American Title Company, Inc. by cashier's checks, certified checks or teller's checks, disbursement may be on the next business day following deposit. A "teller's check" is one drawn by an insured financial institution against another insured financial institution (e.g., a savings and loan funding with a check drawn against a FDIC insured bank).

Second business day availability. If the deposit is made by checks other than those described in paragraphs 1 and 2 above, disbursement may occur on the day when funds must be made available to depositors under Federal Reserve Regulation CC. In most cases, these checks will be available on the second business day following deposit. (For further details, consult California Insurance Code Section 12413, et seq. and Regulation CC).

These are the minimum periods before funds will be made available. North American Title Company, Inc. is not obligated to disburse funds at the expiration of the time periods above, and expressly reserves the right to require additional time before disbursing on deposited funds. Close of escrow and final disbursement will not be made based on deposits in the form of personal checks, corporate checks, credit union checks, money market checks, travelers checks and official checks until confirmation of final clearance of the funds.

North American Title Company, Inc. will not be responsible for accruals of interest or other charges resulting from compliance with the disbursement restrictions imposed by state law.

4. North American Title Company, Inc.'s charges for recording the transaction documents include charges for services performed by North American Title Company, Inc., in addition to an estimate of payments to be made to governmental agencies.
5. Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.
6. The map attached, if any, may or may not be a survey of the land depicted hereon. North American Title Company, Inc. expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

**NORTH AMERICAN TITLE COMPANY, INC.**  
One Daniel Burnham Court, #262-C, San Francisco, CA 94109  
(415)922-6200 Fax: (415)922-4704 Email: ca102shared@nat.com

**Closing Protection Letters can be ordered directly by emailing cacpl@nat.com with your title order number and property address.**

Attention:

Your Ref:

Our Order No.: 56604-1511809-17

**LENDERS SUPPLEMENTAL REPORT**

Dated as of June 05, 2017 AT 7:30 A.M.

Title Officer: Richard Hofer

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy of Title Insurance:

Our ALTA Loan Policy, when issued, will contain Endorsement Nos. 100 and 116.

There is located on said land a Condominium  
Known as: 4 Commodore Drive #D325  
City of Emeryville  
County of Alameda  
State of California.

According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

A document recorded May 01, 2017 as Instrument No. 2017096426 of Official Records.

From: Sabina Alieva-Girsh, spouse of grantee

To: Alex Girsh, a married man as his sole and separate property

A document recorded May 01, 2017 as Instrument No. 2017096427 of Official Records.

From: Lora Martinenko, Trustee of The "1998 Martinenko Family Trust" Dated November 2, 1998

To: Alex Girsh, a married man as his sole and separate property

## Privacy Policy

### North American Title Group, Inc. Family of Companies

Effective Date: **SEPTEMBER 1, 2016**

<b>FACTS</b>		<b>WHAT DOES NORTH AMERICAN TITLE GROUP, INC. FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number, birthdate, driver's license number and income</li> <li>• transaction history and payment history</li> <li>• purchase history and account balances</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons North American Title Group, Inc. Family of Companies ("NATG") choose to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>		<b>Does NATG share?</b>
<b>For our everyday business purposes</b> –such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes
<b>For our marketing purposes</b> – to offer our products and services to you		Yes
<b>For joint marketing with other financial companies</b>		No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences		No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness		Yes
<b>For our affiliates to market to you</b>		No
<b>For nonaffiliates to market to you</b>		Yes
<b>For nonaffiliates to market to you</b>		No
<b>Questions?</b>	Call 1 (844) 654-5408	
<b>Who we are</b>		
<b>Who is providing this notice?</b>	The North American Title Group, Inc. Family of Companies (identified below), which offers title insurance, settlement services, and property and casualty insurance.	
<b>What we do</b>		
<b>How does NATG protect your personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	

<p><b>How does NATG collect your personal information?</b></p>	<p>In general, you can visit our website on the World Wide Web without disclosing your identity or any information about yourself. Our web servers collect statistical information, such as the number of visitors, returning visitors, country of origin, source of traffic (e.g., Google) and method of access (e.g., mobile), but not the email addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information used to improve the overall content of our website to all visitors. You may choose to provide personal information to us through our website in order to request information, products or services, or to submit a complaint or inquiry. Any information provided via our website will be used only in accordance with the policies outlined here.</p> <p>We collect your personal information, for example, from:</p> <ul style="list-style-type: none"> <li>• Applications, contracts or other forms you complete.</li> <li>• Information provided about your transaction by you, by affiliates or others, whether received in writing, in person, by telephone or any other means.</li> <li>• Information provided to us by other parties involved in your transaction, such as your lender, mortgage broker, attorney or real estate broker. Such items may include an appraisal, land survey, credit report and account information.</li> <li>• Information we receive from a consumer reporting agency or credit bureau.</li> </ul>
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<p><b>Why can't you limit all sharing?</b></p>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul>
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## Definitions

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, consumer reporting agencies and others.</i></li> <li>• <i>NATG does not share with nonaffiliates so they can market their goods or service to you.</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. NATG does not jointly market.</p> <ul style="list-style-type: none"> <li>• NATG doesn't jointly market.</li> </ul>

## Affiliate Marketing

<p>To limit sharing with affiliates for marketing purposes</p>	<p>NATG may share your information with its affiliates so that the affiliates can market to you. To prevent this sharing, opt out</p> <ul style="list-style-type: none"> <li>• By visiting the following webpage for full instructions and a link to the Opt Out process via our NATTRACK system: <a href="http://www.nat.com/Opt-Out">www.nat.com/Opt-Out</a></li> <li>• Or</li> <li>• Send written notification to North American Title Group Attn: General Counsel 760 Northwest 107th Avenue, Suite 400 Miami, FL 33172</li> </ul>
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The North American Title Group, Inc. Family of Companies consists of the following entities:

North American Title Company North American Title Company dba Realstar Title North American Title Company, Inc. North American Title Company of Colorado North American Title Insurance Company North American Services, LLC North American Title Agency, Inc.	North American Title Agency, LLC North American Abstract Agency NASSA, LLC North American Title, LLC North American Advantage Insurance Services, LLC North American National Title Solutions, LLC
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**CLTA STANDARD COVERAGE POLICY - 1990  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

1 For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.  
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$5,000

**2006 ALTA LOAN POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

[Except as provided in Schedule B - Part II, [or T] this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

**[PART I**

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. ]

**PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

[This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

### ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions, or location of any improvement erected on the Land; (iii) the subdivision of land; or (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed, or agreed to by the Insured Claimant; (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy; (c) resulting in no loss or damage to the Insured Claimant; (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is (a) a fraudulent conveyance or fraudulent transfer, or (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



# ASSESSOR'S MAP 49

Code Area Nos. 14-000

TR. 4142 11/0/27

SEE PG. 1527 FOR COMMON AREAS

1529

DRAWN: 12-17-79 PB

FORMERLY:

REVISED: 7-9-87 PB

LOT C										LOT D										LOT F									
C-201	C-237	C-308	C-338	C-402	C-434	C-462	D-151	D-211	D-259	D-287	D-334	D-372	D-410	D-444	F-201	F-229	F-263	F-293	F-324	F-356	F-386	F-414	F-442	F-477					
1	28	39	82	109	136	163	175	202	229	256	283	310	337	364	386	413	440	467	494	521	548	575	602	629					
C-202	C-238	C-307	C-339	C-403	C-435	C-463	D-152	D-212	D-259	D-301	D-335	D-373	D-411	D-445	F-202	F-230	F-264	F-294	F-325	F-357	F-387	F-415	F-443	F-478					
2	29	36	83	110	137	164	176	203	230	257	284	311	338	365	387	414	441	468	495	522	549	576	603	630					
C-203	C-239	C-308	C-340	C-404	C-436	C-464	D-153	D-213	D-260	D-302	D-336	D-374	D-412	D-446	F-203	F-231	F-265	F-295	F-326	F-358	F-388	F-416	F-444	F-479					
3	30	37	84	111	138	165	177	204	231	258	285	312	339	366	388	415	442	469	496	523	550	577	604	631					
C-204	C-240	C-309	C-341	C-405	C-437	C-301	D-154	D-221	D-261	D-303	D-337	D-375	D-413	D-447	F-204	F-232	F-266	F-296	F-327	F-359	F-389	F-417	F-445	F-480					
4	31	38	85	112	139	166	178	205	232	259	286	313	340	367	389	416	443	470	497	524	551	578	605	632					
C-205	C-241	C-310	C-342	C-406	C-438	C-302	D-155	D-222	D-262	D-304	D-338	D-376	D-414	D-451	F-205	F-233	F-267	F-297	F-328	F-360	F-390	F-418	F-451	F-481					
5	32	39	86	113	140	167	179	206	233	260	287	314	341	368	390	417	444	471	498	525	552	579	606	633					
C-206	C-242	C-311	C-343	C-407	C-439	C-303	D-156	D-223	D-263	D-305	D-339	D-377	D-422	D-452	F-206	F-234	F-268	F-301	F-329	F-361	F-391	F-419	F-452	F-482					
6	33	40	87	114	141	168	180	207	234	261	288	315	342	369	391	418	445	472	499	526	553	580	607	634					
C-207	C-243	C-312	C-344	C-408	C-440	C-304	D-157	D-224	D-264	D-306	D-340	D-378	D-423	D-453	F-207	F-235	F-269	F-302	F-330	F-362	F-392	F-421	F-453	F-483					
7	34	41	88	115	142	169	181	208	235	262	289	316	343	370	392	419	446	473	500	527	554	581	608	635					
C-208	C-244	C-313	C-345	C-409	C-441	C-305	D-158	D-225	D-265	D-307	D-341	D-379	D-424	D-454	F-208	F-236	F-270	F-303	F-331	F-363	F-393	F-422	F-454	F-484					
8	35	42	89	116	143	170	182	209	236	263	290	317	344	371	393	420	447	474	501	528	555	582	609	636					
C-209	C-251	C-314	C-346	C-410	C-442	C-327	D-159	D-226	D-266	D-308	D-351	D-380	D-425	D-455	F-209	F-237	F-271	F-304	F-332	F-364	F-394	F-423	F-455	F-485					
9	36	43	90	117	144	171	183	210	237	264	291	318	345	372	394	421	448	475	502	529	556	583	610	637					
C-210	C-252	C-315	C-347	C-411	C-443	C-328	D-160	D-227	D-267	D-309	D-352	D-381	D-426	D-456	F-210	F-238	F-272	F-305	F-333	F-365	F-395	F-424	F-456	F-486					
10	37	44	91	118	145	172	184	211	238	265	292	319	346	373	395	422	449	476	503	530	557	584	611	638					
C-211	C-253	C-316	C-349	C-412	C-444	C-330	D-171	D-228	D-268	D-310	D-353	D-382	D-427	D-457	F-211	F-239	F-273	F-306	F-334	F-366	F-396	F-425	F-457	F-487					
11	38	45	92	119	146	173	185	212	239	266	293	320	347	374	396	423	450	477	504	531	558	585	612	639					
C-212	C-254	C-317	C-350	C-413	C-445	C-331	D-172	D-229	D-271	D-311	D-354	D-383	D-428	D-471	F-212	F-240	F-274	F-307	F-335	F-367	F-397	F-426	F-458	F-488					
12	39	46	93	120	147	174	186	213	240	267	294	321	348	375	397	424	451	478	505	532	559	586	613	640					
C-213	C-255	C-318	C-351	C-414	C-446	C-1	D-173	D-230	D-272	D-312	C-355	D-384	D-429	D-472	F-213	F-241	F-275	F-308	F-336	F-368	F-398	F-427	F-459	F-489					
13	40	47	94	121	148	175	187	214	241	268	295	322	349	376	398	425	452	479	506	533	560	587	614	641					
C-214	C-256	C-319	C-352	C-415	C-447	X	D-174	D-231	D-273	D-313	C-356	D-385	D-430	D-473	F-214	F-242	F-276	F-309	F-337	F-369	F-399	F-428	F-460	F-490					
14	41	48	95	122	149	176	188	215	242	269	296	323	350	377	399	426	453	480	507	534	561	588	615	642					
C-215	C-257	C-320	C-353	C-416	C-449		D-175	D-232	D-274	D-321	D-357	D-386	D-431	D-474	F-215	F-243	F-280	F-310	F-338	F-370	F-401	F-429	F-461	F-491					
15	42	49	96	123	150		189	216	243	275	297	324	351	378	400	427	454	481	508	535	562	589	616	643					
C-216	C-258	C-321	C-354	C-417	C-450		D-176	D-233	D-275	D-322	D-358	D-387	D-432	D-475	F-216	F-251	F-281	F-311	F-339	F-371	F-402	F-430	F-462	F-492					
16	43	50	97	124	151		190	217	244	276	298	325	352	379	401	428	455	482	509	536	563	590	617	644					
C-217	C-259	C-322	C-355	C-418	C-451		D-177	D-234	D-276	D-323	D-359	D-388	D-433	D-476	F-217	F-252	F-282	F-312	F-340	F-372	F-403	F-431	F-463	F-493					
17	44	51	98	125	152		191	218	245	277	299	326	353	380	402	429	456	483	510	537	564	591	618	645					
C-218	C-260	C-323	C-356	C-419	C-452		D-201	D-235	D-277	D-324	D-360	D-389	D-434	D-477	F-218	F-253	F-283	F-313	F-341	F-373	F-404	F-432	F-464	F-494					
18	45	52	99	126	153		192	219	246	278	300	327	354	381	403	430	457	484	511	538	565	592	619	646					
C-219	C-261	C-324	C-357	C-420	C-453		D-202	D-236	D-278	D-325	D-361	D-401	D-435	D-478	F-219	F-254	F-284	F-314	F-342	F-374	F-405	F-433	F-465	F-495					
19	46	53	100	127	154		193	220	247	279	301	328	355	382	404	431	458	485	512	539	566	593	620	647					
C-220	C-262	C-330	C-358	C-421	C-454		D-203	D-237	D-279	D-326	D-362	D-402	D-436	D-479	F-221	F-255	F-285	F-315	F-343	F-375	F-406	F-434	F-466	F-496					
20	47	54	101	128	155		194	221	248	280	302	329	356	383	405	432	459	486	513	540	567	594	621	648					
C-221	C-263	C-331	C-359	C-422	C-455		D-204	D-238	D-280	D-327	D-363	D-403	D-437	D-480	F-222	F-256	F-286	F-316	F-344	F-376	F-407	F-435	F-467	F-497					
21	48	55	102	129	156		195	222	249	281	303	330	357	384	406	433	460	487	514	541	568	595	622	649					
C-222	C-264	C-332	C-360	C-423	C-456		D-205	D-239	D-281	D-328	D-364	D-404	D-438	D-481	F-223	F-257	F-287	F-317	F-345	F-377	F-408	F-436	F-468	F-498					
22	49	56	103	130	157		196	223	250	282	304	331	358	385	407	434	461	488	515	542	569	596	623	650					
C-223	C-265	C-333	C-361	C-424	C-457		D-206	D-240	D-282	D-329	D-365	D-405	D-439		F-224	F-258	F-288	F-318	F-346	F-378	F-409	F-437	F-469	F-499					
23	50	57	104	131	158		197	224	251	283	305	332	359		408	435	462	489	516	543	570	597	624	651					
C-224	C-266	C-334	C-362	C-425	C-458		D-207	D-241	D-283	D-330	D-366	D-406	D-440		F-225	F-259	F-289	F-319	F-347	F-379	F-410	F-438	F-470						
24	51	58	105	132	159		198	225	252	284	306	333	360		409	436	463	490	517	544	571	598	625						
C-225	C-267	C-335	C-363	C-426	C-459		D-208	D-242	D-284	D-331	D-367	D-407	D-441		F-226	F-260	F-290	F-321	F-348	F-380	F-411	F-439	F-471						
25	52	59	106	133	160		199	226	253	285	307	334	361		410	437	464	491	518	545	572	599	626						
C-226	C-268	C-336	C-364	C-427	C-460		D-209	D-243	D-285	D-332	D-368	D-408	D-442		F-227	F-261	F-291	F-322	F-349	F-381	F-412	F-440	F-472						
26	53	60	107	134	161		200	227	254	286	308	335	362		411	438	465	492	519	546	573	600	627						
C-227	C-269	C-337	C-401	C-433	C-461		D-210	D-244	D-286	D-333	D-371	D-409	D-443		F-228	F-262	F-292	F-323	F-350	F-382	F-413	F-441	F-473						
27	54	61	108	135	162		201	228	255	287	309	336	363		412	439	466	493	520	547	574	601	628						

A.C.M.

REF:

H.P.N.

IND. PG.



Renovation Design Realty  
**Water-Conserving Plumbing Fixtures Advisory**

**Subject Property:** 4 Commodore Dr., Emeryville CA 94608

California Civil Code Section 1101 requires installation of water-conserving plumbing fixtures when the existing plumbing fixtures are “noncompliant”. There are various dates for compliance with these requirements depending upon the type of structure, when it was built and when it is sold.

**A noncompliant plumbing fixture** means:

1. Any toilet manufactured to use more than 1.6 gallons of water per flush;
2. Any urinal manufactured to use more than one gallon of water per flush;
3. Any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute; and
4. Any interior faucet that emits more than 2.2 gallons of water per minute.

**Single Family Residences:** A Single-Family Residence (“SFR”) is defined as “property that is improved with a building containing not more than one unit that is intended for human habitation”. Under that definition, a single unit in a condominium or town house building that consists of other units is not considered a SFR under this statute.

Until December 31, 2016, if a SFR is altered or improved, the installation of compliant plumbing fixtures must be a condition of final permit approval.

However, after January 1, 2017, **All SFR must comply with this law by replacing all noncompliant plumbing fixtures whether or not the property is being remodeled or sold.** As of that date, all Sellers of SFR will be required to disclose to potential Buyers whether the property includes any noncompliant plumbing fixture. This statute has no exemptions or exceptions for any particular type of transactions such as court ordered sales, trust sales or REOs.

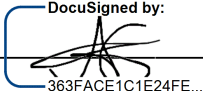
**Multi-Family and Commercial Properties:** Until December 31, 2018, as a condition of final permit approval, owners must replace all plumbing fixtures with water-conserving fixtures if:

1. Permits are obtained to increase the floor area by more than 10%;
2. Building alterations or improvements exceed \$150,000 in costs; or
3. Permits are obtained for a room with plumbing fixtures.

After January 1, 2019: All multi-family and commercial properties must comply with this law by replacing all noncompliant plumbing fixtures and Sellers of such properties must disclose to the prospective Buyer whether the property includes any noncompliant plumbing fixtures.

Cities and counties have different definitions for what constitutes an “alteration” or “improvement” that would trigger the need for installing compliant plumbing fixtures. Buyers and Sellers should investigate this issue with appropriate local experts.

Real Estate Brokers cannot determine compliance with these regulations and will not verify the information supplied by Sellers or third parties. The undersigned acknowledge receipt of this Advisory.

Seller:  \_\_\_\_\_ Date: 6/22/2017

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



WIRE FRAUD ADVISORY
(C.A.R. Form WFA, 6/16)

Property Address: 4 Commodore Dr, D325, Emeryville, California 94608 ("Property").

WIRE FRAUD ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring funds is a welcome convenience, buyers and sellers need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided, to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers have also had their sales proceeds taken through similar schemes.

ACCORDINGLY, BUYERS AND SELLERS ARE ADVISED:

- 1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
2. DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.
3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire instructions, immediately notify your bank, the Escrow Holder and your real estate agent. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud Advisory.

Buyer \_\_\_\_\_ Date \_\_\_\_\_
Buyer \_\_\_\_\_ Date \_\_\_\_\_
Seller X [Signature] \_\_\_\_\_ Date 6/22/2017
Seller [ID: 363FACE1C1E24FE...] \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_



**EAST BAY DISCLOSURES AND DISCLAIMERS ADVISORY**

*A Service of the Oakland/Berkeley Association of REALTORS® with the participation of the Alameda and Contra Costa Associations of REALTORS®. This form is intended for use with the California Association of REALTORS® forms RPA "Residential Purchase Agreement" and/or RIPA "Residential Income Purchase Agreement".*

This Advisory is intended for use in the following cities and surrounding unincorporated areas:

**Alameda County** - Alameda, Albany, Berkeley, Emeryville, Oakland, Piedmont.

**West Contra Costa County** - Crockett, El Cerrito, El Sobrante, Hercules, Kensington, Pinole, Richmond, Rodeo, San Pablo. Please also review the separate Contra Costa County or city specific Ordinances and Regulations for property in the area you are either selling or buying.

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**East Bay Disclosures and Disclaimers Advisory****Revised May 9, 2016**

The information in this Advisory has been compiled with the participation of Alameda, Oakland/Berkeley and the West Contra Costa Associations of REALTORS as a service to its members and is effective as of April 2016. This Advisory is not intended to be nor should it be considered to be an accurate reflection of all of the legal requirements that may be imposed by the governmental and quasi governmental entities referenced in this Advisory either as of the date the document was created or at any time thereafter. Real Estate Brokers and their Sales Associates do not have the requisite training or skills to determine the legal sufficiency of this Addendum or the legal requirements that may be imposed upon the Property. If Seller or Buyer has any questions or concerns regarding their legal rights and obligations then they should consult with their own qualified California real estate attorney.

This Advisory consists of several disclosures and disclaimers regarding the purchase of real property located in the above portions of the East Bay. It is not intended to be a comprehensive guide to buying real estate nor is it designed to alarm you. It does not limit any legal duty of real estate brokers; however it does point out some limitations on real estate brokers' ability to provide assistance to you. This Advisory is intended to educate and inform you that in purchasing something as important and valuable as real estate, you have a legal responsibility to protect yourself by taking special precautions to investigate the issues detailed in this Advisory and any other issues which impact the use, value or desirability of the Property. Consult with the appropriate experts and/or governmental agencies. Do not just rely on real estate brokers or Sellers as sources for all information. When you have questions, doubts or concerns conduct your own investigation. For more information about Alameda County, buyers can go on line at <http://www.acgov.org>. For more information about Contra Costa County, buyers can go on line at <http://www.co.contra-costa.ca.us/>.

This Advisory was revised as of April 2016 and the information in this Advisory may change over time and/or new issues may develop due to actions taken at the federal, state, county, city and/or private, local level. Some of the issues that are covered in this Advisory are point of sale or retro-fit requirements that may also get triggered by remodeling efforts or efficiency requirements. Sellers and Buyers should investigate the applicability of these requirements to the past, present and future sale, purchase, ownership and/or development of the Property.

- Sellers must understand the importance and significance of their disclosure obligations. Sellers need to take the time to carefully and fully complete all aspects of the disclosure documents. Sellers must disclose anything that is known to the Sellers that materially affects value or desirability of the Property. Sellers who need help in completing their disclosure obligations should consult with their own attorney; Brokers cannot determine the legal sufficiency of any disclosure.
- Sellers and Buyers should read this Advisory in conjunction with a careful review of all disclosures required by Sellers and by the real estate Brokers involved in the transaction including, without limitation, the Transfer Disclosure Statement and the Supplemental Property Questionnaire, if provided by Seller.
- Buyers are responsible for conducting their own investigations into the issues discussed in this Advisory as well as those issues that are not referenced below to the extent that those additional issues may affect the Buyers' determination of the value or desirability of the Property. That investigation should take place prior to the Buyer's removal or waiver of any inspection contingency. Buyers are urged to:
  - Carefully read the information contained in any advisories, disclosures, inspections, and/or reports that Buyers receive from any source.
  - Conduct additional/further investigations and inspections regarding any issues that concern Buyers which are raised in those advisories, disclosures, inspections, and/or reports received by Buyers from any source.
  - Thoroughly and thoughtfully inspect and evaluate the Property and, in so doing, meet Buyers' obligation to protect themselves, including those facts which are known to or within the diligent attention and observation of the Buyers.

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- Buyers need to inquire into other or additional matters (beyond those contained in this Advisory) to the extent that those additional issues affect the Buyers' determination of the value or desirability of the Property
- Buyers must bear in mind that a Property may suffer defects and deficiencies which neither Sellers nor Brokers are aware. Buyers should also recognize that not all issues can be objectively determined and some issues can have varying impacts on different people since some people may be more sensitive than others.
- Buyers are urged to engage licensed professionals to evaluate all aspects of the Property and to consult all appropriate governmental agencies. Buyers' right to conduct certain types of investigations may be limited by the Purchase Contract.
- Any representations about the issues in this Advisory made by third parties have not been verified by Brokers and need to be independently confirmed by Buyers.
- **Although licensed to list, sell and lease real estate, Brokers may not have expertise on the issues in this Advisory.**

This Advisory is not meant to be a complete source of information on all matters which can become issues in real property purchase and sale contracts. **Given Buyer's legal duty to exercise reasonable care to protect himself or herself regarding facts that are known to or within the diligent attention or observation of a buyer, Buyer is urged to investigate, without limitation, the items in the following paragraphs of this Advisory as well as the condition of the foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, energy efficiency, security, appliances/personal property, pool/spa, and all other systems and components.**

The Oakland/Berkeley Association of REALTORS® does not warrant or guarantee the accuracy of the information contained in this Advisory or the adequacy of the information contained herein as it relates to a specific real property transaction.

**A. MARKET CONDITIONS ADVISORY****1. GENERAL CONDITIONS**

Real estate markets are cyclical. It is impossible to predict what the market conditions will be at any given time. The ultimate decision of what amount to offer on any given property rests with the buyer. Buyers need to decide what they are willing to pay for a property in light of market conditions and their own financial resources. Buyers also must decide what type of offer they are willing to make in recognition of market conditions existing at the time of their offer. Purchase price is not a simple calculation based upon square footage but an agreement as to what the Buyer will pay and what the Seller will accept.

Real estate brokers traditionally recommend that Buyers protect themselves by conditioning their purchase of the Property on an inspection of the Property so that the Buyers can be assured that the Property meets their needs. In some markets, many Buyers are choosing to forego that sage advice so that their offer is more attractive to the Seller. If, after making an offer without a property condition contingency, a Buyer becomes aware of an aspect of the condition of the Property that affects its value or desirability, the Buyer may still be required to proceed to purchase the Property or possibly pay damages to the Seller, which may be the deposit in escrow. If this is a condition that must subsequently be repaired, the Buyer may have no legal recourse against any of the parties in the transaction after escrow closes including the Seller, the brokers or the inspectors, and then the Buyer may have to pay to correct those problems.

Waiving the right to have a contingency regarding the property condition does not waive the Buyer's right to inspect the Property, even if the Property is being sold "AS IS". Regardless of whether there is a property condition contingency, Broker recommends that prospective Buyers have the Property thoroughly inspected by their own experts prior to the close of escrow.

The lender's approval of financing includes the lender's determination that (A) the Buyer is creditworthy and can afford to make the mortgage payments and (B) that the Property appraises for at least the principal amount of the loan. Even if a Buyer has obtained a pre-qualification or pre-approval letter from a lender, the lender may not ultimately approve the loan if the lender's appraiser determines that the Property's fair market value is less than the amount of the purchase price or if the Buyer's financial/employment situation has changed. If there is no financing contingency and the Property does not "appraise", the Buyer may not be able to afford to make up the difference between the loan amount applied for and the loan amount actually offered by the lender. Under those circumstances, the Buyer may not be able to perform on Buyer's contractual obligations. This could then result in the Buyer paying damages to the Seller. It is a serious risk for a Buyer to eliminate from the purchase contract their right to have a financing contingency if they intend to secure a loan.

## 2. SHORT SALES

Sellers facing mortgage difficulties have several options including a loan modification, short sale, foreclosure, deed in lieu of foreclosure and bankruptcy; each seller's situation is different. The Seller's decision as to which of these options are chosen may affect the Seller's taxes, credit rating, and/or future options. Brokers and their agents cannot, and will not, provide tax, credit and/or legal advice regarding these possible options, or how any of these issues may affect any sale of the Property. Because of these important issues, prior to proceeding with a short sale, Sellers are strongly urged to consult with a Certified Public Accountant, credit consultant, and/or an attorney specializing in real property, taxation and bankruptcy issues. To the extent that Seller fails to obtain this necessary advice, Seller is acting against the advice and recommendation of Broker.

Seller and Buyer are advised that the sale of the Property will result in a "short sale" if there is insufficient equity in the Property to pay off all of the liens, including deeds of trust, judgments, unpaid taxes and any other debts that have been recorded against the Property and/or the closing costs, including real estate commissions. Therefore the Seller's lender(s) must agree to take less money than they are legally entitled to receive so as to enable the Seller to sell the Property to the Buyer for the terms agreed to in the purchase agreement.

Seller and Buyer acknowledge that as part of the short sale approval process the lender(s) will issue a letter or other document detailing the terms and conditions upon which the lender(s) will agree to a short sale ("Term Sheet"). The Term Sheet must be adhered to by all parties. A Seller is entitled to the lender-approved short sale, and a Buyer is entitled to buy, only if ALL of the terms and conditions required by the lender(s) are fully met. There is potential liability for any party who tries to circumvent or "work around" those terms and conditions either through escrow or outside of escrow. All payments to be made by any party to anyone as part of the Buyer's acquisition of the Property must be fully disclosed to all lenders and approved by all lenders.

A California law now prohibits all lenders on residential 1-4 unit properties from requiring a Seller to contribute money, sign a note or otherwise remain liable on the note, after a short sale approval and close of escrow. This protection can be undone if there is fraud, or there is "waste," which is when the property is substantially damaged. In spite of this, Seller should not approve the lender's Term Sheet and/or proceeding with a short sale without first reviewing their legal and financial status with appropriate professionals, including but not limited to attorneys who specialize in bankruptcy issues and financial advisors who understand the tax implications of reducing the Seller's debt as part of a short sale.

In a short sale, Seller's lender(s) are not obligated to approve the short sale and they are not obligated to provide any type of response regarding the short sale during any set period of time. If there are two lenders on the property, this further complicates the transaction which may take even longer. Frequently, lenders may ask parties other than the seller to contribute money before

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they will approve the short sale. The short sale cannot close until all lenders and parties are in agreement on these issues.

If the Seller has ceased making mortgage payments, the lender(s) may file a Notice of Default and proceed with a foreclosure action notwithstanding the fact that there are ongoing short sale negotiations. Negotiating a short sale does not stop the foreclosure process. Seller and Buyer understand and acknowledge that the Broker and agent cannot and do not guarantee that a short sale can be obtained from the lender(s,) and/or that the foreclosure process can or will be stopped. If a Notice of Default has been filed, Seller should immediately consult with a real estate and/or bankruptcy attorney.

Seller and Buyer acknowledge that: (a) they have been advised that the sale may not close unless all of the lien holders agree to take the amount that is offered to them (as specified by the Term Sheet) which may be considerably less than the amount that is owed to them; (b) escrow could be delayed for a substantial period of time as a result of resolving the various issues involved in a short sale; (c) Agent cannot and does not guarantee that escrow will actually close or when it will close; (d) they have a duty to exercise reasonable care to protect their own interests by conducting their own investigation and verification of all information that has been or will be provided to them regarding the short sale process and/or the Property; (e) Agent cannot and will not provide any tax or legal advice regarding the legal or practical effect of a short sale transaction or a possible foreclosure; and (f) it is their responsibility to consult with their own legal and tax professionals regarding the effects of the short sale.

**3. BANK-OWNED (“REO”) PROPERTIES**

“REO” stands for “real estate owned” which is how banks and other lenders categorize real property that they have taken back on either a foreclosure or a “deed in lieu” of foreclosure. When a bank is the seller, there are substantial differences in the way the transaction proceeds, as compared to how it typically works when the seller is a person. These differences include, but are not limited to, the following:

Depending on whether the REO seller acquired the property through foreclosure, the seller may not be required to give the buyer a Transfer Disclosure Statement (“TDS”) describing the condition and features of the property, or to complete other important disclosure forms regarding natural hazards, taxes, bonds and assessments affecting the property, earthquake safety information, and information about nearby industrial and military weapons sites.

REO properties may also be “distressed” as a result of neglect and/or vandalism. But, the lender/seller may have little or no knowledge of the property. While lender/sellers who have acquired property by foreclosure do not have to complete a TDS, they are still required to disclose any conditions or defects affecting the value or desirability of the property (just not on a TDS), including repairs completed by the lender/sellers or their agents, and make other required disclosures. However, those disclosures may be of little value in light of a lender/seller’s limited knowledge of the property.

Buyer is advised to fully investigate the condition of the property including obtaining any and all necessary inspections by appropriate experts. Brokers and agents advise against closing escrow without obtaining and understanding all legally-mandated disclosures from Seller, and securing all necessary inspections and investigations as recommended.

The lender/seller may give you a verbal “acceptance” of your offer. Such acceptances are generally not binding, in the absence of other writings sufficient to constitute an agreement to sell. If you are in doubt as to whether you have a binding agreement, you should consult your own real estate attorney.

REO lender/sellers usually will attach a lengthy Addendum to the standard form purchase agreement, or may even require the use of their own contract form. These addenda and contracts



have been drafted by the attorneys for the lender/seller and generally are drafted to favor the lender/seller. It is strongly recommended by your agent that you review this Addendum or contract with an attorney, because real estate licensees are not qualified or competent to give you advice on legal documents drafted by attorneys for other parties.

If you receive such a lender/seller Addendum or contract, read it thoroughly for understanding since it will affect your contractual rights. Some clauses may limit to take away your legal rights in certain circumstances, or limit your recovery against the lender/seller. Some clauses may impose per diem charges for delays in closing. Other clauses may require you to hold the lender/seller harmless and release the lender/seller from certain potential liabilities. Again, your agent strongly recommends that you get any questions you may have answered by your attorney.

## **B. PROPERTY ADVISORIES**

### **4. EXISTING HOUSING STOCK**

Many properties in this area have been built under different building codes. Regardless of the age of the Property, Buyers should have the Property inspected by a competent property inspector and to have any additional inspections that are recommended in any inspection report, or as may be necessary or desired by Buyers to determine the actual condition of the Property. The Property's components, appliances, fixtures, systems and materials may have varying degrees of remaining useful life and may be subject to failure without notice. In addition, not all components, improvements or fixtures of the Property may comply with current code, zoning, health and safety, setback requirements, religious or cultural preferences. Some homes contain appliances, products or manufactured materials, such as Chinese dry wall, which may be defective, create problems with the use or value of other aspects of the home and/or may be subject to manufacturer or governmental recall and/or a class action lawsuit. All homes include many components which require ongoing maintenance. Deferred maintenance will decrease the lifespan and/or functionality of many of these components. Buyers should seek reliable advice from appropriate professionals and to plan/budget for maintenance and future repairs.

### **5. FLOORS AND WALLS**

The personal property of the Seller may make a visual inspection of floors and walls difficult. The existence of certain types of flooring, such as carpeting and rugs, as well as certain types of wall coverings, such as wallpaper and paneling, as well as furniture prevent inspectors and brokers from inspecting the condition of the floors and walls beneath those materials. When exposed, these areas may have a different pattern of wear or shade of color. If the Buyer desires to determine the condition of the floors and walls beneath such coverings, Buyer will need to secure the written authorization of Seller to conduct investigations with appropriate professionals since removal of floor coverings may be required.

### **6. TEMPERED GLASS**

Many homes contain glass that IS NOT tempered in locations where tempered glass IS required by building regulations. Buyer is advised to have a contractor's inspection to identify the presence of any glass that is not properly tempered before removing a physical inspection contingency on a prospective purchase of real property. Buyer should consider replacing any non-tempered glass with tempered glass to reduce the risk of injury.

**7. TREES AND VEGETATION**

*Protected Trees:* Most cities have an ordinance that requires property owners obtain a permit prior to removing *Protected Trees* from their property. *Protected Trees* are defined within the code of each city. Removing or damaging any *Protected Tree* without the proper permit constitutes an infraction. In addition to the cost of the infraction, violators are liable for damages for an amount up to the value of the removed tree. The City may place a lien on the property if the infraction is not paid on a timely basis. That lien may subsequently be added to the county property tax bill.

*Hazardous Trees:* Some cities define hazardous tree conditions within their Municipal Building Codes and address ways of mitigating those conditions on both private and public property. There are stringent time frames for responding to hazardous tree claims. If hazardous tree claims are not resolved privately, a claimant may, as a last resort, take the claim through the court system.

*View Ordinance:* Some cities have a view ordinance that provides that no person shall allow a tree to unreasonably obstruct the view that existed at the time of purchase of the property. Certain trees that are part of the natural habitat can be exempt from this law. Often a view property will have recently trimmed trees and shrubs revealing the view. Buyers should take note that maintaining that view could entail not only trimming foliage on their own property, but also enlisting the cooperation of their neighbor to keep their foliage trimmed, usually at the Buyers' expense. Cities do not take an active role in these issues; rather it encourages the private resolution of such disputes. Each city has a slightly different mechanism for handling these situations, and buyer is encouraged to review the Municipal Code during their inspection period.

Buyer is encouraged to seek the advice of a licensed arborist for any questions regarding trees on subject property or on neighbor's property.

**8. CREEK PROTECTION ORDINANCE**

Many properties are impacted by creeks (a narrow channel or small stream) and/or a culvert (a manmade structure used to enclose a flowing body of water which is usually designed to allow water to pass underneath a road or other structures). If the Property includes, abuts or is located near a creek or culvert, Buyer should investigate the possibility of flooding and/or water intrusion or other nuisances that may result from proximity to those water sources by contacting appropriate experts. Brokers cannot determine these issues. In addition, most cities have enacted regulations regarding creeks and culverts making maintenance of these creeks and culverts the responsibility of adjacent property owners which can involve considerable expense. Buyers need to review local ordinances and maps with their own experts regarding these issues and before commencing any work in, over or near a creek or culvert.

**9. HVAC/DUCTING**

The California Energy Commission has issued New Duct Sealing Requirements that became effective on October 1, 2005. Depending upon certain conditions and the location of the Property, if a central air conditioner or furnace was installed or replaced after October 1, 2005, the ducts must be tested for leakage. If the ducts leak 15% or more, then repairs must be made to seal the ducts. Additional testing may then be required to verify that the work was done properly. It is strongly recommended that all of this work be done by licensed contractors who should obtain all required permits. Only a contractor who has specialized knowledge regarding HVAC systems can determine whether or not the ducts must be sealed.

While portions of Alameda and western Contra Costa Counties are exempt from this requirement, only a review of the official map of the California Energy Commission can determine whether a particular property is exempt. **See Map for applicable Climate Zones at:**  
[http://www.energy.ca.gov/maps/renewable/building\\_climate\\_zones.html](http://www.energy.ca.gov/maps/renewable/building_climate_zones.html)

**10. FIREPLACES/WOODSTOVES**

Due to public health concerns regarding particulate matter from wood smoke that may be affecting air quality in this area, if the property has a wood-burning appliance ("wood-burning appliance" includes but is not limited to a fireplace insert, a free standing wood stove, or a wood heater or masonry fireplace, but does not include appliances or fireplaces that burn solely propane or natural gas or pellets as fuel), Buyer is advised that certain cities and towns within Alameda and Contra Costa Counties have enacted or are considering ordinances that may affect existing and future wood-burning appliances at the property, and Buyer should contact all relevant public agencies regarding the applicability of these ordinances to Buyer's purchase of the property.

**11. SEPTIC SYSTEM/WASTEWATER TREATMENT SYSTEM REGULATIONS**

If the Property has a septic system, it is essential that the Buyer secure a current, written report detailing the inspection of the tank and the leach field lines by a licensed, competent professional to determine the condition of the system as well as the adequacy of the system for the Buyer's specific needs. Visual inspection of the tank alone is insufficient. Brokers do not have the necessary expertise to make those determinations.

Expansion or remodeling of the dwelling may be restricted due to the existence of the septic system. Securing approval for changes in the dwelling may be conditioned upon testing, removal, repair, or other changes to the system which may be expensive. The septic system may not be in compliance with current or future code requirements and code compliance may be required for any future work done on the Property. Buyer should investigate these issues with appropriate experts. Brokers cannot determine these issues.

Buyer can get more information about OWTS/Septic System regulations by contacting the State Water Resources Control Board, 1001 I Street, Sacramento, California 95814 or at Post Office Box 100, Sacramento, California 95812; (916) 341-5250 and by reviewing the SWRCB's website: [http://www.waterboards.ca.gov/water\\_issues/programs/owts/index.shtml](http://www.waterboards.ca.gov/water_issues/programs/owts/index.shtml)

**12. UNDERGROUND STORAGE TANKS (UST)**

Many of the larger, older homes in this area built before 1935 may have or have had an Underground Storage Tank for the fuel oil that fired the property's furnace. As natural gas became the more common standard fuel for home furnaces, virtually all of the old furnaces have been replaced. However, many of the fuel oil tanks remain buried on the property. In residential applications, the California State Water Resources Control Board regulates all UST's in California. The licensing, inspection and regulation of UST's in residential application is currently exempt provided the tank is less than 750 gallons and was used for fuel oil only. However, this does not guarantee that you would be exempt from abatement if a UST is discovered upon your property. Each municipality has very different regulations concerning UST's that may include removal and soil cleanup of any toxic material that may have leaked from the tank. You are advised to speak directly to the Public Work Department, Building Department and/or Fire Department in your city concerning specific regulations affecting UST's.

**13. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND HOMEOWNERS ASSOCIATIONS**

If the Property is located in a Common Interest Development, the Seller can request that the Homeowners' Association (HOA) provide certain required documents regarding the HOA operation and expenses to meet the Seller's disclosure obligations under Civil Code Section 1368. Some neighborhoods have established HOAs that may charge dues and enforce their own restrictions. It is strongly recommended that Buyers receive the current

HOA documents directly from the HOA rather than from any on-line service or from an earlier transaction. Buyers need to carefully examine all of the documents that are provided regarding the HOA and compare the documents with the list of required disclosures specified in the HOA

form from the California Association of REALTORS®. If any document(s) are missing, Buyer should send a written request to the Seller that the Seller provide the missing documents and/or provide a written explanation for why the document(s) were not included with the other HOA documents. Buyers should retain the services of experts, such as attorneys, accountants or others who specialize in reviewing HOA documents to determine the adequacy of the reserves and whether or not the Property is suitable for the Buyer's intended uses.

Due to noise and other factors, an HOA may restrict the type of floor and/or wall material that can be used in certain units and/or the number of pets. Buyers should directly contact the HOA Board to determine whether or not the Property can be used for Buyer's intended purposes. Buyer should also determine whether or not the Property meets Buyer's subjective personal preferences.

Many Condominiums and other Common Interest Developments have been involved in or are presently involved in litigation regarding the design, construction, maintenance and/or condition of all or a part of the Development. Whether or not these lawsuits are successful, litigation is expensive and the cost of such legal actions may impact not only the adequacy of the HOA reserves but also the amount of current or future assessments.

Occasionally issues arise in the purchase of Property in a Common Interest Development regarding parking and/or storage spaces associated with a single interest or unit in the Development. Buyers should determine for themselves whether or not the allotted parking space(s) are adequate to park the Buyers' vehicle(s) in the assigned spaces by actually parking in those spaces. Parking space(s) and storage space(s), if any, may be described in a Condominium Map or in the Preliminary Report issued by a Title Company. The actual markings, striping and numbering of these space(s) may not accurately reflect the actual spaces and may be in conflict with the space(s) designated in the recorded documents. It is therefore crucial that Buyer personally determine that the parking and storage space(s) that are designated in the recorded documents are actually being transferred to Buyer and that those space(s) are acceptable for the Buyers' intended needs and uses of the Property.

The existence of HOA insurance does not necessarily mean that there is insurance coverage for any given single interest or unit in the Development, an owner's remodeling or upgrade efforts and/or the owner's contents. See Insurance information below.

**14. TENANCIES IN COMMON**

Tenancy in Common is a form of ownership by which all of the owners of the property (the "co-tenants" or "tenants-in-common") are deemed to own undivided interests in the entire property, in percentages set forth in their respective deeds. By agreement, the owners may assign to one another specific occupancy and other rights. Usually, all of the owners are fully liable for the mortgage, and the mortgage cannot be modified without the consent of the lender and all of the owners. These are extremely complex relationships requiring, among other matters, a carefully written tenants-in-common agreement setting forth the rights and responsibilities of all of the owners, including rights of exclusive occupancy of specific units, financial obligations, restrictions on use, use of common areas, restrictions on subsequent sales and dispute resolution mechanisms. Real estate agents and brokers are not qualified to review and analyze tenants-in-common agreements. Prior to purchasing a TIC property, Buyer is strongly urged to seek competent legal counsel to review any existing tenants-in-common agreement, and otherwise to advise Buyer regarding the nature of this form of real estate ownership generally, and regarding this particular tenants-in-common arrangement.

**15. INSURANCE**

During the inspection contingency, Buyer should consult with an insurance broker to determine the cost of homeowners' insurance as well as the types of coverage that may be available and any conditions that the insurance company is going to impose. For example, many insurance companies are refusing to provide homeowners' insurance coverage unless certain retrofit

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requirements are met, such as installation of safety glass and/or fireplace spark arresters and a gas shut-off valve. The fact that an insurance company may require these repairs does not necessarily mean that the Seller is obligated to pay for and/or make the repairs requested by the insurer. In addition, prior claims submitted by Buyer on other properties may affect the final cost of the homeowners' insurance on the property being purchased by Buyer. Buyer should investigate these matters thoroughly prior to removing their inspection contingency.

**16. RE-KEYING**

All locks should be re-keyed immediately upon close of escrow so as to ensure the Buyer(s) safety and security of their person(s) as well as their personal belongings. Alarms, if any, should be serviced by professionals and codes should be changed. Garage door openers and remotes should be re-coded.

**17. ONLINE PHOTOS**

Sellers and Buyers are advised that photos of their property will be included in the MLS listings and, perhaps, on the listing broker's website. It is now common that such photos will subsequently be added to other brokers' websites, and various national listing aggregation sites such as Realtor.com, Trulia, Zillow, and others. From there, photos may be copied on to other websites as well, with or without the permission of the host site. After the close of escrow, or a termination of a listing, sellers and buyers are advised it is not possible for the listing or selling broker to remove these photos from websites over which they have no control.

**C. FEDERAL, STATE AND REGIONAL CONDITIONS ADVISORIES****18. A. UNSTABLE HILLSIDES**

Many areas of the Oakland and Berkeley Hills, and indeed other hillside properties in the area, are active and potentially active landslide areas. Many of the geologic forces which have shaped California over the eons are still active today. The only way to determine the nature of the soil and bedrock under a structure, and how these forces may affect those structures, is with a geologic or geotechnical inspection and report.

**B. EXPANSIVE SOIL**

Some parts of the East Bay have expansive, or adobe, soil which will expand and contract with the wet and dry seasons. This expansion and contraction can cause movement or shifting of structures and their foundations.

**C. HIGH WATER TABLES**

Some parts of the East Bay have high water tables that can intensify mold growth and compromise the stability of soil and/or foundation. In addition, high water tables may affect the use and enjoyment of the surrounding land, particularly during months of heavy rain. Buyers should consult the appropriate experts to help evaluate the effect of high water tables on the subject property and when necessary consider drainage modifications to protect the structure and improve the use and enjoyment of the surrounding landscape.

**Reports from Natural Hazard Disclosure (NHD) companies may not contain all of the information from all sources regarding the property and surrounding conditions, and cannot be relied on for all information regarding natural hazards which may affect the property. Brokers recommend that Buyers have any property they are purchasing inspected by a qualified geologist, geologic or geotechnical engineer, or other qualified professional.**

**19. WET WEATHER CONDITIONS**

At times, this area may have months with heavier than usual rainfall. During these times, hillside properties may be susceptible to earth movement and drainage problems. Properties on flatlands may be susceptible to flooding. Properties which may not have experienced water intrusion into

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or under the property in the past may experience these conditions as a result of weather-related phenomena. Sellers are obligated to disclose to buyers those material defects or conditions known to them which affect the value or desirability of the property; however, not all Sellers may be aware of recent changes in the conditions of the property or its improvements caused by unusually wet weather. Because of these factors, it is recommended that, in addition to a home inspection, Buyer have such additional inspections by inspectors or engineers regarding these conditions as Buyer may desire.

**20. EAST BAY CLIMATE CONDITIONS**

The East Bay area exhibits several micro climates. Buyer is advised that these areas are subject to frequent strong winds, wind-driven rain, fog, salty sea air and mist, and direct sunlight, any of which, alone or in combination, can impact the condition of the land as well as prematurely age the interior and exterior of structures. Erosion, warping and cracking of surfaces, failed seals on dual-paned windows, loss of roof shingles, and water intrusion, among other problems, are not uncommon with such properties, and thus these properties require regular, thorough maintenance. Buyer is advised to fully investigate these conditions and the increased maintenance and repairs that may be needed for any Property located in these coastal areas.

**21. PERMIT ISSUES**

Some improvements to property such as repairs, remodels and additions may have been done without a required permit. One such example would be where a second living unit ("in-law unit") is being rented by the Seller but the required permit was not obtained for this in-law unit. An improvement that is made without the required permit can, among other things, have a negative impact on value, require a retrofit, impact habitability, preclude insurance coverage and/or result in fees, penalties, government and/or civil enforcement actions. In some cities, there may be a lower standard applied in those circumstances where the property owner is obtaining the permits, as opposed to a contractor doing so. Further, in some cities, such as Piedmont, the city may, upon noticing a non-permitted item, conduct an investigation of the property and the entire permit history and require the current owner to bring the property into current compliance. See Section D, City Advisories, for more information on Piedmont properties.

**22. NONCONFORMING ROOMS, ALTERATIONS OR ADDITIONS**

Buyers are advised that any rooms, alterations or additions to the property which were made or constructed without necessary permits or certificates of completion ("nonconforming improvements") may be subject to fines, permit costs, construction costs, and other expenses to bring into conformity. In some cases, nonconforming improvements may be subject to removal by local building inspection and code enforcement agencies. Nonconforming rental units may be required to be vacated and possibly torn down. It might not be possible to legalize such nonconforming improvements because of zoning or permit issues and/or other legal or regulatory limitations. Some East Bay building inspection and code enforcement agencies may conduct random inspections of properties for permit, code and other violations while the property is being marketed. Such nonconforming improvements may also be discovered when anyone applies for a permit to do work on the property either before or after escrow closes. Whenever nonconforming uses are discovered, the then-current owner could face expensive repairs, permit fees and other costs and/or even removal of the nonconforming improvement.

While sellers are obligated to disclose any known nonconforming improvements, the seller may not be aware of some or all illegal improvements or uses especially those that were made prior to the seller's ownership of the property. In addition, real estate brokers and agents are not required by law to inspect public records and cannot determine the legal status of improvements based solely on their required visual inspection of the property. For these reasons, buyers are strongly urged to investigate possible nonconforming improvements by personally contacting the local building inspection and code enforcement agencies as well as obtaining the advice of contractors, architects, engineers or other professionals regarding the status and condition of the property prior to removing inspection contingencies.

**23. CODE COMPLIANCE AND ENFORCEMENT**

If this is not a new property, not all aspects, components and structures on the property may comply with current code. This may be because code requirements have changed since the improvements were first constructed or, in some cases, improvements may have been made by the current owner, or even by prior owners without the knowledge of the current owner. Real estate brokers are not qualified to identify code violations. If the applicable city or county building department discovers the code violations, the current owner may be required to bring the property into current code compliance or remove or demolish the portion of the property that is in violation. Various building departments take different approaches to enforcement; some are stricter than others. Prior to removal of the inspection contingency, Buyers should have the home inspected by a qualified home inspector who can identify code violations and comment on local codes, regulations and practices regarding enforcement.

**24. UNDERGROUND UTILITIES**

Some towns and cities have begun the process of burying utility lines underground in order to remove the utility poles in the neighborhood. These projects can result in special tax assessments and set up costs for the individual homeowners. It is recommended that Buyer investigate this issue with the Pacific Gas and Electric Company ("PG&E").

**25. SAN FRANCISCO BAY REGULATIONS**

The San Francisco Bay Conservation and Development Commission ("BCDC") is charged with the responsibility of restoring Bay wetlands and marshes, preventing wetlands and mudflats from being filled, and supporting the continued and productive use of salt ponds. Properties abutting San Francisco Bay, its tidelands and marshes, may be subject to the jurisdiction of the BCDC which may limit building, and impose other requirements on property owners. Buyers of such property are urged to contact BCDC at (415) 352-3600.

**26. REAL PROPERTY TAXES AND ASSESSMENT DISTRICTS**

The Purchase Agreement addresses payment of real property taxes and assessments relating to the Property. As part of their negotiations for the Purchase Agreement, the parties may decide how to prorate such taxes and assessments; payments on bonds and assessments and their assumption by Buyer; and payment on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien on the Property.

The existence of Mello-Roos and 1915 Bond districts will be outlined in a report by a Natural Hazard Disclosure (NHD) company. Most other assessment districts will be reported in the Preliminary Report from the title company. Still others may be disclosed by Seller or local disclosure. The Seller's tax bill alone does not necessarily reflect all of the costs related to taxes and assessments on real property. If there is a question as to whether an existing bond or assessment will be prorated as of the close of escrow, or whether Seller will pay off the bond or assessment at close of escrow, Buyer is advised to discuss the matter with the appropriate District prior to removal of the appropriate inspection or title contingency, and to address responsibility for payment of taxes and assessments in the negotiations for the Purchase Agreement.

**27. SCHOOLS**

Some school districts have experienced financial and academic achievement difficulties and, as a result, may face bankruptcy, reorganization or takeover by a state administrator. Each school district has its own rules regarding school assignments, and these rules may change at any time with little notice. For these reasons, brokers cannot represent or guarantee that anyone who resides in any particular property will be able to attend any particular school or school district. These and any other factors or concerns of buyers should be investigated by buyers prior to removing inspection contingencies in a purchase agreement.

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Some cities charge landlords a "Residential Rental Unit Annual Business Tax License Fee." Here is a partial list of cities with such fees. Please be advised that a city may impose or change such fees after you purchase the property. Please contact the city in which your rental property is located for the most current list of such fees:

**Alameda:** \$20.00 annually for each rental unit. Single family units on an existing parcel of record are exempt.

**Berkeley:** \$213 per covered, non-exempt residential unit

**Emeryville:** Owners of all residential rental units shall pay the greater of \$25.00 or 0.08% of all gross rental receipts annually, not to exceed a total of \$75,000.

**Oakland:** Owners of all residential rental units shall pay \$13.95/\$1000 of gross rental receipts annually.

**Albany:** Owners of all residential units shall pay \$76.00 per unit annually.

**El Cerrito:** Owners of all residential units shall pay \$82.00 per unit annually.

**29. RENT CONTROL ISSUES**

The Cities of Berkeley, Oakland and Richmond have a form of Rent and Eviction Control. Buyers are advised to investigate these ordinances and to satisfy themselves as to the applicability of these ordinances to their intended use of the property.

\*In July 2015 the City of Richmond adopted a rent control ordinance. Implementation was scheduled for September 4, 2015. However the ordinance was not put in to effect pursuant to a petition challenging it. Anyone wanting more information should contact the City of Richmond directly.

**30. SEWER LINE INSPECTION AND COMPLIANCE**

The East Bay Municipal Utility District ("EBMUD") Wastewater Control Ordinance requires property owners in certain areas of the EBMUD wastewater service area to obtain a compliance certificate that shows their private sewer laterals ("PSL's") are without defects and have proper connections. The ordinance specifies three conditions which require property owners to test and, if needed, repair or replace their private sewer laterals:

- Prior to selling the property; or
- When obtaining any permit for the construction or modification of the property estimated to be greater than \$100,000; or
- When increasing or decreasing the water meter size.

However, a property is exempt if the PSL on an affected property is less than 10 years old and was fully replaced before August, 2011, and the owner provides evidence of the replacement work and date performed.

These EBMUD requirements affect properties in the EBMUD wastewater service area in Alameda, Albany, Emeryville, Oakland, Piedmont and the STEGE Sanitary District communities of Kensington, El Cerrito and Richmond Annex. The City of Berkeley has a local private sewer lateral ordinance already in effect.

Responsibility for repairs can be negotiated between the Buyer and Seller. If the repairs cannot be completed prior to Close of Escrow, a property owner may apply to EBMUD for a 180 day Temporary Waiver and pay the \$150 fee.

Condominiums are also required to comply with *the* private sewer lateral program. However,



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homeowners associations for multi-unit structures served by a single lateral or shared laterals have until July 2021 to comply. EBMUD recommends that you contact your homeowners association for additional information.

NOTE: PSL inspection and testing involves only the section from the building to the public sewer main that is usually in the street. Inspections to, and repairs of, PSL's do not cover other sewer lines in or under the property which are not a part of the PSL itself. These areas would of necessity need to be the subject of a separate inspection if desired and requested by Buyer.

**For detailed and current information on the property's compliance status, and the inspection, repair, temporary waiver and/or certification process, sellers and buyers are urged to go to the EBMUD/PSL site at <http://www.eastbaypsl.com/eastbaypsl/>**

**31. GAS SHUT-OFF VALVES**

On February 9, 2010, the Contra Costa County Board of Supervisors revised an existing Ordinance regulating installation of approved gas shut-off devices in new buildings and in existing residential, commercial and industrial buildings prior to the sale of those buildings or when undertaking certain alterations or additions to those buildings located anywhere in the unincorporated areas of Contra Costa County if the building has a natural gas piping system. This law also applies to the sale of individual condominium units. The Ordinance seeks to make buildings safer in case of a breakage or disconnection of a gas line caused by earthquakes, landslides or common household accidents. Some insurance companies provide discounts on their homeowner's insurance coverage if such devices are in place.

This Ordinance does not contain any exceptions or exemptions for the type of sale (such as probate); Buyers and Sellers cannot agree to waive compliance with this Ordinance. The County is now requiring that on all improved real property that closes escrow after December 1, 2006 and that have fuel gas piping supplying a structure with gas, an approved seismic gas shut-off device (motion sensitive) or an approved excess flow gas shut-off device (non-motion sensitive) must be installed prior to the close of escrow:

1. For the sale of existing residential, commercial or industrial buildings, the approved gas shut-off device must be installed downstream of the gas utility meter at the beginning of each rigid gas piping system that serves the structure.
2. For the sale of existing condominium units, the approved gas shut-off device must be installed downstream of the meter on the gas piping serving the actual condominium unit that is being sold. If any existing residential building is altered or added to that has fuel gas piping supplying the existing building or the addition and the building permit is issued after March 11, 2010, the approved gas shut-off device must be installed if the alteration or addition is either more than \$5,000 where fuel gas piping is involved in the alteration or addition, or more than \$15,000 where fuel gas piping is not involved in the alteration or addition.

For a list of the approved gas shut-off valves, please visit the homepage for the California Division of the State Architect website at <http://www.dsa.dgs.ca.gov> and search the site for gas shutoff devices.

**NOTE: Real estate licensees cannot determine whether any Property is in compliance with this Ordinance and Agents have no liability for insuring that there is compliance with this Ordinance.** Seller and Buyer should retain appropriate experts to investigate the existing gas lines to determine whether the required shut-off devices are in place. Buyer and Seller should reach a written agreement as to who is to pay for the inspection and/or the installation of any required devices since the Ordinance does not specify which Principal must be financially responsible.

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The existence of crime is a fact of urban life. Some areas experience more crime than others. Crime statistics for various areas and municipalities may rise and fall over time and the incidence of various types of criminal activity may also increase or decrease. At times, local law enforcement agencies may target designated areas for special but temporary enforcement measures. Individual criminal acts may occur in any neighborhood or may occur close to a property that is being sold while other criminal acts may occur far away. Some crimes may be reported in the local news while others are ignored by the media. Because of the ever changing nature of the statistics and information regarding crimes, neither seller nor brokers will independently investigate crime or criminal activity in the area of any property being purchased by any means including but not limited to contacting the police or reviewing any internet data bases. If criminal activity is a factor in the decision to purchase a particular property, or in a particular neighborhood, Buyers are urged to check with the local law enforcement agencies and online information, prior to removing their inspection contingency.

**33. DROUGHT ADVISORY**

The Governor of California issued a proclamation that California is in a State of Emergency due to severe drought conditions. Water has been restricted by many local municipalities and water authorities; and if local authorities in your area have not yet instituted water limitations, they may do so in the future. Water restrictions may impact the Property by limiting water usage and/or increasing water costs. These limitations may affect the quality of life at the Property and the ability to use water in the home or for landscaping, agricultural or livestock purposes. Buyer is advised to thoroughly investigate this issue, including but not limited to contacting the local water district and City and County government authorities; and publically searching whether there are any water limitations.

**34. WIRE FRAUD SCAM ALERT**

Recently there is a small but growing scheme in which buyers and sellers have received e-mails from their agent or an escrow company providing wire transfer information for money from buyer to escrow, or to seller for proceeds from escrow. Hackers intercept these e-mails and then alter the wire transfer instructions to re-direct the funds to the hacker's account with an off-shore bank. Buyers and sellers should confirm all e-mail wire transfer instructions directly with the escrow officer by calling the escrow officer and confirming verbal wire transfer instructions before taking any steps to have the funds transferred. If you believe that you have received questionable wiring instructions, you should promptly notify your bank, your real estate agent and the escrowholder, as well as the FBI at: [www.fbi.gov](http://www.fbi.gov) and the Internet Crime Complaint Center at: [www.ic3.gov](http://www.ic3.gov)

**35. FIRPTA**

Federal law requires buyers to withhold and remit to the Internal Revenue Service 10% of the purchase price if a Seller is a non-resident alien, unless an exemption applies. Sellers may avoid this federal withholding requirement by providing buyers with a statement of non-foreign status. The statement must be signed by each Seller under penalty of perjury and include each Seller's taxpayer identification number, or by having a Qualified Substitute (the escrowholder) state under penalty of perjury that the Substitute has verified the required taxpayer identification information. Sellers can also avoid the federal withholding requirement if the Property purchase price is \$300,000 or less and the Buyers sign an affidavit stating that the Buyers intend to occupy the Property as their principal residence. The purchase agreement contains obligations for seller and, in some cases, the escrowholder, to comply with this law. Sellers and Buyers cannot agree to waive these federal requirements nor can they agree that FIRPTA does not apply.

**36. FAIR HOUSING**

When rental properties are offered to the public, the owner and real estate agent must act in compliance with all Fair Housing laws and regulations including, but not limited to, providing unrestricted access to potential tenants with service/companion animals. Landlords are

required under Fair Housing laws to provide a “reasonable accommodation” for tenants with disabilities; in the case of tenants with disabilities, this includes allowing the tenant to occupy the rented residence with the service/companion animal. The landlord may not charge a “pet deposit” or otherwise charge the tenant for the service/companion animal in any manner different from a tenant without such an animal. Any property owner renting their property should consult with a California real estate attorney specializing in landlord/tenant and Fair Housing issues for advice on any matters related to Fair Housing and service/companion animals.

**37. CONSTRUCTION DEFECTS AND LAWSUITS**

Question 2.C.16 of the Transfer Disclosure Statement asks Sellers to disclose if there are any “lawsuits by or against the Seller threatening to or affecting this real property.” It then goes on to ask questions related to construction defects and references Civil Code Sections 900, 903, 910 and 914. These code sections are part of a law that is widely known as SB800 or Title 7, and which generally applies to residential real property built by a “Builder” (as defined in Section 911) and sold for the first time on or after January 1, 2003. Section 900 of that law provides for a limited one-year warranty from the Builder. Section 903 refers to an “enhanced protection agreement” if such is provided by the Builder. Sections 910 and 914 reference pre-litigation procedures and remedies in the event of a claim against the Builder. Sellers who have questions about how to answer this question should consult with a California real estate attorney for advice. Likewise, if lawsuits or claims are disclosed by Seller, Buyers should investigate such disclosures with a California real estate attorney. Brokers are not qualified to give you advice on these matters.

**38. PRIVATE ROADS**

If the property is assessed or affected by a private road that is shared with one or more other properties, the Buyer(s) need to determine the existence of a recorded private road maintenance agreement and compliance with that document. If no such agreement exists, Civil Code Section 845(s) provides that “the cost shall be shared proportionately to the use made of the easement by each owner.” Buyer(s) should contact city/county officials and/or their attorney to evaluate their potential responsibilities.

**39. SECONDHAND SMOKE ORDINANCE**

Some cities limit exposure to secondhand smoke in places of employment, public places and multi-unit housing (defined as two or more units). Smoking is prohibited inside the units of all rental and common interest complexes (condos, co-ops, PUDs) of some cities. For details of ordinances please review the information at the various cities.

## D. CITY ADVISORIES

### 40. PIEDMONT OPEN-PERMITS AND NON-PERMITTED CONSTRUCTION

The City of Piedmont maintains a house file for every Piedmont residence. While the City does not verify or guarantee the accuracy of the information contained in the house file, a person considering the purchase of a Piedmont residence is encouraged to review the file prior to completing the purchase. As a Purchaser of a home in Piedmont, you are strongly advised to:

- 1) Review the Building Permit File. Be aware that No New Permits will be issued for construction, repair or remodeling on the property if any historical permits are still open.
- 2) Consider the permits in the file when reviewing the current condition and amenities of the home. Be aware of construction or renovation that may have been done without permit.
- 3) Any Non-Permitted work at any time in the history of the property, and discovered by a City Official, likely will result in a Demand for Compliance by the Public Works Department.**
- 4) Regardless of when the Non-Permitted work was performed on the property, the City of Piedmont considers the current owner responsible for compliance.
- 5) Compliance can be obtained by:
  - a) Removing the illegal construction, thereby returning the structure to the original condition,
  - b) Obtaining a retroactive approval to bring the illegal construction into compliance or
  - c) Seek an entirely new permit to modify the illegal construction and bring it into compliance.
- 6) The City Council can impose fines of up to \$1,000 per day, not to exceed a total of \$100,000 if the condition is not brought into compliance within a reasonable amount of time.

**To determine if there is any unapproved construction, go to the Department of Public Works, 120 Vista Avenue, Piedmont to review the house file and request a permit history.**

### **RETROACTIVE PERMIT COMPLIANCE PROCESS**

In order to determine if a property currently has any Illegal Construction, a homeowner may choose to have their home inspected. The options below are **SUGGESTIONS ONLY**. There is no current policy within the City of Piedmont as to a required inspection process.

1. If there is a suspicion of Illegal work or Non-Permitted construction on the property, the homeowner may choose to schedule an inspection with Chief Building Inspector for the City of Piedmont. This official can review the building record for the property and conduct an on-site inspection of the property. If illegal construction is found, the Public Works Department will then issue an official notice of Non-Compliance.
2. The homeowner may choose to hire a Licensed Architect that has experience with the City of Piedmont permitting process to perform the on-site inspection and review of the building permit file. If there is any non-permitted construction or remodeling revealed, the Architect can then prepare a proposal for the scope of work and Permits necessary to bring the property into Permit compliance. The Architect may then discuss the proposal with the Public Works Department.
3. Once the scope of work is approved by the Public Works Department, the homeowner will need to:
  - a) Obtain any required approvals from Design Review,
  - b) Pay for the necessary Permits and any penalties,
  - c) Perform any remedial work required by the Permits,
  - d) Have all existing improvements and any new work that was required, inspected by the Chief Building Inspector.
4. When all construction has been approved, the Chief Building Inspector will give a **Final Inspection** and **Close the permit**. It is at this point that the property can be presumed to be in complete compliance.

**For additional planning, building or zoning information please contact the Piedmont**

**Department of Public Works at (510) 420-3050.****41. OAKLAND REGULATIONS**

Provided below is a list of Oakland's major regulations that relate to property ownership. These regulations, as well as the taxes and fees that are based on the regulations, may not apply to your particular property, but are provided as a convenient reference. This is not intended to be a complete list of such regulations. You may obtain copies of these and other codes and ordinances enacting these regulations from Oakland's Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1<sup>st</sup> Floor, Oakland, CA 94612, (510)238-3611, between 8:30 a.m. – 5:00 p.m., Monday through Friday, or by downloading them from the Municipal Code link on the City's website: [www.oaklandnet.com](http://www.oaklandnet.com). To Obtain a 3R report (Report of Residential Building Record), please go to the Planning and Building Department at 250 Frank Ogawa Plaza, 2nd Floor – Records Division during normal business hours (8:30am-4:00pm).

- [Business Tax](#)
- [Garbage Collection](#)
- [Real Property Transfer Tax](#)
- [Landscaping and Lighting Assessment District](#)
- [Mello-Roos Community Facilities District](#)
- [Emergency Medical Services Assessment District](#)
- [Excess Litter Fee Program](#)
- [Paramedic Services Assessment District](#)
- [Library Services Retention Assessment District](#)
- [Fire Utility Underground Assessment District](#)
- [Medical Hill Parking Assessment District](#)
- [Lakeshore Ornamental Lighting Special Assessment District Phase I & IV](#)
- [LaSalle Utility Undergrounding Assessment District](#)
- [Harbord Utility Undergrounding Assessment District](#)
- [Grizzly Peak Utility Undergrounding Assessment District](#)
- [Skyline Sewer Assessment District](#)
- [Rockridge Area Water Improvement Assessment District](#)
- [Lakeshore/Lake Park Business Improvement Management District](#)
- [Fruitvale Business Improvement District](#)
- [Residential Rent Arbitration Section](#)
- [Tree Ordinance](#)
- [Hazardous Tree Ordinance](#)
- [View Ordinance](#)
- [Earthquake Safety](#)

**42. HERCULES SEWER LATERAL REQUIREMENT**

The City of Hercules requires that the sewer laterals be cleaned, inspected and, if necessary repaired prior to the close of escrow UNLESS it is a probate transfer or some trust transfers in which case it must take place within 180 days of the transfer. If it is an inter-spousal transfer there is a complete exemption. There is a provision of a "hardship" exception.

**43. ALBANY SMOKE DETECTOR ORDINANCE**

The City of Albany requires that, prior to the sale of any real property, the property owner shall upgrade the smoke alarm/smoke detector system to photoelectric-only devices. There are exemptions for hardships and infeasibility of compliance.

**44. BERKELEY SIDEWALK REPAIR PROGRAM**

Beginning in October 2011, The City of Berkeley now splits the cost of sidewalk repair with homeowners 50/50 (from a previous policy of 80/20), regardless of the cause of deterioration. Property owners are responsible for the full amount of repair if: the sidewalk was damaged due to intentional acts of the property owner; the property owner replaces the sidewalk independent of the City's Sidewalk Repair Program; it's a new sidewalk as a result of a new development or redevelopment project. To determine if your sidewalk, or any sidewalk in Berkeley, should be repaired, a general rule is that any breaks in the sidewalk of more than 3/4 of an inch should be reported. For more information on the City of Berkeley's Sidewalk Repair Program and how it works go to [http://www.ci.berkeley.ca.us/Public\\_Works/Sidewalks-Streets-Utility/Sidewalk\\_Program.aspx](http://www.ci.berkeley.ca.us/Public_Works/Sidewalks-Streets-Utility/Sidewalk_Program.aspx).

**45. BERKELEY ACCESSORY DWELLING UNIT (ADU)**

A portion of the building(s) on the Property may qualify as an Accessory Dwelling Unit. A residence with an ADU is not identical to a "duplex" or a 2-unit property because an ADU is subject specific to City of Berkeley Accessory Dwelling Unit Zoning Amendments. Buyer should consult directly with the City of Berkeley regarding any intended use of the property to determine that it is in compliance with applicable ordinances.

**46. BERKELEY DECK ORDINANCE**

This ordinance which covers R-1 and R-2 zoned properties (all dwelling units with more than 2 units, mixed use buildings, hotels, rooming houses) was enacted by the Berkeley City Council on July 15, 2015 in the wake of a tragic deck collapse. It covers all existing weather-exposed decks, balconies and landings which are thirty inches or more above the ground, as well as weather-exposed stairs. All such structures in Berkeley are required to be inspected and certified within six months of adoption of the ordinance; followed by inspections every five years. These inspections and certifications can be performed by a Structural Pest Control Operator, General Contractor, Architect or Engineer. Property owners must provide proof of compliance with this ordinance by submitting an affidavit form provided by the City. For rental units subject to the Berkeley Residential Housing Safety Program, such structures have been added to the annual visual inspection required of property owners in addition to the more intensive inspection required every five years. All Sellers and Buyers should be aware of the requirements of this ordinance and assure that a compliant deck inspection and certification on all such structures subject to this ordinance is made prior to the close of escrow. For details of this ordinance go to [http://www.ci.berkeley.ca.us/City\\_Manager/Press\\_Releases/2015/2015-0715\\_Ordinances\\_Increase\\_Safety\\_of\\_Existing\\_and\\_Future\\_Balconies.aspx](http://www.ci.berkeley.ca.us/City_Manager/Press_Releases/2015/2015-0715_Ordinances_Increase_Safety_of_Existing_and_Future_Balconies.aspx). MEGA

**E. SOURCES OF INFORMATION**

**City of Alameda:** <https://alamedaca.gov/>

2263 Santa Clara Ave, Room 380 Alameda, CA 94501 Tel: 510/747-4800

**Police** <https://alamedaca.gov/police> Tel: 510/337-8340

**City of Albany:** <http://www.albanyca.org/>

1000 San Pablo Ave, Albany CA 94706 Tel: 510/528-5710

**Police** <http://www.albanyca.org/index.aspx?page=47> Tel: 510/525-7300

**City of Berkeley:** <http://www.ci.berkeley.ca.us/>

2120 Milvia Street, Berkeley CA 94704 Tel: 510/981-7440

**Berkeley Rent Control:** <http://www.ci.berkeley.ca.us/rent/>

2125 Milvia Street, Berkeley, CA 94704 Tel: 510/644-6128

**Police** <http://www.ci.berkeley.ca.us/police/> Tel: 510/981-5900

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**City of El Cerrito:** <http://www.el-cerrito.org/>  
10890 San Pablo Avenue, El Cerrito CA 94530 Tel: 510/215-4300  
**Police** <http://www.el-cerrito.org/index.aspx?nid=135> Tel: 510/215-4400

**City of Emeryville:** <http://www.emeryville.org/>  
1333 Park Ave, Emeryville CA 94608 Tel: 510/596-4300  
**Police** <http://www.ci.emeryville.ca.us/123/Police> Tel: 510/596-3700

**City of Hercules:** <http://www.ci.hercules.ca.us>  
111 Civic Drive, Hercules, CA 94547 Tel: 510/799-8200

**City of Kensington**  
Kensington Municipal Advisory Council [www.aboutkensington.com](http://www.aboutkensington.com)

**City of Oakland:** <http://www.oaklandnet.com/>  
250 Frank Ogawa Plaza, Ste 5313, Oakland CA 94612 Tel: 510/238-3501  
**Oakland Rent Control:** <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>  
250 Frank H. Ogawa Plaza, 5th Floor, Oakland CA 94612 Tel: 510/238. 3721  
**Police** <http://www.oaklandpolice.com/> Tel: 510/777-3333

**City of Piedmont:** <http://www.ci.piedmont.ca.us/>  
120 Vista Avenue, Piedmont, CA Tel: 510/420-3040  
**Police** <http://www.ci.piedmont.ca.us/police/index.shtml> Tel: 510/420-3000

**City of Pinole:** <http://www.ci.pinole.ca.us/>  
2131 Pear St., Pinole, CA 94564 Tel: 510/724-9000

**City of Richmond:** <http://www.ci.richmond.ca.us/>  
1401 Marina Way So. , Richmond CA 94804 Tel: 510/620-6513  
**Police** <http://www.ci.richmond.ca.us/82/Police-Department> Tel: 510/233-1214  
**Richmond Rent Control:** <http://www.ci.richmond.ca.us/housingupdate>

**City of San Pablo:** <http://www.ci.san-pablo.ca.us>  
13831 San Pablo Avenue, San Pablo, Ca 94806 Tel: 510-215-3000  
**Police** Tel: 510-215-3130

**Stege Sanitary District:** <http://www.stegesd.dst.ca.us/>  
7500 Schmidt Lane, El Cerrito CA 94530 Tel: 510/524-4668

**West County Waste Water District:** <http://www.wc wd.org>  
2910 Hilltop Dr, Richmond, Ca 94806 Tel: 510/222-6700

**Other areas in Alameda and Contra Costa counties:** <http://www.co.contra-costa.ca.us/> or <http://www.co.alameda.ca.us/>. See office addresses on website.

**F. RECOMMENDATION TO RETAIN AN ATTORNEY AND ACCOUNTANT:**

In addition to the professional service providers you will retain to inspect and analyze the property you are purchasing or selling, a situation may arise during the course of your purchase transaction that requires you to either make an important decision, or select a plan of action that could result in significant legal consequences and substantial impact on your personal finances. The most prudent and best plan is for you to identify a certified public accountant and real estate attorney in advance of the sale or purchase of your property so that you can quickly contact and seek the proper financial and/or legal advice and guidance if needed during the transaction.

**G. THE PARTIES ACKNOWLEDGE THE FOLLOWING REGARDING BROKER:**

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- Broker does not warrant or guarantee the condition of the Property.
- Broker shall not be responsible for failure to disclose to Buyer facts regarding the condition of the property where the condition (i) is unknown to Broker or (ii) is not capable of being seen by Broker because it is in an area of the property that is reasonably and normally inaccessible to a Broker;
- Broker has not verified square footage or size of structures or land, boundary lines of the property, representations made by others (including but not limited to the Seller), information contained in inspection reports or in the Multiple Listing Service or that has been copied there from, or in advertisements, flyers or other promotional material, or any other matters described in this Disclosures and Disclaimers Advisory, unless otherwise agreed in writing;
- Broker does not guarantee and shall not be responsible for the labor or services or products provided by others to or on behalf of Buyer or Seller and does not guarantee and shall not be responsible for the quality, adequacy, completeness or code compliance of repairs made by Seller or by others;
- Broker does not decide what price Buyer should pay or Seller should accept; and
- Broker is not qualified to give legal, tax, insurance or title advice.
- Brokers lack professional expertise in the areas listed above, and do not verify the results of any inspections or guarantee the performance or reports of any inspection or professional service.

**In these and all other matters referred to in this Disclosures and Disclaimers Advisory, Buyer and Seller are advised to seek any desired assistance from appropriate qualified professionals. Nothing any broker or sales agent may say will change the terms or effect of this Advisory.**

**This document may be signed in counterparts.**

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL TWENTY-ONE (21) PAGES OF THE DOCUMENT.

DocuSigned by:  
  
 Buyer

Dated: 6/20/2017, 201<sup>7</sup>      

\_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
Seller

Dated: \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
Seller

Dated: \_\_\_\_\_, 201\_\_\_\_\_



EAST BAY PURCHASE AGREEMENT ADDENDUM

A Service of the Oakland/Berkeley Association of REALTORS® with the participation of the Alameda and Contra Costa Associations of REALTORS®. This form is intended for use with the California Association of REALTORS® forms RPA "Residential Purchase Agreement" and/or RIPA "Residential Income Purchase Agreement".

This Addendum is intended for use in the City of Emeryville. Please also review the separate Alameda County, Contra Costa County or city specific Ordinances and Regulations for property in the area you are either selling or buying. Disclosure documents and forms may contain references, including web site addresses and internet links (hyper-links), to additional important material that is not printed on the document itself. Buyers and Sellers should investigate those links if they are not entirely satisfied with the document as it is presented to them.

The information in this Addendum has been compiled by the Oakland/Berkeley Association of REALTORS® with the participation of the Alameda and Contra Costa Associations of REALTORS® as a service to its members and is effective as of February 2015. This Addendum is not intended to be nor should it be considered to be an accurate reflection of all of the legal requirements that may be imposed by the governmental and quasi-governmental entities referenced in this Addendum either as of the date the document was created or at any time thereafter. Real Estate Brokers and their Sales Associates do not have the requisite training or skills to determine the legal sufficiency of this Addendum or the legal requirements that may be imposed upon the Property. If Seller or Buyer has any questions or concerns regarding their legal rights and obligations then they should consult with their own qualified California real estate attorney.

This is an Addendum to that purchase agreement dated \_\_\_\_\_ by and between

DocuSigned by:



363FACE1C1E24FE...

Alex Girsh

(Seller) and

(Buyer)

for that Property commonly known as

4 Commodore dr. #D325

Emeryville

, CA.

Except as specified herein, all other terms and conditions remain unchanged.

**CITY OF EMERYVILLE**

**PRIVATE SEWER LATERAL COMPLIANCE:** The East Bay Municipal Utility District ("EBMUD") Wastewater Control Ordinance requires property owners in certain areas of the EBMUD wastewater service area to obtain a compliance certificate that shows their private sewer laterals ("PSL's") are without defects and have proper connections. The ordinance requires property owners to test and, if needed, repair or replace their private sewer laterals when selling their property. (For further details, see the East Bay Disclosure and Disclaimers Advisory)

**A.  PROPERTY EXEMPT:** Seller states that the property is EXEMPT because PSL on an affected property is less than 10 years old or was fully replaced before August, 2011 and has provided EBMUD evidence of the replacement work and date performed.

**B.  PROPERTY NOT EXEMPT:** the following party shall be responsible for compliance (Check One)

**1.  IN COMPLIANCE:** Seller will provide Buyer with a Certificate of Compliance, prior to the close of escrow.

**2.  COMPLIANCE BY CLOSE OF ESCROW:** Seller shall complete all required inspections and required repairs, and provide Buyer with a Certificate of Compliance, prior to the close of escrow.

**3.  COMPLIANCE AFTER THE CLOSE OF ESCROW:** If compliance is to take place after the close of escrow, then check either Seller or Buyer in each of the four paragraphs below:

A.  Seller  Buyer (*check one*) agrees to be responsible for obtaining the Certificate of Compliance within 180 days of the Close of Escrow.

B.  Seller  Buyer (*check one*) shall be responsible to pay the required EBMUD fee for this extension. The responsible party agrees promptly upon Acceptance of the Purchase Agreement to apply to EBMUD for a Time Extension Certificate, which shall be delivered to escrow prior to Close of Escrow.

C.  Seller  Buyer (*check one*) shall be responsible to post the deposit into escrow as is required by EBMUD for any Time Extension for compliance after close of escrow. Note: If the Certificate of Completion is not obtained within 180 days of the Close of Escrow, this deposit may be subject to forfeit and the property owner may be subject to enforcement action by EBMUD.

D.  Seller  Buyer (*check one*) to receive refund of the deposit once Certificate of Compliance is obtained.

**C.  PROPERTY DEFERRED:** Condominiums are also required to comply with the private sewer lateral program. However, homeowners associations for multi-unit structures served by a single lateral or shared laterals have until July 2021 to comply. EBMUD recommends that you contact your homeowners association for additional information.

For more information go to <http://www.eastbaypsl.com/eastbaypsl/extension.html>

**Other ordinances:** Jurisdictions have ordinances that may affect the use, value or enjoyment of your property. You are advised to visit the appropriate website or offices of the appropriate jurisdiction to determine whether the subject property is in an area regulated by such ordinances.

**East Bay Purchase Agreement Addendum – EMERYVILLE**

**Revised 02/2015**

**SOURCES OF INFORMATION:**


**City of Emeryville:** <http://www.ci.emeryville.ca.us/>  
1333 Park Ave, Emeryville CA 94608 Tel: 510/596-4300

**Police** <http://www.ci.emeryville.ca.us/police/> Tel: 510/596-3700

**Other areas in Alameda and Contra Costa counties:** <http://www.co.contra-costa.ca.us/> or  
<http://www.co.alameda.ca.us/>.  
See office addresses on website.

**East Bay Municipal Utility District (EBMUD):** <http://www.ebmud.com>

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL THREE (3) PAGES OF THIS DOCUMENT.  
**This document may be signed in counterparts.**

DocuSigned by:  
  
Buyer  
383FACE1C1E24FE...

Dated: 6/20/2017, 2017

\_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
Seller

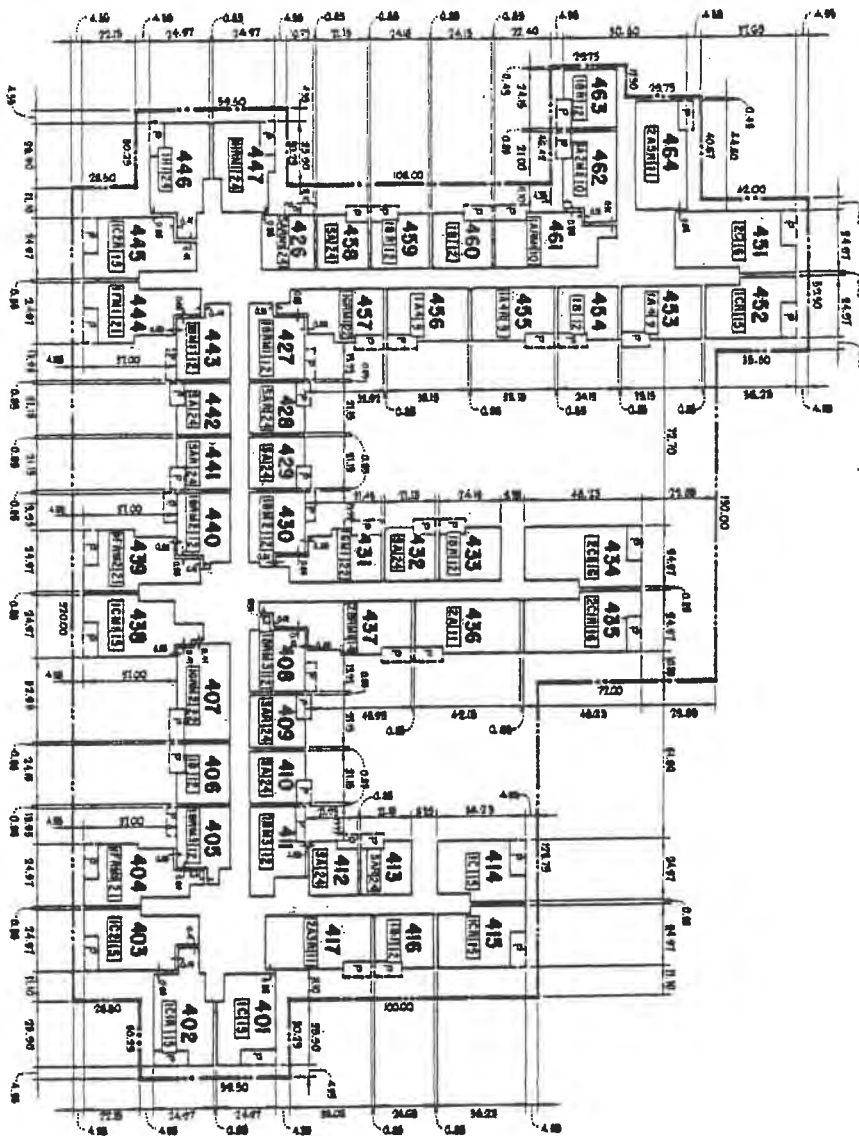
Dated: \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_  
Seller

Dated: \_\_\_\_\_, 201\_\_\_\_\_

Date:

Date:



BUILDING LEVEL: 000 UNIT NUMBER  
 UNIT TYPE: [ ] SHEET NUMBER OF TYPICAL UNIT  
 FLOOR ELEVATION = 42.17  
 CEILING ELEVATION = 50.20  
 LOT LINE

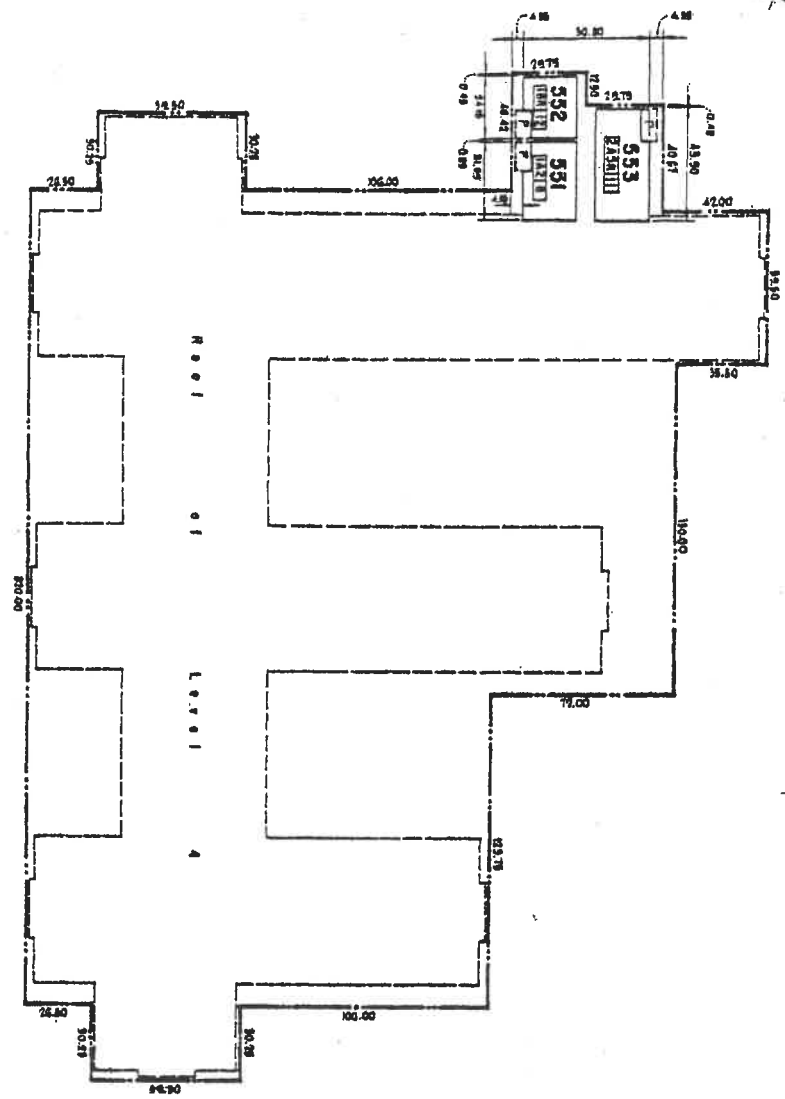
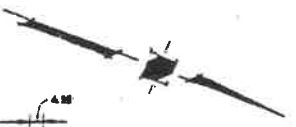
# LOT E LEVEL 4

TRACT NO. 4142  
 WATERGATE CONDOMINIUM  
 PLAN

EMERYVILLE CALIFORNIA

**HMH** **HMH INCORPORATED**  
 Consulting Civil Engineers  
 1200 17th Street, Suite 100  
 Emeryville, CA 94608  
 (415) 434-1100

DATE: 12/11/11	APPROVED:	PROJECT: 6
DRAWN: J.S. [Signature]	REVIEW: M. [Signature]	
CHECKED: B.C.		OF 65 SHEETS



BUILDING LEVEL UNIT NUMBER  
 UNIT TYPE SHEET NUMBER  
 OF TOTAL SHEETS  
 FLOOR ELEVATION = 51.23  
 CEILING ELEVATION = 59.26  
 LOT LINE

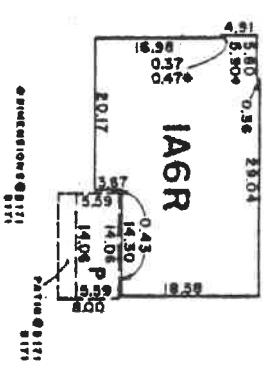
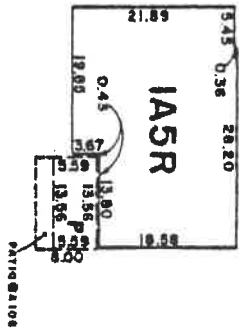
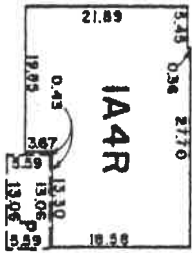
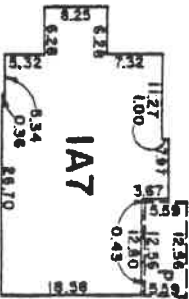
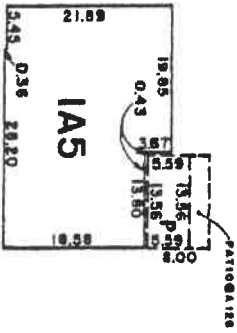
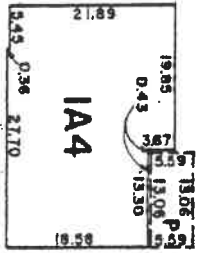
**LOT E, LEVEL 5**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

EMERYVILLE CALIFORNIA  
**HMH** **HMH, INCORPORATED**  
 Consulting Civil Engineers

SHEET NO. 7 OF 7  
 DATE: 11/18/09  
 DRAWN: E.S. CALA  
 CHECKED: KENNETH W. HARRISON  
 APPROVED:   
 KENNETH W. HARRISON, REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 11877  
 CIVIL ENGINEER

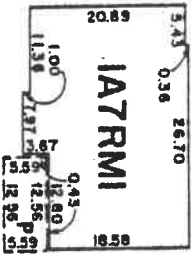
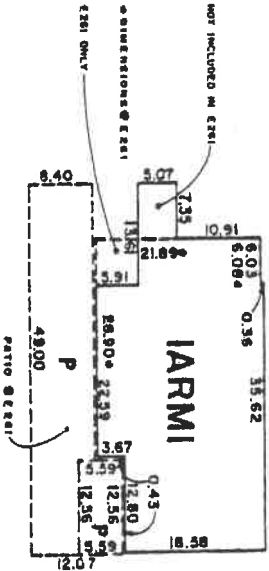
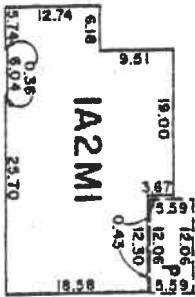




**TYPICAL UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

<p>DATE: DEC 1978          SHEET: 9 OF 10          DRAWN: J.C.L.          CHECKED: J.C.L.</p>	<p>APPROVED            J. C. L.</p>
<p><b>HMH</b>          HANLEY INCORPORATED          Consulting Civil Engineers          1000 17th Street          Emeryville, California</p>	<p>PROJECT  <b>9</b></p>



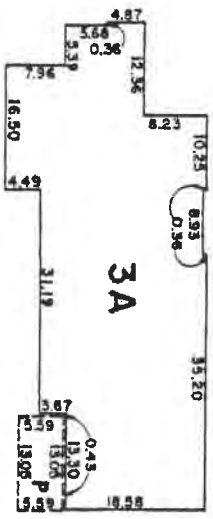
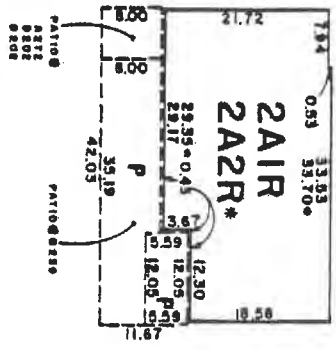
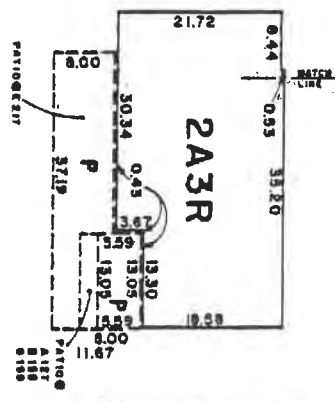
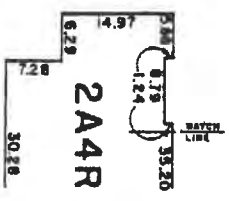
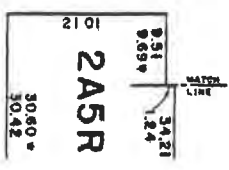
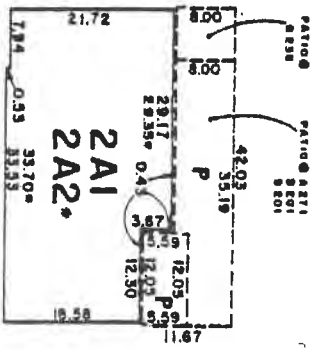
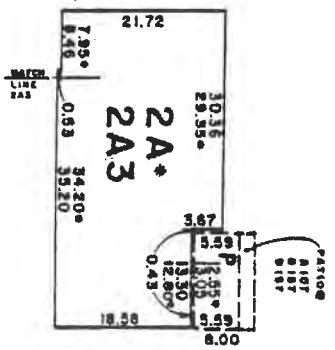
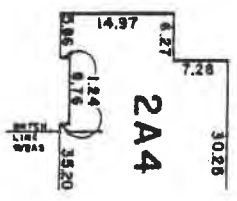
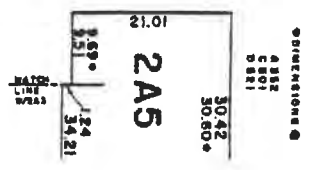
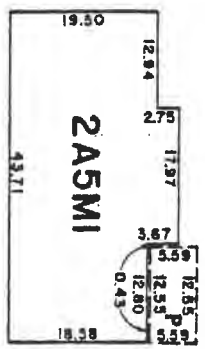
TYPICAL UNITS

TRACT NO. 4142  
WATERGATE CONDOMINIUM  
PLAN

EMERYVILLE CALIFORNIA  
**HMH** HMMH INCORPORATED  
COMMERCIAL AND DEVELOPMENT

DATE: DEC. 27, 2008  
SCALE: AS SHOWN  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED: [Signature]  
REGISTERED ARCHITECT  
SHEET 10 OF 25 SHEETS





DIMENSIONS @  
 8.533  
 8.531  
 8.533

PATIO @  
 8.187  
 8.187  
 8.187

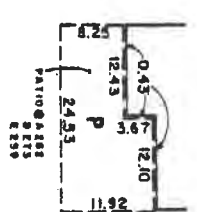
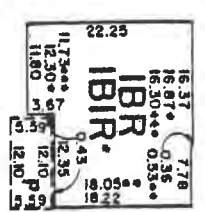
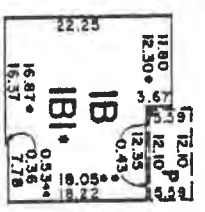
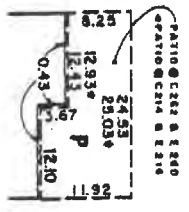
PATIO @  
 8.238  
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**TYPICAL UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

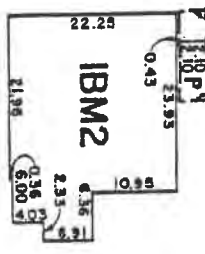
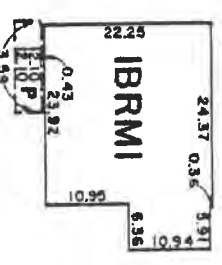
EMERYVILLE CALIFORNIA  
**HMH INCORPORATED**  
 Consulting Civil Engineers  
 2500 RIVERVIEW DRIVE  
 OAKLAND, CALIFORNIA 94612

DATE: DEC 27, 2011  
 SCALE: AS SHOWN  
 DRAWN BY: J.C.  
 CHECKED BY: [Signature]  
 SHEET 11 OF 26 SHEETS

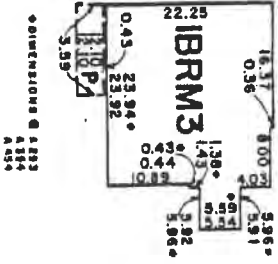
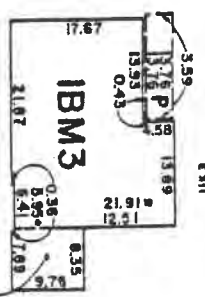


DIMENSIONS @ 7' SLOPE.  
DIMENSIONS @ 7' SLOPE  
DIMENSIONS @ 7' SLOPE

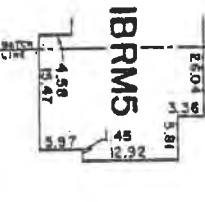
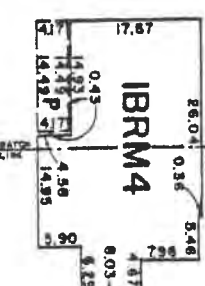
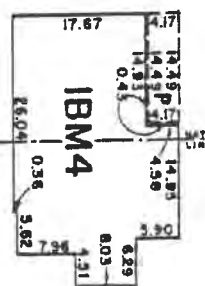
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C342  
C442



DIMENSIONS @ C312  
C311



NOT INCLUDED IN C312 & C311



**TYPICAL UNITS**

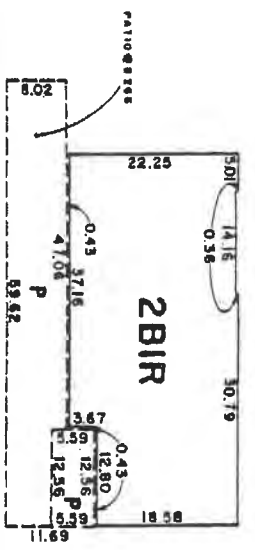
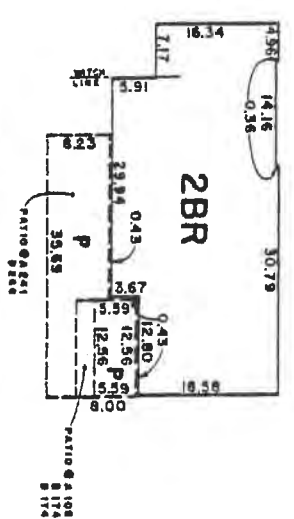
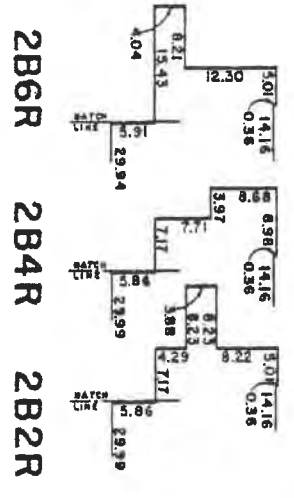
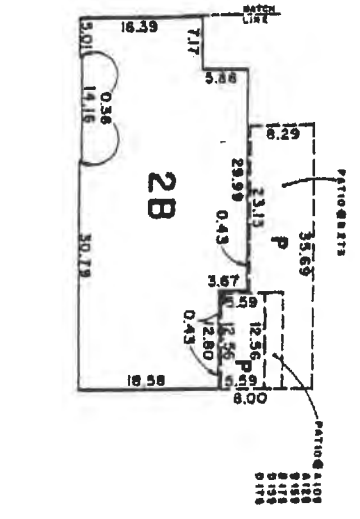
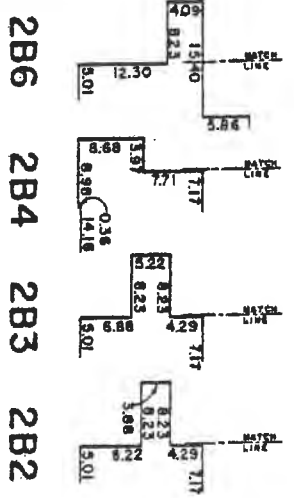
**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

**HMH**  
EMERYVILLE CALIFORNIA  
HMH INCORPORATED  
Consulting Civil Engineers

DATE: 05-21-78  
PROJECT: PROJ. 501  
DRAWN: C.E.B.  
CHECKED: J.L.C.  
APPROVED: [Signature]  
SHEET: 12 OF 28 SHEETS





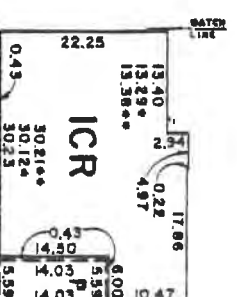
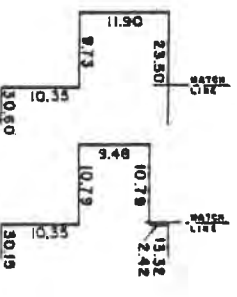
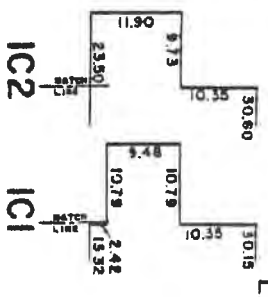
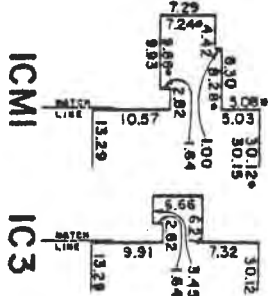
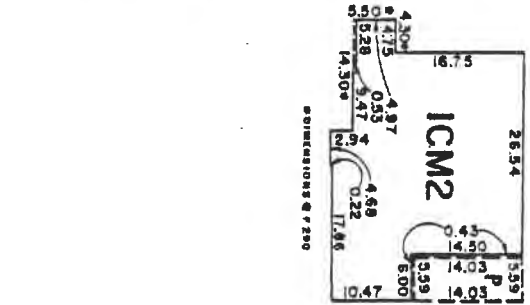
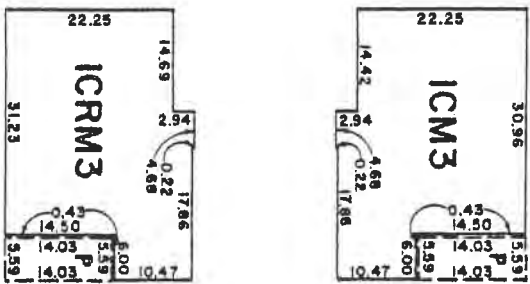


**TYPICAL UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

**HMH** EMERYVILLE CALIFORNIA  
**HMH INCORPORATED**  
 Consulting Civil Engineers  
 ARCHITECTS

DATE: 09/25/22  
 SCALE: AS SHOWN  
 PROJECT: 22-0001  
 CHECKED: R.C.  
 APPROVED: [Signature]  
 SHEET: 14  
 OF 26 SHEETS



CONVERSIONS @ 1.25  
 DIMENSIONS @ 1.25  
 AREA

CONVERSIONS @ 1.25  
 DIMENSIONS @ 1.25  
 AREA

**TYPICAL UNITS**

**TRACT NO. 4142**

**WATERGATE CONDOMINIUM**

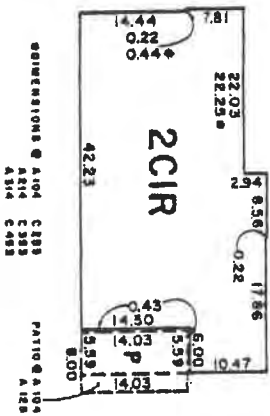
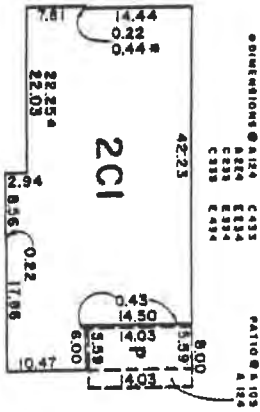
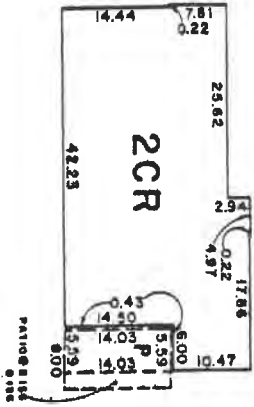
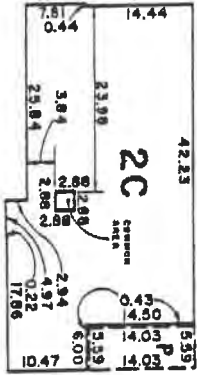
**PLAN**

**ENERYVILLE CALIFORNIA**

**HMH INCORPORATED**  
 Consulting Civil Engineers

DATE: APRIL 1978  
 SCALE: AS SHOWN  
 DRAWN: J.E.  
 CHECKED: J.E.  
 APPROVED: [Signature]  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 11 15878  
 STATE OF CALIFORNIA  
 PROJECT: 15





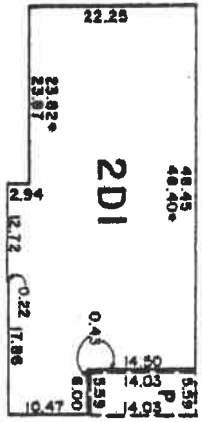
**TYPICAL UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

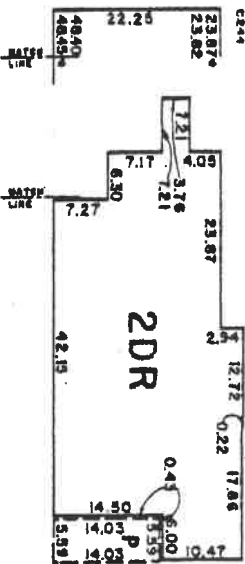
EMERYVILLE CALIFORNIA  
**HMH** **HMH INCORPORATED**  
 Consulting Civil Engineers

DATE: 02/12/13  
 SCALE: AS SHOWN  
 DRAWN BY: J.C.A.  
 CHECKED BY: J.C.A.  
 APPROVED: [Signature]  
 PROJECT: 16 OF 16 SHEETS

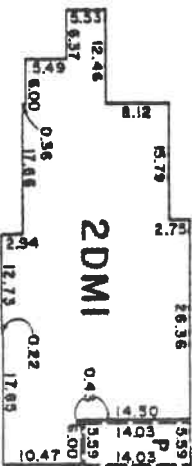
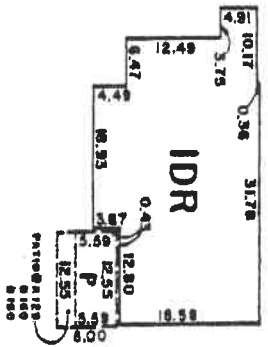
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CONCRETE WALL 0  
0.214



2DIR



### TYPICAL UNITS

TRACT NO. 4142  
WATERGATE CONDOMINIUM  
PLAN

EMERYVILLE

CALIFORNIA

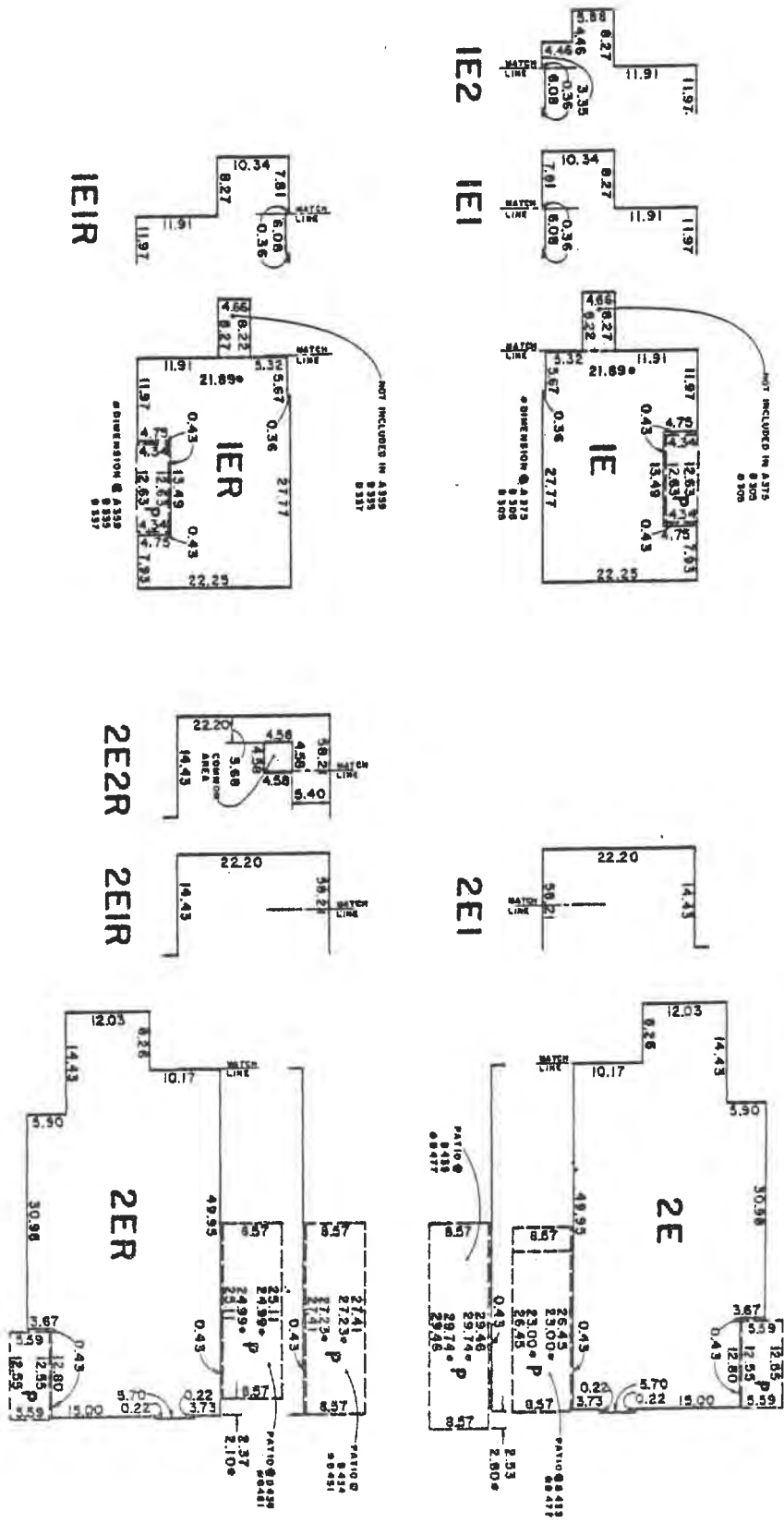
**HMH** INCORPORATED  
Consulting Civil Engineers

APPROVED

*[Signature]*  
REGISTERED CIVIL ENGINEER  
NO. 11821  
STATE OF CALIFORNIA

SHEET  
**17**  
OF 18 SHEETS





# TYPICAL UNITS

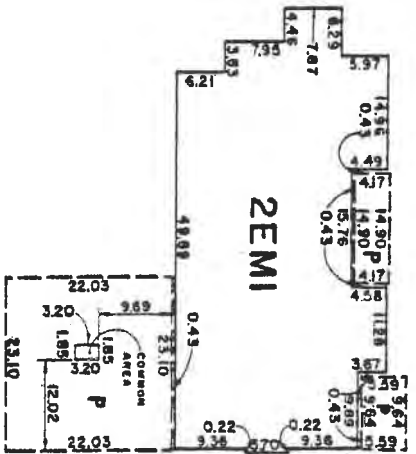
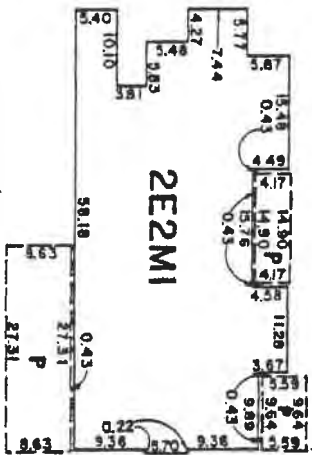
**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**  
 EMERYVILLE CALIFORNIA



**HAHN INCORPORATED**  
 ARCHITECTS  
 2010 W. 12TH AVE.  
 DENVER, CO 80202

DRAWN: JAGC/JTB  
 SCALE: AS SHOWN  
 PROJECT NO. 02-00-0000  
 CHECKED: M. L. C.  
 APPROVED: [Signature]  
 REGISTERED ARCHITECT  
 SHEET 18 OF 18 SHEETS





**TYPICAL UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

ENERGYVILLE CALIFORNIA



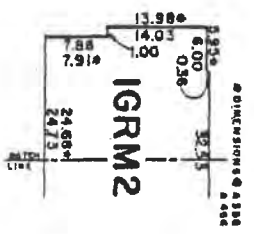
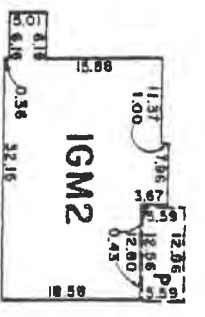
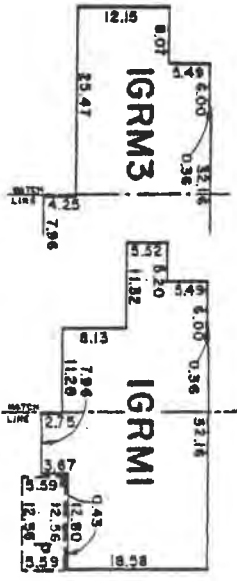
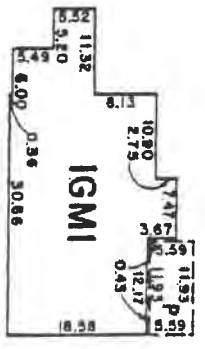
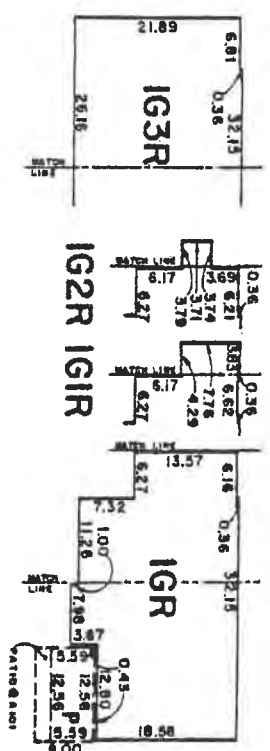
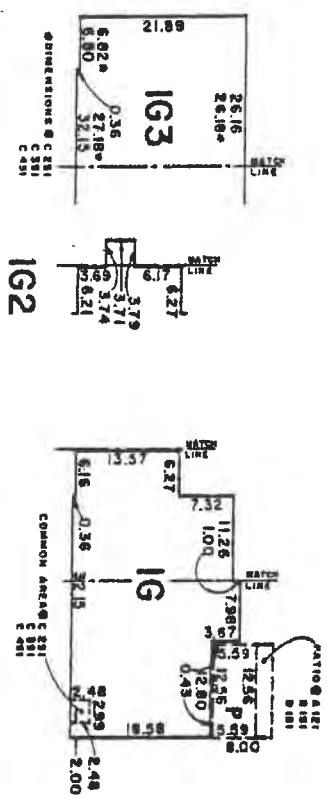
**HMH INCORPORATED**  
 Consulting Civil Engineers

DATE: DEC. 1772  
 SCALE: AS SHOWN  
 PROJECT: WATERGATE CONDOMINIUM  
 SHEET NO. 19  
 TOTAL SHEETS: 28  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 REVIEWED BY: [Signature]







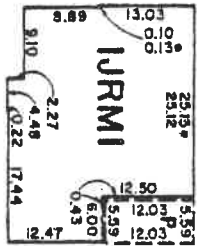
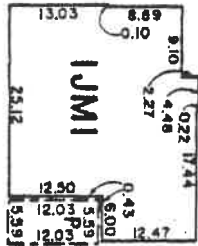


**TYPICAL UNITS**

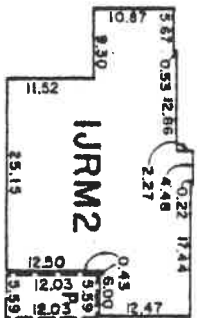
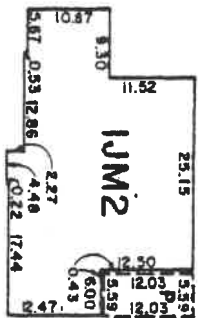
**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

EMERYVILLE CALIFORNIA  
**HMH INCORPORATED**  
 Consulting Civil Engineers

DATE: 02-21-78	APPROVED:	SHEET:
SCALE: AS SHOWN	<i>[Signature]</i>	22
DRAWN: J. E. E.		
CHECKED: B. C. C.		



DIMENSIONS @ 1/8" = 1'-0"

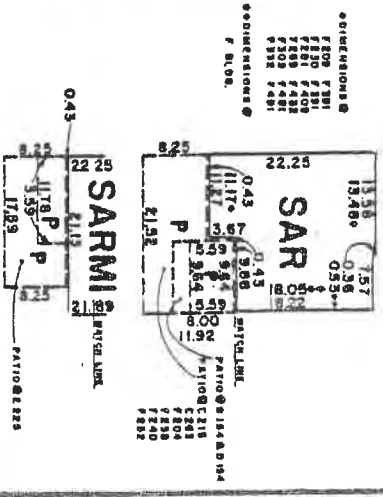
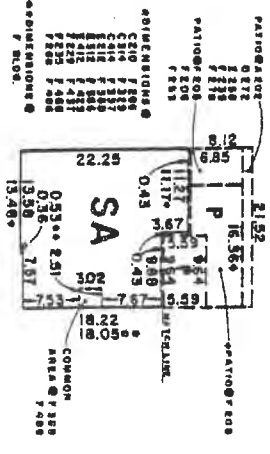
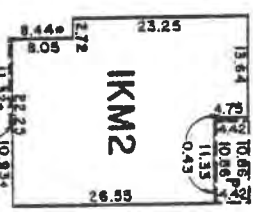
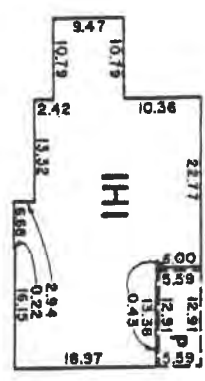
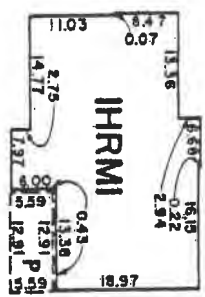
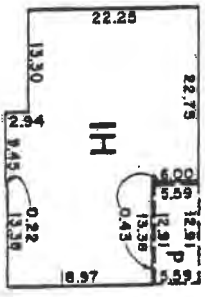


**TYPICAL UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

**HMH INCORPORATED**  
 CONSULTING CIVIL ENGINEERS  
 BERTYVILLE CALIFORNIA

DATE: DEC. 11/21	APPROVED:		SHEET <b>23</b> OF 28 SHEETS
SCALE: AS SHOWN	DESIGNED BY: H. H. H. H.		
DRAWN: J. J. J. J.	CHECKED BY: J. J. J. J.		

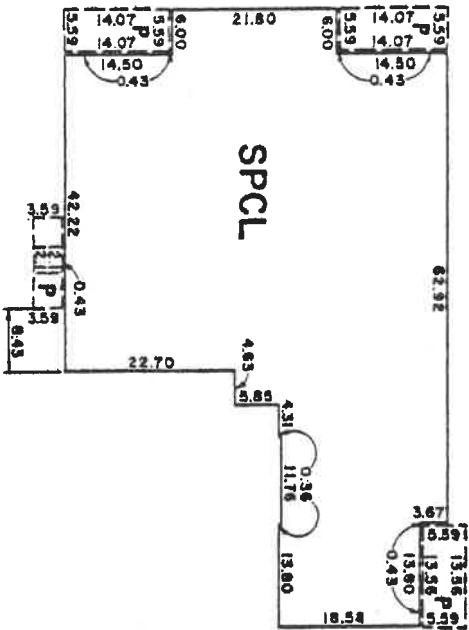


TYPICAL UNITS

TRACT NO. 4142  
WATERGATE CONDOMINIUM  
PLAN

EMERYVILLE CALIFORNIA  
**HMH** HMMH INCORPORATED  
Consulting Civil Engineers

DATE: 08/27/78 APPROVED: [Signature]  
 DRAWN BY: J.S. [Signature]  
 CHECKED BY: J.S. [Signature]  
 SHEET 24 OF 24



UNIT A324

TRACT NO. 4142  
 WATERGATE CONDOMINIUM  
 PLAN

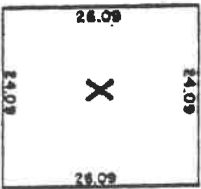
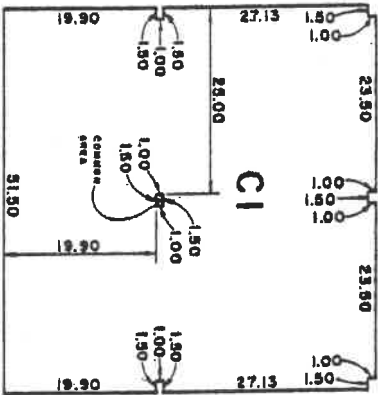
EMERYVILLE CALIFORNIA



HMA INCORPORATED  
 Consulting Civil Engineers  
 2500

DATE: 08/27/08  
 SCALE: AS SHOWN  
 DRAWN: G.S.  
 CHECKED: M.C.  
 APPROVED: *Lawrence H. ...*  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 41187 OF THE STATE OF CALIFORNIA

SHEET  
 25



**C1 B X UNITS**

**TRACT NO. 4142**  
**WATERGATE CONDOMINIUM**  
**PLAN**

**EMERYVILLE CALIFORNIA**

**HMH INCORPORATED**  
 Consulting Civil Engineers

DATE: 02/27/20  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 SHEET: 26



EXHIBIT "B" LOT A PAGES 1 OF 3 PAGES

UNIT NO.	PLAN	UNDIVIDED INTEREST
A-101	1G3R	0.3922 x
A-102	1A	0.3784 x
A-103	1A	0.3922 x
A-104	2C1R	0.7155 x
A-105	2C1	0.7912 x
A-106	1A5R	0.5229 x
A-107	2A4	0.6020 x
A-108	2B6R	0.6639 x
A-109	2B	0.6571 x
A-121	1G3	0.5160 x
A-122	1AR	0.4954 x
A-123	1AR	0.5091 x
A-124	2C1	0.8531 x
A-125	2CTR	0.7912 x
A-126	1A5	0.4919 x
A-127	2A4R	0.5745 x
A-128	2B6	0.6295 x
A-129	1DR	0.5435 x
A-130	1C	0.5573 x
A-131	1FR	0.5573 x
A-201	1A3	0.3543 x
A-202	SA	0.2374 x
A-203	SA	0.2374 x
A-204	1A7RM1	0.3474 x
A-205	1BRM5	0.2786 x
A-206	SA	0.2374 x
A-207	SAR	0.2374 x
A-208	1BM4	0.2786 x
A-209	2B3	0.6846 x
A-210	2B6R	0.6949 x
A-211	2A4	0.6261 x
A-212	1A5R	0.5367 x
A-213	2C1	0.8222 x
A-214	2C1R	0.7465 x
A-215	1A	0.4128 x
A-216	1A	0.3991 x
A-217	1G3R	0.4128 x
A-221	1G3	0.5435 x

UNIT NO.	PLAN	UNDIVIDED INTEREST
A-222	1AR	0.5229 x
A-223	1AR	0.5367 x
A-224	2C1	0.9185 x
A-225	2C1R	0.8222 x
A-226	1A5	0.5160 x
A-227	2A4R	0.6020 x
A-228	2B6	0.6536 x
A-229	2BR	0.6811 x
A-230	1C3	0.5883 x
A-231	1FR	0.5951 x
A-232	1GM2	0.3440 x
A-233	1GRM4	0.3474 x
A-234	1BRM4	0.2955 x
A-235	SA	0.2374 x
A-236	SAR	0.2374 x
A-237	1BM5	0.2855 x
A-238	1GM2	0.3440 x
A-239	SAR	0.2374 x
A-240	SAR	0.2374 x
A-241	2B2R	0.6536 x
A-242	1F	0.5504 x
A-243	1CR	0.5229 x
A-251	1C	0.4300 x
A-252	1FRM1	0.4197 x
A-253	1BRM3	0.2958 x
A-254	1B	0.2958 x
A-255	1GRM3	0.3646 x
A-256	1E2	0.3302 x
A-257	1AR	0.3302 x
A-258	1E1R	0.3269 x
A-259	1A1	0.3440 x
A-260	SAR	0.2339 x
A-261	SA	0.2374 x
A-262	1BR	0.2718 x
A-263	1A3	0.3337 x
A-264	1A3R	0.3269 x
A-271	2A1	0.6123 x
A-272	2A2R	0.6089 x

## EXHIBIT "3" LOT A PAGE 2

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
A-273	SA	0.2339 Z	A-323	1AR	0.5676 Z
A-274	1A1R	0.3302 Z	A-324	LATHROP	2.0641 Z
A-275	1E1	0.3337 Z	A-327	2A2R	0.6330 Z
A-276	1A	0.3337 Z	A-328	2B6	0.6846 Z
A-277	1E1R	0.3440 Z	A-329	2BR	0.7087 Z
A-278	1A1	0.3337 Z	A-330	1C3	0.6192 Z
A-279	1AR	0.3440 Z	A-331	1FR	0.6261 Z
A-280	1A	0.3440 Z	A-332	1GM2	0.3269 Z
A-281	1A1R	0.3337 Z	A-333	1AR	0.3337 Z
A-282	1C	0.4369 Z	A-334	1A	0.3337 Z
A-283	1FRM2	0.4300 Z	A-335	1GRM4	0.3269 Z
A-284	1BRM2	0.2924 Z	A-336	1BRM4	0.2718 Z
A-285	SAR	0.2614 Z	A-337	SA	0.2236 Z
A-286	SA	0.2614 Z	A-338	SAR	0.2236 Z
A-287	1BM1	0.2993 Z	A-339	1BM5	0.2718 Z
A-288	1FM1	0.4300 Z	A-340	1GM2	0.3269 Z
A-289	1C2R	0.4197 Z	A-341	SAR	0.2236 Z
A-290	1C1	0.3784 Z	A-342	SAR	0.2236 Z
A-291	1CR	0.4507 Z	A-343	2B2R	0.6330 Z
A-301	1A3	0.3337 Z	A-344	1F	0.5745 Z
A-302	SA	0.2236 Z	A-345	1CR	0.5745 Z
A-303	SA	0.2236 Z	A-351	1A2R	0.2993 Z
A-304	1A7RM1	0.3612 Z	A-352	1C	0.4300 Z
A-305	1BRM5	0.2649 Z	A-353	1FRM1	0.4197 Z
A-306	SA	0.2236 Z	A-354	1BRM3	0.2855 Z
A-307	SAR	0.2236 Z	A-355	1B	0.2855 Z
A-308	1BM4	0.2649 Z	A-356	1GRM2	0.3543 Z
A-309	2B3	0.7155 Z	A-357	1E2	0.3199 Z
A-310	2B6R	0.7293 Z	A-358	1AR	0.3130 Z
A-311	2A4	0.6571 Z	A-359	1ER	0.3130 Z
A-312	1A5R	0.5539 Z	A-360	1A1	0.3269 Z
A-313	2C1	0.8738 Z	A-361	SAR	0.2202 Z
A-314	2C1R	0.7912 Z	A-362	SA	0.2236 Z
A-315	1A	0.4369 Z	A-363	1BR	0.2614 Z
A-316	1A	0.4197 Z	A-364	1A3	0.3199 Z
A-317	1G3R	0.4266 Z	A-365	1A3R	0.3130 Z
A-321	1G3	0.5711 Z	A-366	2A5	0.4747 Z
A-322	1AR	0.5573 Z	A-371	2A1	0.5883 Z

## EXHIBIT "B" LOT A PAGE 3

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
			A-457	1E2	0.3302 z
A-372	2A2R	0.5814 z	A-458	1AR	0.3302 z
A-373	SA	0.2202 z	A-459	1E1R	0.3269 z
A-374	1A1R	0.3130 z	A-460	1A1	0.3440 z
A-375	1E	0.3130 z	A-461	SAR	0.2339 z
A-376	1A	0.3130 z	A-462	SA	0.2374 z
A-377	1E1R	0.3269 z	A-463	1BR	0.2752 z
A-378	1A1	0.3199 z	A-464	1A3	0.3406 z
A-379	1AR	0.3269 z	A-465	1A3R	0.3337 z
A-380	1A	0.3269 z	A-466	2A5	0.4954 z
A-381	1A1R	0.3199 z	A-471	2A1	0.6192 z
A-382	1CM1	0.4369 z	A-472	2A2R	0.6261 z
A-383	1FRM2	0.4300 z	A-473	SA	0.2270 z
A-384	1BRM2	0.2786 z	A-474	1A1R	0.3302 z
A-385	SAR	0.2511 z	A-475	1E1	0.3337 z
A-386	SA	0.2511 z	A-476	1A	0.3337 z
A-387	1BM1	0.2855 z	A-477	1E1R	0.3440 z
A-388	1FM1	0.4266 z	A-478	1A1	0.3337 z
A-389	1C2R	0.4197 z	A-479	1AR	0.3440 z
A-390	1C1	0.3922 z	A-480	1A	0.3509 z
A-391	1CR	0.4713 z	A-481	1GRM4	0.3819 z
A-401	1A3	0.3543 z	A-482	2EM1	1.2728 z
A-402	SA	0.2374 z	A-483	2ERM1	1.2384 z
A-403	SA	0.2374 z	A-484	1GM2	0.3440 z
A-404	1A7RM1	0.3646 z	A-485	1AR	0.3474 z
A-405	2E2M1	1.2040 z	A-486	1A	0.3440 z
A-421	2E1RM1	1.6168 z	A-487	1A1R	0.3337 z
A-422	1GM2	0.3440 z	A-488	1CM1	0.3440 z
A-423	SAR	0.2374 z	A-489	1FRM2	0.4369 z
A-424	SAR	0.2374 z	A-490	1BRM2	0.2958 z
A-425	2B2R	0.6708 z	A-491	SAR	0.2649 z
A-426	1F	0.6020 z	A-492	SA	0.2649 z
A-427	1CR	0.6295 z	A-493	1BM1	0.3027 z
A-451	1A2R	0.3199 z	A-494	1FM1	0.4438 z
A-452	1C	0.4507 z	A-495	1C2R	0.4438 z
A-453	1FRM1	0.4369 z	A-496	1C1	0.4094 z
A-454	1BRM3	0.3027 z	A-497	1CR	0.4954 z
A-455	1B	0.3027 z	A-551	1A2R	0.3406 z
A-456	1GRM2	0.3715 z	A-552		0.5160 z

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
8-151	1G3	0.3727 %	8-229	1A1	0.3804 %
8-152		0.3343 %	8-230	1AR	0.3880 %
8-153	1A	0.3419 %	8-231	1A	0.3880 %
8-154	SAR	0.2420 %	8-232	1A1R	0.3804 %
8-155	1C	0.5609 %	8-233	1E2	0.3880 %
8-156	2CR	0.7761 %	8-234	1AR	0.4034 %
8-157	2A3	0.6916 %	8-235	1E1R	0.3804 %
8-158	2A4R	0.6724 %	8-236	1A1	0.3880 %
8-159	2B6	0.6877 %	8-237	SAR	0.2614 %
8-160	10R	0.6070 %	8-238	2A2	0.5456 %
8-171	1A6R	0.4879 %	8-239	2A1R	0.5456 %
8-172	1CR	0.5379 %	8-251	1G3	0.3957 %
8-173	1F1	0.5763 %	8-252	1AR	0.3573 %
8-174	2B4R	0.6800 %	8-253	1A	0.3650 %
8-175	2B	0.6839 %	8-254	SAR	0.2574 %
8-176	1FR	0.6070 %	8-255	1C	0.5609 %
8-177	1C	0.5686 %	8-256	2CR	0.7646 %
8-201	2A1	0.5725 %	8-257	2A3	0.6647 %
8-202	2A2R	0.5801 %	8-258	2A4R	0.7108 %
8-203	SA	0.2614 %	8-259	2B6	0.5340 %
8-204	1A1R	0.3880 %	8-260	2BR	0.6647 %
8-205	1E1	0.3804 %	8-261	2F1	0.5801 %
8-206	1A	0.4034 %	8-262	2F2R	0.5840 %
8-207	1E1R	0.3880 %	8-263	1A7	0.3765 %
8-208	2B2	0.5955 %	8-264	SAR	0.2614 %
8-209	2B2R	0.5878 %	8-265	SAR	0.2651 %
8-210	1F	0.4610 %	8-266	2B1R	0.5878 %
8-211	1C2R	0.4687 %	8-271	1C	0.4495 %
8-212	1C1	0.4534 %	8-272	1FR	0.4034 %
8-213	1CR	0.4610 %	8-273	2B2	0.5725 %
8-221	1C	0.3880 %	8-274	SA	0.2651 %
8-222	1C1R	0.4034 %	8-275	SA	0.2614 %
8-223	1C2	0.4457 %	8-276	1G1R	0.3919 %
8-224	1FR	0.4610 %	8-277	2F4	0.5801 %
8-225	2B2	0.5955 %	8-278	2F1R	0.5840 %
8-226	10R	0.4956 %	8-279	1G2	0.3880 %
8-227	1C	0.4534 %	8-280	1G2R	0.3919 %
8-228	1FR	0.4610 %	8-281	1C3	0.5417 %

## EXHIBIT "B" LOT 8 PAGE 2

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
B-282	1FR	0.5763 %	B-351	1G3	0.4149 %
B-283	2B3	0.6647 %	B-352	1AR	0.3804 %
B-284	2B4R	0.6570 %	B-353	1A	0.3880 %
B-285	1F1	0.5686 %	B-354	SAR	0.2805 %
B-286	1CR	0.5917 %	B-355	1C	0.5763 %
B-287	1A6R	0.4764 %	B-356	2CR	0.7915 %
B-301	2A1	0.5571 %	B-357	2A3	0.6992 %
B-302	2A2R	0.5648 %	B-358	2A4R	0.6800 %
B-303	SA	0.2459 %	B-359	2B6	0.7146 %
B-304	1A1R	0.3727 %	B-360	2BR	0.6992 %
B-305	1E	0.3496 %	B-361	2F1	0.5609 %
B-306	1A	0.3880 %	B-362	2F2R	0.5609 %
B-307	1E1R	0.3727 %	B-363	1A7	0.3688 %
B-308	2B2	0.5801 %	B-364	SAR	0.2459 %
B-309	2B2R	0.5725 %	B-365	SAR	0.2498 %
B-310	1F	0.4610 %	B-366	2B1R	0.5725 %
B-311	1C2R	0.4687 %	B-367	1A2	0.3227 %
B-312	1C1	0.4687 %	B-368	1BR	0.2614 %
B-313	1CR	0.4764 %	B-369	2A5R	0.5225 %
B-321	1C	0.4034 %	B-371	1C	0.5110 %
B-322	1C1R	0.4149 %	B-372	1FR	0.4149 %
B-323	1C2	0.4457 %	B-373	2B2	0.5571 %
B-324	1FR	0.4534 %	B-374	SA	0.2498 %
B-325	2B2	0.5801 %	B-375	SA	0.2459 %
B-326	2BR	0.5725 %	B-376	1G1R	0.3535 %
B-327	1C3	0.4534 %	B-377	2F	0.5494 %
B-328	1FR	0.4610 %	B-378	2F1R	0.5609 %
B-329	1A1	0.3650 %	B-379	1G2	0.3765 %
B-330	1AR	0.3727 %	B-380	1AR	0.3727 %
B-331	1A	0.3727 %	B-381	1A	0.3727 %
B-332	1A1R	0.3650 %	B-382	1G2R	0.3765 %
B-333	1E2	0.3727 %	B-383	1C3	0.5686 %
B-334	1AR	0.3880 %	B-384	1FR	0.6070 %
B-335	1ER	0.3573 %	B-385	2B3	0.6916 %
B-336	1A1	0.3727 %	B-386	2B4R	0.6839 %
B-337	SAR	0.2459 %	B-387	1F1	0.5994 %
B-338	2A2	0.5302 %	B-388	1CR	0.6224 %
B-339	2A1R	0.5302 %	B-389	1A6R	0.4956 %

## EXHIBIT "B" LOT B PAGE 3

UNIT NO.	PLAN	UNDIVIDED INTEREST
B-401	2A1	0.6070%
B-402	2A2R	0.5955%
B-403	SA	0.2614%
B-404	1A1R	0.3880%
B-405	1E1	0.3804%
B-406	1A	0.4034%
B-407	1E1R	0.3880%
B-408	2B2	0.6070%
B-409	2B2R	0.5994%
B-410	1F	0.4803%
B-411	1C2R	0.4879%
B-412	1C1	0.4879%
B-413	1CR	0.4956%
B-421	1C	0.4226%
B-422	1C1R	0.4341%
B-423	1C2	0.4764%
B-424	1FR	0.4879%
B-425	2B2	0.6070%
B-426	2BR	0.5994%
B-427	1C3	0.4764%
B-428	1FR	0.4879%
B-429	1A1	0.3804%
B-430	1AR	0.3880%
B-431	1A	0.3880%
B-432	1GR	0.3880%
B-433	2E	1.2294%
B-434	2ER	1.2679%
B-435	1G	0.3880%
B-436	1AR	0.3880%
B-437	1A	0.3880%
B-438	1A1R	0.3804%
B-439	1E2	0.3880%
B-440	1AR	0.4034%
B-441	1E1R	0.3804%
B-442	1A1	0.3880%
B-443	SAR	0.2614%
B-444	2A2	0.5571%
B-445	2A1R	0.5571%

UNIT NO.	PLAN	UNDIVIDED INTEREST
B-451	2E2RA	1.1910%
B-452	1A7	0.3765%
B-453	SAR	0.2614%
B-454	SAR	0.2651%
B-455	2B1R	0.5994%
B-456	1A2	0.3419%
B-457	1BR	0.2843%
B-458	2A5R	0.5609%
B-471	1C	0.5340%
B-472	1FR	0.4380%
B-473	2B2	0.5878%
B-474	SA	0.2651%
B-475	SA	0.2614%
B-476	1GR	0.3880%
B-477	2E1	1.3831%
B-551	1A2	0.3611%
B-552	1BR	0.3035%
B-553	2A5R	0.5917%

## EXHIBIT "B" LOT C PAGE 1 OF 3 PAGES

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
C-201	1C	0.5596 %	C-254	1B1R	0.4846 %
C-202	1FRM1	0.6645 %	C-255	SAR	0.4497 %
C-203	1BRM3	0.4846 %	C-256	1A	0.5696 %
C-204	1B	0.4796 %	C-257	1AR	0.5396 %
C-205	1GRM3	0.6095 %	C-258	1A	0.5246 %
C-206	1BRM3	0.4247 %	C-259	1GRM1	0.5146 %
C-207	SAR	0.3547 %	C-260	1A3	0.4746 %
C-208	SA	0.3547 %	C-261	1A3R	0.4946 %
C-209	1BM3	0.4247 %	C-262	1B	0.4047 %
C-210	SA	0.3697 %	C-263	SAR	0.3547 %
C-211	SAR	0.3797 %	C-264	1A3R	0.5146 %
C-212	1C	0.8244 %	C-301	2A5M1	0.6995 %
C-213	1CR	0.8544 %	C-302	1B	0.4247 %
C-214	1B1	0.4597 %	C-303	1B	0.3497 %
C-215	SAR	0.3997 %	C-304	1A2R	0.4447 %
C-216	SAM1	0.3997 %	C-305	1C	0.5696 %
C-226	1BRM1	0.4047 %	C-306	1FRM1	0.6545 %
C-227	SAR	0.3547 %	C-307	1BRM3	0.4746 %
C-228	SA	0.3547 %	C-308	1B	0.4696 %
C-229	1BM2	0.4047 %	C-309	1GRM2	0.5996 %
C-230	1GM1	0.5047 %	C-310	1BRM3	0.4397 %
C-231	SA	0.3797 %	C-311	SAR	0.3797 %
C-232	1BR	0.4397 %	C-312	SA	0.3797 %
C-233	2C1	0.9643 %	C-313	1BM3	0.4397 %
C-234	2CTR	1.0092 %	C-314	SA	0.3547 %
C-235	2A	0.8344 %	C-315	SAR	0.3647 %
C-236	2BRM1	0.8094 %	C-316	1C	0.8244 %
C-237	1C	0.7394 %	C-317	1CR	0.8544 %
C-238	1FRM2	0.7594 %	C-318	1B1	0.4397 %
C-239	1BRM2	0.4946 %	C-319	SAR	0.3797 %
C-240	SAR	0.4097 %	C-320	SAM1	0.3797 %
C-241	SA	0.4097 %	C-326	1BRM1	0.4297 %
C-242	1BM1	0.5047 %	C-327	SAR	0.3797 %
C-243	2DM1	0.8693 %	C-328	SA	0.3797 %
C-244	2DIR	0.8644 %	C-329	1BM2	0.4297 %
C-251	1G3	1.6195 %	C-330	1GM1	0.4846 %
C-252	2C1	1.0492 %	C-331	SA	0.3647 %
C-253	2C1R	1.0792 %	C-332	1BR	0.4247 %

## EXHIBIT "B" LOT C PAGE 2

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
C-333	2C1	0.9943 %	C-408	1B	0.4946 %
C-334	2C1R	1.0092 %	C-409	1GRM2	0.6245 %
C-335	2A	0.8194 %	C-410	1BRM3	0.4597 %
C-336	2BRM1	0.7894 %	C-411	SAR	0.4047 %
C-337	1CM1	0.7195 %	C-412	SA	0.4047 %
C-338	1FRM2	0.7394 %	C-413	1BM3	0.4597 %
C-339	1BRM2	0.4746 %	C-414	SA	0.3697 %
C-340	SAR	0.3897 %	C-415	SAR	0.3797 %
C-341	SA	0.3897 %	C-416	1C	0.8743 %
C-342	1BM1	0.4946 %	C-417	1CR	0.8943 %
C-343	2DM1	0.9093 %	C-418	1B1	0.4796 %
C-344	2D1R	0.8644 %	C-419	SAR	0.4097 %
C-345	1A2	0.4347 %	C-420	SAM1	0.4297 %
C-346	1BR	0.3497 %	C-426	1BRM1	0.4597 %
C-347	1B	0.3497 %	C-427	SAR	0.4047 %
C-349	1B	0.3947 %	C-428	SA	0.4047 %
C-350	2A5R	0.6895 %	C-429	1BM2	0.4597 %
C-351	1G3	0.6195 %	C-430	1GM1	0.5096 %
C-352	2C1	1.0492 %	C-431	SA	0.3797 %
C-353	2C1R	1.0792 %	C-432	1BR	0.4447 %
C-354	1B1R	0.4846 %	C-433	2C1	1.0592 %
C-355	SAR	0.4297 %	C-434	2C1R	1.0642 %
C-356	1A	0.5496 %	C-435	2A	0.8644 %
C-357	1AR	0.5246 %	C-436	2BRM1	0.8294 %
C-358	1A	0.5047 %	C-437	1CM1	0.7544 %
C-359	1GRM1	0.4946 %	C-438	1FRM2	0.7794 %
C-360	1A3	0.4547 %	C-439	1BRM2	0.5047 %
C-361	1A3R	0.4647 %	C-440	SAR	0.4197 %
C-362	1B	0.3847 %	C-441	SA	0.4197 %
C-363	SAR	0.3347 %	C-442	1BM1	0.5146 %
C-364	1A3R	0.4846 %	C-443	2DM1	0.9543 %
C-401	2A5M1	0.8144 %	C-444	2D1R	0.8893 %
C-402	1B	0.4497 %	C-445	1A2	0.4647 %
C-403	1B	0.3797 %	C-446	1BR	0.3797 %
C-404	1A2R	0.4746 %	C-447	1B	0.3797 %
C-405	1C	0.6045 %	C-449	1B	0.4247 %
C-406	1FRM1	0.6895 %	C-450	2A5R	0.7195 %
C-407	1BRM3	0.5047 %	C-451	1G3	0.7195 %



## EXHIBIT "B" LOT C PAGE 3

UNIT NO.	PLAN	UNDIVIDED INTEREST
C-452	2C1	1.0842 %
C-453	2C1R	1.0992 %
C-454	1B1R	0.5096 %
C-455	SAR	0.4447 %
C-456	1A	0.5746 %
C-457	1AP	0.5496 %
C-458	1A	0.5396 %
C-459	1GRM1	0.5246 %
C-460	1A3	0.4846 %
C-461	1A3R	0.4946 %
C-462	1B	0.4047 %
C-463	SAR	0.3547 %
C-464	1A3R	0.5146 %
C-501	2A5	0.8244 %
C-502	1B	0.4746 %
C-503	1B	0.4047 %
C-504	1A2R	0.5047 %
C-526	1A2	0.4946 %
C-527	1BR	0.3947 %
C-528	1B	0.3947 %
C-530	1B	0.4397 %
C-531	2A5R	0.7694 %
C-000		2.4981 %
C-W00		0.2998 %

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
0-151	1G3	0.3604 <sup>z</sup>	0-229	1A	0.3914 <sup>z</sup>
0-152	1AR	0.3294 <sup>z</sup>	0-230	1A1R	0.3835 <sup>z</sup>
0-153	1A	0.3332 <sup>z</sup>	0-231	1E2	0.3914 <sup>z</sup>
0-154	SAR	0.2247 <sup>z</sup>	0-232	1AR	0.4069 <sup>z</sup>
0-155	1C	0.5309 <sup>z</sup>	0-233	1E1R	0.3835 <sup>z</sup>
0-156	2CR	0.7207 <sup>z</sup>	0-234	1A1	0.3914 <sup>z</sup>
0-157	2A3	0.6704 <sup>z</sup>	0-235	SAR	0.2635 <sup>z</sup>
0-158	2A4R	0.6549 <sup>z</sup>	0-236	1A3	0.4224 <sup>z</sup>
0-159	2B6	0.6897 <sup>z</sup>	0-237	1A3R	0.3759 <sup>z</sup>
0-160	1DR	0.5967 <sup>z</sup>	0-251	1G3	0.3835 <sup>z</sup>
0-171	1A6R	0.4727 <sup>z</sup>	0-252	1AR	0.3449 <sup>z</sup>
0-172	1CR	0.6122 <sup>z</sup>	0-253	1A	0.3526 <sup>z</sup>
0-173	1F1	0.5890 <sup>z</sup>	0-254	SAR	0.2402 <sup>z</sup>
0-174	2B4R	0.6549 <sup>z</sup>	0-255	1C	0.5154 <sup>z</sup>
0-175	2B	0.6704 <sup>z</sup>	C-256	2CR	0.7052 <sup>z</sup>
0-176	1FR	0.5967 <sup>z</sup>	0-257	2A3	0.6471 <sup>z</sup>
0-177	1C	0.5580 <sup>z</sup>	0-258	2A4R	0.6355 <sup>z</sup>
0-201	2A1	0.5270 <sup>z</sup>	0-259	2B6	0.6704 <sup>z</sup>
0-202	2A2R	0.5425 <sup>z</sup>	0-260	2BR	0.6549 <sup>z</sup>
0-203	SA	0.2635 <sup>z</sup>	0-261	2F1	0.5851 <sup>z</sup>
0-204	1A1R	0.3914 <sup>z</sup>	0-262	2F2R	0.5890 <sup>z</sup>
0-205	1E1	0.3835 <sup>z</sup>	0-263	1A7	0.3797 <sup>z</sup>
0-206	1A	0.4069 <sup>z</sup>	0-264	SAR	0.2635 <sup>z</sup>
0-207	1E1R	0.3914 <sup>z</sup>	0-265	SAR	0.2674 <sup>z</sup>
0-208	2B2	0.5929 <sup>z</sup>	0-266	2B2R	0.5502 <sup>z</sup>
0-209	2B2R	0.6006 <sup>z</sup>	0-267	1F	0.4185 <sup>z</sup>
0-210	1F	0.4495 <sup>z</sup>	0-268	1CR	0.3835 <sup>z</sup>
0-211	1C2R	0.4262 <sup>z</sup>	0-271	1A3	0.4107 <sup>z</sup>
0-212	1C1	0.4495 <sup>z</sup>	0-272	SA	0.2674 <sup>z</sup>
0-213	1CR	0.4572 <sup>z</sup>	0-273	1BR	0.3139 <sup>z</sup>
0-221	2D1	0.6355 <sup>z</sup>	0-274	SA	0.2674 <sup>z</sup>
0-222	2DR	0.6626 <sup>z</sup>	0-275	SA	0.2635 <sup>z</sup>
0-223	2B4	0.6200 <sup>z</sup>	0-276	1G1R	0.3952 <sup>z</sup>
0-224	1DR	0.5154 <sup>z</sup>	0-277	2F4	0.5851 <sup>z</sup>
0-225	1C	0.5231 <sup>z</sup>	0-278	2F1R	0.5890 <sup>z</sup>
0-226	1FR	0.5231 <sup>z</sup>	0-279	1G2	0.3914 <sup>z</sup>
0-227	1A1	0.3914 <sup>z</sup>	0-280	1G2R	0.3952 <sup>z</sup>
0-228	1AR	0.3914 <sup>z</sup>	0-281	1C3	0.5386 <sup>z</sup>

## EXHIBIT "B" LOT D PAGE 2

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
0-282	1FR	0.5735 %	0-340	1A3	0.3759 %
0-283	2B3	0.6471 %	0-341	1A3R	0.3604 %
0-284	2B4R	0.6355 %	0-351	1G3	0.4069 %
0-285	1F1	0.5657 %	0-352	1AR	0.3604 %
0-286	1CR	0.5890 %	0-353	1A	0.3681 %
0-287	1A6R	0.4921 %	0-354	SAR	0.2519 %
0-301	2A1	0.5502 %	0-355	1C	0.5386 %
0-302	2A2R	0.5580 %	0-356	2CR	0.7401 %
0-303	SA	0.2480 %	0-357	2A3	0.6704 %
0-304	1A1R	0.3759 %	0-358	2A4R	0.6549 %
0-305	1E	0.3526 %	0-359	2B6	0.7052 %
0-306	1A	0.3914 %	0-360	2BR	0.6897 %
0-307	1E1R	0.3759 %	0-361	2F1	0.5619 %
0-308	2B2	0.5929 %	0-362	2F2R	0.5657 %
0-309	2B2R	0.6006 %	0-363	1A7	0.3720 %
0-310	1F	0.4844 %	0-364	SAR	0.2480 %
0-311	1C2R	0.4572 %	0-365	SAR	0.2519 %
0-312	1C1	0.4727 %	0-366	2B2R	0.5619 %
0-313	1CR	0.4805 %	0-367	1F	0.4495 %
0-321	2A5	0.5464 %	0-368	1CR	0.4107 %
0-322	1B	0.2790 %	0-371	1A3	0.3991 %
0-323	1B	0.2635 %	0-372	SA	0.2596 %
0-324	1A2R	0.3255 %	0-373	1BR	0.2984 %
0-325	2D1	0.6549 %	0-374	SA	0.2519 %
0-326	2DR	0.6859 %	0-375	SA	0.2480 %
0-327	2B4	0.6200 %	0-376	1G1R	0.3797 %
0-328	2BR	0.6122 %	0-377	2F	0.5541 %
0-329	1C3	0.5464 %	0-378	2F1R	0.5657 %
0-330	1FR	0.5464 %	0-379	1G2	0.3797 %
0-331	1A1	0.3681 %	0-380	1AR	0.3759 %
0-332	1AR	0.3759 %	0-381	1A	0.3759 %
0-333	1A	0.3759 %	0-382	1G2R	0.3797 %
0-334	1A1R	0.3681 %	0-383	1C3	0.5657 %
0-335	1E2	0.3759 %	0-384	1FR	0.6045 %
0-336	1AR	0.3914 %	0-385	2B3	0.6859 %
0-337	1ER	0.3604 %	0-386	2B4R	0.6704 %
0-338	1A1	0.3759 %	0-387	1F1	0.5735 %
0-339	SAR	0.2480 %	0-388	1CR	0.6200 %

UNIT NO.	PLAN	UNDIVIDED INTEREST
0-389	1A6R	0.5154 x
0-401	2A1	0.5774 x
0-402	2A2R	0.5851 x
0-403	SA	0.2635 x
0-404	1A1R	0.3914 x
0-405	1E1	0.3835 x
0-406	1A	0.4069 x
0-407	1E1R	0.3914 x
0-408	2B2	0.6200 x
0-409	2B2R	0.6277 x
0-410	1F	0.5115 x
0-411	1C2R	0.4805 x
0-412	1C1	0.4921 x
0-413	1CR	0.4999 x
0-421	2A5	0.5812 x
0-422	1B	0.3177 x
0-423	1B	0.2867 x
0-424	1A2R	0.3449 x
0-425	2D1	0.6859 x
0-426	2DR	0.7130 x
0-427	2B4	0.6471 x
0-428	2BR	0.6432 x
0-429	1C3	0.5735 x
0-430	1FR	0.5735 x
0-431	1A1	0.3835 x
0-432	1AR	0.3914 x
0-433	1A	0.3914 x
0-434	1GR	0.3952 x
0-435	2E	1.1315 x
0-436	2ER	1.2012 x
0-437	1G	0.3914 x
0-438	1AR	0.3914 x
0-439	1A	0.3914 x
0-440	1A1R	0.3835 x
0-441	1E2	0.3914 x
0-442	1AR	0.4069 x
0-443	1E1R	0.3835 x
0-444	1A1	0.3914 x

UNIT NO.	PLAN	UNDIVIDED INTEREST
0-445	SAR	0.2635 x
0-446	1A3	0.4301 x
0-447	1A3R	0.4185 x
0-451	2E1R	1.1005 x
0-452	1A7	0.3797 x
0-453	SAR	0.2635 x
0-454	SAR	0.2674 x
0-455	2B2R	0.5929 x
0-456	1F	0.4727 x
0-457	1CR	0.4340 x
0-471	1A3	0.4417 x
0-472	SA	0.2945 x
0-473	1BR	0.3487 x
0-474	SA	0.2674 x
0-475	SA	0.2635 x
0-476	1GR	0.3952 x
0-477	2E1	1.2787 x
0-521	2A5	0.6122 x
0-522	1B	0.3487 x
0-523	1B	0.3061 x
0-524	1A2R	0.3642 x

## EXHIBIT "B"

LOT E PAGE 1 OF 3 PAGES

UNIT	PLAN	COMMON AREA INTEREST
E-201	1C	0.7120 %
E-202	1C1R	0.6286 %
E-203	1C2	0.5419 %
E-204	1FRM1	0.6186 %
E-205	1BRM3	0.4085 %
E-206	1B	0.3968 %
E-207	1GRM3	0.5310 %
E-208	1BRM3	0.4844 %
E-209	SAR	0.4260 %
E-210	SA	0.4260 %
E-211	1BM3	0.4844 %
E-212	SA	0.4143 %
E-213	SAR	0.4260 %
E-214	1C	0.9512 %
E-215	1CR	0.9629 %
E-216	1B1	0.6186 %
E-217	2A3R	0.9337 %
E-226	SARM1	0.3911 %
E-227	1BRM1	0.4844 %
E-228	SAR	0.4260 %
E-229	SA	0.4260 %
E-230	1BM2	0.4844 %
E-231	1GM1	0.5894 %
E-232	SA	0.4318 %
E-233	1BR	0.5135 %
E-234	2C1	1.1788 %
E-235	2C1R	1.1438 %
E-236	2A	0.9687 %
E-237	2BRM1	0.9337 %
E-238	1C	0.6303 %
E-239	1FRM2	0.6536 %
E-240	1BRM2	0.4318 %
E-241	SAR	0.3676 %
E-242	SA	0.3676 %
E-243	1BM1	0.4435 %
E-244	1FM1	0.6419 %
E-245	1C2R	0.6653 %
E-246	1H1	0.6536 %

UNIT	PLAN	COMMON AREA INTEREST
E-247	1HRM1	0.5544 %
E-251	2C	1.1438 %
E-252	1CR	0.9746 %
E-253	1A4	0.7295 %
E-254	1B	0.5544 %
E-255	1A4R	0.6303 %
E-256	1A4	0.6127 %
E-257	1GRM1	0.6011 %
E-258	SA	0.3911 %
E-259	1BR	0.4610 %
E-260	1B	0.4610 %
E-261	1ARM1	0.6127 %
E-301	1C	0.7295 %
E-302	1C1R	0.7003 %
E-303	1C2	0.6769 %
E-304	1FRM1	0.6536 %
E-305	1BRM3	0.4202 %
E-306	1B	0.4085 %
E-307	1GRM2	0.5427 %
E-308	1BRM3	0.5019 %
E-309	SAR	0.4435 %
E-310	SA	0.4435 %
E-311	1BM3	0.5019 %
E-312	SA	0.4027 %
E-313	SAR	0.4143 %
E-314	1C	0.9512 %
E-315	1CR	0.9979 %
E-316	1B1	0.5486 %
E-317	2A3R	0.9104 %
E-326	SARM1	0.3676 %
E-327	1BRM1	0.5019 %
E-328	SAR	0.4435 %
E-329	SA	0.4435 %
E-330	1BM2	0.5019 %
E-331	1GM1	0.5661 %
E-332	SA	0.4260 %
E-333	1BR	0.4960 %
E-334	2C1	1.1788 %

UNIT	PLAN	COMMON AREA INTEREST
E-335	2C1R	1.2021 %
E-336	2A	0.9454 %
E-337	2BRM1	0.9104 %
E-338	1CM1	0.6536 %
E-339	1FRM2	0.6769 %
E-340	1BRM2	0.4435 %
E-341	SAR	0.3793 %
E-342	SA	0.3793 %
E-343	1BM1	0.4493 %
E-344	1FM1	0.7003 %
E-345	1C2R	0.6886 %
E-346	1H1	0.6769 %
E-347	1HRM1	0.5777 %
E-351	2C	1.1671 %
E-352	1CR	0.9979 %
E-353	1A4	0.7003 %
E-354	1B	0.5369 %
E-355	1A4R	0.6127 %
E-356	1A4	0.5894 %
E-357	1GRM1	0.5777 %
E-358	SA	0.3676 %
E-359	1BR	0.4435 %
E-360	1B	0.4435 %
E-361	1ARM1	0.5894 %
E-362	1A2M1	0.5661 %
E-363	1BR	0.4085 %
E-364	2A5R	0.9220 %
E-401	1C	0.7703 %
E-402	1C1R	0.7353 %
E-403	1C2	0.7061 %
E-404	1FRM1	0.6828 %
E-405	1BRM3	0.4435 %
E-406	1B	0.4318 %
E-407	1GRM2	0.5661 %
E-408	1BRM3	0.5310 %
E-409	SAR	0.4727 %
E-410	SA	0.4727 %
E-411	1BM3	0.5310 %

EXHIBIT "B" LOT 5 PAGE 2		
UNIT	PLAN	COMMON AREA INTEREST
E-412	SA	0.4260 %
E-413	SAR	0.4313 %
E-414	1C	0.9921 %
E-415	1CR	1.0212 %
E-416	1B1	0.5836 %
E-417	2A3R	0.9629 %
E-426	SARMT	0.4143 %
E-427	1BRM1	0.5310 %
E-428	SAR	0.4727 %
E-429	SA	0.4727 %
E-430	1BM2	0.5310 %
E-431	1GM1	0.6011 %
E-432	SA	0.4493 %
E-433	1BR	0.5194 %
E-434	2C1	1.2372 %
E-435	2C1R	1.2780 %
E-436	2A	0.9979 %
E-437	2BRM1	0.9629 %
E-438	1CM1	0.6886 %
E-439	1FRM2	0.7120 %
E-440	1BRM2	0.4727 %
E-441	SAR	0.4027 %
E-442	SA	0.4027 %
E-443	1BM1	0.4727 %
E-444	1FM1	0.7353 %
E-445	1C2R	0.7236 %
E-446	1H1	0.6536 %
E-447	1HRM1	0.6127 %
E-451	2C	1.2197 %
E-452	1CR	1.0212 %
E-453	1A4	0.7470 %
E-454	1B	0.5602 %
E-455	1A4R	0.6419 %
E-456	1A4	0.6186 %
E-457	1GRM1	0.6127 %
E-458	SA	0.3911 %
E-459	1BR	0.4610 %
E-460	1B	0.4610 %

EXHIBIT "B" LOT E PAGE 3

UNIT	PLAN	COMMON AREA INTEREST
E-461	1ARM1	0.6137 %
E-462	1A2M1	0.5894 %
E-463	1BR	0.4435 %
E-464	2ASR	0.9570 %
E-551	1A2	0.6303 %
E-552	1BR	0.4727 %
E-553	2ASR	0.9979 %

## EXHIBIT "B" LOT F PAGE 1 OF 4 PAGES

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
F-201	1JRM1	0.4926 Z	F-240	SAR	0.3472 Z
F-202	1JM1	0.4159 Z	F-241	1BM7	0.4563 Z
F-203	SA	0.2544 Z	F-242	1JM2	0.5814 Z
F-204	SAR	0.2584 Z	F-243	1JM1	0.5451 Z
F-205	SA	0.2665 Z	F-251	1A	0.3513 Z
F-206	SA	0.2624 Z	F-252	SAR	0.2463 Z
F-207	SAR	0.2786 Z	F-253	SA	0.2463 Z
F-208	SA	0.2705 Z	F-254	1AR	0.3837 Z
F-209	SAR	0.2705 Z	F-255	1C	0.5289 Z
F-210	1BRM6	0.3432 Z	F-256	1CR	0.6299 Z
F-211	SA	0.2826 Z	F-257	1A	0.5532 Z
F-212	SAR	0.2826 Z	F-258	1B	0.4159 Z
F-213	1BM6	0.3432 Z	F-259	1BR	0.3837 Z
F-214	1BM9	0.4280 Z	F-260	1BRM6	0.4078 Z
F-215	SA	0.3593 Z	F-261	SA	0.3392 Z
F-216	SAR	0.3593 Z	F-262	SAR	0.3392 Z
F-217	1BM10	0.4563 Z	F-263	1BMB	0.3795 Z
F-218	1KM1	0.5532 Z	F-264	1BRM6	0.3351 Z
F-219	1KM2	0.5370 Z	F-265	SA	0.2624 Z
F-221	1H	0.5007 Z	F-266	SAR	0.2624 Z
F-222	1CR	0.4684 Z	F-267	1BM6	0.3351 Z
F-223	1BRM6	0.4159 Z	F-268	SA	0.2705 Z
F-224	SA	0.3311 Z	F-269	SAR	0.2705 Z
F-225	SAR	0.3311 Z	F-270	1BM11	0.3351 Z
F-226	1BMB	0.3837 Z	F-271	1JM2	0.4159 Z
F-227	1CM2	0.5774 Z	F-272	1JM1	0.3837 Z
F-228	1CRM3	0.5814 Z	F-276	1JRM1	0.5693 Z
F-229	SA	0.2705 Z	F-277	1JRM2	0.5693 Z
F-230	SAR	0.2705 Z	F-278	1BRM7	0.4563 Z
F-231	1BRM6	0.3432 Z	F-279	SA	0.3472 Z
F-232	SA	0.2826 Z	F-280	SA	0.2746 Z
F-233	SAR	0.2826 Z	F-281	SAR	0.2705 Z
F-234	1BM6	0.3432 Z	F-282	1BRM6	0.3351 Z
F-235	SA	0.2705 Z	F-283	SA	0.2624 Z
F-236	SAR	0.2746 Z	F-284	SAR	0.2624 Z
F-237	SA	0.2786 Z	F-285	1BM6	0.3351 Z
F-238	SAR	0.3472 Z	F-286	SA	0.2705 Z
F-239	SA	0.3472 Z	F-287	SAR	0.2746 Z



## EXHIBIT "B" LOT F PAGE 2

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
F-288	SA	0.2705%	F-330	SAR	0.2584%
F-289	SAR	0.2705%	F-331	SA	0.2584%
F-290	1CM2	0.6056%	F-332	SAR	0.2544%
F-291	1CRM3	0.5895%	F-333	1BRM6	0.3270%
F-292	1BM9	0.3997%	F-334	SA	0.2624%
F-293	SA	0.3230%	F-335	SAR	0.2624%
F-294	SAR	0.3230%	F-336	1BM6	0.3270%
F-295	1BM6	0.3917%	F-337	SA	0.2544%
F-296	1C	0.5693%	F-338	SAR	0.2584%
F-297	1CR	0.5693%	F-339	SA	0.2624%
F-301	1JRM1	0.5128%	F-340	SAR	0.3513%
F-302	1JM1	0.4361%	F-341	SA	0.3513%
F-303	SA	0.2705%	F-342	SAR	0.3513%
F-304	SAR	0.2746%	F-343	1BM7	0.4441%
F-305	SA	0.2826%	F-344	1JM2	0.6056%
F-306	SA	0.2786%	F-345	1JM1	0.5814%
F-307	SAR	0.2624%	F-351	1A	0.3674%
F-308	SA	0.2584%	F-352	SAR	0.2624%
F-309	SAR	0.2544%	F-353	SA	0.2624%
F-310	1BRM6	0.3270%	F-354	1AR	0.3997%
F-311	SA	0.2624%	F-355	1C	0.5289%
F-312	SAR	0.2624%	F-356	1CR	0.6299%
F-313	1BM6	0.3270%	F-357	1A	0.5532%
F-314	1BM9	0.4159%	F-358	1B	0.3997%
F-315	SA	0.3472%	F-359	1BR	0.3634%
F-316	SAR	0.3472%	F-360	1BRM6	0.3837%
F-317	1BM10	0.4441%	F-361	SA	0.3230%
F-318	1KM1	0.5774%	F-362	SAR	0.3230%
F-319	1CM2	0.5693%	F-363	1BMB	0.3634%
F-321	1H	0.5774%	F-364	1BRM6	0.3190%
F-322	1CR	0.5370%	F-365	SA	0.2463%
F-323	1BRM6	0.4199%	F-366	SAR	0.2463%
F-324	SA	0.3472%	F-367	1BM6	0.3190%
F-325	SAR	0.3472%	F-368	SA	0.2544%
F-326	1BMB	0.3917%	F-369	SAR	0.2584%
F-327	1CM3	0.6218%	F-370	1BM11	0.3472%
F-328	1CRM3	0.6056%	F-371	1JM2	0.4280%
F-329	SA	0.2544%	F-372	1JM1	0.3997%

## EXHIBIT "B" LOT F PAGE 3

UNIT NO.	PLAN	UNDIVIDED INTEREST	UNIT NO.	PLAN	UNDIVIDED INTEREST
F-376	1JRM1	0.5895 Z	F-415	SA	0.3593 Z
F-377	1JRM2	0.5814 Z	F-416	SAR	0.3593 Z
F-378	1BRM7	0.4886 Z	F-417	1BM10	0.4603 Z
F-379	SA	0.3513 Z	F-418	1KM1	0.5976 Z
F-380	SA	0.2584 Z	F-419	1KM2	0.5895 Z
F-381	SAR	0.2544 Z	F-421	1H	0.6056 Z
F-382	1BRM6	0.3190 Z	F-422	1CR	0.5693 Z
F-383	SA	0.2463 Z	F-423	1BRM6	0.4361 Z
F-384	SAR	0.2463 Z	F-424	SA	0.3674 Z
F-385	1BM6	0.3190 Z	F-425	SAR	0.3674 Z
F-386	SA	0.2544 Z	F-426	1BMB	0.4078 Z
F-387	SAR	0.2584 Z	F-427	1CM3	0.6541 Z
F-388	SAR	0.2624 Z	F-428	1CRM3	0.6339 Z
F-389	SA	0.2624 Z	F-429	SA	0.2705 Z
F-390	SA	0.2584 Z	F-430	SAR	0.2746 Z
F-391	SAR	0.2544 Z	F-431	SA	0.2746 Z
F-392	1CM3	0.5814 Z	F-432	SAR	0.2705 Z
F-393	1CRM3	0.5693 Z	F-433	1BRM6	0.3432 Z
F-394	1BM9	0.3837 Z	F-434	SA	0.2786 Z
F-395	SA	0.3069 Z	F-435	SAR	0.2786 Z
F-396	SAR	0.3069 Z	F-436	1BM6	0.3432 Z
F-397	1BM6	0.3795 Z	F-437	SA	0.2705 Z
F-398	1C	0.5693 Z	F-438	SAR	0.2746 Z
F-399	1CR	0.5976 Z	F-439	SA	0.2786 Z
F-401	1JRM1	0.5330 Z	F-440	SAR	0.3715 Z
F-402	1JM1	0.4563 Z	F-441	SA	0.3715 Z
F-403	SA	0.2867 Z	F-442	SAR	0.3715 Z
F-404	SAR	0.2907 Z	F-443	1BM7	0.4643 Z
F-405	SA	0.2947 Z	F-444	1JM2	0.6379 Z
F-406	SA	0.2907 Z	F-445	1JM1	0.6137 Z
F-407	SAR	0.2786 Z	F-451	1A	0.3917 Z
F-408	SA	0.2746 Z	F-452	SAR	0.2786 Z
F-409	SAR	0.2705 Z	F-453	SA	0.2786 Z
F-410	1BRM6	0.3432 Z	F-454	1AR	0.4240 Z
F-411	SA	0.2786 Z	F-455	1C	0.5612 Z
F-412	SAR	0.2786 Z	F-456	1CR	0.6581 Z
F-413	1BM6	0.3432 Z	F-457	1A	0.5774 Z
F-414	1BM9	0.4320 Z	F-458	1B	0.4199 Z

UNIT NO.	PLAN	UNDIVIDED INTEREST
F-459	1BR	0.3837 Z
F-460	1BRM6	0.3997 Z
F-461	SA	0.3392 Z
F-462	SAR	0.3392 Z
F-463	1BM8	0.3795 Z
F-464	1BRM6	0.3351 Z
F-465	SA	0.2624 Z
F-466	SAR	0.2624 Z
F-467	1BM6	0.3351 Z
F-468	SA	0.2705 Z
F-469	SAR	0.2746 Z
F-470	1BM11	0.3634 Z
F-471	1JM2	0.4482 Z
F-472	1JM1	0.4159 Z
F-476	1JRM1	0.6218 Z
F-477	1JRM2	0.6056 Z
F-478	1BRM7	0.4643 Z
F-479	SA	0.3715 Z
F-480	SA	0.2746 Z
F-481	SAR	0.2705 Z
F-482	1BRM6	0.3351 Z
F-483	SA	0.2624 Z
F-484	SAR	0.2624 Z
F-485	1BM6	0.3351 Z
F-486	SA	0.2705 Z
F-487	SAR	0.2746 Z
F-488	SAR	0.2786 Z
F-489	SA	0.2786 Z
F-490	SA	0.2746 Z
F-491	SAR	0.2705 Z
F-492	1CM3	0.6056 Z
F-493	1CRM3	0.5895 Z
F-494	1BM9	0.3997 Z
F-495	SA	0.3230 Z
F-496	SAR	0.3230 Z
F-497	1BM6	0.3917 Z
F-498	1C	0.5895 Z
F-499	1CR	0.6218 Z

## “EXHIBIT C”

### ASSESSMENT PERCENTAGES

#### Regular Assessment Percentages by Unit Type

Penthouse	-	0.1283
Two Bedroom	-	0.1056
Large One Bedroom	-	0.0794
Regular One Bedroom	-	0.0777
Junior One Bedroom	-	0.0759
Studio	-	0.0663

#### Special Units:

A 324	-	0.1798
B 258	-	0.1300
B 259	-	0.0759
C “C”	-	0.2985
C “X”	-	0.1492

#### “Sum of Assessment Percentages” by Building

Building A	18.8138351
Building B	17.8569439
Building C	13.8582750
Building D	17.9704434
Building E	12.5512871
Building F	18.9492155
	<u>100.000000</u>

### CALCULATING SPECIAL ASSESSMENT PERCENTAGES

The formula for determining the percentage of a Special Assessment involving only the affected owners of one building or part of a building shall be calculated as follows:

The number “100” shall be divided by the “Sum of Assessment Percentages” for the building which has been damaged. This product shall then be multiplied by the percentage of regular assessments for a Unit shown above to arrive at the percentage each Unit Owner must bear of the Special Assessment. For example, if the “Sum of Assessment Percentages” of a Building were 20%, then  $100 \div 20 = 5$ . A Unit which would normally bear 1% of regular assessments would bear 5% ( $1\% \times 5$ ) of such a Special Assessment.

# WATERGATE CONDOMINIUMS

## EXHIBIT "C"

PAGE 1

UNIT # PERCENT OF ASSESSMENT

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A101	0.0777
A102	0.0777
A103	0.0777
A104	0.1056
A105	0.1056
A106	0.0777
A107	0.1056
A108	0.1056
A109	0.1056
A121	0.0777
A122	0.0777
A123	0.0777
A124	0.1056
A125	0.1056
A126	0.0777
A127	0.1056
A128	0.1056
A129	0.0777
A130	0.0794
A131	0.0794
A201	0.0777
A202	0.0663
A203	0.0663
A204	0.0777
A205	0.0759
A206	0.0663
A207	0.0663
A208	0.0759
A209	0.1056
A210	0.1056
A211	0.1056
A212	0.0777
A213	0.1056
A214	0.1056
A215	0.0777
A216	0.0777
A217	0.0777
A221	0.0777
A222	0.0777
A223	0.0777
A224	0.1056
A225	0.1056
A226	0.0777
A227	0.1056
A228	0.1056
A229	0.1056
A230	0.0794
A231	0.0794
A232	0.0777
A233	0.0777

## WATERGATE CONDOMINIUMS

## EXHIBIT "C"

PAGE 2

UNIT #	PERCENT OF ASSESSMENT
A234	0.0759
A235	0.0663
A236	0.0663
A237	0.0759
A238	0.0777
A239	0.0663
A240	0.0663
A241	0.1056
A242	0.0794
A243	0.0794
A251	0.0794
A252	0.0794
A253	0.0759
A254	0.0759
A255	0.0777
A256	0.0777
A257	0.0777
A258	0.0777
A259	0.0777
A260	0.0663
A261	0.0663
A262	0.0759
A263	0.0777
A264	0.0777
A271	0.1056
A272	0.1056
A273	0.0663
A274	0.0777
A275	0.0777
A276	0.0777
A277	0.0777
A278	0.0777
A279	0.0777
A280	0.0777
A281	0.0777
A282	0.0794
A283	0.0794
A284	0.0759
A285	0.0663
A286	0.0663
A287	0.0759
A288	0.0794
A289	0.0794
A290	0.0794
A291	0.0794
A301	0.0777
A302	0.0663
A303	0.0663
A304	0.0777
A305	0.0759
A306	0.0663

WATERGATE CONDOMINIUMS

EXHIBIT "C"

PAGE 3

UNIT #	PERCENT OF ASSESSMENT
A307	0.0663
A308	0.0759
A309	0.1056
A310	0.1056
A311	0.1056
A312	0.0777
A313	0.1056
A314	0.0777
A315	0.0777
A316	0.0777
A317	0.0777
A321	0.0777
A322	0.0777
A323	0.0777
A324	0.1798
A327	0.1056
A328	0.1056
A329	0.1056
A330	0.0794
A331	0.0794
A332	0.0759
A333	0.0777
A334	0.0777
A335	0.0777
A336	0.0759
A337	0.0663
A338	0.0663
A339	0.0759
A340	0.0777
A341	0.0663
A342	0.0663
A343	0.1056
A344	0.0794
A345	0.0794
A351	0.0777
A352	0.0794
A353	0.0794
A354	0.0759
A355	0.0759
A356	0.0777
A357	0.0777
A358	0.0777
A359	0.0777
A360	0.0777
A361	0.0663
A362	0.0663
A363	0.0759
A364	0.0777
A365	0.0777
A366	0.1056
A371	0.1056

WATERGATE CONDOMINIUMS

EXHIBIT "C"

UNIT #	PERCENT OF ASSESSMENT
A372	0.1056
A373	0.0663
A374	0.0777
A375	0.0777
A376	0.0777
A377	0.0777
A378	0.0777
A379	0.0777
A380	0.0777
A381	0.0777
A382	0.0794
A383	0.0794
A384	0.0759
A385	0.0663
A386	0.0663
A387	0.0759
A388	0.0794
A389	0.0794
A390	0.0794
A391	0.0794
A401	0.0777
A402	0.0663
A403	0.0663
A404	0.0777
A405	0.1283
A421	0.1283
A422	0.0777
A423	0.0663
A424	0.0663
A425	0.1056
A426	0.0794
A427	0.0794
A451	0.0777
A452	0.0794
A453	0.0794
A454	0.0759
A455	0.0759
A456	0.0777
A457	0.0777
A458	0.0777
A459	0.0777
A460	0.0777
A461	0.0663
A462	0.0663
A463	0.0759
A464	0.0777
A465	0.0777
A466	0.1056
A471	0.1056
A472	0.1056
A473	0.0663



WATERGATE CONDOMINIUMS

EXHIBIT "C"

PAGE 5

UNIT #	PERCENT OF ASSESSMENT	
A474	0.0777	
A475	0.0777	
A476	0.0777	
A477	0.0777	
A478	0.0777	
A479	0.0777	
A480	0.0777	
A481	0.0777	
A482	0.1283	
A483	0.1283	
A484	0.0777	
A485	0.0777	
A486	0.0777	
A487	0.0777	
A488	0.0777	
A489	0.0794	
A490	0.0759	
A491	0.0663	
A492	0.0663	
A493	0.0759	
A494	0.0794	
A495	0.0794	
A496	0.0794	
A497	0.0794	
A551	0.0777	
A552	0.1056	
		Bldg. "A" sum of assessment percentages: 18.8138351
B151	0.0777	
B152	0.0777	
B153	0.0777	
B154	0.0663	
B155	0.0794	
B156	0.1056	
B157	0.1056	
B158	0.1056	
B159	0.1056	
B160	0.0777	
B171	0.0777	
B172	0.0794	
B173	0.0794	
B174	0.1056	
B175	0.1056	
B176	0.0794	
B177	0.0794	
B201	0.1056	
B202	0.1056	
B203	0.0663	
B204	0.0777	
B205	0.0777	
B206	0.0777	
B207	0.0777	
B208	0.1056	

WATERGATE CONDOMINIUMS

EXHIBIT "C"

UNIT #	PERCENT OF ASSESSMENT
B209	0.1056
B210	0.0794
B211	0.0794
B212	0.0794
B213	0.0794
B221	0.0794
B222	0.0794
B223	0.0794
B224	0.0794
B225	0.1056
B226	0.0777
B227	0.0794
B228	0.0794
B229	0.0777
B230	0.0777
B231	0.0777
B232	0.0777
B233	0.0777
B234	0.0777
B235	0.0777
B236	0.0777
B237	0.0663
B238	0.1056
B239	0.1056
B251	0.0777
B252	0.0777
B253	0.0777
B254	0.0663
B255	0.0794
B256	0.1056
B257	0.1056
B258	0.1300
B259	0.0759
B260	0.1056
B261	0.1056
B262	0.1056
B263	0.0777
B264	0.0663
B265	0.0663
B266	0.1056
B271	0.0794
B272	0.0794
B273	0.1056
B274	0.0663
B275	0.0663
B276	0.0777
B277	0.1056
B278	0.1056
B279	0.0777
B280	0.0777
B281	0.0794

WATERGATE CONDOMINIUMS

EXHIBIT "C"

PAGE 7

UNIT #	PERCENT OF ASSESSMENT
B282	0.0794
B283	0.1056
B284	0.1056
B285	0.0794
B286	0.0794
B287	0.0777
B301	0.1056
B302	0.1056
B303	0.0663
B304	0.0777
B305	0.0777
B306	0.0777
B307	0.0777
B308	0.1056
B309	0.1056
B310	0.0794
B311	0.0794
B312	0.0794
B313	0.0794
B321	0.0794
B322	0.0794
B323	0.0794
B324	0.0794
B325	0.1056
B326	0.1056
B327	0.0794
B328	0.0794
B329	0.0777
B330	0.0777
B331	0.0777
B332	0.0777
B333	0.0777
B334	0.0777
B335	0.0777
B336	0.0777
B337	0.0663
B338	0.1056
B339	0.1056
B351	0.0794
B352	0.0777
B353	0.0777
B354	0.0663
B355	0.0794
B356	0.1056
B357	0.1056
B358	0.1056
B359	0.1056
B360	0.1056
B361	0.1056
B362	0.1056
B363	0.0777

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 8

UNIT #	PERCENT OF ASSESSMENT
B364	0.0663
B365	0.0663
B366	0.1056
B367	0.0777
B368	0.0759
B369	0.1056
B371	0.0794
B372	0.0794
B373	0.1056
B374	0.0663
B375	0.0663
B376	0.0777
B377	0.1056
B378	0.1056
B379	0.0777
B380	0.0777
B381	0.0777
B382	0.0777
B383	0.0777
B384	0.0794
B385	0.1056
B386	0.1056
B387	0.0794
B388	0.0794
B389	0.0777
B401	0.1056
B402	0.1056
B403	0.0663
B404	0.0777
B405	0.0777
B406	0.0777
B407	0.0777
B408	0.1056
B409	0.1056
B410	0.0794
B411	0.0794
B412	0.0794
B413	0.0794
B421	0.0794
B422	0.0794
B423	0.0794
B424	0.0794
B425	0.1056
B426	0.1056
B427	0.0794
B428	0.0794
B429	0.0777
B430	0.0777
B431	0.0777
B432	0.0777
B433	0.1283

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 9

UNIT #	PERCENT OF ASSESSMENT	
B434	0.1283	
B435	0.0777	
B436	0.0777	
B437	0.0777	
B438	0.0777	
B439	0.0777	
B440	0.0777	
B441	0.0777	
B442	0.0777	
B443	0.0663	
B444	0.1056	
B445	0.1056	
B451	0.1283	
B452	0.0777	
B453	0.0663	
B454	0.0663	
B455	0.1056	
B456	0.0777	
B457	0.0759	
B458	0.1056	
B471	0.0794	
B472	0.0794	
B473	0.1056	
B474	0.0663	
B475	0.0663	
B476	0.0794	
B477	0.1283	
B551	0.0777	
B552	0.0759	Bldg. "B" sum of assessment
B553	0.1056	percentages: 17.8569439
C201	0.0794	
C202	0.0794	
C203	0.0759	
C204	0.0759	
C205	0.0777	
C206	0.0759	
C207	0.0663	
C208	0.0663	
C209	0.0759	
C210	0.0663	
C211	0.0663	
C212	0.0794	
C213	0.0794	
C214	0.0759	
C215	0.0663	
C216	0.0663	
C226	0.0759	
C227	0.0663	
C228	0.0663	
C229	0.0759	
C230	0.0777	

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 10

UNIT #	PERCENT OF ASSESSMENT
C231	0.0663
C232	0.0759
C233	0.1056
C234	0.1056
C235	0.1056
C236	0.1056
C237	0.0777
C238	0.0794
C239	0.0759
C240	0.0663
C241	0.0663
C242	0.0759
C243	0.1056
C244	0.1056
C251	0.0777
C252	0.1056
C253	0.1056
C254	0.0759
C255	0.0663
C256	0.0777
C257	0.0777
C258	0.0777
C259	0.0777
C260	0.0777
C261	0.0777
C262	0.0759
C263	0.0663
C264	0.0777
C301	0.1056
C302	0.0759
C303	0.0759
C304	0.0777
C305	0.0794
C306	0.0794
C307	0.0759
C308	0.0759
C309	0.0777
C310	0.0759
C311	0.0663
C312	0.0663
C313	0.0759
C314	0.0663
C315	0.0663
C316	0.0794
C317	0.0794
C318	0.0759
C319	0.0663
C320	0.0663
C326	0.0759
C327	0.0663
C328	0.0663

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 11

UNIT #	PERCENT OF ASSESSMENT
C329	0.0759
C330	0.0777
C331	0.0663
C332	0.0759
C333	0.1056
C334	0.1056
C335	0.1056
C336	0.1056
C337	0.0794
C338	0.0794
C339	0.0759
C340	0.0663
C341	0.0663
C342	0.0759
C343	0.1056
C344	0.1056
C345	0.0777
C346	0.0759
C347	0.0759
C349	0.0759
C350	0.1056
C351	0.0777
C352	0.1056
C353	0.1056
C354	0.0759
C355	0.0663
C356	0.0777
C357	0.0777
C358	0.0777
C359	0.0777
C360	0.0777
C361	0.0777
C362	0.0759
C363	0.0663
C364	0.0777
C401	0.1056
C402	0.0759
C403	0.0759
C404	0.0777
C405	0.0794
C406	0.0794
C407	0.0759
C408	0.0759
C409	0.0777
C410	0.0759
C411	0.0663
C412	0.0663
C413	0.0759
C414	0.0663
C415	0.0663
C416	0.0794

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

UNIT #	PERCENT OF ASSESSMENT	
C417	0.0794	
C418	0.0759	
C419	0.0663	
C420	0.0663	
C426	0.0759	
C427	0.0663	
C428	0.0663	
C429	0.0759	
C430	0.0777	
C431	0.0663	
C432	0.0759	
C433	0.1056	
C434	0.1056	
C435	0.1056	
C436	0.1056	
C437	0.0794	
C438	0.0794	
C439	0.0759	
C440	0.0663	
C441	0.0663	
C442	0.0759	
C443	0.1056	
C444	0.1056	
C445	0.0777	
C446	0.0759	
C447	0.0759	
C449	0.0759	
C450	0.1056	
C451	0.0777	
C452	0.1056	
C453	0.1056	
C454	0.0759	
C455	0.0663	
C456	0.0777	
C457	0.0777	
C458	0.0777	
C459	0.0777	
C460	0.0777	
C461	0.0777	
C462	0.0759	
C463	0.0663	
C464	0.0777	
C501	0.1056	
C502	0.0759	
C503	0.0759	
C504	0.0777	
C526	0.0777	
C527	0.0759	
C528	0.0759	
C530	0.0759	
C531	0.1056	
"C"	0.2958	Bldg. "C" sum of assessment
"X"	0.1492	percentages: 13.8582750



WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 13

UNIT #	PERCENT OF ASSESSMENT
D151	0.0777
D152	0.0777
D153	0.0777
D154	0.0663
D155	0.0794
D156	0.1056
D157	0.1056
D158	0.1056
D159	0.1056
D160	0.0777
D171	0.0777
D172	0.0794
D173	0.0794
D174	0.1056
D175	0.1056
D176	0.0794
D177	0.0794
D201	0.1056
D202	0.1056
D203	0.0663
D204	0.0777
D205	0.0777
D206	0.0777
D207	0.0777
D208	0.1056
D209	0.1056
D210	0.0794
D211	0.0794
D212	0.0794
D213	0.0794
D221	0.1056
D222	0.1056
D223	0.1056
D224	0.0777
D225	0.0794
D226	0.0794
D227	0.0777
D228	0.0777
D229	0.0777
D230	0.0777
D231	0.0777
D232	0.0777
D233	0.0777
D234	0.0777
D235	0.0663
D236	0.0777
D237	0.0777
D251	0.0777
D252	0.0777
D253	0.0777
D254	0.0663

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 14

UNIT #	PERCENT OF ASSESSMENT
D255	0.0794
D256	0.1056
D257	0.1056
D258	0.1056
D259	0.1056
D260	0.1056
D261	0.1056
D262	0.1056
D263	0.0777
D264	0.0663
D265	0.0663
D266	0.1056
D267	0.0794
D268	0.0794
D271	0.0777
D272	0.0663
D273	0.0759
D274	0.0663
D275	0.0663
D276	0.0777
D277	0.1056
D278	0.1056
D279	0.0777
D280	0.0777
D281	0.0794
D282	0.0794
D283	0.1056
D284	0.1056
D285	0.0794
D286	0.0794
D287	0.0777
D301	0.1056
D302	0.1056
D303	0.0663
D304	0.0777
D305	0.0777
D306	0.0777
D307	0.0777
D308	0.1056
D309	0.1056
D310	0.0794
D311	0.0794
D312	0.0794
D313	0.0794
D321	0.1056
D322	0.0759
D323	0.0759
D324	0.0777
D325	0.1056
D326	0.1056
D327	0.1056

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 15

UNIT #	PERCENT OF ASSESSMENT
D328	0.1056
D329	0.0794
D330	0.0794
D331	0.0777
D332	0.0777
D333	0.0777
D334	0.0777
D335	0.0777
D336	0.0777
D337	0.0777
D338	0.0777
D339	0.0663
D340	0.0777
D341	0.0777
D351	0.0777
D352	0.0777
D353	0.0777
D354	0.0663
D355	0.0794
D356	0.1056
D357	0.1056
D358	0.1056
D359	0.1056
D360	0.1056
D361	0.1056
D362	0.1056
D363	0.0777
D364	0.0663
D365	0.0663
D366	0.1056
D367	0.0794
D368	0.0794
D371	0.0777
D372	0.0663
D373	0.0759
D374	0.0663
D375	0.0663
D376	0.0777
D377	0.1056
D378	0.1056
D379	0.0777
D380	0.0777
D381	0.0777
D382	0.0777
D383	0.0794
D384	0.0794
D385	0.1056
D386	0.1056
D387	0.0794
D388	0.0794
D389	0.0777

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

UNIT #	PERCENT OF ASSESSMENT
D401	0.1056
D402	0.1056
D403	0.0663
D404	0.0777
D405	0.0777
D406	0.0777
D407	0.0777
D408	0.1056
D409	0.1056
D410	0.0794
D411	0.0794
D412	0.0794
D413	0.0794
D421	0.1056
D422	0.0759
D423	0.0759
D424	0.0777
D425	0.1056
D426	0.1056
D427	0.1056
D428	0.1056
D429	0.0794
D430	0.0794
D431	0.0777
D432	0.0777
D433	0.0777
D434	0.0777
D435	0.1283
D436	0.1283
D437	0.0777
D438	0.0777
D439	0.0777
D440	0.0777
D441	0.0777
D442	0.0777
D443	0.0777
D444	0.0777
D445	0.0663
D446	0.0777
D447	0.0777
D451	0.1283
D452	0.0777
D453	0.0663
D454	0.0663
D455	0.1056
D456	0.0794
D457	0.0794
D471	0.0777
D472	0.0663
D473	0.0759
D474	0.0663

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 17

UNIT #	PERCENT OF ASSESSMENT	
D475	0.0663	
D476	0.0777	
D477	0.1283	
D521	0.1056	
D522	0.0759	
D523	0.0759	
D524	0.0777	Bldg. "D" sum of assessment percentages: 17.9704434
E201	0.0794	
E202	0.0794	
E203	0.0794	
E204	0.0794	
E205	0.0759	
E206	0.0759	
E207	0.0777	
E208	0.0759	
E209	0.0663	
E210	0.0663	
E211	0.0759	
E212	0.0663	
E213	0.0663	
E214	0.0794	
E215	0.0794	
E216	0.0759	
E217	0.1056	
E226	0.0663	
E227	0.0759	
E228	0.0663	
E229	0.0663	
E230	0.0759	
E231	0.0777	
E232	0.0663	
E233	0.0759	
E234	0.1056	
E235	0.1056	
E236	0.1056	
E237	0.1056	
E238	0.0794	
E239	0.0794	
E240	0.0759	
E241	0.0663	
E242	0.0663	
E243	0.0759	
E244	0.0794	
E245	0.0794	
E246	0.0777	
E247	0.0777	
E251	0.1056	
E252	0.0794	
E253	0.0777	
E254	0.0759	
E255	0.0777	

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 18

UNIT #	PERCENT OF ASSESSMENT
E256	0.0777
E257	0.0777
E258	0.0663
E259	0.0759
E260	0.0759
E261	0.0777
E301	0.0794
E302	0.0794
E303	0.0794
E304	0.0794
E305	0.0759
E306	0.0759
E307	0.0777
E308	0.0759
E309	0.0663
E310	0.0663
E311	0.0759
E312	0.0663
E313	0.0663
E314	0.0794
E315	0.0794
E316	0.0759
E317	0.1056
E326	0.0663
E327	0.0759
E328	0.0663
E329	0.0663
E330	0.0759
E331	0.0777
E332	0.0663
E333	0.0759
E334	0.1056
E335	0.1056
E336	0.1056
E337	0.1056
E338	0.0794
E339	0.0794
E340	0.0759
E341	0.0663
E342	0.0663
E343	0.0759
E344	0.0794
E345	0.0794
E346	0.0777
E347	0.0777
E351	0.1056
E352	0.0794
E353	0.0777
E354	0.0759
E355	0.0777
E356	0.0777

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 19

UNIT #	PERCENT OF ASSESSMENT
E357	0.0777
E358	0.0663
E359	0.0759
E360	0.0759
E361	0.0777
E362	0.0777
E363	0.0759
E364	0.1056
E401	0.0794
E402	0.0794
E403	0.0794
E404	0.0794
E405	0.0759
E406	0.0759
E407	0.0777
E408	0.0759
E409	0.0663
E410	0.0663
E411	0.0759
E412	0.0663
E413	0.0663
E414	0.0794
E415	0.0794
E416	0.0759
E417	0.1056
E426	0.0663
E427	0.0759
E428	0.0663
E429	0.0663
E430	0.0759
E431	0.0777
E432	0.0663
E433	0.0759
E434	0.1056
E435	0.1056
E436	0.1056
E437	0.1056
E438	0.0794
E439	0.0794
E440	0.0759
E441	0.0663
E442	0.0663
E443	0.0759
E444	0.0794
E445	0.0794
E446	0.0777
E447	0.0777
E451	0.1056
E452	0.0794
E453	0.0777
E454	0.0777

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

UNIT #	PERCENT OF ASSESSMENT	
E455	0.0777	
E456	0.0777	
E457	0.0777	
E458	0.0663	
E459	0.0759	
E460	0.0759	
E461	0.0777	
E462	0.0777	
E463	0.0759	
E464	0.1056	
E551	0.0777	
E552	0.0759	Bldg. "E" sum of assessment
E553	0.1056	percentages: 12.5512871
F201	0.0777	
F202	0.0777	
F203	0.0663	
F204	0.0663	
F205	0.0663	
F206	0.0663	
F207	0.0663	
F208	0.0663	
F209	0.0663	
F210	0.0759	
F211	0.0663	
F212	0.0663	
F213	0.0759	
F214	0.0759	
F215	0.0663	
F216	0.0663	
F217	0.0759	
F218	0.0777	
F219	0.0777	
F221	0.0777	
F222	0.0794	
F223	0.0759	
F224	0.0663	
F225	0.0663	
F226	0.0759	
F227	0.0794	
F228	0.0794	
F229	0.0663	
F230	0.0663	
F231	0.0759	
F232	0.0663	
F233	0.0663	
F234	0.0759	
F235	0.0663	
F236	0.0663	
F237	0.0663	
F238	0.0663	
F239	0.0663	



WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 21

UNIT #	PERCENT OF ASSESSMENT
F240	0.0663
F241	0.0759
F242	0.0777
F243	0.0777
F251	0.0777
F252	0.0663
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F256	0.0794
F257	0.0777
F258	0.0759
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F267	0.0759
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F269	0.0663
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F271	0.0777
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F292	0.0759
F293	0.0663
F294	0.0663
F295	0.0759
F296	0.0794
F297	0.0794
F301	0.0777
F302	0.0777
F303	0.0663

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 22

UNIT #	PERCENT OF ASSESSMENT
F304	0.0663
F305	0.0663
F306	0.0663
F307	0.0663
F308	0.0663
F309	0.0663
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F357	0.0777
F358	0.0759
F359	0.0759
F360	0.0759

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

PAGE 23

UNIT #	PERCENT OF ASSESSMENT
F361	0.0663
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F413	0.0759
F414	0.0759
F415	0.0663

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

UNIT #	PERCENT OF ASSESSMENT
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F472	0.0777

WATERGATE CONDOMINIUMS  
EXHIBIT "C"

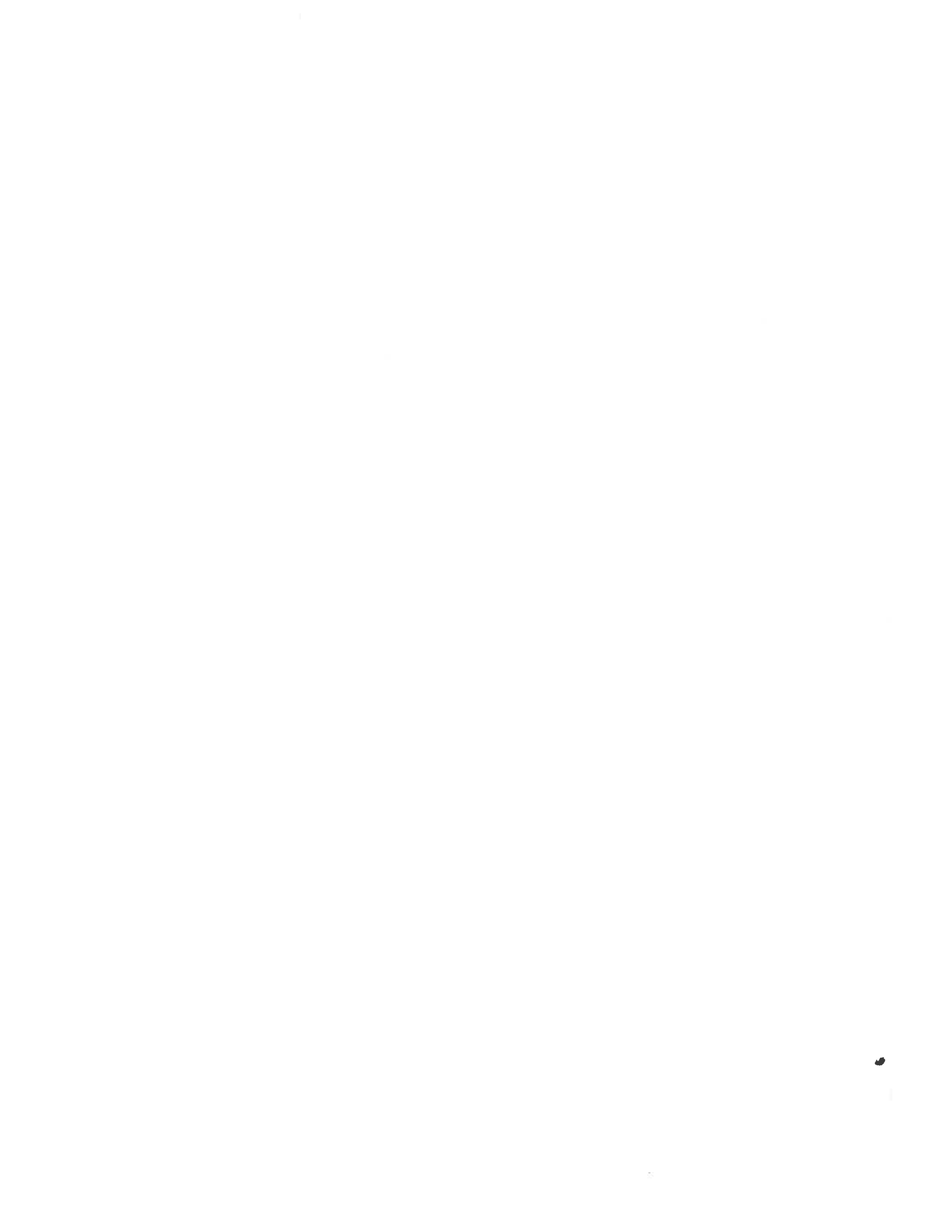
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UNIT #	PERCENT OF ASSESSMENT	
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F485	0.0759	
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F487	0.0663	
F488	0.0663	
F489	0.0663	
F490	0.0663	
F491	0.0663	
F492	0.0794	
F493	0.0794	
F494	0.0759	
F495	0.0663	
F496	0.0663	
F497	0.0759	
F498	0.0794	Bldg. "F" sum of assessment
F499	0.0794	percentages: 18.9492155
		Total 100.000000

**SECOND AMENDED BY-LAWS**

**OF**

**WATERGATE COMMUNITY ASSOCIATION**



**WATERGATE COMMUNITY ASSOCIATION**

**SECOND AMENDED BY-LAWS**

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**SECOND AMENDED BY-LAWS  
OF  
WATERGATE COMMUNITY ASSOCIATION**

**ARTICLE 1  
NAME AND LOCATION**

The name of this non-profit Mutual Benefit Corporation is WATERGATE COMMUNITY ASSOCIATION (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 8 Captain Drive, City of Emeryville, County of Alameda, State of California.

**ARTICLE 2  
DEFINITIONS**

**2.1 Declaration of Covenants, Conditions and Restrictions.** Terms used herein and not elsewhere defined shall have the meaning set forth in Article 1 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Regarding a Plan of Condominium Ownership, the "Declaration," recorded in the office of the Recorder of the County of Alameda, State of California, and any amendments or supplements recorded or to be recorded pursuant thereto, applicable to the condominium project commonly known and referred to as WATERGATE COMMUNITY ASSOCIATION.

**2.2 Other Definitions.**

a. "Articles" shall mean the Articles of Incorporation of WATERGATE COMMUNITY ASSOCIATION which are or shall be filed in the Office of the Secretary of State of California and amendments thereto.

b. "Board" shall mean the Board of Directors of WATERGATE COMMUNITY ASSOCIATION.

c. "By-Laws" shall mean the By-Laws of the Association which are or shall be adopted by the Board.

### ARTICLE 3 MEETINGS OF MEMBERS

**3.1 Annual Meetings.** The annual meeting of the Members shall be held within two (2) weeks before or after November 15. Such annual meeting shall take place at 7:00 p.m. in the Community Common Area or as close thereto as possible. Unless unusual conditions exist, the annual meetings shall not be held outside Alameda County.

**3.2 Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board. A special meeting of the Members of the Association shall be promptly called by the President, or if the President refuses, by any Member of the Board upon:

a. The vote for such a special meeting by the majority of a quorum of the Board; or

b. Receipt by the Board of a written request for such a special meeting signed by Members representing not less than five percent (5%) of the Members of the Association.

**3.3 Notice of Meetings.** Written notice of Members' meetings, annual or special, shall be given either by or at the direction of the Secretary or person authorized to call the meeting, and shall be transmitted to each Member entitled to vote thereat by mail not less than ten (10) days nor more than sixty (60) days prior to the date of such meeting. The notice shall set forth the place, date and hour of the meeting and specify the matters the Board intends to present for action by the Members, but except as otherwise provided by law, any proper matter may be presented at the meeting for action. Each Member shall, together with the notice of the Annual Meeting (or Special Meeting if action is to be taken) be provided with a written ballot and a proxy by which the Member may designate the President of the Association or any other person of the

Member's choice to vote on behalf of the Member on matters which may come before the membership meeting. The notice, ballot, and proxy shall be addressed to the Members at their addresses last appearing on the books of the Association, or supplied by the Members to the Association for the purpose of notice. Notice may be delivered either personally or by mail. Mailed notices shall be deemed delivered forty-eight (48) hours after same are mailed by first class mail, postage pre-paid. **Notice of a meeting to be called at the request of Members must be given within twenty (20) days after the receipt of such request.** Special Meetings shall be held at the Community Common Area or as close thereto as possible. Unless unusual conditions exist, Special Meetings shall not be held outside of Alameda County.

**3.4 Quorum.** The presence at any meeting, in person, by absentee ballot, or by proxy, of at least one third (1/3) of the total voting power of the Association shall constitute a Quorum for any action except as otherwise provided herein or in the Revised Declaration. If any meeting cannot be held because a Quorum is not present, Members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting without notice other than announcement at the meeting of the time and place of the adjourned meeting, to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At any such adjourned meeting, the Quorum requirement shall be at least twenty-five percent (25%) of the total voting power of the Association. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting, or if a new date is fixed for the adjourned meeting after the adjournment of the original meeting, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for Annual Meetings. A meeting may only be reconvened once. Thereafter a new meeting must be called and the original quorum requirements shall be applicable.

**3.5 Proxies.** At the meeting of Members, each Member may vote in person, by proxy, or by absentee ballot. All proxies shall be in writing, dated, signed by the Members and filed with the Secretary. No proxy shall be valid for more than eleven (11) months from the date of its execution unless otherwise specifically provided for in the proxy but in no event shall it be valid more than two (2) years from the date of its execution. Any proxy issued hereunder shall be revocable by the Member executing

such proxy at any time prior to the vote pursuant thereto, by (1) delivery to the Secretary of a written notice of revocation; or (2) as to any meeting, by attendance at such meeting, and voting in person by the Member executing the proxy. A proxy shall be deemed revoked when the Secretary receives actual notice of the death or judicially declared incompetence of the issuing Member, or upon termination of such Member's status as an Owner as provided in Section 3.7.1.

**3.6 Parliamentary Procedure.** All questions of parliamentary procedure shall be decided in accordance with Robert's Rules of Order.

**3.7 Voting.**

**3.7.1 Membership.** The Owner of a Unit shall automatically, upon becoming an Owner of the same, be a Member of the Association, and shall remain a Member thereof until such time as his or her Ownership ceases for any reason. Membership shall be appurtenant to and may not be separated from Ownership of the Unit. Membership shall be held in accordance with the Articles and By-Laws of the Association.

**3.7.2 Voting Rights.** The Members shall be entitled to cast one vote for each Unit owned provided that when more than one person owns an interest in a Unit, the vote for such Unit shall be cast as a whole (a) as a majority of the co-Owners of such Unit agree (in the absence of which agreement no vote shall be cast for such Unit on the particular matter upon which they cannot agree) or (b) by one of the Owners of such Unit designated by the Record Owners of the Unit by written notice to the Board as the Voting Member for such Unit. Such designation shall be revocable at any time by actual notice to the Board given by any of the Unit Owners of record or by the death or judicially declared incompetency of any record Unit Owner. The power to designate a Voting Member or to revoke such designation may be exercised by a Unit Owner's conservator, by the guardian of such Owner's estate, by the parent(s) or legal guardian of such Owner in the case of an Owner who is a minor or, during the administration of an Owner's estate, by the executor or administrator of a deceased record Owner where such deceased Owner's interest in the Unit is subject to estate administration.

**3.7.3 Eligibility to Vote.** Only Members in good standing shall be entitled to vote on any issue or matter presented to the Members for approval. In order

to be in good standing, a Member must not be delinquent in the payment of any assessment levied against the Member's Unit, or any monthly assessment, and must not be subject to any suspension of voting privileges as a result of any disciplinary proceeding conducted in accordance with the Declaration. A Member's good standing shall be determined as of the record date, which date shall be ascertained as follows:

**3.7.3.1** The record date for determining those Members entitled to vote at a meeting of Members shall be the day of the meeting, or in the case of an adjourned meeting, the day of the adjourned meeting.

**3.7.3.2** The record date for determining those Members entitled to vote by written ballot on proposed Association actions without a meeting when no prior action by the Board has been taken shall be the day on which the first written ballot is mailed or solicited. When prior action of the Board has been taken, it shall be the day on which the Board adopts the resolution relating to that action.

**3.7.4 Voting Procedures.** All materials sent to Owners regarding an upcoming meeting for election of candidates or vote on issues shall include the following information regarding voting procedures: (1) Owners may vote in one of three ways: in person, by absentee ballot or by proxy. (2) An Owner may submit an absentee ballot or give a proxy for quorum purposes only, or also to vote. (3) To vote, an Owner may either fill out his own absentee ballot or give a proxy, instructing the proxy-holder to either vote in accordance with the Owner's instructions or vote as the proxy-holder chooses. (4) Absentee ballots and proxies shall list all announced candidates and issues and shall provide space for designating write-in candidates. (5) All absentee ballots and proxies must be signed and dated. (6) An Owner may submit either an absentee ballot or a proxy, but not both. (7) A proxy will be invalidated by submission of an absentee ballot or a later-dated proxy, or by a vote in person. (8) An absentee ballot, whenever submitted, is a final vote. (9) An absentee ballot may be submitted by facsimile.

**3.7.5 Required Vote of Members.** Except as provided elsewhere in these By-Laws or in the Declaration, all matters to be decided by the Members shall require the affirmative vote of at least fifty percent (50%) of the voting power of the



Association represented at a duly held meeting at which a Quorum, including proxies and absentee ballots, is present.

**3.8 Action Without Meeting.** Any action, other than the election of Directors, which may be taken at a meeting of the Members may be taken without a meeting if done by written ballot in compliance with the procedures specified in Section 7513 of the California Corporations Code.

## **ARTICLE 4 BOARD OF DIRECTORS**

**4.1 Governing Body.** The affairs of the Association shall be managed by the Board of Directors.

**4.2 Numbers.** The Board shall consist of seven (7) Directors, who shall serve in that capacity without compensation, provided, however, any Director may be reimbursed for actual out-of-pocket expenses incurred by such Director in the performance of his duties as a Director. All Directors must be Owners of Condominiums in the Project.

**4.3 Qualifications.** Each Director must be an Owner who is not delinquent in the payment of any assessment levied against the Owner's Unit or any monthly assessment or fine. If any Director ceases to be an Owner, membership on the Board shall terminate immediately. In the event the Owner is a corporation or trust, the president of the corporation or the trustee of the trust may designate the person who will be eligible to serve as Director. Directors cannot have been convicted of a felony. They must be willing to do the following:

- a. fulfill the requirements of California laws regarding common interest developments;
- b. fulfill the requirements and enforce the Articles of Incorporation, the By-Laws and the Declaration of Covenants, Conditions and Restrictions of the Association, as amended from time to time, and the duly adopted rules of the Association;
- c. cooperate with the other Directors in a respectful manner in making decisions and resolving disputes.

**4.4 Term of Office.** So as to provide continuity on the Board, there shall be staggered terms of Board Members. Each Director shall serve for two years, four Directors being elected in one given year and three Directors being elected the next year. Their respective successors shall be elected for a term of two (2) years.

**4.5 Nomination.** Nomination for election to the Board shall be made by the Board or any Member. Nominations may be made in writing or orally at any time prior to the closing of nominations at any meeting at which an election is to be held. A reasonable time to allow for nominations from the floor shall be provided at any such meeting.

**4.6 Election.** Election of Directors shall be by secret written ballot, **one vote per Unit per Board vacancy** on forms prepared by the Association and validated by the Secretary or other Board designee who shall serve as the election officer. The candidates receiving the highest number of votes for the number of Board Members to be elected shall be deemed elected. The candidates so elected shall take office at the end of the annual meeting in respect of which the notice of their election is mailed.

**4.7 Resignation.** A Director may resign at any time, effective upon giving written notice to the President or to the Secretary or to the Board, unless the notice specifies a later time for the resignation of a Director to be effective. If the resignation of a Director is effective at a future time, the Board may elect a successor to take office when the resignation becomes effective.

**4.8 Removals.**

**4.8.1 Removal by Membership.** A Director may be removed from office prior to expiration of his or her term only by the affirmative vote of a majority of the voting power of the Members represented and voting at a duly held meeting at which a quorum, including proxies and absentee ballots, is present.

**4.8.2 Removal by Board.** The Board shall have the power and authority to remove a Director and declare his or her office vacant if he or she

- a. has been declared of unsound mind by a final order of court; or
- b. has been convicted of a felony; or

c. has been found by a final order or judgment of any court to have breached any duty under Corporations Code Sections 7233-7236 (relating to the standards of conduct of directors); or

d. has unexcused absence from three regularly scheduled meetings of the Board during the same year.

The Board, by a majority vote of Directors who meet all the required qualifications to be a Director, may declare vacant the office of any Director who fails or ceases to meet any required qualification of Directors that was in effect at the beginning of that Director's current term of office.

**4.9 Vacancies.** A vacancy on the Board shall be deemed to exist in any of the following events:

a. Death, resignation or removal of a Director;

b. The Board, by resolution, declares vacant the office of a Director who has been judicially declared insane or incompetent or who has been convicted of a felony, or who has been found to have breached any duty as provided in Section 4.8.2 c.;

c. The Board, by resolution, declares vacant the office of a Director who has unexcused absences from three regularly scheduled meetings of the Board during the same year;

d. A Director has ceased to be an Owner;

e. The authorized number of Directors is increased; or

f. The Members fail, in connection with the annual meeting, to elect the full number of Directors to be voted for.

No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.

Vacancies on the Board may be filled by a majority of the remaining Directors, though less than a quorum.

**4.10 Regular Meetings.** Regular open meetings of the Board shall be held at intervals of not greater than sixty (60) days at such place within the project and at such hour as may be fixed from time to time by resolution of the Board. If the time, date and place of regular Board Meetings is not fixed by Board Resolution, notice must be given

to Directors no less than four days prior to the meeting by first-class mail or forty-eight (48) hours prior to the meeting if delivered personally, by telephone, telegraph or facsimile transmission.

**4.11 Special Meetings.** Special open meetings of the Board shall be held when called by the President, or by any two (2) Directors upon not less than four (4) days prior written notice of each Director by first class mail or forty-eight (48) hours notice given personally or by telephone, telegraph or facsimile transmission. Such notice shall specify the time, place and subject matter of the meeting. No matters other than those specified in the notice may be discussed or voted upon at such special meeting. The forty-eight (48) hours notice requirement shall not apply if the meeting is called to discuss an emergency that could not reasonably have been foreseen by the Board and that requires immediate Board action.

**4.12 Working Sessions.** The Board may hold open, informal working sessions at which a quorum need not be present. However, the Board shall not take official actions at such working sessions.

**4.13 Executive Sessions.** With the approval of a quorum of the Board, the Board may adjourn a meeting and reconvene in executive session to consider litigation, matters relating to the formation of contracts with third parties, Member discipline or personnel matters and orders of business of a similar or otherwise sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session. Upon request of a Member being disciplined, the Board shall meet in executive session and the Member shall be entitled to attend that portion of the executive session addressing the disciplinary action. Executive sessions shall not be open to Members, except to those Members who are the subject of proposed disciplinary action.

**4.14 Quorum.** A majority of the authorized number of Directors shall constitute a quorum for the transaction of business at a meeting of the Board. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**4.15 Participation in Meetings by Conference Telephone.** Members of the Board may participate in any meeting, regular or special, through use of a conference

telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all Directors so participating shall be deemed to be present in person at the meeting.

**4.16 Phone Polls.** In emergency situations or when time is of the essence, the Board may poll Directors by telephone. All such telephonic votes shall be followed up in writing at a regular or special meeting, and such writing shall be filed with the minutes of the proceedings of the Board.

**4.17 Waiver of Notice.** The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after regular call and notice if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding such meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting.

All such waivers, consents or approvals shall be filed with the corporate records or be made a part of the minutes of the meeting. Notice of a meeting shall also be deemed waived by any Director who attends the meeting without protesting, before or at its commencement, the lack of notice to the Director.

**4.18 Adjournment; Notice.** A majority of the Directors present at any Directors' meeting, either regular or special, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 4.10 above, to the Directors who were not present at the time of the adjournment.

**4.19 Action without a Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

**4.20 Notice to and Attendance by Members.** Notice to Members of the time and place of each regular or special meeting of the Board shall be posted at a

prominent place or places within the Community Common Area at least four (4) but not more than fifteen (15) days prior to a Regular Meeting and at least forty-eight (48) hours prior to any Special Meeting. Regular and special meetings of the Board shall be open to all Members of the Association except for that portion of meetings of the Board held in executive session for the reasons specified in Section 4.13 above. A reasonable time limit for all Members of the Association to speak to the Board shall be established by the Board.

**4.21 Emergency Meetings.** An emergency meeting of the Board may be called by the President, or by any two Directors other than the President, if there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Board and which of necessity make it impracticable to provide notice as required by this Article 4.

## **ARTICLE 5 POWERS AND DUTIES OF THE BOARD**

**5.1 Powers.** The Board, subject to all applicable law, shall manage the affairs of the Association. Excepting only those powers expressly reserved to the Members, it shall have all the powers conferred upon it by law, these By-Laws or the Declaration, including, without limitation, the following:

- a. To enforce the applicable provisions of the Declaration and these By-Laws, including enforcement of liens and penalties for non-payment of assessments;
- b. To maintain fire, casualty, liability, workers' compensation and other insurance on behalf of the Association and for bonding of Directors and Association employees;
- c. To retain the professional services of a person or firm (herein called the Manager) to manage the day-to-day affairs of the Association under such written terms as the Board deems advisable and as outlined in the Declaration;
- d. To maintain water, sewer, garbage and electricity, telephone, basic cable, gas and any other utility service necessary for the Common Interest Development except to the extent that any utility is separately metered or charged;

e. To provide for all materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments in order to operate and maintain the Common Areas and Community Common Areas (other than the enclosed Exclusive Use Common Area) in a first class manner in accordance with the provisions of the Governing Documents. The Association is not responsible for the maintenance of the Separate Interest or of the enclosed Exclusive Use Common Areas;

f. To pay for reconstruction of any portion of the Project damaged or destroyed, in accordance with the Declaration;

g. To pay taxes and special assessments which would be a lien upon the entire Project or Common Area, and to discharge any lien or encumbrance levied against the entire Project or Common Area; and cause to be prepared all required tax filings and arrange for timely payments thereof;

h. To enter, personally or by agent, into any Unit when necessary in connection with maintenance, emergency repair or construction for which the Association is responsible in accordance with the Declaration;

i. To establish, review and revise, as necessary, and publish regulations for the benefit of the Community, to retain the right of review of all administrative policies, and to establish and enforce penalties for the infraction thereof;

j. To levy a fine, after notice and hearing before the Board in accordance with the Declaration, against any Owner who shall fail or refuse to obey the Rules;

k. To suspend the voting rights of a Member during any period such Member shall be in default in the payment of any assessment levied by the Association or, for a period not exceeding thirty (30) days, to suspend such right for infraction of the Rules, provided that such voting rights may only be suspended after notice and an opportunity to be heard in accordance with Article 10 of the Declaration;

l. To maintain two standing committees, the Architectural Control Committee and the Finance Committee as outlined in the Declaration; to establish additional Committees as needed to recommend policies, procedures and specific courses of action; the need for these additional committees to be reviewed annually by the Board;

- m. To elect officers of the Association and to fill vacancies on the Board;
- n. To prepare budgets and financial statements for the Association;
- o. To fix and enforce reasonable penalties for non-payment of Association dues;
- p. To assign parking spaces and storage spaces;
- q. To establish a fee to cover administrative costs incurred by the Association when residents move in or out of the Units. The fee shall be reviewed annually; and
- r. To take any action necessary or desirable to conduct the affairs of the Association or to enforce the provisions of the Governing Documents, unless prohibited by Section 5.2 hereof.

**5.2 Limitation of Powers.** Without the vote or written consent of the Members, the Board shall be prohibited from taking any of the following actions:

- a. Selling, during any fiscal year, property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, as explained in California Civil Code Section 1366(b).
- b. Paying compensation to Directors or officers of the Association; provided however that the Board may cause a Director or officer to be reimbursed for expenses incurred, if reasonable, in carrying on the business of the Association.
- c. Entering into a contract with a third person to furnish goods or services for the Association for a term longer than one year without the written assent of one-third (1/3) of the voting power of the Association, with the following exceptions:
  - 1) Projects which are designed to extend beyond one year, such as capital improvement projects and any other long-term projects which by their nature may require a longer period of time than one year to complete;
  - 2) Contracting with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate;



3) Contracting with a cable or other communications company if the rates charged for the materials or services are regulated by a governmental agency, provided however that the term of the contract shall not exceed the shortest term available;

4) Prepaying the Association insurance policies of no more than three years duration only if the policy permits short rate cancellation by the Insured;

5) Leasing equipment, motor vehicles or personal property for the benefit of the Association and/or the Condominium Community for not more than five (5) years, subject to review and renewal;

6) Entering into a negotiated agreement with any union or other group representing staff members for periods not to exceed three years.

**5.3 Duties.** It shall be the duty of the Board to undertake all duties and responsibilities of the Association as expressed herein or in the Declaration. Such duties shall include, but are not limited to, the following:

a. Cause to be kept a complete record of all of its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members. The Association shall give to each Member the financial statements required by Article 9 herein.

b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

c. As more fully provided in the Declaration:

1) Fix amount of the annual assessment against each Unit as provided in the Declaration;

2) Foreclose the lien against any Unit for delinquent assessments in accordance with the Declaration.

## ARTICLE 6

### OFFICERS AND THEIR DUTIES

**6.1 Enumeration of Officers.** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer and such other officers as the Board may from time to time by resolution create.

**6.2 Election of Officers.** The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members, by secret written ballot.

**6.3 Term.** The officers of this Association shall be elected annually by and from the Board. All officers shall hold office for one (1) year unless such officer shall sooner resign, or shall be removed, or shall otherwise be or become disqualified to serve.

**6.4 Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

**6.5 Resignation and Removal.** Any officer may be removed from office, with cause, by the Board. An officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**6.6 Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he replaces.

**6.7 Multiple Offices.** Any two (2) or more offices may be held by the same person except the office of President.

**6.8 Duties of Officers.**

**6.8.1 President.** The President shall be the Association's Chief Executive Officer and, subject to supervision by the Board, shall have general management and control of the business and affairs of the Association. The President shall preside at all meetings of the Members and the Board, and shall see that orders

and resolutions of the Board are carried out. The President shall provide general direction to the Manager. The President shall perform such other duties as the Board may prescribe. The President, or his designee, shall sign all leases, deeds and other legal instruments.

**6.8.2 Vice President.** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board or the President.

**6.8.3 Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall serve notices of meetings of the Board and of the Members, and shall perform such other duties as required by the Board.

**6.8.4 Treasurer.** The Treasurer shall be the Chief Financial Officer of the Association. The Treasurer will (1) assure that fiscal policies and financial operations of the Association are carried out, (2) report to the Board monthly on the financial status of the Association, (3) recommend fiscal policies and courses of action to the Board, (4) co-sign checks, (5) serve as liaison between the Finance Committee, the Board and the Staff, (6) review and accept on the Board's behalf the annual audit, and (7) review with the Controller the status of the Association's financial affairs. The Treasurer shall cause the Association to comply with the requirements of Article 10 below.

**6.9 Compensation.** No officer shall receive any compensation for services rendered to the Association, provided, however, that any officer may be reimbursed for reasonable, actual out-of pocket expenses incurred by such officer in the performance of the officer's duties.

**6.10 Restrictions on Powers.**

**6.10.1 Execution of Corporate Contracts and Instruments.** Except as otherwise specifically authorized by the Board, all contracts, leases, mortgages, deeds and other written instruments entered into in the name of the Association shall be signed by the President or, in his absence or inability or refusal to act, the Vice President and any other officer of the Association.

**6.10.2 Checks, Drafts, Notes, Evidence of Indebtedness.** All operating account checks, drafts, notes or other evidences of indebtedness issued in the name of or payable by the Association shall be signed or endorsed by the General Manager and the Treasurer or, in the absence of the General Manager, by the Treasurer and another Board member. All reserve account checks shall be signed by two members of the Board.

## **ARTICLE 7 COMMITTEES**

There shall be two (2) standing committees, the Architectural Control Committee and the Finance Committee. The Board may, from time to time, designate other committees so long as the duties and responsibilities of the committee are not inconsistent with the Governing Documents. Notwithstanding any grant of authority from the Board, no committee shall have the power to (a) approve any action which by law or these By-Laws requires the approval of the Members; (b) fill vacancies on the Board or any committee; (c) adopt, amend or repeal By-Laws; (d) amend or repeal resolutions of the Board; or (e) appoint committees of the Board or Members thereof.

## **ARTICLE 8 INDEMNIFICATION OF OFFICERS, DIRECTORS AND AGENTS**

**8.1 Right of Indemnity.** The Association shall indemnify each Director, officer, committee member, employee or other agent of the Association who is a party to or is threatened to be made a party to any proceedings, including a proceeding by or in the right of the Association, by reason of the fact that such person is or was a Director, officer, committee member, employee or agent of the Association, against all expenses and liabilities actually and reasonably paid or incurred in connection with such proceedings to the maximum extent permitted by the California Non-Profit Mutual Benefit Corporation Law. Terms used in this Article 8 shall have the same meaning as in Section 7237 of the California Non-Profit Mutual Benefit Corporation Law.

**8.2 Approval of Indemnity.** Upon written request to the Board by any person seeking indemnification hereunder, the Board shall promptly determine whether the

applicable standard of conduct set forth in the California Non-Profit Mutual Benefit Corporation Law has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification because the number of Directors who are parties to such proceeding with respect to which indemnification is sought prevents formation of a quorum of Directors who are not parties to such proceedings, the Board shall promptly call a special meeting of Members. At such meeting, the Members shall determine whether the applicable standard of conduct set forth in the California Non-Profit Mutual Benefit Corporation Law has been met and, if so, the Members shall authorize indemnification. Members or other persons seeking to be indemnified shall not be entitled to vote on the question of indemnification.

**8.3 Advancement of Expenses.** To the full extent permitted by law and except as is otherwise determined by the Board in a specific instance, expenses incurred by a Director, officer, committee member, employee or agent seeking indemnification under these By-Laws in defending any proceedings covered by these By-Laws shall be advanced by the Association prior to the final disposition of such proceedings upon receipt of an undertaking by or on behalf of the Director, officer or committee member, employee or the agent to repay such amount unless it is ultimately determined that such person is entitled to be indemnified by the Association with respect to such expenses.

## ARTICLE 9

### **BUDGET AND FINANCIAL INFORMATION; NOTICE REGARDING MINUTES, ASSESSMENT INCREASES, MONETARY PENALTIES, AND ALTERNATIVE DISPUTE RESOLUTION**

**9.1 Operating Account.** There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all Regular and Special Assessments as fixed and determined for all Members. Disbursements from such Account shall be for the general need of the operation, including but not limited to, wages, repairs, betterment, maintenance, and other operating expenses of the properties.

**9.2 Other Accounts.** The Board shall maintain any other accounts it shall deem necessary to carry out its purposes, including Reserve Accounts for future repairs, betterments, replacements and additions to Common Areas as set forth in the Declaration. All Association books of account shall be maintained in accordance with generally accepted accounting principles.

**9.3 Budgets and Financial Statements.** The following financial statements and related information for the Association shall be prepared. Copies thereof shall be distributed to each Member of the Association in accordance with the requirements of the California Civil Code.

**a. Budget.** A pro forma operating budget for each fiscal year consisting of at least the following information shall be distributed to Members not less than forty-five (45) days nor more than sixty (60) days prior to the beginning of the fiscal year:

1) A statement of the amount of regular assessments for the next succeeding fiscal year.

2) The estimated revenue and expenses on an accrual basis.

3) A summary of the Association's reserves based upon the most recent review or study conducted in accordance with subparagraphs 4 and/or 5 as provided under California Civil Code Section 1365.5, which shall be printed in bold type and include all of the following:

(a) The current estimated replacement cost, estimated remaining life, and estimated useful life of each major component.

(b) As of the end of the fiscal year for which the study is prepared;

(1) The current estimate of the amount of cash reserves necessary to repair, replace, restore, or maintain the major components.

(2) The current amount of accumulated cash reserves actually set aside to repair, replace, restore, or maintain major components.

(c) The percentage that the amount determined for purposes of clause (2) of subparagraph (b) is of the amount determined for purposes of clause 1) of subparagraph (b).

4) A statement as to whether the Board has determined or

anticipates that the levy of one or more Special Assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor.

5) A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement or additions to those major components that the Association is obligated to maintain.

In lieu of distributing the complete pro forma operating budget as specified above, the Board may elect to distribute a summary of the budget to the Members (within the time limits provided above), together with a notice that the complete budget is available at the Association's principal office, and that copies will be furnished, upon request, to any Member at the Association's expense. If a Member requests a copy of the complete budget, the Association shall provide the material, via First Class Mail, delivered within five (5) days. The notice required hereunder shall be presented on the front page of the summary of the budget in at least 10-point bold type.

**b. Review of Financial Statements.** A review of the financial statements of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds seventy-five thousand dollars (\$75,000). If the annual report is not prepared by such a licensee, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared without audit from the books and records of the Association.

**c. Year-End Report.** Within 120 days after the close of the fiscal year, a copy of the Association's Year-End Report, consisting of at least the following shall be distributed to Members:

- 1) A balance sheet as of the end of the fiscal year;
- 2) An operating (income) statement for the fiscal year;
- 3) A statement of changes in financial position for the fiscal year;
- 4) A statement advising Members of the place where the names and addresses of the current Members are located;
- 5) A review of the financial statement prepared in accordance with Section 9.3(b); and

6) Any information required to be reported under Corporations Code Section 8322 requiring the disclosure of certain transactions in excess of fifty-thousand dollars (\$50,000) per year between the Association and any Director or officer of the Association and indemnifications and advances to officers or Directors in excess of ten-thousand dollars (\$10,000) per year.

**d. Annual Statement Regarding Delinquency/Foreclosure Policy.** In addition to financial statements, the Board shall annually distribute within sixty (60) days prior to the beginning of the fiscal year, a statement describing the Association's policies and practices in enforcing its remedies against Members for defaults in the payment of Regular and Special Assessments, including the recording and foreclosing of liens against Members' Units.

**e. Review of Accounts.** On no less than a quarterly basis the Board shall:

1) Review a current reconciliation of the Association's Operating Account;

2) Review a current reconciliation of the Association's Reserve Account;

3) Review the current year's actual reserve revenues and expenses compared to the current year's budget;

4) Review the Association's latest account statements prepared by the financial institution(s) with whom the Operating and Reserve Accounts are lodged; and

5) Review the Association's income and expense statement for the Operating and Reserve Accounts.

6) To the extent one or more documents provide the information required in more than one of the above listed items, any such requirements listed above may be satisfied by reviewing the same documents.

**f. Reserve Study.** At least once every three years the Board shall cause a study of the Reserve Account Requirements of the Association to be conducted if the current replacement value of the major components which the Association is obligated to repair, replace, restore or maintain is equal to or greater than one-half of the gross



budget of the Association for any fiscal year which excludes the Association's reserve account for that period. In connection with this reserve study, the Board is required to see that the Association gets a competent inspection of the major structures of the Project. The Board shall review the reserve study annually and shall consider and implement necessary adjustments to the Board's analysis of the Reserve Account Requirements as a result of that review.

The study required by this subdivision shall at minimum include:

1) Identification of the major components which the Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a remaining useful life of less than thirty (30) years.

2) Identification of the probable remaining useful life of the components identified in subparagraph (1) above as of the date of the study.

3) An estimate of the cost of repair, replacement, restoration, or maintenance of each major component identified in subparagraph (1) during and at the end of its useful life.

4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each major component during and at the end of its useful life. The total reserve funds as of the date of the study should be taken into account in determining the required total annual contribution.

5) As used in this section, "Reserve Account" means moneys that the Board has identified for use to defray the future repair, or replacement of, or additions to or betterment of those major components which the Association is obligated to maintain, repair and replace.

6) "Reserve Account Requirements" means the estimated funds which the Board has determined are required to be available at a specified point in time to repair, replace, restore or maintain those major components which the Association is obligated to maintain.

**9.4 Copies of Minutes.** At the time of distribution of the proforma operating budget as provided in Section 9.3.a. or at the time of any general mailing to the entire membership, the Board shall advise the Members of their right to have copies of the minutes of meetings of the Board and how and where those minutes may be obtained.

**9.5 Notice of Assessment Increase.** The Board shall provide, by first class mail to each Owner, at the street address of the Owner's Unit, or at such other address as the Owner may from time to time designate, in writing, notice of any increase in regular or Special Assessments of the Association, not less than thirty (30) days nor more than sixty (60) days prior to the increased assessment becoming due.

**9.6 Notice of Monetary Penalties.** The Board shall adopt and distribute to each Member, by personal delivery or first-class mail, a schedule of the monetary penalties that may be assessed for violation of the Governing Documents or the Rules of the Association, which shall be in accordance with authorization for Member discipline contained in the Governing Documents. The Board shall not be required to distribute any additional schedules of monetary penalties unless there are changes from the schedule that was adopted and distributed pursuant to this subdivision.

**9.7 Notice of Alternative Dispute Resolution.** The Board shall annually provide to Members of the Association a summary of the provisions of Section 10.6 of the Declaration specifically referencing California Civil Code Section 1354. The summary shall include the following language:

Failure by any Member of the Association to comply with the prefiling requirements of Section 1354 of the California Civil Code may result in the loss of your rights to sue the Association or another Member of the Association regarding enforcement of the Governing Documents.

This summary shall be provided either at the time of distribution of the pro forma budget or by mail or by delivery as part of a newsletter, magazine or other publication of the Association regularly sent to Members at the address appearing on the books of the Association.

**9.8 Accounting of Reserve Fund Expenditures for Litigation.** If the Board makes the decision to use reserve funds or to temporarily transfer money from the Reserve Account to pay for litigation as provided in California Code of Civil Procedure Section 1365.5(d) or any superseding statute, the Association shall make an accounting of litigation-related expenses on at least a quarterly basis. The accounting shall be made available for inspection by Members at the Association's office.

**9.9 Notice Regarding Transfer or Use of Reserve Funds for Litigation.** If the Board makes the decision to use reserve funds or to temporarily transfer money from the Reserve Account to pay for litigation, the Association shall, in accordance with California Code of Civil Procedure Section 1365(d), or any superseding statute, notify the Members of that decision and of the availability of an accounting of those expenses in the next available mailing to all Members.

**9.10 Notice of Insurance Coverage.** The Board shall give notice of the Association's insurance coverage in accordance with California Civil Code Section 1365(e) or any superseding statute.

## **ARTICLE 10 BOOKS AND RECORDS**

**10.1 Inspection by Members.** The books, records, and papers of the Association, including the membership register, books of accounts, minutes of meetings of the Board, Members or committees of the Association, the Declaration, the Articles of Incorporation and these By-Laws, shall at all times during reasonable business hours be available for inspection and copying by any Member or his duly appointed representative. The Board shall establish reasonable rules with respect to:

- a. Notice to be given to the custodian of the records by any Member desiring to make the inspection.
- b. Hours and days of the week when such an inspection may be made.
- c. Payments of the cost of reproducing copies of documents requested by a Member.

**10.2 Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the cost of the Association.

**ARTICLE 11**  
**AMENDMENTS**

**11.1 Amendment.** These By-Laws may be amended, at a regular or a Special Meeting of the Members, by the affirmative vote of at least twenty-five percent (25%) of the voting power of the Association represented at a duly held meeting at which a Quorum, including proxies and absentee ballots, is present.

**11.2 Records of Amendments.** A record shall be kept of all amendments or new By-Laws adopted, which record shall show the date of amendment or adoption and, in the case of an amendment, the date of the original By-Laws being amended. If any By-Laws repeal any portion of the original By-Laws, the records shall reflect the date of the meeting at which the repeal was enacted or the date the written consent to repeal was filed.

**ARTICLE 12**  
**GENERAL PROVISIONS**

**12.1 Conflicting Provisions.** In the case of any conflict between any provisions of the Declaration and these By-Laws, the Declaration shall control.

**12.2 Fiscal Year.** The fiscal year of the Association shall be July 1 through June 30, unless and until a different fiscal year is adopted by the Members at a duly constituted meeting thereof.

**12.3 Proof of Membership.** No person shall exercise the rights of membership in the Association until satisfactory proof of membership has been furnished to the Secretary. Such proof may consist of either a copy of a duly executed and acknowledged grant deed or title insurance policy showing said person to be the Owner of an interest in a Unit entitling him or her to membership. Such deed or policy shall be deemed conclusive in the absence of a conflicting claim based on a later deed or policy.

**12.4 Reserves.** The Board, consistent with the objectives of maximum interest return with assured safety of principal and liquidity, shall place Association funds not necessary for use within 30 days in one or more of the following securities: direct obligations of the United States, direct obligations rated AA or greater of the individual

states or of California municipalities, or in time deposits, certificates of deposit or other interest-bearing accounts insured by the Federal Deposit Insurance Corporation (FDIC) or by the Federal Savings and Loan Insurance Corporation (FSLIC).

**12.5 Severability.** Invalidation of any one of these By-Laws by judgement or court order shall not impair or affect in any manner, the validity, enforceability or effect of the rest of By-Laws and all of the terms hereof are hereby declared severable.

**12.6 Filing of Tax Exempt Status.** The Board shall cause to be timely filed any annual election for tax-exempt status as may be required under federal or state law, and shall undertake to cause the Association to comply with the statutes, rules and regulations which have been or shall be adopted by federal and state agencies pertaining to such exemptions.

**12.7 Initiative Process.** An initiative process is available for the purpose of proposing amendments to the Governing Documents or changes to the Community Rules. Upon the Board's receipt, at least sixty (60) days prior to the Annual Meeting, of a petition signed by no less than 10 percent (10%) of the voting power of the Association entitled to vote, the Board shall place the proposed amendments on the Annual Meeting Agenda. The Board shall have the option to place the proposal before the Unit Owners at a Special Meeting to be held no sooner than sixty (60) days after the submission of a proposal to the Board, or to take action on a proposal without a meeting, pursuant to Article 3, Section 3.8 herein.

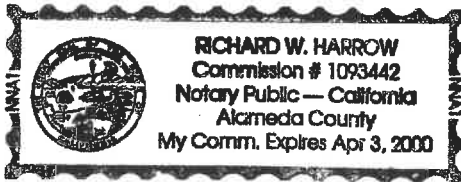
**12.8 Singular Includes Plural.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the corporation known as Watergate Community Association, does hereby certify that the foregoing Second Amended Bylaws consisting of twenty-seven (27) pages, including this page, were duly adopted by the Members of said Association on the 15<sup>th</sup> day of November, 1999, and that they now constitute said Bylaws.

Date: 11-17-99

Jane T. Hoop  
Secretary



Richard W. Harrow 11/17/99

# State of California



## SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

JAN 1 1 2000

*Bill Jones*

Secretary of State

FIRST AMENDED  
ARTICLES OF INCORPORATION  
OF  
THE WATERGATE COMMUNITY ASSOCIATION  
A California Nonprofit Mutual Benefit Corporation

ARTICLE 1

The name of the Corporation is THE WATERGATE COMMUNITY ASSOCIATION

ARTICLE 2

The corporation is a nonprofit mutual benefit corporation organized under the Nonprofit Mutual Benefit Corporation Law.

This corporation is an association formed to manage a common interest development under the Davis-Sterling Common interest Development act. The manager and address of the association will be: Tim Sutherland, 8 Captain Drive, Emeryville, CA 94608.

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may organized under such law.

The corporation does not contemplate pecuniary gain or profit to any of its members. The primary for which the corporation is organized and operated are as follows:

TRACT 4142 FILED ON April 19, 1979 in Book 110 of Maps at Pages 27-28, in the office of the Alameda County Recorder, Oakland, State of California, hereinafter referred to as "the Map")

Said management, administration, maintenance, preservation and architectural control is to be accomplished according to the terms and provisions set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "the Declaration") recorded or to be recorded with respect to the above-described property in the office of the Recorder of the County of Alameda, State of California as required by Section 1352 of the California Civil Code as the Declaration may be amended from time to time and the duly adopted By-Laws of the Association; and

(b) To promote the health, safety and welfare of all the residents of the project, all according to the Declaration.



### ARTICLE 3

The Corporation shall be managed in accordance with the provisions of said Declaration and its duly adopted By-Laws. The manner in which Directors shall be chosen and removed from office, their qualifications, powers, duties, compensation and tenure in office, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of Directors are set forth in the Declaration and the By-Laws. The authorized number and qualifications of members, the property, voting and other rights and privileges of members and their liability for dues and assessments and the method of collection thereof, are set forth in the By-Laws and the Declaration. Notwithstanding any of the above statements of purposes and powers, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

### ARTICLE 4

The Corporation elects to be governed by all of the provisions of the Nonprofit Corporation Law of 1980 not otherwise applicable to it under part 5.

The Corporation is intended to qualify as a Homeowners' Association under the applicable provisions of the Internal Revenue Code and the Revenue and Taxation Code of California. No part of the net earnings of this organization shall accrue to the benefit of any private individual, except as expressly provided in those sections with respect to the acquisition, construction, or provision for management, maintenance, and care of the Association property and property commonly owned by the members of the Association, and other than by a rebate of excess membership dues, fees, or assessments. In the event of the dissolution, liquidation, or winding up of the Association, upon or after termination of the project in accordance with the provisions of the Declaration, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Association shall be divided among and distributed to the members in accordance with their respective rights therein.

### ARTICLE 5

These Articles may be amended only by the affirmative vote of a majority of the Board of Directors of the Association, and by the affirmative vote (in person or by proxy) of members representing a majority of the total voting interest of all condominiums in the project. However, the percentage of voting interest necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.



Buyer received 24 pages

Date

Date

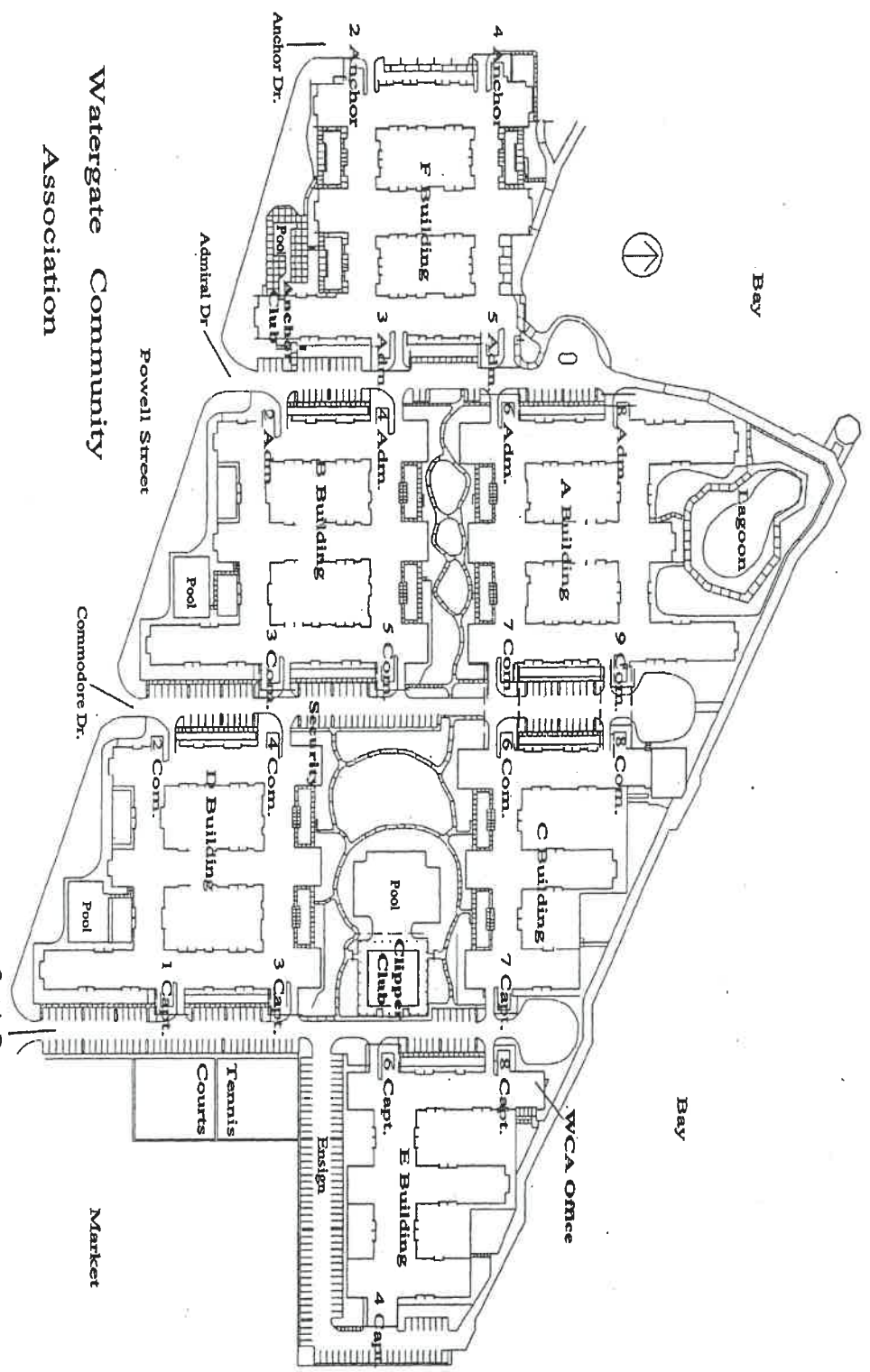
## INTRODUCTION

For many residents, community living is a new way of life. Each owner's use of his/her own unit as well as outside facilities must not conflict with the rights of other owners. Therefore, certain standards for individual behavior are necessary to insure pleasant and harmonious community living.

It is the desire of the Watergate Community Association (WCA) Board of Directors to serve the best interests of all residents.

It is the duty of owners to inform their guests and/or tenants of these rules.

Persons of all ages are welcome and permitted to use all of the common areas and recreational facilities at Watergate in accordance with the published rules governing their usage. Watergate has adopted certain restrictions on the use of recreational facilities by persons under 14 years of age for health and safety reasons. These health and safety restrictions are minimum standards and are not intended to operate as a substitute for safe and proper usage or parental supervision regarding the use of common areas or recreational facilities. WCA expressly disclaims liability for any injury or damage caused by negligence, misuse of, or lack of appropriate supervision regarding the use of the common areas or recreational facilities.



The Board of Directors has designated certain WCA common areas as a non-smoking environment. Smoking is prohibited in all elevators, lobbies, hallways, stairwells, indoor recreational facilities, and at or in all outdoor recreational areas except a designated section of the Clipper Club pool.

All rules will be strictly enforced by WCA personnel. Continued violation and disregard of the rules by an individual will be referred to the Board of Directors for procedure against the individual, as specified in the Revised Declaration (5.4).

Please note that the enclosed rules do not include the restrictions on use of property that are set forth in the Revised Declaration dated March 9, 1988.

\* \* \* \* \*

Complete directions for a dispute involving enforcement of an Association's governing documents are located in the California Civil Code (section 1354)-Alternative Dispute Resolution (ADR). Copies of this section are available at the WCA office. Parties to a dispute are encouraged, or in some cases required, to attempt ADR (Arbitration or Mediation) before filing suit. Copies of the Request for Resolution, which must be served on the other party to initiate the process, are also available at the WCA office.

according to an established schedule of fines. Owner shall pay penalty or request a hearing before the Board to contest the penalty.

- 4th Notice      4. If penalty is not paid nor hearing requested, additional monetary sanctions may be imposed daily against the owner until the penalty is paid.
- 5th Notice      5. If penalties remain unpaid, the Board may undertake appropriate measures available at law.

Notices are spaced by 15 calendar days. If a notice or letter is not accepted, a WCA representative may personally deliver the notice.

WCA recognizes its duty to comply with legal requirements of the Federal Fair Housing Act, and to follow requirements of the Americans with Disabilities Act (ADA) as they pertain to commercial uses at the complex. WCA intends to enforce the rules in this Rule Book in such a way as to comply with all statutory requirements, and, where necessary, to modify enforcement to allow appropriate accommodations for those with disabilities. If a resident believes that enforcement of a rule must be modified to accommodate his/her disability, the resident should put the request in writing; should explain the requested accommodation and why it is needed; and should submit the request for discussion by the Board of Directors.

The Watergate buildings were constructed prior to the enactment of the ADA and complied with legal requirements at the time they were constructed. The law does not require extensive renovations to make the buildings accessible to those with disabilities. However, WCA has made various modifications that are "readily achievable," as defined in the statute and in the regulations, which are intended to accommodate the needs of disabled persons.

\* \* \* \* \*

The WCA office is open Monday through Friday from 8:30 a.m. to 5:30 p.m. When new residents register at the WCA office, they will receive a packet of information as well as a form which is necessary to obtain a Watergate I.D. card from the Clipper Club.

To call:

WCA Office, 8 Captain Drive	(510) 428-0118
Security, 4 Commodore Drive	(510) 772-5005
Clipper Club, 5 Captain Drive	(510) 654-4040
Tennis Pro Shop, 2 Captain Drive	(510) 547-7577

<b>Emergency</b>	<b>911</b>
Emeryville Police and Fire	(510) 596-3700

REISSUED OCTOBER 1997 TO INCLUDE RESOLUTIONS BY THE BOARD OF DIRECTORS THROUGH OCTOBER 1997. TABLE OF CONTENTS

## RULES ENFORCEMENT AND PROCEDURE

All rules will be enforced. In order to insure effective rule enforcement, all owners and tenants must possess a complete set of rules. All owners are responsible for any violations made by themselves, guests, and tenants. Any complaint reporting a rules violation that cannot be observed by staff (i.e., noise, construction, etc.) must be made in writing and signed.

**If the violation is a health or safety violation or poses a threat of damage to person or property, the Association may immediately abate the violation and may charge the owner for the cost of correction or impose a fine.**

### RULES ENFORCEMENT AND PROCEDURE (Revised Declaration 5.4)

- |            |   |
|------------|---|
| 1st Notice | 1. Management will notify the owner/agent and the violator of the rule violation. This will be recorded on a form by Management.                      |
| 2nd Notice | 2. If violation persists, a letter will be sent by Management to the owner/agent and violator advising immediate compliance.                          |
| 3rd Notice | 3. In the event of continued violation, a certified letter will be sent to owner/agent and violator with notice of monetary penalty against the owner |

19. Tennis courtesy should be observed at all times. Tennis players must observe the following rules at Watergate:

- a. Wait outside the court until it is time to claim your reservation. When it is time, inform those on the court that you are there to claim your court.
- b. If players are rallying when the court time is ended, they should relinquish the court immediately. If players are in the middle of a game and wish to finish, they should ask if they can do so. If permission is given for them to continue to play, they should do so in 2 to 4 points. Longer play would infringe on the time reserved by those waiting.
- c. Players who grant extensions to those on the court should remain outside the court to wait for Court 1, or sit quietly on the bench at the far courts when waiting for Court 2 or 4.
- d. When crossing courts, do so quickly and quietly. If a game is in progress, wait until the point is ended. If a tournament is being played, cross only after the game in progress has ended. Reduce distraction to players by crossing as a group if more than one person is involved.

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## DEFINITIONS

**Adult**—Any person 18 years of age or older.

**Architectural Control Committee**—A standing committee of Association members appointed annually by the Board. The committee reviews proposals for unit modification and makes its recommendations to the Board of Directors.

**Association**—The Watergate Community Association (WCA), a non-profit, mutual benefit California corporation charged with the power, duties, and obligations of regulating the use and enjoyment of the Common Interest Development.

**Board of Directors**—A representative body of seven Association members responsible for administration of the Association.

**Common Area**—The corridors, lobbies, elevators, entrances, stairways, sidewalks, streets, landscaped areas, recreational facilities, Boardwalk, garages, and all other areas that are held in "common" by owners. (Includes Buildings and Community Common Areas.)

**Exclusive-Use Common Area**—Exterior portions of the Building Common Areas designated for the exclusive use of an Owner. Included are balcony, patio, or deck areas adjoining a Unit and bound by railings, the exterior surfaces of the perimeter walls, windows, and sliding glass doors and the abutting ceilings and floors (exclusive of paint, wax, enamel, or other finishes).

12. Guests not accompanied by a resident must have a guest card to use the tennis courts. Only two guests per court are allowed during weekdays from 4:00 p.m. - 8:00 p.m. and weekends from 9:00 a.m. - 6:00 p.m. Exceptions will be made at the discretion of the Tennis Pro.
13. Residents are responsible for their guests' knowledge of the tennis rules.
14. All persons using the tennis courts do so under the direction of the Tennis Pro or WCA Management. All persons on the court who are not playing tennis must be seated on the benches.
15. All rolling objects, such as skates, baby carriages, and strollers, are not permitted on the tennis courts.
16. If you wish to upgrade your rating on the tennis roster, you must challenge and beat someone on the tennis roster. If a player wishes to play a Tennis Ladder Challenge Match, both the person being challenged and the Tennis Pro must be notified in advance of the match.
17. Two singles players may not reserve a court for two consecutive hours. An exception to this rule is Tennis Ladder Challenge Matches approved by the Tennis Pro.
18. Interpretation of and exceptions to the rules will be made by the Tennis Pro.

5. The Pro Shop is open Tuesday through Sunday but may be closed on Mondays.
6. All rights to reserved courts are forfeited 10 minutes after the designated playing time.
7. One person cannot hold a court while others are waiting, except on Court 3 when using the ball machine.
8. Reservations not utilized should be canceled either by phoning 547-7577 or noting late cancellations on the bulletin board outside the Pro Shop.
9. On weekends between 10:00 a.m. and 2:00 p.m., if all courts are being used, singles players must accept a doubles challenge at the discretion of the challenger.
10. Court 3 is the teaching court. Court 3 is available for play, when the Tennis Pro is not teaching, on a rotating basis of 45 minutes of play for singles, 60 minutes for doubles. Players going onto court 3 must post their starting time on the bulletin board outside the Pro Shop before beginning play or forfeit the court if someone else signs up on the sheet.
11. A Watergate I.D. card is required by players at all times for usage of courts.

**Guest**—Any person, regardless of age, who visits a unit owner or tenant for periods of less than 15 consecutive days. Guests not accompanied by a resident must have a guest card to use the recreational facilities.

**I.D. Card**—A valid Watergate identification card issued by the Clipper Club. This includes cards issued to homeowners and tenants as well as temporary cards issued to guests and temporary residents.

**Management**—The General Manager and Supervisors employed by the Association to implement physical, financial, and administrative policies and procedures as defined by the Board of Directors.

**Non-Resident Owner**—A unit owner who does not reside at Watergate.

**Owner/Member**—The owner(s) of record.

**Quiet Hours**—10:00 p.m. to 8:00 a.m.

**Recreational Facilities**—The entire common area designated for recreation (Clipper Club, Anchor Club, B and D Building Pools, and Tennis Courts).

**Resident**—An owner or tenant who resides at Watergate.



**Revised Declaration**—The primary recorded governing document of the Watergate Community Association. These are commonly known as Covenants, Conditions, and Restrictions, or CC&Rs. A majority vote of at least 625 votes is required to amend the Revised Declaration.

**Staff**—Employees and volunteers directed by Management to perform duties assigned.

**Temporary Resident**—A person, regardless of age, who visits a unit owner or tenant exceeding 14 consecutive days but not more than 90 consecutive days. (Anyone visiting in excess of 90 consecutive days will be considered a tenant and subject to all provisions of processing tenants.) Temporary residents must have a temporary resident card to use the recreational facilities.

**Tenant**—Person or persons leasing or renting a unit. Anyone visiting in excess of 90 consecutive days will be considered a tenant and subject to all provisions of processing tenants.

**Unit**—Residential space.

## TENNIS COURTS

1. Residents and their guests must wear appropriate tennis attire and shoes at all times. Running shoes or shoes that may damage or discolor the courts, roller-skates, cut-offs, street pants, and jeans are not acceptable. Shirts must be worn at all times.
2. The tennis courts are to be used for tennis only. Courts are available for play from 7:00 a.m. to 10:00 p.m.
3. Courts 1, 2, and 4 are available for reservation seven days a week from 9:00 a.m. to 10:00 p.m. Reservations can be made as follows:

<u>Day to Call in</u>	<u>Time to Call in</u>	<u>For Reservation on</u>
Tuesday	7:00 p.m. - 7:15 p.m.	Thursday
Wednesday	7:00 p.m. - 7:15 p.m.	Friday
Thursday	7:00 p.m. - 7:15 p.m.	Saturday/Sunday
Saturday	12:00 noon - 12:15 p.m.	Monday
Sunday	12:00 noon - 12:15 p.m.	Tuesday/Wednesday

4. Reservations are taken by phone (547-7577) or in person at the Pro Shop. Reservations are taken alternately between phone-ins and people waiting in line. (To determine the correct time, call 767-1111.) After the call-in times, residents may make reservations by signing up on the sign-up sheets at the Pro Shop.

8. Persons failing to comply with these rules will be asked to leave the premises.

9. **Racquetball Courts:** Proper shoes must be worn. Black-soled shoes are not allowed. If there are players waiting, the one-game rule will apply. Racquets and balls are available for loan to residents and guests with Watergate I.D. cards. These may be checked out at the Clipper Club office.

#### COMMUNITY RULES

1. All residents must register at the WCA office. There is a Community Association processing fee applicable to both renters and new owners to cover the cost of processing as well as move-in/move-out costs. This applies to any resident who relocates from one unit to another. The fee is paid at the WCA office.
2. The move-in and move-out procedures are to be observed by residents and their movers. (See page 14.)
3. Owners are responsible for any damage to or defacing of property which they, their guests or tenants, or tenants' guests may have caused. Owners are also responsible for informing guests and tenants of all rules.
4. Residents shall not cause any loud noise or play or permit to be played any sound-emitting source (e.g., radio, TV, stereo, wind chimes, etc.) in units, common area, or exclusive-use common area in a manner that is unreasonable or that violates Quiet Hours. Noise violations may include alarm systems, faulty mufflers, door slamming, etc.
5. Owners relinquish all recreational privileges when their unit is rented or leased. Upon leasing or renting a unit, an owner must surrender that unit's Watergate I.D. card to the WCA office. Use of the recreational facilities by such non-resident owners is permitted only if a resident of Watergate obtains a guest pass for the non-resident owner as a guest.

6. A non-resident owner who rents or leases a unit to another party and uses a Watergate I.D. card to use the facilities will have that Watergate I.D. card confiscated.
7. WCA prohibits all forms of commercial solicitation on the premises, including all peddling and door-to-door sales of products and services. The purpose of the rule is to protect members' privacy and to avoid overburdening the custodial staff with the need to clean up flyers and other written materials. However, WCA recognizes the First Amendment protection for political speech. Therefore, candidates for political office, canvassers for candidates for political office, and candidates for ballot propositions and referendums may have access to the premises for campaigning purposes between the hours of 9:00 a.m. and 9:00 p.m., as long as they conduct themselves in a manner that does not unreasonably annoy or harass the residents. Delivery of paid newspaper subscriptions, community materials, and Association materials is permitted, if the agent and delivery person are registered with the Security office.
8. The Association will not be responsible for any articles delivered to or left with any employee. Furthermore, the Association will not be responsible for any articles intended for delivery to a resident which are delivered or left in any corridor or public place. No bailment is expressed or implied in such instances.

## ANCHOR CLUB

The Anchor Club is open from 9:00 a.m. to 9:45 p.m. daily, unless otherwise posted. Any day that the Clipper Club pool or spa is out of order, the Anchor Club will be opened by Security at 6:00 a.m.

1. General pool and spa rules that apply to the other pools are also applicable to the Anchor pool and spa. (See pages 35-38.)
2. Residents or guests must have their Watergate I.D. cards in their possession while in the Anchor Club and must show their I.D. cards upon request.
3. Children under the age of 14 years who wish to use a pool or spa must be accompanied by an adult and supervised. Use of spas by children under age 6 is prohibited. Children under the age of 10 are prohibited from using the sauna.
4. Smoking is prohibited in the Anchor Club.
5. Food and beverages are not allowed in the Anchor Club.
6. Glass and breakable objects are not permitted in the Anchor Club or pool area.
7. Soaps, oils, fragrances, or lotions may not be used in or added to the spa.

17. Persons failing to comply with these and posted rules will be asked to leave the pool area.

18. Residents and their guests must observe the designated non-smoking areas.

9. Notices shall be posted only in those areas approved by the Association. The Health Club and the laundry rooms have bulletin boards for personal ads. See "LAUNDRY" on page 18 for specifications.

10. Hallway lighting is part of the common area. Replacement of bulbs is the responsibility of the Association. Residents are not permitted to remove bulbs except when a burned-out bulb creates a lack of lighting that constitutes a safety hazard.

11. Animals, livestock, poultry, dogs, cats, and other household pets shall not be raised, bred, or kept in any unit or in the common area. Exceptions are guide dogs required for the blind or hearing impaired.

12. Feeding wild or stray animals (such as birds, geese, squirrels, feral cats, and raccoons) is prohibited.

13. Units shall not be used for commercial purposes. Any unit operating a business which requires deliveries and persons coming to the unit will be considered used for commercial purposes.

14. No unit shall be used for hotel or transient purposes.

15. The use of skateboards, roller skates, roller blades (in-line skates) and bikes are permitted only on streets and only for ingress and egress.

16. Landscape-damaging activities or any activity creating a nuisance or disturbance to others on the common area are not permitted.
17. Any act or omission that poses a fire danger or other risk of loss to structures, landscaping or personal property, or that creates a dangerous condition or an increased risk that WCA will be held liable for injury or damages, is prohibited.
18. Barbecues are allowed only when not causing an unreasonable nuisance to neighbors. Barbecues must be supervised and not cause a fire hazard. Lighter fluid, self-starting briquettes, fire starters, and charcoal impregnated with liquid fire starters are not allowed. A fire extinguisher must be available in case of emergency.
19. Pruning trees, shrubs, or vines by residents or their agents is strictly prohibited and subject to fines per occurrence. The Association staff is responsible for the landscaping. Suggestions and requests must be submitted in writing to the General Manager for review.
20. Recreational activity, such as fishing, swimming, etc., is not allowed in the lagoon. Pedestrian traffic is not allowed in the sand area, due to the existence of a membrane beneath the sand.
21. No persons are allowed in the water fountains.

11. Courtesy, politeness, and good manners should be observed at all times. There shall be no shouting, boisterous conduct, loud or profane language, or other practices such as playing loud radios, or sound equipment which may be annoying to others or injurious to their enjoyment of the facilities.
12. There shall be no running, rough-housing, wrestling, pushing, dunking, or piggyback riding in the pools or pool areas.
13. Poolside furniture is not to be taken off the concrete area within the fenced pool areas.
14. Lap swimmers have the right of way during the times posted at the pools. Persons may swim laps at unscheduled hours if they are not interfering with recreational swimmers.
15. All posted rules must be observed.
16. Management has the right to admonish residents, their families, or guests for noncompliance with the rules, or any other posted regulations of the Association. In the event of violation, the Board of Directors has the right to discipline the residents, families, or their guests by suspension of privileges, or use procedures as indicated in the Revised Declaration.

not be permitted. Children in diapers or training pants must wear protective pants.

5. Children under the age of 14 years who wish to use a pool or spa must be accompanied by an adult and supervised. Use of spas by children under age 6 is prohibited.
6. Swimming caps are recommended for persons with long hair.
7. Chewing gum and tobacco are not permitted in pools and spas.
8. Glass and breakable objects are not permitted in the pools or pool areas.
9. Balls, frisbees, airborne-type toys, innertubes, rafts, and other large inflatable objects are not permitted at any time in the pool area, with the exception of toddler flotation devices or during organized swim activities. Small swimming aids, such as kickboards and styrofoam noodles, are permitted. Scuba gear or tanks may not be used in the pool without the prior written consent of management and appropriate insurance and liability waivers.
10. Cigarettes, cigars, wastepapers, and refuse must be deposited in the disposal containers provided for the same.

22. Lawns, patios, and common walkways are not to be used as exclusive-use common areas. Container plants may be kept on common areas adjoining an owner's unit, if the owner maintains the plants and WCA Management does not consider them to be a hazard to passers-by or in case of an emergency.
23. The use of electrical outlets in the common areas by residents, guests, or their contractors is forbidden unless prior approval has been granted by WCA.
24. The elevator telephone emergency button is to be pushed in an EMERGENCY ONLY. All but two lobby phones (2 Admiral and 2 Commodore) can be used to contact the Emeryville Police.
25. All unit owners with fireplaces must have their chimneys cleaned by a licensed chimney sweep at least every two years and provide verification to the WCA office of this in a timely manner. Spark arresters are required by the Fire Department.

### MOVE-IN/MOVE-OUT PROCEDURES

1. Responsibility for the move and any damage to the building or common area rests with the homeowner and tenant. Arrangements for move-in or move-out must be scheduled at least 24 hours in advance with the Watergate Community Association (WCA) Office at 8 Captain Drive. If the WCA office is closed, WCA Security at 4 Commodore Drive must be notified.
2. All new residents are charged a non-refundable processing fee which covers certain administrative costs as well as the cost of moving in and moving out. Tenants are charged an additional fee which is refundable upon return of their I.D. card to the WCA office when they move out. This processing fee also applies to residents who relocate within WCA.
3. A refundable security deposit must be left to cover loss of the pads or damage to the common area.
4. Move-ins/move-outs are permitted every day from 9:00 a.m. - 9:00 p.m.
5. Care should be exercised not to damage the elevators or common area during moves. This includes the following:
  - a. Elevator pads are to be in place. They are available through WCA Security.

### SWIMMING POOLS AND SPAS

All rules in this section apply to the Clipper Club pool and spa, the Anchor Club pool and spa, the B Building pool and the D Building pool with the exception of hours of operation. Refer also to the Anchor Club on page 39.

The hours for the Clipper Club pool and spa are from 6:00 a.m. to 10:00 p.m. Sunday through Thursday, and from 6:00 a.m. to 11:00 p.m. on Friday and Saturday. Any day that the Clipper Club pool or spa is out of order, the Anchor Club will be opened by Security at 6:00 a.m. The hours for the B and D Building pools are from 8:00 a.m. to 10:00 p.m. daily.

1. All residents and their guests must have their Watergate I.D. cards in their possession while in the pool area and show their I.D. cards upon request. Otherwise, residents and their guests can be requested by WCA staff to leave the pool area. Guests who are accompanied by a resident do not need a guest card.
2. There is a limit of four guests per unit in the pool area at a given time. Exceptions may be made at the discretion of management.
3. There is no lifeguard on duty. **SWIM AT YOUR OWN RISK.**
4. Bathing suits must be worn in the pool and spa. Cut-offs, levis, jeans, and other inappropriate apparel will

10. Shoes or other types of foot cover must be worn at all times.
11. Use of the Health Club is at your own risk. No supervision is provided.
12. All posted rules must be observed.
13. Food and beverages are not allowed in the Health Club. Water in plastic containers is acceptable.

- b. Caution should be used when loading elevators so that they do not exceed 1,500 pounds. Overloading will cause the elevator to malfunction. The cost of any subsequent service calls will be the responsibility of the homeowner and the tenant.
  - c. Lobby front door is to be protected by the movers.
  - d. Unit door exterior is to be protected by the movers.
6. Boxes, bicycles, strollers, etc. are not to be placed in the lobbies or hallways in such a way that they block mailboxes or doorways or create a nuisance during the move. All hallways and doorways must remain wheelchair accessible.
  7. At the end of each day and at the end of the move, all areas, including hallways, lobbies, and elevators, must be cleared of all debris. Packing materials and containers must not be disposed of in the garbage chutes. All cartons must be flattened and placed in the garbage rooms in the garage.
  8. Owners are to obtain all keys directly from the seller or agent. Tenants are to obtain all keys directly from the owner. WCA is not responsible for such items. Replacement or additional lobby door keys are available from the WCA office for a refundable deposit for each key.



9. All incidents of problems or damage to the common area should be immediately reported directly to WCA Security. A 24-hour answering service is available.
10. The lobby door should be kept closed when unattended.
11. If the unit is rented, a copy of the lease must be provided to the WCA office prior to move-in.
12. No commercial moving vehicles (moving vans, vehicles, or trailers) may be left on WCA property without permission from Security.
13. Vehicles belonging to residents must be registered with WCA. Refer to the "Street and Parking" section of this booklet on page 23.

3. Children under 14 years of age are permitted to enter the weight-training area provided they are accompanied and supervised by an adult. Children under 14 years of age are prohibited from using free weights, Nautilus, or Nautilus-type machines or other weight-training equipment in the gym. Children under the age of 10 are prohibited from using the sauna and steam room.
4. Strict adherence to all posted safety regulations is mandatory.
5. Residents and guests who use the Health Club for the first time are required to make an appointment with a Clipper Club attendant for orientation before using the facilities.
6. Smoking is prohibited throughout the Health Club. Smoking is allowed in designated areas outside the Club only.
7. Appropriate clothing is required at all times. Wet clothing and swimwear are not permitted in the exercise room.
8. All equipment must be returned to its proper place.
9. Oils, eucalyptus leaves, etc., are not permitted in the sauna or steam room.

### BILLIARD ROOM

1. A Watergate I.D. card must be exchanged for the use of billiard balls.
2. Instruction regarding proper use and care of the equipment is available from the club attendant.
3. Table surfaces and other furnishings must not be damaged. Sitting on the tables is prohibited.
4. Food and beverages are prohibited in the billiard room.
5. Wagering is not permitted.
6. In the event people are waiting to play, a time limit of 30 minutes will be observed.
7. Smoking is not allowed in the Billiard Room. Smoking is allowed in designated areas outside the Club only.

### HEALTH CLUB

1. A Watergate I.D. card must be left with the attendant before entering the Health Club. Invalid I.D. cards will be confiscated.
2. All guests must be accompanied by a resident. There is a limit of two guests per visit.

### TRASH, GARBAGE, AND RECYCLING

1. Trash and garbage shall be deposited in proper receptacles.
2. All trash should be wrapped in paper or placed in a bag or sack before dropping it down trash chutes. Do not pour liquids down the trash chutes.
3. Do not discard items that will plug or block the trash chutes.
4. No cartons larger than 10" x 12" can be disposed of in trash chutes. If larger than 10" x 12", they should be placed on the floor in trash room.
5. Residents are urged to recycle cardboard, paper, plastic, glass, and aluminum items at the recycle stations (a) at the Clipper Club on the outside lower level and (b) at 3 Admiral Drive in the F Building garage. Aluminum cans may also be placed in designated receptacles at the Clipper Club poolside.

## LAUNDRY

1. Hours of operation are from 8:00 a.m. to 10:00 p.m. Machines may not be operated at other times.
2. The use of liquid bleach is not allowed in the laundry or common areas. Powdered bleach is acceptable.
3. Bulletin boards in laundry areas may be used for ads or notices. All ads are limited in size to 3" x 5". Notices can be 8-1/2" x 11" and should be hung on the bottom. Items must be dated or they will be removed. After a period of 30 days, material will be cleared from the boards.

duty. This resident will be expected to attend the entire event.

2. The available hours of rental are between 2:00 p.m. and 10:00 p.m., Saturday and Sunday only. If the resident wishes to go beyond these scheduled hours, an additional fee will be charged. However, no event may extend past midnight.
3. The F Building classroom is available for rental by residents for meetings for a fee. The room is available from 10:00 a.m. to 10:00 p.m., seven days a week. A key must be obtained from the Clipper Club office to gain access to the room.
4. The general clean-up of the rented area is the responsibility of the individual or group using the facility. Any maintenance in addition to that normally required will be charged to the individual or group.
5. Scheduled activities have priority at all times over private functions.
6. Persons attending a private activity are limited to the area reserved.
7. The pools, tennis courts, billiard room, TV area, and TV cannot be reserved for or used by private parties.
8. Smoking is not allowed in the Clipper Club. Smoking is allowed outside the Club only in designated areas.

where they are held for an additional 30 days before disposal.

13. The Clipper Club may be used for civic public information sessions sponsored by residents, at no cost, for the benefit of Watergate residents. The "Hatchcover" and the Association TV channel may be used to publicize such sessions. Users cannot charge a fee or solicit donations.
14. Smoking is not allowed inside the Clipper Club. Smoking is allowed outside the Club only in designated areas.

#### USE BY PRIVATE GROUPS

Certain facilities within the Clipper Club as well as the F Building classroom are available for rental. The use of the facilities will be for recreational and assembly purposes. Policy issues are determined by the Board of Directors or Management.

1. The Activity Room, Kitchen, and Lounge (not including the TV room) are available for rental for a fee for private groups. Rental is available to residents only. Residents wishing to make reservations must schedule a meeting with a Clipper Club staff person responsible for making reservations. The resident who reserves the facility will be the person expected to be at the activity and act as liaison with the Clipper Club staff member on

#### ARCHITECTURAL CONTROL

1. Patios, balconies, and roof gardens shall not be decorated, landscaped, furnished, or embellished except in accordance with Architectural Control Committee Guidelines.
2. The following are considered to be approved patio, balcony, and roof garden items: barbecue equipment and patio furniture. Examples of unacceptable furniture are beds, desks, and storage units, such as bookcases and file cabinets. Boxes may not be stored on balconies pursuant to the Emeryville Fire Code. Cleaning and construction equipment, as well as recycling containers, are not to be kept on balcony or patio areas. Recycling locations are noted on page 17.
3. The storage of bicycles on balcony and patio areas is forbidden. Each building has a bike storage room. WCA will issue a special storage room key upon request.
4. Nothing may be hung from or nailed to open balconies or patio areas which will penetrate the water-proof seal of the building. Hooks may be fastened to beams to support hanging plants. However, trellises, hammocks, etc. must be "free standing."
5. Balcony railings are Association property. Planter boxes and potted plants are not to be placed on balcony railings. Hanging pots must be located at least two feet behind balcony railings. Balcony screening is not to be removed, except for installation of WCA-approved materials.

6. Sheets, tinfoil, and other types of temporary window coverings are not permitted. Window coverings visible from the exterior of the unit must be solid white or neutral in color. Shiny or reflective coverings or linings are not allowed. Air conditioners and fans may not be installed in windows without WCA approval.
7. "For Sale" signs placed in windows must not exceed two square feet in area. The background must be white. No fluorescent or neon colors are allowed. "Open House" signs cannot be displayed on common areas (such as streets, lobby fronts, etc.).
8. Antenna rules (relating to size, type, maintenance, camouflaging, location, etc.) should be obtained from the WCA office before purchasing any antenna. A Notice of Intent to Install an Antenna (available at the WCA office) must be completed and filed with the Association before any installation. If the size or location anticipated does not conform to WCA antenna rules, Management will schedule a meeting at a mutually convenient time to determine if there is an acceptable location.
9. Nothing shall be placed or left in the stairwells, the hallways, the garden, or recreation areas which might be considered a hazard or unsightly. Linen, clothing, rugs, mops, or other items may not be shaken or hung from windows, doors, railings, or balconies.

delivery companies to notify residents of any deliveries. Articles from one individual to another can be accepted at the owner's risk. Staff members are not responsible for deliveries.

7. Alcoholic beverages are not allowed in the Clipper Club building unless served at a scheduled event.
8. Food and drink should not be consumed in any way that would damage furniture, create a nuisance, or create a hazard.
9. Swimwear is not to be worn in the club building. Shirts and shoes must be worn at all times.
10. Petitions or solicitations are allowed in the club building. Table space may be provided at recreational functions, if written requests for community interest or material presentations are given to Management.
11. Any misuse of or damage to facilities, furniture, or equipment by residents or their guests will jeopardize further privileges, and any damages will be charged to those responsible.
12. There is a Lost and Found at the Clipper Club for articles left at the Clipper Club or Anchor Club facilities. Items of small value are generally held no longer than 10 days. After this period, lost and found items may be turned over to the Lost and Found at the Security office

**CLIPPER CLUB  
RECREATION FACILITIES**

1. Valid Watergate I.D. cards are required for use of the Clipper Club recreation facilities and for checking out equipment.
2. New residents are issued non-transferable Watergate I.D. cards after move-in processing by the WCA office.
3. Residents are allowed to bring guests to the Clipper Club. Residents are responsible for seeing that their guests comply with WCA rules.
4. Guests must be accompanied by a resident with a valid Watergate I.D. card. Otherwise, the resident must obtain guest passes for the guests. Guests cannot have guests.
5. Children of all ages are permitted to use the Clipper Club. (For use of the Health Club, please refer to page 33, Rule #3.) At social functions in the public areas at which alcohol is served, children may not be excluded, but they must be accompanied and supervised by an adult.
6. Packages may be left at the Clipper Club by letter carriers and delivery personnel to be claimed by residents with proper Watergate I.D. cards. It is the responsibility of the employee of the postal or other

10. Lighting on balcony areas must not shine into neighboring units or cause an annoyance to other residents.
11. Bird feeders are not permitted.
12. Repairs within the unit are the responsibility of the owner(s). Certain electrical, plumbing, or water penetration may be WCA's responsibility. In case of emergency, please contact the WCA office or Security immediately. If WCA is responsible, then WCA will effect the necessary repairs or will authorize the owners or tenants to effect the repairs, in which case WCA will reimburse the person who paid for the repairs for the reasonable costs.
13. Structural alterations to units require approval from the Architectural Control Committee and the Board of Directors. Unit modifications may require similar approval. Application forms and instructions are available at the WCA office.
14. All contractors working on WCA units must register with Security at 4 Commodore Drive. WCA's trash bins are not to be used for discarded items, such as appliances, carpeting, etc. Proper disposal of discarded items and clean up are the responsibility of the owner.

15. Hours permitted for construction work are from 8:00 a.m. to 5:00 p.m. on Monday through Friday. Weekend work is allowed with prior approval from WCA. If emergency work needs to be done, notify Security.
16. WCA has the authority to issue Stop Work Orders and levy fines for noncompliance with these rules.

8. Fires, fireworks, or firearms shall not be used on the Boardwalk, nor shall any hazardous or controlled substances be permitted.
9. Animals are not allowed on the Boardwalk at any time. Exceptions are guide dogs required for the blind or hearing impaired.
10. No private autos, motorcycles, bicycles, skate boards, roller skates, or similar vehicles or rolling objects shall be permitted.

## BOARDWALK

1. All persons using the Boardwalk do so at their own risk.
2. The Boardwalk is open to the general public between sunrise and sunset. Access is limited to pedestrian traffic except for emergency and maintenance vehicles.
3. Litter and trash shall not be deposited on or thrown from the Boardwalk.
4. Access from the Boardwalk for fishing, diving, windsurfing, or swimming is not permitted.
5. Loud, boisterous and offensive activity shall not be permitted.
6. Food and beverages are not permitted to be consumed except in designated areas. No alcoholic beverages may be consumed on the Boardwalk.
7. Any fire or insurance liability activities are prohibited. Any act or omission that poses a fire danger or other risk of loss to structures, landscaping or personal property, or that creates a dangerous condition or an increased risk that WCA will be held liable for injury or damages, is prohibited.

## STREET AND PARKING

1. Parking regulations must be observed at all times by residents and their guests. All garage spaces are assigned. Numbered street parking is not assigned and is available for both residents and their guests, except under special circumstances during construction.
2. Vehicles belonging to residents and parked on WCA property must have a valid Watergate parking permit displayed on the left rear bumper. Residents may register up to 3 vehicles per unit. Exceptions can be made at the discretion of Management. Vehicles may not be parked in any garage at Watergate unless duly authorized by Security or the person to whom that space is assigned, and then only in the designated space.
3. The Association will not be responsible for any vehicles parked in the common areas of the complex.
4. When parked on the street, vehicles must not block access to the sidewalks in any way.
5. Vehicles may not be left in such a manner as to block thoroughfare or the ingress or egress of other vehicles.
6. Vehicles may not be parked in ANY Red Zone (by order of the Emeryville Fire Department). The Association is required to remove vehicles parked in unauthorized areas within one hour of the observed violation.



7. Vehicles, boats, and other items shall not be rinsed off or worked upon on WCA property. The exception is a designated area for rinsing cars or boats, which is located near 4 Captain Drive. (Note: No soaps or detergents may be used.) See CAR RINSE on page 25.
8. The speed limit is 10 miles per hour throughout the complex, unless otherwise posted.
9. Trucks with camper shells, campers, trailers, buses, boats, and similar commercial and recreational vehicles are generally prohibited from parking on the complex. Exceptions can be made by WCA. Standard size or smaller pick-up trucks without camper shells are permitted.
10. Motorcycles, motorbikes, and mopeds are permitted only on the streets and only for ingress and egress. Such vehicles should not be operated on WCA property during quiet hours.
11. The streets shall not be used to store any vehicles. After a period of five (5) days, vehicles in violation of this rule will be towed at the owner's expense. Residents who use street parking for additional vehicles and who will be away for more than five days should complete a "Vacation Request" form at WCA Security.

12. Any abandoned vehicle on WCA property as well as inoperable vehicles left on WCA streets will be removed promptly.
13. Violating vehicles are subject to tow-away at the owner's expense.
14. WCA will determine the number and location of garage spaces available for rental of second cars, recreational vehicles, etc. Spaces may be utilized for boats, trailers, etc. only if rented by WCA specifically for that purpose.

#### CAR RINSE

1. There is a designated car rinse area located at 4 Captain Drive next to the chain link fence. Cars should be rinsed and vacuumed in this location.
2. Hoses may be borrowed at the Clipper Club desk with a proper Watergate I.D. card.
3. No soaps or detergents may be used. State and federal laws prohibit runoff from draining into the Bay, if it contains soaps or detergents.
4. Radios, CD players, and tape decks are not to be played loudly in this area.

**Watergate Community Association**  
**Replacement Fund**  
**INCOME STATEMENT**  
 For Period Ended 02/28/2017

2016/2017  
 Reserve  
 Study

Account Description	Feb Actual	YTD Actual	2016/2017 Reserve Study
<b>** REVENUES</b>			
Assessment	\$ 168,000	\$ 1,344,000	\$ 2,015,997
Interest Income	2,268	13,911	55,097
<b>** TOTAL REVENUES</b>	<b>\$ 170,268</b>	<b>\$ 1,357,911</b>	<b>\$ 2,071,094</b>

Account Description	Feb Actual	YTD Actual	2016/2017 Reserve Study
<b>** REPLACEMENT EXPENSES</b>			
Reserve Study Update & Meeting			
Sanitary Sewer Replacement (Design)	12,916	99,956	1,028,239
Pool Concrete Decks		6,986	0
Concrete Sidewalk Repair			30,000
Re-plastering Swimming Pool-Bldg B,D			109,046
Carpet Replc-Anchor Club Hallway & C/C Lockers	4,510	9,292	0
Clipper Club Pool Room Dividers-for Package Lock up			0
Swimming Pool Leak Repairs - Bldg B Pool		6,539	0
Electrical Street Lights & Poles			50,000
Irrigation 1.5" Air Gap Device - Courtyard			21,000
Tree & Plant Replacement (Prior yr carried over)			0
Tree, Turf & Planting Replacement			20,000
Elevator Jacks			160,000
Elevator Circuit Board Replacement-3 Commod		1,474	0
Fire Alarm Annual Testing			14,500
Fire Sprinkler Annual Testing			0
Hallway Smoke Doors & Overhead Smoke Doors			9,945
Mailbox Enclosures @ Bldg C & E Ctr Core			30,000
Clipper Club Roof Gutter Covers		37,236	0
Boardwalk Wood Replacement		8,892	0
Unit Balcony Beam Replacement		8,044	10,375
Courtyard Cap Slab Repair		3,447	7,500
Trash Chute Door Replacement Allow.			25,000
Post Tension Conc. Slab Repair-F Bldg		1,367	5,200
Recreation Area Access Control		8,531	20,000
Rekey Buildings	844	5,127	20,000
Gym Exer. Equipment Replacement		90,113	325,000
C/C Floor Register Replacement		22,554	15,000
Automatic Doors (Prior yr carried over)		2,322	0
Automatic Doors			0
Storm Sewer- Anchor Drive			24,000
Interior Renov. Finishes (Incl. Exterior Signs/Monuments)			40,000
Fence Extension @ Market		39,940	0
Other Major Repairs & Replacements		1,500	0
<b>*** TOTAL EXPENSES</b>	<b>18,270</b>	<b>353,320</b>	<b>2,257,272</b>
<b>NET EXCESS/(DEFICIT)</b>	<b>151,998</b>	<b>1,004,591</b>	<b>(186,178)</b>

**ADDITIONAL INFORMATION**

A Board Approved Budget	B Prior Years Spent	C 2016/2017 YTD Spent	D Board Apprd Bdgr Remaining	E Board Approved	F Present Mgl. Forecast
1,625					
1,171,680	7,583	99,956	1,064,141		Mar 2018
12,835		6,986	5,849		Completed
10,060		9,292	768		Completed
2,115		0	2,115		Completed
7,847		6,539	1,308		Completed
	2,363		1,374		On going
1,474		1,474	0		Completed
9,945					Completed
39,105	1,767	37,236	102		Completed
8,892		8,892	0		Completed
10,886		8,044	2,842		On going
4,538		3,447	1,091		Completed
1,367		1,367	0		Completed
11,310		8,531	2,779		Completed
		5,127			Completed
94,888	3,394	90,113	1,381		Completed
22,554		22,554	0		Completed
2,327		2,322	5		Completed
12,651	8,451		4,400		On going
6,167,845	5,838,302	39,940	289,603		May 2016
1,870		1,500	370		Completed

Buyer received  
 68 pages  
 Date  
 Date

**WATERGATE COMMUNITY ASSOCIATION  
REPLACEMENT FUND  
BALANCE SHEET  
as of February 28, 2017**

**ASSETS:**

Cash	\$ 322,210
Investments	<u>4,892,834</u>

**TOTAL ASSETS** \$ 5,215,044

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$ 1,208
Due to Operating Fund	<u>108,541</u>

**TOTAL LIABILITIES** \$ 109,749

Fund Balance as of July 1, 2016 (audited)	\$ 4,100,704
Current Year Excess/(Deficit)	<u>1,004,591</u>

**Fund Balance as of February 28, 2017** \$ 5,105,295

**TOTAL LIABILITIES AND FUND BALANCE** \$ 5,215,044

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
CONDENSED STATEMENT OF REVENUES AND EXPENSES  
For Period Ended 02/28/2017**

Description	Feb Actual	Feb Budget	Feb Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget
<b>REVENUES</b>							
Assessments	413,274	413,274	0	3,306,192	3,306,192	0	4,959,274
Laundry	17,500	15,500	2,000	136,389	124,000	12,389	186,000
Processing Fees	4,050	6,333	(2,283)	47,475	50,667	(3,192)	76,000
Parking & Storage Rental	3,443	3,327	116	26,368	26,613	(245)	39,920
Delinquency Finance & Late Charge	1,432	2,708	(1,276)	13,299	21,667	(8,368)	32,500
Insurance Claim Deduction Reimb.	-	0	-	7,314	0	7,314	-
Bad Debt Recovery	-	417	(417)	5,025	3,333	1,692	5,000
Other Sources Income (Note 1)	5,656	6,932	(1,276)	53,275	55,439	(2,164)	83,155
<b>** TOTAL REVENUES</b>	<b>445,355</b>	<b>448,490</b>	<b>(3,135)</b>	<b>3,595,337</b>	<b>3,587,910</b>	<b>7,427</b>	<b>5,381,849</b>
<b>EXPENSES</b>							
Operations	248,412	270,912	22,500	1,981,756	2,167,254	185,498	3,250,882
Utilities-Gas	27,885	19,242	(8,643)	188,036	153,933	(34,103)	230,900
Utilities-Electricity	23,409	27,917	4,508	231,826	223,333	(8,493)	335,000
Utilities-Water	32,532	43,528	10,996	294,214	348,224	54,010	522,336
Utilities-Garbage	16,955	17,250	295	134,673	138,000	3,327	207,000
Utilities-Cable TV	32,802	32,500	(302)	251,726	260,000	8,274	390,000
Utilities-Intercom, Elev. Phone, EV Station	1,974	2,115	141	20,039	16,917	(3,122)	25,375
Business Insurance	38,482	39,458	976	310,916	315,667	4,751	473,500
Other Expenses (Note 2)	5,922	6,918	996	52,457	55,340	2,883	83,010
<b>** TOTAL EXPENSES</b>	<b>428,373</b>	<b>459,839</b>	<b>31,466</b>	<b>3,465,643</b>	<b>3,678,668</b>	<b>213,025</b>	<b>5,518,003</b>
<b>ACTUAL EXCESS/(DEFICIT) OF</b>							
<b>REVENUES OVER EXPENSES</b>	<b>16,982</b>	<b>(11,349)</b>	<b>28,331</b>	<b>129,694</b>	<b>(90,757)</b>	<b>220,451</b>	<b>(136,154)</b>

**Note 1 . Other Revenue Sources:**

Identification, Keys (For Mailbox & Storage), Hatchcover Advertising, Clipper Club Food and Beverage, Electric Vehicle Charge, Rules Fine, Unit Interior Modification Fees, CC&Rs and HOA Documents, Miscellaneous Revenues, Purchase Discount, Rebate, Bad Debt Recovery, Investment Interest...

**Note 2 . Other Expenses:**

Legal & Compliance, Hatchcover Expenses, Depreciation, Bad Debt Expense, Income Taxes.

**WATERGATE COMMUNITY ASSOCIATION**  
**OPERATING FUND**  
**BALANCE SHEET**  
as of February 28, 2017

**ASSETS:**

Cash	\$	515,357	
Investment		99,946	
Accounts Receivable-net of allowance for uncollectible accounts of \$84,840		26,805	
Other Receivable (Note 1.)		29,702	
Fixed assets, net accumulated depreciation of \$184,387		106,733	
Due from Replacement Fund		108,541	
Prepaid Health Insurance		41,773	
Prepaid Workers Compensation		8,460	
Prepaid Business Insurance		35,591	
Prepaid Income Taxes		14,353	
Other Prepaid Expenses (Note 2.)		30,661	
<b>TOTAL ASSETS</b>			<b>\$ 1,017,922</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	175,421	
Accrued Expenses		168,512	
Assessments Received In Advance		116,177	
Other Liabilities (Note 3.)		167,055	
<b>TOTAL LIABILITES</b>			<b>\$ 627,165</b>

**FUND BALANCE**

Fund Balance as of July 1, 2016 (audited)	\$	261,063	
Current Year Excess/(Deficit)		129,694	
<b>Fund Balance as of February 28, 2017</b>			<b>390,757</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 1,017,922</b>

**Note 1. Other Receivable:** Laundry Income and others

**Note 2. Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Other Permits and Licenses...

**Note 3. Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

03/20/17

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the eighth (08) month period ended February 28, 2017 compared to the budget follows:

Period: 07/01/16-02/28/2017	Operating Fund	Replacement Fund	Total
<b>Actual Revenues</b>	\$ 3,595,337	\$ 1,357,911	\$ 4,953,248
<b>Budgeted Revenues</b>	3,587,910	1,380,729	4,968,640
Variance	\$ 7,427	\$ (22,818)	\$ (15,392)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 3,465,643		\$ 3,465,643
Mechanical Key Replacement		\$ 90,113	90,113
C&E Ctr Lobby Mailbox Access Control		37,236	37,236
Sanitary Sewer Replacement		99,956	99,956
All other replacements		126,015	126,015
<b>Total Actual Expenses</b>	\$ 3,465,643	\$ 353,320	\$ 3,818,963
<b>Budgeted Expenses</b>	3,678,668	1,504,848	5,183,516
Variance	\$ 213,025	\$ 1,151,528	\$ 1,364,553
 <b>Actual Net Excess/(Deficit)</b>	\$ 129,694	\$ 1,004,591	\$ 1,134,285
<b>Budgeted Net Excess/(Deficit)</b>	(90,757)	(124,119)	(214,876)
Variance to Budget	\$ 220,451	\$ 1,128,710	\$ 1,349,161

As of February 28, 2017, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	Operating Fund	Replacement Fund	Total
<b>Total Assets</b>	\$ 1,017,922	\$ 5,215,044	\$ 6,232,966
<b>Total Liabilities</b>	627,165	109,749	736,914
<b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	129,694	1,004,591	1,134,285
<b>Fund Balance as of 02/28/2017:</b>	\$ 390,757	\$ 5,105,295	\$ 5,496,052

BRD.17.026

**IV. Consent Agenda - Items Below Approved by Unanimous General Consent.**

- Association Records – March 20, 2017 Regular Session Board Meeting Minutes.**
- Fire Protection System Expenses - Fund Re-allocation**
  - 1. Redhawk: Speaker Booster Battery Replacement - \$2,251.00**
  - 2. Redhawk: Trash Chute Sprinklers Five-Year Inspection - \$2,950.00**

**One Item Pulled by Director Mrazek for Discussion.**

- Renewal of Tennis Pro Agreement: 2/1/2017 - 1/31/2018 @ \$525.00 per Month. Repola moved, and Knight seconded, to approve the Tennis Pro Services agreement through January 31, 2018. Repola, Knight, Cochrane, Lutz, Girouard and Blain voted for the motion with Mrazek against. The motion was approved.**

**V. New Business.**

- Approval of 2017/2018 Pro Forma Budget and Required Studies and Disclosures.**
  - **Operating and Replacement Fund Assessment Levels. Consideration of a 3% Assessment Increase; Operating and Replacement assessment allocations; Approval of 2017-2018 Pro Forma Budget and Annual Policy Statement; Repola moved, and Knight seconded, that the Board of Directors approve the 2017/2018 Pro Forma Budget with a regular assessment level of \$7,184,529 - which equates to a 3.0% annual assessment increase. Allocation to the replacement fund will be \$2,076,477, and \$5,108,052 goes to the operating fund. Repola further moved and Knight continues his second to approve the Annual Disclosures: 2017/2018 Collection Enforcement Policy, Schedule of Fines and Fees, and Internal Dispute Resolution Guidelines. Repola, Knight, Girouard, Blain, Lutz, and Mrazek voted to approve with Cochrane against. The motion was approved.**

**VI. Upcoming Meetings.**

- Regular and Executive Session: May 22, 2017.**

**VII. Meeting adjourned at 6:20 p.m.**

Approved by WCA Board of Directors May 22, 2017.

  
/s/ Nancy Girouard, Secretary

## "Approved" WCA BOARD OF DIRECTORS MEETING MINUTES

April 17, 2017

- I. **Call to Order.** President Robert C. Blain called the meeting to order at 6:01 p.m. Directors present were Charlotte Cochran, Tom Knight, Joseph Lutz, Lubor Mrazek and Albert Repola. Nancy Girouard joined the meeting at 6:10 pm via telephone. Also present were General Manager Tim Sutherland, Controller Lisa Trabert, Construction Manager Ronald A. Heron, Jr., and Assistant General Manager Loren Perciante.

### II. Reports/Announcements.

- Secretary's Report.** General Manager Sutherland reported that the Board authorized a Board Resolution to Record One (1) Notice of Default and Election to Sell for APN 049-1528-518.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$216,168 through 3/31/2017. Repola also reported an operating fund balance of \$375,126 and a replacement fund balance of \$5,160,240. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
  - **Quarterly Review of Accounts.** Knight moved, and Mrazek seconded, to accept the Quarterly Review of Accounts. The motion was unanimously approved.
- Manager's Report.** General Manager Sutherland reported common utilities use for March 2017: Electric use is down -1.3%; Natural Gas is up +13.7% and water use is up +2.7% at 75 gallons per unit per day. Sutherland also reported a total of 372 community rules violation notifications delivered to residents for March 2017. He also announced that "Onsite Owners" for March 2017 - as self-reported to office by owners - came in at 639 for 51.2%.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that in March 2017, one owner cured the delinquency and the collection account was closed. As of March 31, 2017, there were a total of seven accounts in collection. WCA recorded two Notices of Delinquent Assessment and four Notices of Default against the subjected properties. Among the seven delinquent accounts, four accounts were under bankruptcy protection and one account was paying monthly installments through a payment plan.

### III. WCA Committees.

- Architectural Control.** Assistant General Manager Perciante presented the following unit modifications:
  - **4 Admiral Drive, B321: One Bedroom.** The owner wishes to replace the existing bathtub and surrounding tub tiling. Mrazek moved, and Knight seconded, to approve the modifications to B321. The motion was unanimously approved.
  - **1 Captain Drive, D367: 1 Bedroom.** The owner wishes to replace the existing kitchen counters with a granite set, and replace the existing microwave/hood with a newer unit. Mrazek moved, and Knight seconded, to approve the modifications to D367. The motion was unanimously approved.

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**WATERGATE COMMUNITY ASSOCIATION  
REPLACEMENT FUND  
BALANCE SHEET  
as of February 28, 2017**

**ASSETS:**

Cash	\$ 322,210
Investments	<u>4,892,834</u>

**TOTAL ASSETS** \$ 5,215,044

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$ 1,208
Due to Operating Fund	<u>108,541</u>

**TOTAL LIABILITIES** \$ 109,749

Fund Balance as of July 1, 2016 (audited)	\$ 4,100,704
Current Year Excess/(Deficit)	<u>1,004,591</u>

**Fund Balance as of February 28, 2017** \$ 5,105,295

**TOTAL LIABILITIES AND FUND BALANCE** \$ 5,215,044

**WATERGATE COMMUNITY ASSOCIATION**  
**OPERATING FUND**  
**BALANCE SHEET**  
as of February 28, 2017

**ASSETS:**

Cash	\$	515,357	
Investment		99,946	
Accounts Receivable-net of allowance for uncollectible accounts of \$84,840		26,805	
Other Receivable (Note 1.)		29,702	
Fixed assets, net accumulated depreciation of \$184,387		106,733	
Due from Replacement Fund		108,541	
Prepaid Health Insurance		41,773	
Prepaid Workers Compensation		8,460	
Prepaid Business Insurance		35,591	
Prepaid Income Taxes		14,353	
Other Prepaid Expenses (Note 2.)		30,661	
		390,757	
<b>TOTAL ASSETS</b>			<b>\$ 1,017,922</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	175,421	
Accrued Expenses		168,512	
Assessments Received In Advance		116,177	
Other Liabilities (Note 3.)		167,055	
		627,165	
<b>TOTAL LIABILITES</b>			<b>\$ 627,165</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2016 (audited)	\$	261,063	
Current Year Excess/(Deficit)		129,694	
		390,757	
<b>Fund Balance as of February 28, 2017</b>			<b>390,757</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 1,017,922</b>

**Note 1. Other Receivable:** Laundry Income and others

**Note 2. Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Other Permits and Licenses...

**Note 3. Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

## 03/20/17

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the eighth (08) month period ended February 28, 2017 compared to the budget follows:

Period: 07/01/16-02/28/2017	Operating Fund	Replacement Fund	Total
<b>Actual Revenues</b>	\$ 3,595,337	\$ 1,357,911	\$ 4,953,248
<b>Budgeted Revenues</b>	3,587,910	1,380,729	4,968,640
Variance	\$ 7,427	\$ (22,818)	\$ (15,392)
<b>Actual Expenses</b>			
Operating fund expenses	\$ 3,465,643		\$ 3,465,643
Mechanical Key Replacement		\$ 90,113	90,113
C&E Ctr Lobby Mailbox Access Control		37,236	37,236
Sanitary Sewer Replacement		99,956	99,956
All other replacements		126,015	126,015
<b>Total Actual Expenses</b>	\$ 3,465,643	\$ 353,320	\$ 3,818,963
<b>Budgeted Expenses</b>	3,678,668	1,504,848	5,183,516
Variance	\$ 213,025	\$ 1,151,528	\$ 1,364,553
<b>Actual Net Excess/(Deficit)</b>	\$ 129,694	\$ 1,004,591	\$ 1,134,285
<b>Budgeted Net Excess/(Deficit)</b>	(90,757)	(124,119)	(214,876)
Variance to Budget	\$ 220,451	\$ 1,128,710	\$ 1,349,161

As of February 28, 2017, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	Operating Fund	Replacement Fund	Total
<b>Total Assets</b>	\$ 1,017,922	\$ 5,215,044	\$ 6,232,966
<b>Total Liabilities</b>	627,165	109,749	736,914
<b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	129,694	1,004,591	1,134,285
<b>Fund Balance as of 02/28/2017:</b>	<b>\$ 390,757</b>	<b>\$ 5,105,295</b>	<b>\$ 5,496,052</b>

**IV. Consent Agenda - Items Below Approved by Unanimous General Consent.**

- Association Records - February 27, 2017 Regular Session Board Meeting Minutes.**
- Operating Fund - Pitney Bowes Postage Machine Three Year Lease for \$850 annually.**

**V. New Business.**

- Operating Fund - Corporate Insurance Policy Renewals 3/31/17 - 3/31/18. Mrazek moved, and Knight seconded, to approve: CIBA Property - \$367,120; Allied General Liability - \$58,409; Allied Auto - \$1,825; Great American Insurance - Umbrella Liability - \$28,195; Chubb and Hanover Fidelity & Crime Insurance - \$8,836. The motion was unanimously approved.**
- Collections - Board Resolution to Record Two Notices of Delinquent Assessment. Treasurer Repola read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Two Notices of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the properties bearing Assessor's Parcel Numbers 049-1529-518 and 049-1528-544, as authorized by Civil Code Sections 5650 and 5725 if such accounts have not been reinstated by the Notice of Intent to Lien expiration dates." Mrazek moved, and Knight seconded, to approve the aforementioned Two Notices of Delinquent Assessment. The motion was unanimously approved.**

**VI. Upcoming Meetings.**

- Budget Sessions: March 27, 2017, April 3, 2017 and April 10, 2017.**
- Regular and Executive Session: April 17, 2017.**

**VII. Meeting adjourned at 6:43 p.m.**

Approved by WCA Board of Directors April 17, 2017,

  
/s/ Nancy Girouard, Secretary

## **"Approved" WCA BOARD OF DIRECTORS MEETING MINUTES**

**March 20, 2017**

**I. Call to Order.** President Robert C. Blain called the meeting to order at 6:20 p.m. Directors present were Charlotte Cochran, Tom Knight, Joseph Lutz, Lubor Mrazek and Albert Repola. Nancy Girouard was absent. Also present were General Manager Tim Sutherland, Controller Lisa Trabert, Construction Manager Ronald A. Heron, Jr., and Assistant General Manager Loren Perciante.

### **II. Reports/Announcements.**

- Secretary's Report.** General Manager Sutherland reported that the Board received the 2017/2018 budget funding recommendation of 3%.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$220,461 through 2/28/2017. Repola also reported an operating fund balance of \$390,655 and a replacement fund balance of \$5,105,295. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
- Manager's Report.** General Manager Sutherland reported common utilities use for February 2017: Electric use is down -.2%; Natural Gas is up +17.7% and water use is up +4.2% at 75 gallons per unit per day. Sutherland also reported a total of 331 community rules violation notifications delivered to residents for February 2017. He also announced that "Onsite Owners" for February 2017 - as self-reported to office by owners - came in at 639 for 51.2%.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of February 2017, two new delinquent accounts were added to collection. As of February 28, 2017, there were a total of eight accounts in collection. WCA recorded two Notices of Delinquent Assessment and four Notices of Default against the subjected properties. Among the eight delinquent accounts, four accounts were under bankruptcy protection and two accounts were paying monthly installment through payment plans.

### **III. WCA Committees.**

- Architectural Control.** Assistant General Manager Perciante presented the following unit modifications:
  - **7 Captain Drive, C311: Studio.** The owner wishes to replace the existing bathtub for a walk-in shower unit. Mrazek moved, and Knight seconded, to approve the modifications to C311. The motion was unanimously approved.
  - **3 Captain Drive, D357: 2 Bedrooms.** The owner wishes to replace the existing bathtub for a walk-in shower unit and install kitchen cabinets that exceed the current set's height. Mrazek moved, and Knight seconded, to approve the modifications to D357. The motion was unanimously approved.
  - **6 Captain Drive, E239: 1 Bedroom.** This addendum to last month's approved application reflects the owners wish to install recessed and pendant lighting, upgrade the electrical panel, install three new GFCI outlets and upgrade three existing outlets to GFCI. Mrazek moved, and Knight seconded, to approve the modifications to E239. The motion was unanimously approved.

**WATERGATE COMMUNITY ASSOCIATION  
REPLACEMENT FUND  
BALANCE SHEET  
as of January 31, 2017**

**ASSETS:**

Cash	\$	465,084
Investments		<u>4,592,861</u>

**TOTAL ASSETS**

**\$ 5,057,945**

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	8,819
Due to Operating Fund		<u>95,828</u>

**TOTAL LIABILITIES**

**\$ 104,647**

Fund Balance as of July 1, 2016 (audited)	\$	4,100,704
Current Year Excess/(Deficit)		<u>852,594</u>

**Fund Balance as of January 31, 2017**

**\$ 4,953,298**

**TOTAL LIABILITIES AND FUND BALANCE**

**\$ 5,057,945**

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of January 31, 2017**

**ASSETS:**

Cash	\$ 497,212	
Investment	99,901	
Accounts Receivable-net of allowance for uncollectible accounts of \$83,340	23,756	
Other Receivable (Note 1.)	32,079	
Fixed assets, net accumulated depreciation of \$182,647	84,799	
Due from Replacement Fund	95,828	
Prepaid Health Insurance	42,164	
Prepaid Workers Compensation	8,205	
Prepaid Business Insurance	69,294	
Prepaid Income Taxes	14,353	
Other Prepaid Expenses (Note 2.)	30,625	
<b>TOTAL ASSETS</b>		<b>\$ 998,216</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$ 179,176	
Accrued Expenses	153,090	
Assessments Received In Advance	123,269	
Other Liabilities (Note 3.)	169,026	
<b>TOTAL LIABILITES</b>		<b>\$ 624,561</b>
 <b>FUND BALANCE</b>		
Fund Balance as of July 1, 2016 (audited)	\$ 261,063	
Current Year Excess/(Deficit)	112,592	
<b>Fund Balance as of January 31, 2017</b>		<b>373,655</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<b>\$ 998,216</b>

**Note 1. Other Receivable:** Laundry Income and others

**Note 2. Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Other Permits and Licenses...

**Note 3. Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

02/27/17

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the seventh (07) month period ended January 31, 2017 compared to the budget follows:

Period: 07/01/16-01/31/2017	Operating Fund	Replacement Fund	Total
<b>Actual Revenues</b>	\$ 3,148,943	\$ 1,187,643	\$ 4,336,586
<b>Budgeted Revenues</b>	3,139,422	1,208,138	4,347,560
Variance	\$ 9,521	\$ (20,495)	\$ (10,974)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 3,036,351		\$ 3,036,351
Mechanical Key Replacement		\$ 90,113	90,113
C&E Ctr Lobby Mailbox Access Control		37,236	37,236
Sanitary Sewer Replacement		87,040	87,040
All other replacements		120,660	120,660
<b>Total Actual Expenses</b>	\$ 3,036,351	\$ 335,049	\$ 3,371,400
<b>Budgeted Expenses</b>	3,218,834	1,316,742	4,535,576
Variance	\$ 182,483	\$ 981,693	\$ 1,164,176
 <b>Actual Net Excess/(Deficit)</b>	\$ 112,592	\$ 852,594	\$ 965,186
<b>Budgeted Net Excess/(Deficit)</b>	(79,412)	(108,604)	(188,016)
Variance to Budget	\$ 192,004	\$ 961,198	\$ 1,153,202

As of January 31, 2017, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	Operating Fund	Replacement Fund	Total
<b>Total Assets</b>	\$ 998,216	\$ 5,057,945	\$ 6,056,161
<b>Total Liabilities</b>	624,561	104,647	729,208
 <b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	112,592	852,594	965,186
<b>Fund Balance as of 01/31/2017:</b>	\$ 373,655	\$ 4,953,298	\$ 5,326,953

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- **4 Commodore Drive, D436: 1 Bedroom.** The owner wishes to replace the bathroom ceiling fan unit with one that includes a heating function. **Repola moved, and Girouard seconded, to approve the modifications to D436. The motion was unanimously approved.**
  
- **6 Captain Drive, E239: 1 Bedroom.** The owner wishes to replace the bathtub tiling surround, replace existing kitchen counters with a quartz set, extend the new kitchen countertops into an "island," replace the existing kitchen cabinets with a larger set, install a new hood fan above the kitchen stove, mount a television into the unit's living room, and remove load-bearing walls in between the kitchen and living room. Structural calculations are attached which indicate the use of beams, a column and shear walls for supplemental support along with drawings that depict the structural alterations in order to comply with City of Emeryville Building Department regulations. **Repola moved, and Girouard seconded, to approve the modifications to E239. The motion was unanimously approved.**

**IV. Consent Agenda - Items Below Approved by Unanimous General Consent.**

- Association Records - January 23, 2017 Regular Session Board Meeting Minutes.**
- Replacement Fund - Annual Fire Sprinkler Inspection - Redhawk for \$9,945.00.**

**V. New Business.**

- Notice of Motion - Motorcycle Security.** Secretary Girouard presented a detailed study of various motorcycle security options for Board consideration.

**VI. Upcoming Meetings.**

- Budget and Regular Session - March 20, 2017.**

**VII. Meeting adjourned at 7:26 p.m.**

Approved By WCA Board of Directors March 20, 2017,



/s/ Nancy Girouard, Secretary

**"APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES**

**February 28, 2017**

**I. Call to Order.** President Robert C. Blain called the meeting to order at 6:08 p.m. Directors present were Nancy Girouard, Joe Lutz (by phone), and Albert Repola. Charlotte Cochrane and Lubor Mrazek were absent. Vice - President Tom Knight joined the meeting during the motorcycle security discussion. Also present were General Manager Tim Sutherland, Controller Lisa Trabert, Construction Manager Ronald A. Heron, Jr., and Assistant General Manager Loren Perciante.

**II. Reports/Announcements.**

- Secretary's Report.** General Manager Sutherland reported that in Executive Session, the Board voted for an Authorization to Record One Notice of Default and Election to Sell for APN 049-1528-295.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$192,004 through 1/31/2017. Repola also reported an operating fund balance of \$373,655 and a replacement fund balance of \$4,953,298. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
- Manager's Report.** General Manager Sutherland reported common utilities use for January 2017: Electric use is down -3.6%; Natural Gas is down -.5% and water use is down -2.8% at 70 gallons per unit per day. Sutherland also reported a total of 87 community rules violation notifications delivered to residents for January 2017. He also announced that "Onsite Owners" for January 2017 - as self-reported to office by owners - came in at 639 for 51.2%.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of January 2017, one owner cured the delinquency and the collection account was closed. As of January 31, 2017, there were a total of six accounts in collection. WCA recorded two Notices of Delinquent Assessment and four Notices of Default against the subjected properties. Among the six delinquent accounts, four accounts were under bankruptcy protection and two accounts were paying monthly installment through payment plans.

**III. WCA Committees.**

- Architectural Control.** Assistant General Manager Perciante presented the following unit modifications:
  - **2 Admiral Drive, B287: 1 Bedroom.** The owner wishes to install a microwave/hood combination above the kitchen stove. Repola moved, and Girouard seconded, to approve the modifications to B287. The motion was unanimously approved.
  - **3 Captain Drive, D208: 2 Bedrooms.** The owner wishes to replace the bathroom ceiling fan unit. Repola moved, and Girouard seconded, to approve the modifications to D208. The motion was unanimously approved.
  - **4 Commodore Drive, D433: 1 Bedroom.** The owner wishes to remove the existing bathtub for a walk-in shower unit, replace the tub tiling surround, the bathroom ceiling fan unit, the existing kitchen cabinets with a larger set, the kitchen fan and the kitchen counters with a granite set. Repola moved, and Girouard seconded, to approve the modifications to D433. The motion was unanimously approved.

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**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
CONDENSED STATEMENT OF REVENUES AND EXPENSES  
For Period Ended 01/31/2017**

Description	Jan Actual	Jan Budget	Jan Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget
<b>REVENUES</b>							
Assessments	413,274	413,274	0	2,892,918	2,892,918	0	4,959,274
Laundry	17,000	15,500	1,500	117,850	108,500	9,350	186,000
Processing Fees	5,175	6,333	(1,158)	43,425	44,333	(908)	76,000
Parking & Storage Rental	3,420	3,327	93	22,925	23,287	(362)	39,920
Delinquency Finance & Late Charge	1,665	2,708	(1,043)	11,867	18,958	(7,091)	32,500
Insurance Claim Deduction Reimb.	-	0	-	7,314	0	7,314	-
Bad Debt Recovery	5,025	417	4,608	5,025	2,917	2,108	5,000
Other Sources Income (Note 1)	6,674	6,932	(258)	47,619	48,509	(890)	83,155
<b>** TOTAL REVENUES</b>	<b>452,233</b>	<b>448,490</b>	<b>3,743</b>	<b>3,148,943</b>	<b>3,139,422</b>	<b>9,521</b>	<b>5,381,849</b>
<b>EXPENSES</b>							
Operations	244,505	270,912	26,407	1,732,423	1,896,347	163,924	3,250,882
Utilities-Gas	30,777	19,242	(11,535)	160,151	134,692	(25,459)	230,900
Utilities-Electricity	26,003	27,917	1,914	208,418	195,417	(13,001)	335,000
Utilities-Water	35,514	43,528	8,014	261,683	304,696	43,013	522,336
Utilities-Garbage	16,955	17,250	295	117,718	120,750	3,032	207,000
Utilities-Cable TV	31,635	32,500	865	218,924	227,500	8,576	390,000
Utilities-Intercom, Elev. Phone, EV Station	3,185	2,115	(1,070)	18,066	14,802	(3,264)	25,375
Business Insurance	38,544	39,458	914	272,433	276,208	3,775	473,500
Other Expenses (Note 2)	7,275	6,918	(358)	46,535	48,423	1,888	83,010
<b>** TOTAL EXPENSES</b>	<b>434,393</b>	<b>459,839</b>	<b>25,446</b>	<b>3,036,351</b>	<b>3,218,834</b>	<b>182,483</b>	<b>5,518,003</b>
<b>ACTUAL EXCESS/(DEFICIT) OF REVENUES OVER EXPENSES</b>	<b>17,840</b>	<b>(11,349)</b>	<b>29,189</b>	<b>112,592</b>	<b>(79,412)</b>	<b>192,004</b>	<b>(136,154)</b>

**Note 1. Other Revenue Sources:**

Identification, Keys (For Mailbox & Storage), Hatchcover Advertising, Clipper Club Food and Beverage, Electric Vehicle Charge, Rules Fine, Unit Interior Modification Fees, CC&Rs and HOA Documents, Miscellaneous Revenues, Purchase Discount, Rebate, Bad Debt Recovery, Investment Interest...

**Note 2. Other Expenses:**

Legal & Compliance, Hatchcover Expenses, Depreciation, Bad Debt Expense, Income Taxes.

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of January 31, 2017**

**ASSETS:**

Cash	\$	497,212	
Investment		99,901	
Accounts Receivable-net of allowance for uncollectible accounts of \$83,340		23,756	
Other Receivable (Note 1.)		32,079	
Fixed assets, net accumulated depreciation of \$182,647		84,799	
Due from Replacement Fund		95,828	
Prepaid Health Insurance		42,164	
Prepaid Workers Compensation		8,205	
Prepaid Business Insurance		69,294	
Prepaid Income Taxes		14,353	
Other Prepaid Expenses (Note 2.)		30,625	
<b>TOTAL ASSETS</b>			<b>\$ 998,216</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	179,176	
Accrued Expenses		153,090	
Assessments Received In Advance		123,269	
Other Liabilities (Note 3.)		169,026	
<b>TOTAL LIABILITIES</b>			<b>\$ 624,561</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2016 (audited)	\$	261,063	
Current Year Excess/(Deficit)		112,592	
<b>Fund Balance as of January 31, 2017</b>			<b>373,655</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 998,216</b>

**Note 1. Other Receivable:** Laundry Income and others

**Note 2. Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Other Permits and Licenses...

**Note 3. Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

## 02/27/17

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the seventh (07) month period ended January 31, 2017 compared to the budget follows:

Period: 07/01/16-01/31/2017	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 3,148,943	\$ 1,187,643	\$ 4,336,586
<b>Budgeted Revenues</b>	3,139,422	1,208,138	4,347,560
Variance	\$ 9,521	\$ (20,495)	\$ (10,974)
<b>Actual Expenses</b>			
Operating fund expenses	\$ 3,036,351		\$ 3,036,351
Mechanical Key Replacement		\$ 90,113	90,113
C&E Ctr Lobby Mailbox Access Control		37,236	37,236
Sanitary Sewer Replacement		87,040	87,040
All other replacements		120,660	120,660
<b>Total Actual Expenses</b>	\$ 3,036,351	\$ 335,049	\$ 3,371,400
<b>Budgeted Expenses</b>	3,218,834	1,316,742	4,535,576
Variance	\$ 182,483	\$ 981,693	\$ 1,164,176
<b>Actual Net Excess/(Deficit)</b>	\$ 112,592	\$ 852,594	\$ 965,186
<b>Budgeted Net Excess/(Deficit)</b>	(79,412)	(108,604)	(188,016)
Variance to Budget	\$ 192,004	\$ 961,198	\$ 1,153,202

As of January 31, 2017, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 998,216	\$ 5,057,945	\$ 6,056,161
<b>Total Liabilities</b>	624,561	104,647	729,208
<b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	112,592	852,594	965,186
<b>Fund Balance as of 01/31/2017:</b>	<b>\$ 373,655</b>	<b>\$ 4,953,298</b>	<b>\$ 5,326,953</b>

- **Replacement Fund: Clipper Club Floor Register Replacements - Walter Mork for \$2,326.88. Knight moved, and Girouard seconded to authorize fabrication of 10 floor registers as proposed by Walter Mork and recommended by staff. The motion was unanimously approved.**
- **Operating Fund: Work Cart Replacement - Bay Area Golf Cart for \$11,426.38. Knight moved, and Girouard seconded to authorize the purchase of a grounds/maintenance work cart as proposed by Bay Area Golf Cart and recommended by staff. The motion was unanimously approved.**
- **Operating Fund: Office Copier Replacement - Caltronics for \$12,275.15. Knight moved, and Girouard seconded to authorize the purchase of a Konica Minolta Bizhub C458 Office Copier as proposed by Caltronics and recommended by staff. The motion was unanimously approved.**
- **Replacement Fund: Phase I - Sewer Replacement Engineering Team Design Proposals and Management Costs for Whole Project - Aliquot Associates Inc., for \$473,215.00 and a Phase 1 Overall Project Budget of \$1,171,680.00. Vice - President Knight made the following motion: "The EBMUD Sewer Lateral replacement program compliance is mandatory and applies to all residential properties in the East Bay - from Oakland to Alameda and Richmond - without exceptions. Condominiums were granted a ten-year window for compliance by 2021 whereas single family homes are required to be in compliance at the close of escrow for each transaction; many companies were invited to submit bids but only three did so. The Construction Manager has carefully vetted the three candidates and made his recommendation, which he believes is the best for Watergate. Based on his experience and professional judgement, I defer to his choice which I highly value. Any delay in this project will increase the cost to Watergate, a cost which at present is affordable without a special assessment thanks to the outstanding advanced planning by Staff. The project is expected to take thirty-eight months. So any significant delays may jeopardize completion of the project by the deadline for compliance. There will be unforeseen problems and unpleasant surprises during this project but those must be anticipated and will be handled with utmost care for the Community and the budget. And with these considerations in mind, I move this motion." Director Lutz then seconded the aforementioned motion to approve the engineering team bid of \$473,215.00 as proposed by Aliquot Associates Inc., and recommended by staff along with a Phase 1 overall project budget of \$1,171,680 including construction management. The motion was unanimously approved.**

**V. Notice of Motion.**

- **General Manager Sutherland explained the procedures for a notice of motion for board members to add items of common interest for discussion at an upcoming board meeting. Secretary Girouard placed a notice of motion to discuss Motorcycle security at the February 27, 2017 board meeting with the support of a second board member Vice-President Knight. The item is duly placed on the February 27, 2017 board meeting agenda.**

**VI. Upcoming Meetings.**

- **Regular and Executive Session - February 27, 2017.**

**VII. Meeting adjourned at 6:50 p.m.**

Approved By WCA Board of Directors February 28, 2017

  
/s/ Nancy Girouard, Secretary

**"APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES**

**January 23, 2017**

**I. Call to Order.** President Robert C. Blain called the meeting to order at 6:10 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz, and Albert Repola. Lubor Mrazek was absent. Also present were General Manager Tim Sutherland, Controller Lisa Trabert, Construction Manager Ronald A. Heron, Jr., and Assistant General Manager Loren Perciante.

**II. Reports/Announcements.**

- Secretary's Report.** Secretary Girouard reported that in Executive Session, the Board discussed personnel issues and replacement fund payroll.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$163,999 through 12/31/2016. Repola also reported an operating fund balance of \$356,989 and a replacement fund balance of \$4,805,936. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com). Repola thanked the staff for excellent budget performance.
  - **Quarterly Review of Accounts.** Knight moved, and Girouard seconded, to accept the Quarterly Review of Accounts. The motion was unanimously approved.
- Manager's Report.** General Manager Sutherland reported common utilities use for December 2016: Electric use is down -1.8%; Natural Gas is up at +3.5% and water use is down -6.4% at 73 gallons per unit per day. Sutherland also reported a total of 149 community rules violation notifications delivered to residents for December 2016. He also announced that "Onsite Owners" for December 2016 - as self-reported to office by owners - remains steady at 634 for 50.8%.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of December 2016, two owners cured the delinquency and the collection accounts were closed. One account was added to collection. As of December 31, 2016, there were a total of seven accounts in collection. WCA recorded two Notices of Delinquent Assessment and four Notices of Default against the subjected properties. Among the seven delinquent accounts, four accounts were under bankruptcy protection.

**III. Consent Agenda - Items Below Approved by Unanimous General Consent.**

- Association Records – December 12, 2016 Regular Session Board Meeting Minutes.**
- WCA Committees – Approve New ACC Committee Member; Owner of A278.**

**IV. New Business.**

- Collections - Board Resolution to Record One Notice of Delinquent Assessment.** Treasurer Repola read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Notice of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the property bearing Assessor's Parcel Number 049-1528-295, as authorized by Civil Code Sections 5650 and 5725 if such account has not been reinstated by the Notice of Intent to Lien expiration date." Knight moved, and Lutz seconded, to approve the aforementioned Notice of Delinquent Assessment. The motion was unanimously approved.

W/6

**Watergate Community Association**  
**Replacement Fund**  
**INCOME STATEMENT**  
 For Period Ended 11/30/2016

2016/2017

Reserve  
Study

Account Description	Nov Actual	YTD Actual	Reserve Study
<b>** REVENUES</b>			
Assessment	\$ 168,000	\$ 840,000	\$ 2,015,997
Interest Income	1,684	7,666	55,097
<b>** TOTAL REVENUES</b>	<b>\$ 169,684</b>	<b>\$ 847,666</b>	<b>\$ 2,071,094</b>

Account Description	Nov Actual	YTD Actual	Reserve Study
<b>** REPLACEMENT EXPENSES</b>			
Sanitary Sewer Replacement	12,176	59,563	1,028,239
Concrete Deck-Anchor & Bldg B Pools	260	260	0
Concrete Sidewalk Repair			30,000
Re-plastering Swimming Pool-Bldg B,D			109,046
Carpet Replc-Anchor Club Hallway & C/C Lockers	260	260	0
Clipper Club Pool Room Dividers-for Package Lock up			0
Swimming Pool Leak Repairs - Bldg B Pool		6,539	0
Electrical Street Lights & Poles			50,000
Irrigation 1.5" Air Gap Device - Courtyard			21,000
Tree & Plant Replacement (Prior yr carried over)			0
Tree, Turf & Planting Replacement			20,000
Elevator Jacks			160,000
Elevator Circuit Board Replacement-3 Commod		1,474	0
Fire Alarm Annual Testing			16,000
Hallway Smoke Doors & Overhead Smoke Doors			30,000
Mailbox Enclosures @ Bldg C & E Ctr Core	10,669	37,236	30,000
Clipper Club Roof Gutter Covers			0
Boardwalk Wood Replacement	3,589	8,044	10,375
Unit Balcony Beam Replacement - F377		3,447	7,500
Courtyard Cap Slab Repair			25,000
Trash Chute Door Replacement Allow.		1,367	5,200
Post Tensioned Conc. Slab Repair-F Bldg	7,500	8,531	20,000
Recreation Area Access Control	2,334	3,955	20,000
Rekey Buildings	8,506	87,192	325,000
Gym Exer. Equipment Replacement		22,554	15,000
Automatic Doors (Prior Yr carried over)			0
Automatic Doors			24,000
Storm Sewer- Anchor Drive			40,000
Interior Renov. Finishes (Incl. Exterior Signs, Monuments)		39,940	0
Fence Extension @ Market		1,500	0
Other Major Repairs & Replacements			270,912
<b>*** TOTAL EXPENSES</b>	<b>45,294</b>	<b>281,862</b>	<b>2,257,272</b>
<b>NET EXCESS/(DEFICIT)</b>	<b>124,390</b>	<b>565,804</b>	<b>(186,178)</b>

**ADDITIONAL INFORMATION**

A	B	C	D (D=A-B-C)	Completion	Present Mgt. Forecast
Board Approved Budget	Prior Years Spent	2016/2017 YTD Spent	Board Apprd Bdg Remaining	Board Approved	
12,835	7,583	59,563	12,575		
10,060		260	9,800		
2,115		0	2,115		
7,847		6,539	1,308		Completed
3,737	2,363		1,374	N/A	On going
1,474		1,474	0		Completed
39,105	1,767	37,236	102		Completed
8,892		0	8,892		On going
10,886		8,044	2,842		Completed
4,538		3,447	1,091		Completed
1,367		1,367	0		Completed
11,310		8,531	2,779		Nov 2016
		3,955			Dec 2016
94,888	3,394	87,192	4,302		Completed
22,554		22,554	0		On going
12,851	8,451		4,400		Completed
6,167,845	5,838,302	39,940	289,603	May 2016	Completed
1,870		1,500	370		Completed



**WATERGATE COMMUNITY ASSOCIATION  
REPLACEMENT FUND  
BALANCE SHEET  
as of November 30, 2016**

**ASSETS:**

Cash	\$ 221,199
Investments	<u>4,519,147</u>

**TOTAL ASSETS** \$ 4,740,346

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$ 2,621
Due to Operating Fund	<u>71,217</u>

**TOTAL LIABILITIES** \$ 73,838

Fund Balance as of July 1, 2016 (audited)	\$ 4,100,704
Current Year Excess/(Deficit)	<u>565,804</u>

**Fund Balance as of November 30, 2016** \$ 4,666,508

**TOTAL LIABILITIES AND FUND BALANCE** \$ 4,740,346

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
CONDENSED STATEMENT OF REVENUES AND EXPENSES  
For Period Ended 11/30/2016**

Description	Nov Actual	Nov Budget	Nov Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget
<b>REVENUES</b>							
Assessments	413,274	413,274	0	2,066,370	2,066,370	(0)	4,959,274
Laundry	16,000	15,500	500	81,903	77,500	4,403	186,000
Processing Fees	4,050	6,333	(2,283)	31,725	31,667	58	76,000
Parking & Storage Rental	3,420	3,327	93	16,085	16,633	(548)	39,920
Delinquency Finance & Late Charge	2,188	2,708	(520)	8,790	13,542	(4,752)	32,500
Insurance Claim Deduction Reimb.	7,314	0	7,314	7,314	0	7,314	-
Other Sources Income (Note 1)	5,253	7,348	(2,095)	31,500	36,729.25	(5,229)	88,155
<b>** TOTAL REVENUES</b>	<b>451,499</b>	<b>448,490</b>	<b>3,009</b>	<b>2,243,687</b>	<b>2,242,441</b>	<b>1,246</b>	<b>5,381,849</b>
<b>EXPENSES</b>							
Operations	244,640	270,912	26,272	1,229,842	1,354,534	124,692	3,250,882
Utilities-Gas	23,345	19,242	(4,103)	99,014	96,212	(2,802)	230,900
Utilities-Electricity	26,218	27,917	1,699	156,562	139,583	(16,979)	335,000
Utilities-Water	33,610	43,528	9,918	192,406	217,640	25,234	522,336
Utilities-Garbage	16,795	17,250	455	83,970	86,250	2,280	207,000
Utilities-Cable TV	31,205	32,500	1,295	156,084	162,500	6,416	390,000
Utilities-Intercom, Elev. Phone, EV Stator	1,856	2,115	259	10,486	10,573	87	25,375
Business Insurance	38,982	39,458	476	194,908	197,292	2,384	473,500
Other Expenses (Note 2)	6,588	6,918	330	34,177	34,588	411	83,010
<b>** TOTAL EXPENSES</b>	<b>423,239</b>	<b>459,839</b>	<b>36,600</b>	<b>2,157,449</b>	<b>2,299,172</b>	<b>141,723</b>	<b>5,518,003</b>
<b>ACTUAL EXCESS/(DEFICIT) OF REVENUES OVER EXPENSES</b>	<b>28,260</b>	<b>(11,349)</b>	<b>39,609</b>	<b>86,238</b>	<b>(56,731)</b>	<b>142,969</b>	<b>(136,154)</b>

**Note 1. Other Revenue Sources:**

Identification, Keys (For Mailbox & Storage), Hatchcover Advertising, Clipper Club Food and Beverage, Electric Vehicle Charge, Rules Fine, Unit Interior Modification Fees, CC&Rs and HOA Documents, Miscellaneous Revenues, Purchase Discount, Rebate, Bad Debt Recovery, Investment Interest...

**Note 2. Other Expenses:**

Legal & Compliance, Hatchcover Expenses, Depreciation, Bad Debt Expense, Income Taxes.

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of November 30, 2016**

**ASSETS:**

Cash	\$	368,318	
Investment		84,959	
Accounts Receivable-net of allowance for uncollectible accounts of \$101,315		24,461	
Other Receivable (Note 1.)		16,000	
Fixed assets, net accumulated depreciation of \$179,575		87,871	
Due from Replacement Fund		71,217	
Prepaid Health Insurance		41,852	
Prepaid Workers Compensation		5,689	
Prepaid Business Insurance		136,652	
Prepaid Income Taxes		14,353	
Other Prepaid Expenses (Note 2.)		28,817	
<b>TOTAL ASSETS</b>			<b>\$ 880,189</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	61,772	
Accrued Expenses		201,739	
Assessments Received In Advance		100,602	
Other Liabilities (Note 3.)		168,775	
<b>TOTAL LIABILITES</b>			<b>\$ 532,888</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2016 (audited)	\$	261,063	
Current Year Excess/(Deficit)		86,238	
<b>Fund Balance as of November 30, 2016</b>			<b>347,301</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 880,189</b>

**Note 1. Other Receivable:** Laundry Income and others

**Note 2. Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

**Note 3. Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

12/12/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the fifth (05) month period ended November 30, 2016 compared to the budget follows:

Period: 07/01/16-11/30/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 2,243,687	\$ 847,666	\$ 3,091,353
<b>Budgeted Revenues</b>	2,242,441	862,956	3,105,397
Variance	\$ 1,246	\$ (15,290)	\$ (14,044)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 2,157,449		\$ 2,157,449
Mechanical Key Replacement		\$ 87,192	87,192
C&E Ctr Lobby Mailbox Access Control		37,236	37,236
All other replacements		157,434	157,434
<b>Total Actual Expenses</b>	\$ 2,157,449	\$ 281,862	\$ 2,439,311
<b>Budgeted Expenses</b>	2,299,172	940,530	3,239,702
Variance	\$ 141,723	\$ 658,668	\$ 800,391
 <b>Actual Net Excess/(Deficit)</b>	\$ 86,238	\$ 565,804	\$ 652,042
<b>Budgeted Net Excess/(Deficit)</b>	(56,731)	(77,574)	(134,305)
Variance to Budget	\$ 142,969	\$ 643,378	\$ 786,347

As of November 30, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 880,189	\$ 4,740,346	\$ 5,620,535
<b>Total Liabilities</b>	532,888	73,838	606,726
 <b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	86,238	565,804	652,042
 <b>Fund Balance as of 11/30/2016:</b>	<u>\$ 347,301</u>	<u>\$ 4,666,508</u>	<u>\$ 5,013,809</u>

BRD.16.177

**IV. Consent Agenda - Items Below Approved by Unanimous General Consent.**

- Association Records - November 21, 2016 Regular Session Board Meeting Minutes.**
- Routine Operating Fund Item: Pacific Compensation Workers Compensation Insurance Renewal - Estimated Premium of \$63,020 thru 12/31/2017.**
- Routine Operating Fund Item: Chargepoint Annual Subscription Renewal for Charging Stations - \$1,680 (6 ports x \$280 per Port) thru December 31, 2017.**
- Routine Operating Fund Item: Caltronics Office Copier Maintenance Annual Contract for \$2,563.98 thru November 16, 2017.**
- Governance: Corporate Meeting Calendar for 2017.**
- WCA Committees: Approval of ACC, Landscape and Finance Committee Volunteers for 2017**
- Association Records: Annual Audit and Tax Preparation Services - Allen & Cook for \$7,800.**
- Replacement Fund: 3 Year Inspection - Reserve Study Update \$1,500, plus \$125 per Hour for Additional Meetings.**

**V. New Business.**

- Collections - Board Resolution to Record One Notice of Delinquent Assessment. Treasurer Repola read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Notice of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the property bearing Assessor's Parcel Number 049-1529-178, as authorized by Civil Code Sections 5650 and 5725 if such account has not been reinstated by the Notice of Intent to Lien expiration date." Knight moved, and Lutz seconded, to approve the aforementioned Notice of Delinquent Assessment. The motion was unanimously approved.**

**VI. Upcoming Meetings.**

- Regular and Executive Session - January 23, 2017.**

**VII. Meeting adjourned at 7:36 p.m.**

Respectfully Submitted,



/s/ Nancy Girouard, Secretary

# "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

December 12, 2016

**I. Call to Order.** President Robert C. Blain called the meeting to order at 7:12 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz, Lubor Mrazek and Albert Repola. Also present were General Manager Tim Sutherland, Controller Lisa Trabert and Assistant General Manager Loren Perciante.

## **II. Reports/Announcements.**

- Secretary's Report.** Secretary Girouard reported that in Executive Session, the Board of Directors conducted rules violation hearings for the owner of D457 and the owner of E553. The Board voted to fine the owner of D457 \$500 for landscape damaging activities, and fined the owner of E553 \$350 for repeated excessive noise nuisances.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$142,969 through 11/30/2016. Repola also reported an operating fund balance of \$347,301 and a replacement fund balance of \$4,666,508. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
- Manager's Report.** General Manager Sutherland reported common utilities use for November 2016: Electric use is down -1.2%; Natural Gas is up slightly at +.4% and water use is down -9.7% at 72 gallons per unit per day. Sutherland also reported a total of 179 community rules violation notifications delivered to residents for November 2016. He also announced that "Onsite Owners" for November 2016 - as self-reported to office by owners - came in at 634 for 50.8%. In closing out his report, Sutherland announced that 75 unit owners were receiving violation letters for installing weather stripping on the outside frame of the unit hallway doors in violation of the community rules. He explained that weather stripping must be installed on the inside door jamb not viewable by others walking in the newly renovated hallways.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of November 2016, one account was added to collection. As of November 30, 2016, there were a total of eight accounts in collection. WCA recorded two Notices of Delinquent Assessment and five Notices of Default against the subjected properties. Among the eight delinquent accounts, four accounts were under bankruptcy protection, and one owner was making installments toward an ongoing payment plan.

## **III. WCA Committees.**

- Architectural Control.** Assistant General Manager Perciante presented the following unit modifications:
  - > **8 Admiral Drive, A228: 2 Bedroom.** The owner wishes to replace both of the unit bathrooms' tub tiling surrounds (one with quartz panels and the other with tiling); replace the kitchen cabinets, exceeding the current set's height; and install new granite countertops. **Mrazek moved, and Knight seconded, to approve the modifications to A228 pending receipt of all building permits and the repair of all discovered dry rot. The motion was unanimously approved.**
  - > **3 Admiral Drive, F371: 1 Bedroom.** The owner wishes to replace the existing bathtub with a walk in shower unit, replace the tub tiling surround, and install a new bathroom ceiling fan units. **Knight moved, and Mrazek seconded, to approve the modifications to F371 pending receipt of all building permits and the repair of all discovered dry rot. The motion was unanimously approved.**

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**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of November 30, 2016**

**ASSETS:**

Cash	\$	368,318	
Investment		84,959	
Accounts Receivable-net of allowance for uncollectible accounts of \$101,315		24,461	
Other Receivable (Note 1.)		16,000	
Fixed assets, net accumulated depreciation of \$179,575		87,871	
Due from Replacement Fund		71,217	
Prepaid Health Insurance		41,852	
Prepaid Workers Compensation		5,689	
Prepaid Business Insurance		136,652	
Prepaid Income Taxes		14,353	
Other Prepaid Expenses (Note 2.)		28,817	
<b>TOTAL ASSETS</b>			<b>\$ 880,189</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	61,772	
Accrued Expenses		201,739	
Assessments Received In Advance		100,602	
Other Liabilities (Note 3.)		168,775	
<b>TOTAL LIABILITES</b>			<b>\$ 532,888</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2016 (audited)	\$	261,063	
Current Year Excess/(Deficit)		86,238	
<b>Fund Balance as of November 30, 2016</b>			<b>347,301</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 880,189</b>

**Note 1. Other Receivable:** Laundry Income and others

**Note 2. Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

**Note 3. Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

## 12/12/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the fifth (05) month period ended November 30, 2016 compared to the budget follows:

Period: 07/01/16-11/30/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 2,243,687	\$ 847,666	\$ 3,091,353
<b>Budgeted Revenues</b>	2,242,441	862,956	3,105,397
Variance	\$ 1,246	\$ (15,290)	\$ (14,044)
<b>Actual Expenses</b>			
Operating fund expenses	\$ 2,157,449		\$ 2,157,449
Mechanical Key Replacement		\$ 87,192	87,192
C&E Ctr Lobby Mailbox Access Control		37,236	37,236
All other replacements		157,434	157,434
<b>Total Actual Expenses</b>	\$ 2,157,449	\$ 281,862	\$ 2,439,311
<b>Budgeted Expenses</b>	2,299,172	940,530	3,239,702
Variance	\$ 141,723	\$ 658,668	\$ 800,391
<b>Actual Net Excess/(Deficit)</b>	\$ 86,238	\$ 565,804	\$ 652,042
<b>Budgeted Net Excess/(Deficit)</b>	(56,731)	(77,574)	(134,305)
Variance to Budget	\$ 142,969	\$ 643,378	\$ 786,347

As of November 30, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 880,189	\$ 4,740,346	\$ 5,620,535
<b>Total Liabilities</b>	532,888	73,838	606,726
<b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	86,238	565,804	652,042
<b>Fund Balance as of 11/30/2016:</b>	<u>\$ 347,301</u>	<u>\$ 4,666,508</u>	<u>\$ 5,013,809</u>



- **4 Anchor Drive, F230: Studio.** This addendum to a previously approved application from August 2016 outlines the owner's wishes to remove (x2) non-load bearing walls in the kitchen to allow for more cabinet space. Structural report received by Board. **Lutz moved, and Mrazek seconded, to approve the modifications to F230 pending receipt of all building permits. The motion was unanimously approved.**

**V. Consent Agenda - Item Below Approved by Unanimous General Consent.**

- Association Records - October 17, 2016 Regular Session Board Meeting Minutes.**

**VI. Old Business.**

- Replacement Fund - Clipper Club Roof Gutter Covers.** After discussing the issue, Lutz moved and Mrazek seconded, to approve the proposal from GutterDome in the amount of \$8,892.00 to be paid for out of the replacement fund. The motion was unanimously approved.

**VII. New Business.**

- Replacement Fund – Anchor, B and D Pool Deck Repairs.** After discussing the item, Repola moved, and Cochrane seconded, to approve the repair bid presented by BCP Concrete for \$6,500.00, and an overall project budget of \$12,835.00. The motion was unanimously approved.
- Replacement Fund - Carpet Replacement in Clipper Club and Anchor Club Gym Areas.** After discussing the item, Lutz moved, and Mrazek seconded, to accept the bid from Floor Covering International in the amount of \$8,695.00 and an overall project budget of \$10,059.50. The motion was unanimously approved.
- Operating Fund - Room Dividers for Pool Room Package Lock Up.** After discussing this issue, Cochrane moved, and Girouard seconded, to authorize the purchase of room dividers from Kantor's Office Supply for \$2,114.56 to be paid for out of the operating fund. Cochrane, Girouard, Knight, Lutz and Repola voted for the motion with Mrazek opposed. The motion was approved.

**VI. Upcoming Meetings.**

- Regular and Executive Session – December 12, 2016.**

**VII. Meeting adjourned at 8:00 p.m.**

Approved by WCA Board of Directors  
December 11, 2016

  
/s/ Nancy Girouard, Secretary

## "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

November 21, 2016

- I. Call to Order.** President Robert C. Blain teleconferenced in to call the meeting to order at 7:07 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz, Lubor Mrazek and Albert Repola. Also present were General Manager Tim Sutherland, Controller Lisa Trabert and Assistant General Manager Loren Perciante. *President Blain excused himself from the meeting after Agenda Item II at which time Vice President Knight chaired the rest of the meeting.*
- II. Election of Officers.** The following Board members were nominated and seconded and voted in for the following officer positions: **Robert C. Blain, President - seconded by Albert Repola; Tom Knight, Vice President - seconded by Robert C. Blain; Albert Repola - Treasurer - seconded by Tom Knight; and Nancy Girouard, Secretary - seconded by Albert Repola.**
- III. Reports/Announcements.**
- Secretary's Report.** Secretary Girouard reported that in an Executive Session, the Board of Directors discussed legal issues.
  - Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$116,447 through 10/31/2016. Repola also reported an operating fund balance of \$332,132 and a replacement fund balance of \$4,542,123. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
  - Manager's Report.** General Manager Sutherland reported common utilities use for October 2016: Electric -5%; Natural Gas +11.7%; Water +1.3% at 78 gallons per unit per day. Sutherland also reported a total of 112 community total rules violation letters sent to owners for the month of October 2016. He also announced that "Onsite Owners" for October 2016 - as self-reported to office by owners - came in at 638 for 51.1%.
  - Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of October 2016, two owners cured the delinquency and the collection accounts were closed. As of October 31, 2016, there were a total of seven accounts in collection. WCA recorded two Notices of Delinquent Assessment and five Notices of Default against the subjected properties. Among the seven delinquent accounts, four accounts were under bankruptcy protection, and one owner was making installments toward an ongoing payment plan.
- IV. WCA Committees.**
- Architectural Control.** Assistant General Manager Perciante presented the following unit modifications:
    - **3 Commodore Drive, B355: 1 Bedroom.** The owner wishes to replace the bathroom tub for a walk-in shower unit, replace the tub tiling surround and ceiling fan, install new kitchen cabinets that exceed the current set's height, relocate the refrigerator into the entry closet area, replace the kitchen stove hood, remove and replace the ceiling sheetrock throughout the unit and install a ceiling fan in the living room and bedroom. **Mrazek moved, and Lutz seconded, to approve the modifications to B355 pending receipt of all building permits and the repair of all discovered dry rot. The motion was unanimously approved.**

# Treasurer's Report

## 10/17/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the third (03) month period ended September 30, 2016 compared to budget follows:

Period: 07/01/16-09/30/16	<b>Operating Fund</b>	<b>Replacement Fund</b>	<b>Total</b>
<b>Actual Revenues</b>	\$ 1,349,226	\$ 508,124	\$ 1,857,350
<b>Budgeted Revenues</b>	1,345,465	517,774	1,863,238
Variance	\$ 3,761	\$ (9,650)	\$ (5,888)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 1,283,154		\$ 1,283,154
Mechanical Key Replacement		\$ 68,682	68,682
C&E Ctr Lobby Mailbox Access Control		26,279	26,279
All other replacements		109,472	109,472
<b>Total Actual Expenses</b>	\$ 1,283,154	\$ 204,433	\$ 1,487,587
<b>Budgeted Expenses</b>	1,379,502	564,318	1,943,820
Variance	\$ 96,348	\$ 359,885	\$ 456,233
 <b>Actual Net Excess/(Deficit)</b>	\$ 66,072	\$ 303,691	\$ 369,763
<b>Budgeted Net Excess/(Deficit)</b>	(34,037)	(46,545)	(80,582)
Variance to Budget	\$ 100,109	\$ 350,236	\$ 450,345

As of September 30, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<b>Operating Fund</b>	<b>Replacement Fund</b>	<b>Total</b>
<b>Total Assets</b>	\$ 982,792	\$ 4,562,982	\$ 5,545,774
<b>Total Liabilities</b>	655,657	158,587	814,244
 <b>Fund Balance as of 07/01/2016:</b> (audited)	261,063	4,100,704	4,361,767
Current Year Excess/(Deficit)	66,072	303,691	369,763
 <b>Fund Balance as of 09/30/2016:</b>	\$ 327,135	\$ 4,404,395	\$ 4,731,530

- **3 Captain Drive, D302: 2 Bedroom.** The owner wishes to replace the existing bath tub and associated tiling surround, replace the bathroom ceiling fan, reconfigure the valve and controls to the shower and install a new 2" inch drain line and LED light inside the shower unit. Knight moved, and Mrazek seconded, to approve the modifications to D302 pending receipt of all building permits. The motion was unanimously approved.
- **3 Admiral Drive, F358: 1 Bedroom.** The owner of this unit wishes to replace the existing bath tub and tiled surround and install a new walk-in shower unit with frameless doors and a new tile surround. Knight moved, and Mrazek seconded, to approve the modifications to F358 pending receipt of all building permits. The motion was unanimously approved.

**IV. Consent Agenda - Item Listed Approved by Unanimous General Consent.**

- Association Records - September 19, 2016 Regular Session Board Meeting Minutes.**
- Operations - ThyssenKrupp Elevator Maintenance for \$4,374 per month through October 31, 2017.**

**V. New Business.**

- Operating Fund - Carpet Cleaning Machine.** After discussion, Knight moved, and Lutz seconded, to authorize the purchase of a Carpet Cleaning Machine from Bay Area Floor Machine in the amount of \$7,441.55 to be depreciated over five years. The motion was unanimously approved.
- Replacement Fund - Clipper Club Roof Gutter Covers.** After discussion, Knight moved, and Repola seconded, to table the item until staff brings back information on existing installations and relevant property owners' experience with the proposed product and service. The motion to table was unanimously approved.

**VI. Upcoming Meetings.**

- Regular and Executive Session - November 21, 2016.**

**VII. Meeting adjourned at 7:44 p.m.**

Approved By WCA Board of Directors  
November 21, 2016

  
/s/ Nancy Girouard, Secretary

## "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

October 17, 2016

**I. Call to Order.** President Robert C. Blain called the meeting to order at 7:03 p.m. Directors present were Tom Knight, Joe Lutz, Lubor Mrazek and Albert Repola. Charlotte Cochran and Nancy Girouard were absent. Also present were General Manager Tim Sutherland, Controller Lisa Trabert, Assistant General Manager Loren Perciante and Construction Manager Ronald A. Herron, Jr.

### **II. Reports/Announcements.**

**Secretary's Report.** Vice-President Knight reported that the Board fined the owner of F258 \$1,050 for repeated and verified noise violations. The Board also reviewed and approved executive session minutes for July 18, 2016, August 22, 2016 and September 19, 2016.

**Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$100,109 through 9/30/2016. Repola also reported an operating fund balance of \$327,135 and a replacement fund balance of \$4,404,395 for a total of \$4,731,530. The full report is available at the WCA office and watergatehoa.com.

➤ **Quarterly Review of Accounts.** Knight moved, and Mrazek seconded, to accept the Quarterly Review of Accounts. The motion was unanimously approved.

**Manager's Report.** General Manager Sutherland reported the following: September 2016 common area utility use: Electric +.6%; Natural Gas +22.3% - up due to a cooler month of evenings for the month of September 2016 resulting in more air handler heating this year compared to no minimal heating at night for September 2015; Water use is up +1.3% at 77 gallons per unit per day; 70 rules violation notices were issued September 2016. Onsite owner count reported by owners is 636 for 50.9%. Sutherland also reported on a projected 1.2% to 1.9% additional assessment increase (on top of the normal projected 3% assessment increase) next year due to requirements set forth in the Emeryville Minimum Wage Ordinance ("MWO").

**Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of September 2016, one owner cured the delinquency and the collection account was closed. One account was added to the collection list. As of September 30, 2016, there were a total of nine accounts in collection. WCA recorded three Notices of Delinquent Assessment and five Notices of Default against the subjected properties. Among the nine delinquent accounts, three accounts were under bankruptcy protection and two owners were making monthly installments toward ongoing payment plans.

### **III. WCA Committees.**

**Architectural Control Committee.** Assistant General Manager Perciante reported the following unit modifications:

➤ **7 Captain Drive, C402: 1 Bedroom.** The owner wishes to install four new electrical duplex outlets with three being GFI. One will be located at the newly installed wet bar, two in the bathroom and one in the bedroom closet. Mrazek recused himself from the vote as he is the unit owner. Knight moved, and Repola seconded, to approve the modifications to C402 pending receipt of all building permits. The motion was unanimously approved.

# Treasurer's Report

09/19/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the second (02) month period ended August 31, 2016 compared to the budget follows:

Period: 07/01/16-08/31/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 897,612	\$ 338,676	\$ 1,236,288
<b>Budgeted Revenues</b>	896,976	345,182	1,242,158
Variance	\$ 636	\$ (6,506)	\$ (5,870)
<b>Actual Expenses</b>			
Operating fund expenses	\$ 841,167		\$ 841,167
Mechanical Key Replacement		\$ 58,660	58,660
C&E Ctr Lobby Mailbox Access Control		16,279	16,279
All other replacements		67,246	67,246
<b>Total Actual Expenses</b>	\$ 841,167	\$ 142,185	\$ 983,352
<b>Budgeted Expenses</b>	919,667	376,212	1,295,879
Variance	\$ 78,500	\$ 234,027	\$ 312,527
<b>Actual Net Excess/(Deficit)</b>	\$ 56,445	\$ 196,491	\$ 252,936
<b>Budgeted Net Excess/(Deficit)</b>	(22,691)	(31,030)	(53,721)
Variance to Budget	\$ 79,136	\$ 227,521	\$ 306,657

As of August 31, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 948,018	\$ 4,426,647	\$ 5,374,665
<b>Total Liabilities</b>	631,260	131,588	762,848
<b>Fund Balance as of 07/01/2016:</b> (unaudited)	260,313	4,098,568	4,358,881
Current Year Excess/(Deficit)	56,445	196,491	252,936
<b>Fund Balance as of 08/31/2016:</b>	<u>\$ 316,758</u>	<u>\$ 4,295,059</u>	<u>\$ 4,611,817</u>

- **4 Anchor Drive, F226: 1 Bedroom.** The owner of this unit wishes to replace the existing bath tub and associated tiling surround and install a new walk-in shower unit with possible plumbing modifications needed. Other work includes the four recessed can lights in the bedroom and two more in the bathroom, and a new quartz kitchen countertop. **Knight moved, and Mrazek seconded, to approve the modifications to F226 pending receipt of all building permits. The motion was unanimously approved.**
- **2 Anchor Drive, F276: 1 Bedroom:** The owner wishes to replace the existing bath tub and associated tiling surround, and replace the kitchen countertop with a granite set. **Knight moved, and Mrazek seconded, to approve the modifications to F276 pending receipt of all building permits. The motion was unanimously approved.**
- **2 Anchor Drive, F490: Studio:** The owner wishes to replace the existing bath tub and associated tiling surround, replace the bathroom ceiling fan and install new 39" cabinets with a new microwave/hood combination above the stove, and as part of the newly installed cabinets install a breakfast counter leaving the existing post in place. **Knight moved, and Mrazek seconded, to approve the modifications to F490 pending receipt of all building permits. The motion was unanimously approved.**

**Landscape Committee.** No board action items.

**IV. Consent Agenda - Item Listed Approved by Unanimous General Consent.**

**Association Records - August 22, 2016 Regular Session Board Meeting Minutes**

**V. New Business.**

**Replacement Fund - Boardwalk Wood Replacement.** After discussion, **Knight moved, and Girouard seconded, to authorize \$8,088.80 for wood from Channel lumber and \$2,804.86 for stainless steel screws to Truitt & White. The motion was unanimously approved.**

**VI. Upcoming Meetings.**

**Regular and Executive Session - October 17, 2016.**

**VII. Meeting adjourned at 7:25 p.m.**

Approved by WCA Board of Directors  
October 17, 2016

  
/s/ Nancy Girouard, Secretary

## "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

September 19, 2016

**I. Call to Order.** President Robert C. Blain called the meeting to order at 7:04 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Lubor Mrazek and Albert Repola. Joe Lutz was absent. Also present were General Manager Tim Sutherland, Controller Lisa Trabert, Assistant General Manager Loren Perciante and Construction Manager Ronald A. Herron, Jr.

### II. Reports/Announcements.

- Secretary's Report.** The Board reviewed and approved executive session minutes.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$79,136 through 8/31/2016. Repola also reported an operating fund balance of \$316,758 and a replacement fund balance of \$4,295,059 for a total of \$4,611,817. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
- Manager's Report.** General Manager Sutherland reported the following: August 2016 common area utility use: Electric +1.8%; Natural Gas +16.8% - up due to a cooler month of evenings for the month of August 2016 resulting in more air handler heating this year compared to no heating at night for the August 2015; Water use is up +4.0% at 79 gallons per unit per day; 80 rules violation notices were issued August 2016. Onsite owner count reported by owners is 633 for 50.7%. Sutherland also reported on the positive staffing changes at WCA office.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of August 2016, one owner cured the delinquency and the collection account was closed. As of August 31, 2016, there were a total of nine accounts in collection. WCA recorded three Notices of Delinquent Assessment and six Notices of Default against the subjected properties. Among the nine delinquent accounts, three accounts were under bankruptcy protection and four owners were making monthly installments toward ongoing payment plans.

### III. WCA Committees.

- Architectural Control Committee.** Assistant General Manager Perciante reported the following unit modifications:
  - **7 Captain Drive, C402: 1 Bedroom.** The owner wishes to install a sink and wet bar cabinet at the entry closet and connect the bathroom plumbing to the newly installed sink as well as relocate the electrical panel from the closet. Mrazek recused himself from the vote as he is the unit owner. **Knight moved, and Repola seconded, to approve the modifications to C402 pending receipt of all building permits. The motion was unanimously approved.**
  - **5 Admiral Drive, F209: Studio.** The owner wishes to replace the existing bath tub and associated tiling surround, replace the bathroom ceiling fan and kitchen hood with a microwave/hood combination. **Knight moved, and Mrazek seconded, to approve the modifications to F209 pending receipt of all building permits. The motion was unanimously approved.**



# Watergate Community Association

## Replacement Fund

### INCOME STATEMENT

For Period Ended 07/31/2016

2016/2017

Reserve

Study

Account Description	July Actual	YTD Actual	2016/2017 Reserve
<b>** REVENUES</b>			
Assessment	\$ 168,000	\$ 168,000	\$ 2,015,997
Interest Income	1,337	1,337	55,097
<b>** TOTAL REVENUES</b>	<b>\$ 169,337</b>	<b>\$ 169,337</b>	<b>\$ 2,071,094</b>

Account Description	July Actual	YTD Actual	2016/2017 Reserve
<b>** REPLACEMENT EXPENSES</b>			
Sanitary Sewer Replacement	10,759	10,759	1,028,239
Concrete Sidewalk Repair			30,000
Re-plastering Swimming Pool-Bldg B,D			109,046
Electrical Street Lights & Poles			50,000
Irrigation 1.5" Air Gap Device - Courtyard			21,000
Tree & Plant Replacement (Prior yr carried over)			0
Tree, Turf & Planting Replacement			20,000
Elevator Jacks			160,000
Fire Alarm Annual Testing			16,000
Hallway Smoke Doors & Overhead Smoke Doors			30,000
Mailbox Enclosures @ Bldg C & E Ctr Core	16,279	16,279	30,000
Courtyard Cap Slab Repair			25,000
Post Tensioned Conc. Slab Repair	1,031	1,031	20,000
Rekey Buildings	26,473	26,473	325,000
Gym Exer. Equipment Replacement	22,554	22,554	15,000
Automatic Doors (Prior yr carried over)			0
Automatic Doors			24,000
Storm Sewer- Anchor Drive			40,000
Interior Renov. Finishes (Incl. Exterior Signs, Monuments)	14,651	14,651	0
Fence Extension @ Market	1,500	1,500	0
Other Major Repairs & Replacements			313,987
<b>*** TOTAL EXPENSES</b>	<b>93,247</b>	<b>93,247</b>	<b>2,257,272</b>
<b>NET EXCESS/(DEFICIT)</b>	<b>76,090</b>	<b>76,090</b>	<b>(186,178)</b>

#### ADDITIONAL INFORMATION

A Board Approved Budget	B Prior Years Spent	C 2016/2017 YTD Spent	D (D=A-B-C) Board Apprd Bdg't Remaining	Completion Board Approved	Present Mgt. Forecast
7,583	10,759	1,374	N/A	On going	
3,737	2,363	1,374	N/A	On going	
39,105	1,767	16,279	21,059	Aug 2016	
94,888	3,394	26,473	65,021	Nov 2016	
22,554	22,554	22,554	0	Completed	
12,851	8,451	4,400	0	On going	
6,167,845	5,838,302	14,651	314,892	May 2016	
1,870	1,500	370	0	Sep 2016	Completed

**WATERGATE COMMUNITY ASSOCIATION  
REPLACEMENT FUND  
BALANCE SHEET  
as of July 31, 2016**

**ASSETS:**

Cash	\$	246,349
Investments		<u>4,045,477</u>

**TOTAL ASSETS**

**\$ 4,291,826**

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	7,818
Due to Operating Fund		<u>109,350</u>

**TOTAL LIABILITIES**

**\$ 117,168**

Fund Balance as of July 1, 2016 (unaudited)	\$	4,098,568
Current Year Excess/(Deficit)		<u>76,090</u>

**Fund Balance as of July 31, 2016**

**\$ 4,174,658**

**TOTAL LIABILITIES AND FUND BALANCE**

**\$ 4,291,826**

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
CONDENSED STATEMENT OF REVENUES AND EXPENSES  
For Period Ended 07/31/2016**

Description	July Actual	July Budget	July Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget
<b>REVENUES</b>							
Assessments	413,274	413,274	0	413,274	413,274	0	4,959,274
Laundry	15,000	15,500	(500)	15,000	15,500	(500)	186,000
Processing Fees	7,875	6,333	1,542	7,875	6,333	1,542	76,000
Parking & Storage Rental	3,287	3,327	(40)	3,287	3,327	(40)	39,920
Delinquency Finance & Late Charge	1,828	2,708	(880)	1,828	2,708	(880)	32,500
Other Sources Income (Note 1)	7,094	7,348	(254)	7,094	7,348	(254)	88,155
<b>** TOTAL REVENUES</b>	<b>448,358</b>	<b>448,490</b>	<b>(132)</b>	<b>448,358</b>	<b>448,490</b>	<b>(132)</b>	<b>5,381,849</b>
<b>EXPENSES</b>							
Operations	238,883	270,912	32,029	238,883	270,912	32,029	3,250,882
Utilities-Gas	16,841	19,242	2,401	16,841	19,242	2,401	230,900
Utilities-Electricity	33,026	27,917	(5,109)	33,026	27,917	(5,109)	335,000
Utilities-Water	41,788	43,528	1,740	41,788	43,528	1,740	522,336
Utilities-Garbage	16,795	17,250	455	16,795	17,250	455	207,000
Utilities-Cable TV	31,265	32,500	1,235	31,265	32,500	1,235	390,000
Utilities-Intercom, Elev. Phone, EV Station	2,339	2,115	(224)	2,339	2,115	(224)	25,375
Business Insurance	38,981	39,458	477	38,981	39,458	477	473,500
Other Expenses (Note 2)	2,844	6,918	4,074	2,844	6,918	4,074	83,010
<b>** TOTAL EXPENSES</b>	<b>422,762</b>	<b>459,839</b>	<b>37,077</b>	<b>422,762</b>	<b>459,839</b>	<b>37,077</b>	<b>5,518,003</b>
<b>ACTUAL EXCESS/(DEFICIT) OF REVENUES OVER EXPENSES</b>	<b>25,596</b>	<b>(11,349)</b>	<b>36,945</b>	<b>25,596</b>	<b>(11,349)</b>	<b>36,945</b>	<b>(136,154)</b>

**Note 1. Other Revenue Sources:**

Identification, Keys (For Mailbox & Storage), Hatchcover Advertising, Clipper Club Food and Beverage, Electric Vehicle Charge, Rules Fine, Unit Interior Modification Fees, CC&Rs and HOA Documents, Miscellaneous Revenues, Purchase Discount, Rebate, Bad Debt Recovery, Investment Interest...

**Note 2. Other Expenses:**

Legal & Compliance, Hatchcover Expenses, Depreciation, Bad Debt Expense, Income Taxes.

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of July 31, 2016**

**ASSETS:**

Cash	\$	190,170	
Investment		79,941	
Accounts Receivable-net of allowance for uncollectible accounts of \$97,848		23,521	
Other Receivable (Note 1.)		15,000	
Fixed assets, net accumulated depreciation of \$240,343		41,197	
Due from Replacement Fund		109,350	
Prepaid Health Insurance		44,462	
Prepaid Workers Compensation		10,599	
Prepaid Business Insurance		271,358	
Prepaid Income Taxes		11,685	
Other Prepaid Expenses (Note 2.)		28,788	
<b>TOTAL ASSETS</b>			<b>\$ 826,071</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	87,298	
Accrued Expenses		151,511	
Assessments Received In Advance		115,041	
Other Liabilities (Note 3.)		187,804	
<b>TOTAL LIABILITES</b>			<b>\$ 541,654</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2016 (unaudited)	\$	258,821	
Current Year Excess/(Deficit)		25,596	
<b>Fund Balance as of July 31, 2016</b>			<b>284,417</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 826,071</b>

*Note 1. Other Receivable:* Laundry Income and others

*Note 2. Other Prepaid Expenses:* Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

*Note 3. Other Liabilities:* Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

08/22/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the first (01) month period ended July 31, 2016 compared to the budget follows:

Period: 07/01/16-07/31/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 448,358	\$ 169,337	\$ 617,695
<b>Budgeted Revenues</b>	448,490	172,591	621,082
Variance	\$ (132)	\$ (3,254)	\$ (3,387)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 422,762		\$ 422,762
Mechanical Key Replacement		\$ 26,473	26,473
C&E Ctr Lobby Mailbox Access Control		16,279	16,279
All other replacements		50,495	50,495
<b>Total Actual Expenses</b>	\$ 422,762	\$ 93,247	\$ 516,009
<b>Budgeted Expenses</b>	459,839	188,106	647,945
Variance	\$ 37,077	\$ 94,859	\$ 131,936
 <b>Actual Net Excess/(Deficit)</b>	\$ 25,596	\$ 76,090	\$ 101,686
<b>Budgeted Net Excess/(Deficit)</b>	(11,348)	(15,515)	(26,863)
Variance to Budget	\$ 36,944	\$ 91,605	\$ 128,549

As of July 31, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 826,071	\$ 4,291,826	\$ 5,117,897
<b>Total Liabilities</b>	541,654	117,168	658,822
 <b>Fund Balance as of 07/01/2016:</b> (unaudited)	258,821	4,098,568	4,357,389
Current Year Excess/(Deficit)	25,596	76,090	101,686
 <b>Fund Balance as of 07/31/2016:</b>	<u>\$ 284,417</u>	<u>\$ 4,174,658</u>	<u>\$ 4,459,075</u>

BRD.16.117

- Replacement Fund - F377 Deck Support Beam Replacement.** After discussion, Knight moved, and Mrazek seconded, to award the beam replacement work to Facelift Construct for a contract amount of \$3,452 and an overall project budget of \$4,568.38. The motion was unanimously approved.
- Replacement Fund - B Building Pool Leak Repairs.** After discussion, Knight moved, and Lutz seconded, to award the pool repair work to Precision Leak Detection for \$6,539 and an overall project budget of \$7,846.80 to be paid for out of the replacement fund. The motion was unanimously approved.
- Replacement Fund - 3 Commodore Drive Elevator Circuit Board.** After discussion, Knight moved, and Mrazek seconded, to relocate the costs to the replacement fund for the elevator circuit board replacement work performed by ThyssenKrupp Elevator in the amount of \$1,474. The motion was unanimously approved.
- Replacement Fund - Three Trash Chute Doors.** After discussion, Knight moved, and Mrazek seconded, to authorize the purchase of three trash chute doors from Chute Systems in the amount of \$1,366.85 to be paid for out of the replacement fund. The motion was unanimously approved.

**VI. Upcoming Meetings.**

- Regular and Executive Session – September 19, 2016.

**VII. Meeting adjourned at 8:29 p.m.**

Approved By WCA Board of Directors  
August 19, 2016

  
/s/ Nancy Girouard, Secretary

- **4 Captain Drive, E403: 1 Bedroom.** The owner of this unit wishes to install a microwave/hood combination in the kitchen. **Knight moved, and Mrazek seconded, to approve the modifications to E403 pending receipt of all building permits. The motion was unanimously approved.**
- **4 Anchor Drive, F230: Studio:** The owner of this unit wishes to replace the existing bath tub and associated tiling surround and install a new walk-in shower unit with possible plumbing modifications needed. Other work includes the replacement of the bathroom fan; the installation of a new ceiling fan in the living room; the installation of two new GFCI outlets (one each in kitchen and bathroom) that may require an update to the unit's electrical subpanel; and the replacement of the current kitchen countertops with a quartz set. **Knight moved, and Mrazek seconded, to approve the modifications to F230 pending receipt of all building permits. The motion was unanimously approved.**
- **3 Admiral Drive, F362: Studio:** The owner of this unit wishes to install a new 24" stove range hood, update the unit's electrical panel and remove sheetrock as needed for cabinet and electrical work. **Knight moved, and Mrazek seconded, to approve the modifications to F230 pending receipt of all building permits. The motion was unanimously approved.**
- ❑ **Landscape Committee.** Chair Sam Foushee reported that the committee recommends removal of two dying Mayten trees #145 and #146 in the D building East courtyard. **Knight moved, and Girouard seconded, to remove the two dying Mayten trees in D building East Courtyard. The motion was unanimously approved.**

#### IV. Consent Agenda - Items Listed Approved by Unanimous General Consent.

- ❑ **Association Records – July 18, 2016 Regular Session Board Meeting Minutes -** Pulled for a brief discussion on including the previous month's discussion on replacing angle stop plumbing hardware when owners have plumbing modifications made in their units.
- ❑ **Approve 2016 Election Committee: Sue Kelly, Eleanor Dahl, Fran Chiapetta, Janet Lather and Marylyn Fulrath; and approve 2016 Inspector of Elections: Betsy Cooley**

#### V. New Business.

- ❑ **Board Resolution to Record One Notice of Delinquent Assessment.** Secretary Girouard read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Notice of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the property bearing Assessor's Parcel Number 049-1528-295, as authorized by Civil Code Sections 5650 and 5725 if such account has not been reinstated by the Notice of Intent to Lien expiration date." **Knight moved, and Repola seconded, to approve the aforementioned Notice of Delinquent Assessment. The motion was unanimously approved.**
- ❑ **Replacement Fund - F Building (5 Admiral) Post Tension Cable Replacement.** After discussion, **Mrazek moved, and Repola seconded, to award the cable repair/replacement work to All Star Post Tension for a contract amount of \$7,500 and an overall project budget of \$11,310.18 to be paid for out of the replacement fund. The motion was unanimously approved.**

# "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

August 22, 2016

**I. Call to Order.** President Robert C. Blain called the meeting to order at 7:04 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz, Lubor Mrazek and Albert Repola. Also present were General Manager Tim Sutherland and Controller Lisa Trabert.

## **II. Reports/Announcements.**

- Secretary's Report.** The Board authorized a Board Resolution to Record One Notice of Default and Election to Sell for APN 049-1528-057.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$36,944 through 7/31/2016. Repola also reported an operating fund balance of \$284,417 and a replacement fund balance of \$4,174,658 for a total of \$4,459,075. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
- Manager's Report.** General Manager Sutherland reported the following: July 2016 common area utility use: Electric +5.1%; Natural Gas +8.6%; Water use is up +4.0% at 78 gallons per unit per day; 176 rules violation notices were issued July 2016. Onsite owner count is 636 for 50.9%. Sutherland also reported that CIBA and other property insurers for an occupied multi-family residential property this vast do not offer a liquid damages deductible below \$25,000, and that it is important for owners to have proper HO6 coverages for liquid damages to the interior of their unit and the Associations' deductible. This information is well published and distributed to all owners annually in the Pro Forma Budget, and is available as a resource 365 days a year on the WCA website and annually in the Hatchcover.
- Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that for July 2016, one account was added to the collection list. As of July 31, 2016, there were a total of ten accounts in collection. WCA recorded three Notices of Delinquent Assessment and six Notices of Default against the subjected properties. Among the ten delinquent accounts, three accounts were under bankruptcy protection and four owners were making monthly installments toward ongoing payment plans.

## **III. WCA Committees.**

- Architectural Control Committee.** Assistant General Manager Perciante reported the following unit modifications:
  - **7 Captain Drive, C202: 1 Bedroom.** The owner wishes to replace the existing bath tub and associated tiling surround and install a new walk-in shower unit with possible plumbing modifications needed. Replace sheetrock and repair dry rot as needed. **Knight moved, and Mrazek seconded, to approve the modifications to C202 pending receipt of all building permits. The motion was unanimously approved.**
  - **4 Commodore Drive, D440: 1 Bedroom.** The owner wishes to replace the existing bath tub and associated tiling surround and install a new walk-in shower unit with possible plumbing modifications needed. **Knight moved, and Mrazek seconded, to approve the modifications to D440 pending receipt of all building permits. The motion was unanimously approved.**



**WATERGATE COMMUNITY ASSOCIATION**  
**OPERATING FUND**  
**BALANCE SHEET**  
as of July 31, 2016

**ASSETS:**

Cash	\$ 190,170	
Investment	79,941	
Accounts Receivable-net of allowance for uncollectible accounts of \$97,848	23,521	
Other Receivable (Note 1.)	15,000	
Fixed assets, net accumulated depreciation of \$240,343	41,197	
Due from Replacement Fund	109,350	
Prepaid Health Insurance	44,462	
Prepaid Workers Compensation	10,599	
Prepaid Business Insurance	271,358	
Prepaid Income Taxes	11,685	
Other Prepaid Expenses (Note 2.)	28,788	
<b>TOTAL ASSETS</b>		<b>\$ 826,071</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$ 87,298	
Accrued Expenses	151,511	
Assessments Received In Advance	115,041	
Other Liabilities (Note 3.)	187,804	
<b>TOTAL LIABILITES</b>		<b>\$ 541,654</b>
<b>FUND BALANCE</b>		
Fund Balance as of July 1, 2016 (unaudited)	\$ 258,821	
Current Year Excess/(Deficit)	25,596	
<b>Fund Balance as of July 31, 2016</b>		<b>284,417</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>		<b>\$ 826,071</b>

*Note 1. Other Receivable:* Laundry Income and others

*Note 2. Other Prepaid Expenses:* Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

*Note 3. Other Liabilities:* Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys...

# Treasurer's Report

## 08/22/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the first (01) month period ended July 31, 2016 compared to the budget follows:

Period: 07/01/16-07/31/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 448,358	\$ 169,337	\$ 617,695
<b>Budgeted Revenues</b>	448,490	172,591	621,082
Variance	\$ (132)	\$ (3,254)	\$ (3,387)
 <b>Actual Expenses</b>			 \$ 422,762
Operating fund expenses	\$ 422,762	\$ 26,473	26,473
Mechanical Key Replacement		16,279	16,279
C&E Ctr Lobby Mailbox Access Control		50,495	50,495
All other replacements			
<b>Total Actual Expenses</b>	\$ 422,762	\$ 93,247	\$ 516,009
<b>Budgeted Expenses</b>	459,839	188,106	647,945
Variance	\$ 37,077	\$ 94,859	\$ 131,936
 <b>Actual Net Excess/(Deficit)</b>	 \$ 25,596	 \$ 76,090	 \$ 101,686
<b>Budgeted Net Excess/(Deficit)</b>	(11,348)	(15,515)	(26,863)
Variance to Budget	\$ 36,944	\$ 91,605	\$ 128,549

As of July 31, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 826,071	\$ 4,291,826	\$ 5,117,897
<b>Total Liabilities</b>	541,654	117,168	658,822
<b>Fund Balance as of 07/01/2016:</b>	258,821	4,098,568	4,357,389
(unaudited)			
<b>Current Year Excess/(Deficit)</b>	25,596	76,090	101,686
<b>Fund Balance as of 07/31/2016:</b>	<u>\$ 284,417</u>	<u>\$ 4,174,658</u>	<u>\$ 4,459,075</u>

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- **2 Anchor Drive, F388: Studio.** The owner of this unit wishes to replace the existing bath tub tiling surround and sheetrock behind, as needed, install kitchen cabinets that are 36" in height (in place of existing 30" set), a microwave/hood combination (in place of the existing hood vent), remove a non-load bearing post from the kitchen, create/frame-in a wall for (x2) "pocket-style" doors, and install new electrical outlets on either side of the new wall. **Knight moved, and Repola seconded, to approve the modifications to F388 pending receipt of all building permits. The motion was unanimously approved.**

- Landscape Committee.** Chair Sam Foushee reported that the committee reviewed the excellent RFP crafted by Construction Manager Ron Herron for the exterior renovations engineering and landscape architect services. Chair Foushee also reported on the status of two Mayten trees in the D courtyard that are declining and suggested either trimming about 1/2 of one tree, or if that is not satisfactory removing the tree. He also spoke about a leaning Mayten tree in the area that needs to be checked out by staff, as well.

#### **IV. Consent Agenda - Items Listed Below Approved by Unanimous Consent.**

- Association Records - June 20, 2016 Regular Session Board Meeting Minutes.**
- D & O Insurance Renewal - Chubb Premium of \$4,944 for 8/12/2016 - 8/12/2017.**
- ADP Payroll Service Annual Renewal - 1.33% increase for 8/1/2016 - 7/31/2017.**

#### **V. New Business.**

- Board Resolution to Record One Notice of Delinquent Assessment.** Treasurer Repola read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Notice of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the property bearing Assessor's Parcel Number 049-1528-057, as authorized by Civil Code Sections 5650 and 5725 if such account has not been reinstated by the Notice of Intent to Lien expiration date." Knight moved, and Girouard seconded, to approve the aforementioned Notice of Delinquent Assessment. The motion was unanimously approved.
- Operating Fund - Paint Department Sign Making Equipment.** After discussion, Knight moved, and Repola seconded, to authorize \$3,096.51 to Scott Machine Development Corporation to be paid for out of the operating fund. The motion was unanimously approved.

#### **VI. Upcoming Meetings.**

- Regular and Executive Session - August 22, 2016.

#### **VII. Meeting adjourned at 7:48 p.m.**

Approved by WCA Board of Directors  
August 22, 2016

  
/s/ Nancy Girouard, Secretary

# "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

July 18, 2016

- I. **Call to Order.** President Robert C. Blain called the meeting to order at 7:01 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz and Albert Repola. Also present were General Manager Tim Sutherland and Controller Lisa Trabert. Lubor Mrazek was absent.
- II. **Reports/Announcements.**
- Secretary's Report.** The Board voted to fine the owner of C309 \$350 for knowingly using his unit for hotel and transient proposes via Airbnb, and \$500 per any additional offense.
  - Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$254,898 through 6/30/2016. Repola also reported an operating fund balance of \$261,171 and a replacement fund balance of \$4,098,574 for a total of \$4,359,745. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
    - **Quarterly Review of Accounts.** Girouard moved, and Knight seconded, to accept the quarterly review of accounts. The motion was unanimously approved.
  - Manager's Report.** General Manager Sutherland reported the following: 2016 Fiscal Year ending common area utility use: Electric +3.0%; Natural Gas +1.5%; Water use is down - 5.0% at 76 gallons per unit per day; 154 rules violation notices were issued June 2016. Onsite owner count is 641 for 51.3%. A community meeting for the mechanical key replacement project to be held at the Clipper Club Tuesday July 19, 2016 at 6 p.m.
  - Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that for June 2016, two owners cured their delinquencies and the collection accounts were closed. One account was added to the collection list. As of June 30, 2016, there were a total of nine accounts in collection. WCA recorded two Notices of Delinquent Assessment and six Notices of Default against the subjected properties. Among the nine delinquent accounts, three accounts were under bankruptcy protection and three owners were making monthly installments toward ongoing payment plans.
- III. **WCA Committees.**
- Architectural Control Committee.** Assistant General Manager Perciante reported the following unit modifications:
    - **3 Commodore Drive, B160: 1 Bedroom.** The owner wishes to replace the existing bath tub tiling surround and sheetrock behind, as needed. He would also like to wire and install under-counter lighting, install a microwave/hood combination (in place of the existing stove hood), install kitchen cabinets that are 36" in height (in place of existing 32" set), and replace the kitchen countertops with granite. **Knight moved, and Repola seconded, to approve the modifications to B160 pending receipt of all building permits. The motion was unanimously approved.**
    - **3 Commodore Drive, B252: 1 Bedroom.** The owner wishes to replace the existing bath tub and tub tiling surround with a Durabath panel system, and replace the existing kitchen countertops with granite and repair any dry rot discovered behind the tiling be repaired or replaced. **Knight moved, and Repola seconded, to approve the modifications to B252 pending receipt of all building permits and repair of any discovered dry rotted wood. The motion was unanimously approved.**

**WATERGATE COMMUNITY ASSOCIATION  
REPLACEMENT FUND  
BALANCE SHEET  
as of May 31, 2016**

**ASSETS:**

Cash	\$	204,904
Investments		<u>3,881,224</u>

**TOTAL ASSETS**

**\$ 4,086,128**

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	93,140
Due to Operating Fund		<u>78,167</u>

**TOTAL LIABILITIES**

**\$ 171,307**

Fund Balance as of July 1, 2015 (audited)	\$	4,012,289
Current Year Excess/(Deficit)		<u>(97,468)</u>

**Fund Balance as of May 31, 2016**

**\$ 3,914,821**

**TOTAL LIABILITIES AND FUND BALANCE**

**\$ 4,086,128**

**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
CONDENSED STATEMENT OF REVENUES AND EXPENSES  
For Period Ended 05/31/2016**

Description	May Actual	May Budget	May Variance	YTD Actual	YTD Budget	YTD Variance	Total Budget
<b>REVENUES</b>							
Assessments	382,230	382,230	0	4,204,537	4,204,537	(0)	4,586,768
Laundry	15,000	13,017	1,983	161,192	143,183	18,009	156,200
Processing Fees	4,200	5,883	(1,683)	58,600	64,717	(6,117)	70,600
Parking & Storage Rental	2,740	2,667	73	28,998	29,333	(335)	32,000
Delinquency Finance & Late Charge	2,008	3,000	(992)	27,044	33,000	(5,956)	36,000
Bad Debt Recovery	-	417		4,500	4,583	(83)	5,000
Other Sources Income (Note 1)	8,063	4,968	3,095	60,901	54,634	6,267	59,600
<b>** TOTAL REVENUES</b>	<b>414,241</b>	<b>412,181</b>	<b>2,060</b>	<b>4,545,772</b>	<b>4,533,988</b>	<b>11,784</b>	<b>4,946,168</b>
<b>EXPENSES</b>							
Operations	242,312	253,612	11,300	2,685,993	2,789,701	103,708	3,043,303
Utilities-Gas	16,603	19,167	2,564	205,083	210,832	5,749	230,000
Utilities-Electricity	31,334	26,417	(4,917)	301,643	290,583	(11,060)	317,000
Utilities-Water	38,684	46,001	7,317	429,854	506,006	76,152	552,006
Utilities-Garbage	16,795	17,083	288	183,558	187,917	4,359	205,000
Utilities-Cable TV	31,287	31,167	(120)	344,104	342,833	(1,271)	374,000
Utilities-Intercom, Elev. Phone, EV Stator	1,851	1,575	(276)	22,374	17,325	(5,049)	18,900
Business Insurance	39,368	38,667	(701)	425,831	425,333	(498)	464,000
Other Expenses (Note 2)	5,826	7,163	1,337	53,355	78,797	25,442	85,960
<b>** TOTAL EXPENSES</b>	<b>424,060</b>	<b>440,850</b>	<b>16,790</b>	<b>4,651,795</b>	<b>4,849,328</b>	<b>197,533</b>	<b>5,290,169</b>
<b>ACTUAL EXCESS/(DEFICIT) OF REVENUES OVER EXPENSES</b>	<b>(9,819)</b>	<b>(28,670)</b>	<b>18,851</b>	<b>(106,023)</b>	<b>(315,340)</b>	<b>209,317</b>	<b>(344,001)</b>

**Note 1. Other Revenue Sources:**

Identification, Keys (For Mailbox & Storage), Hatchcover Advertising, Clipper Club Food and Beverage, Electric Vehicle Charge, Rules Fine, Unit Interior Modification Fees, CC&Rs and HOA Documents, Miscellaneous Revenues, Purchase Discount, Rebate, Bad Debt Recovery, Investment Interest...

**Note 2. Other Expenses:**

Legal & Compliance, Hatchcover Expenses, Depreciation, Bad Debt Expense, Income Taxes.

**WATERGATE COMMUNITY ASSOCIATION**  
**OPERATING FUND**  
**BALANCE SHEET**  
**as of May 31, 2016**

**ASSETS:**

Cash	\$	246,746	
Accounts Receivable-net of allowance for uncollectible accounts of \$124,643		4,236	
Other Receivable (Note 1.)		15,189	
Fixed assets, net accumulated depreciation of \$239,184		19,966	
Due from Replacement Fund		78,167	
Prepaid Health Insurance		38,450	
Prepaid Workers Compensation		10,078	
Prepaid Business Insurance		333,772	
Prepaid Income Taxes		11,600	
Other Prepaid Expenses (Note 2.)		28,042	
<b>TOTAL ASSETS</b>			<b>\$ 786,246</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	58,129	
Accrued Expenses		212,613	
Assessments Received In Advance		93,398	
Other Liabilities (Note 3.)		177,855	
<b>TOTAL LIABILITES</b>			<b>\$ 541,995</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2015 (audited)	\$	350,274	
Current Year Excess/(Deficit)		(106,023)	
<b>Fund Balance as of May 31, 2016</b>			<b>244,251</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 786,246</b>

*Note 1. Other Receivable:* Laundry Income and others

*Note 2. Other Prepaid Expenses:* Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

*Note 3. Other Liabilities:* Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys, Club Room Rental

# Treasurer's Report

06/20/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the eleventh (11) month period ended May 31, 2016 compared to the budget follows:

Period: 07/01/15-05/31/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 4,545,772	\$ 2,009,724	\$ 6,555,496
<b>Budgeted Revenues</b>	4,533,988	2,041,813	6,575,801
Variance	\$ 11,784	\$ (32,089)	\$ (20,305)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 4,651,795		\$ 4,651,795
Interior Renovation Finishes		\$ 1,855,814	1,855,814
Tennis Court P.T. Cabling, Resurfacing		60,109	60,109
All other replacements		191,269	191,269
<b>Total Actual Expenses</b>	\$ 4,651,795	\$ 2,107,192	\$ 6,758,987
<b>Budgeted Expenses</b>	4,849,328	2,196,147	7,045,475
Variance	\$ 197,533	\$ 88,955	\$ 286,488
 <b>Actual Net Excess/(Deficit)</b>	\$ (106,023)	\$ (97,468)	\$ (203,491)
<b>Budgeted Net Excess/(Deficit)</b>	(315,339)	(154,334)	(469,674)
Variance to Budget	\$ 209,316	\$ 56,866	\$ 266,183

As of May 31, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 786,246	\$ 4,086,128	\$ 4,872,374
<b>Total Liabilities</b>	541,995	171,307	713,302
 <b>Fund Balance as of 07/01/2015:</b> (audited)	350,274	4,012,289	4,362,563
Current Year Excess/(Deficit)	(106,023)	(97,468)	(203,491)
 <b>Fund Balance as of 05/31/2016:</b>	<u>\$ 244,251</u>	<u>\$ 3,914,821</u>	<u>\$ 4,159,072</u>

BRD.16.83



- WCA Committees - New Finance Committee Member Application. Knight moved, and Repola seconded, to approve Jim Lindsey to the 2016 Finance Committee. The motion was unanimously approved.**

**VII. Upcoming Meetings.**

- Regular and Executive Session July 18, 2016.

**VIII. Meeting adjourned at 8:44 p.m.**

Approved by WCA Board of Directors July 18, 2016

  
/s/ Nancy Girouard, Secretary

- Architectural Control Committee.** General Manager Sutherland reported the following:
  - **6 Admiral Drive, A289: 1 Bedroom.** The owner wishes to replace their vent/microwave combination with a possible new breaker box. **Knight moved, and Girouard seconded, to approve the modifications to A289 pending receipt of all building permits. The motion was unanimously approved.**
  - **6 Captain Drive, E415: 1 Bedroom.** The owner wishes to replace their bathtub tile surround, install new sheetrock, tile, new upper cabinets with LED lights and replace kitchen cabinets that are 4 inches taller than existing. **Knight moved, and Girouard seconded, to approve the modifications to E415 pending receipt of all building permits and repair of any discovered dry rotted wood. The motion was unanimously approved.**
  - **2 Anchor Drive, F493: 1 Bedroom.** The owner wishes to replace their bathtub tile surround, and install new sheetrock. **Knight moved, and Girouard seconded, to approve the modifications to F492 pending receipt of all building permits and repair of any discovered dry rotted wood. The motion was unanimously approved.**

#### IV. Consent Agenda.

- Association Records - May 23, 2016 Regular Session Board Meeting Minutes**
- Annual Fire Alarm Testing & Monitoring - Redhawk Fire and Safety for \$23,398 and \$600**
- Annual Audit and Tax Preparation Services - Allen & Cook CPA for \$7,800**
  - **The Audit proposal was pulled for discussion and then all Consent Agenda items were approved without exception by unanimous consent.**

#### V. Old Business.

- Replacement Fund - Mechanical Key Project Funding Request.** Funding is requested for the installation and distribution of mechanical keys for all common area locks. After discussion, **Lutz moved, and Knight seconded, to award the work to Reed Brothers Security for a contract amount of \$30,000 and an overall project budget of \$94,888.17 to be paid for out of the replacement fund. Knight, Lutz, Girouard and Blain voted for the motion with Repola abstaining. The motion was approved.**

#### VI. New Business.

- Operating Fund - Two Golf Carts for Use By Senior Management to Tour and Inspect Complex.** After discussion, **Knight moved, and Repola seconded, to authorize the purchase of two Golf Carts from Bay Area Golf Car in the amount of \$19,293.90 to be paid for out of the operating fund. The motion was unanimously approved.**
- Operating Fund - Street Sweeper Replacement.** After discussion, **Knight moved, and Repola seconded authorized \$45,438.17 to Tennant Company for a new quiet operating Street Sweeper with increased double brush sweeping efficiency to be paid for out of the operating fund. The motion was unanimously approved.**

# "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

June 20, 2016

**I. Call to Order.** President Robert C. Blain called the meeting to order at 7:00 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz and Albert Repola. Also present were General Manager Tim Sutherland and Controller Lisa Trabert. Lubor Mrazek was absent.

## **II. Reports/Announcements.**

**Secretary's Report.** No business to report.

**Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$209,316 through 5/31/2016. Repola also reported an operating fund balance of \$244,251 and a replacement fund balance of \$3,914,821 for a total of \$4,159,072. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).

**Manager's Report.** General Manager Sutherland reported the following: May 2016 common area utility use: Electric +3.3%; Natural Gas +.18%; Water use is down -1.3% at 75 gallons per unit per day; 200 rules violation notices were issued May 2016. He further asked for Board direction on the continuance of sending a separate interest unit threshold damage repair letter for a nominal \$30 fee for repair work that takes up to six hours at a true cost of up to \$180.00 in labor. 15 out of 159 units in E building received the damage letters. The Board agreed that the threshold scratches should be repaired to keep up the look of the place and asked that staff post the lobbies before sending additional repair violation notices to any future units.

- Salt Pool Test Preliminary Proposal. Will study issue further at a future community meeting scheduled for October 10, 2016. Guest speakers will address the pros and cons of salt verses chlorine treated pools.
- No Dogs and No Trespassing Signs. This basic information is already located at all six main entrances to the complex.
- Guest Parking Update. The main issue is residents parking in the spaces. Staff issues reminders that these spaces are set aside for guest parking.

**Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that for May 2016, three owners cured their delinquencies and the collection accounts were closed. WCA recorded one Notice of Delinquent Assessment and seven Notices of Default against the subjected properties. Among the ten delinquent accounts, three accounts were under bankruptcy protection and three owners were making monthly installments toward ongoing payment plans.

## **III. WCA Committees.**

**Facilities Safety and Security.** Committee member Marilyn Fulrath reported the following: On Monday, June 13th, in response to the Board's vote to implement the Mechanical Key Project, the FSAS committee met with staff to review bids. Marilyn Fulrath moved that the Facilities Safety and Security Committee approve the recommendations for mechanical re-keying of all common area door locks made by Ron Herron to Tim Sutherland, dated June 13, 2016, which included an overall project budget and implementation proposal as well as a recommendation to award the contract to Reed Brothers Security. Betsy Cooley seconded the motion and the FSAS Committee voted unanimously to approve this motion.

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**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of April 30, 2016**

**ASSETS:**

Cash	\$	168,940	
Investment		99,983	
Accounts Receivable-net of allowance for uncollectible accounts of \$124,643		5,065	
Other Receivable (Note 1.)		14,989	
Fixed assets, net accumulated depreciation of \$238,786		20,363	
Due from Replacement Fund		115,123	
Prepaid Health Insurance		38,208	
Prepaid Workers Compensation		9,817	
Prepaid Business Insurance		364,076	
Prepaid Income Taxes		11,600	
Other Prepaid Expenses (Note 2.)		31,708	
<b>TOTAL ASSETS</b>			<b>\$ 879,872</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	147,285	
Accrued Expenses		182,859	
Assessments Received In Advance		114,036	
Other Liabilities (Note 3.)		176,680	
<b>TOTAL LIABILITES</b>			<b>\$ 620,860</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2015 (audited)	\$	350,274	
Current Year Excess/(Deficit)		(91,262)	
<b>Fund Balance as of April 30, 2016</b>			<b>259,012</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 879,872</b>

*Note 1. Other Receivable:* Laundry Income and others

*Note 2. Other Prepaid Expenses:* Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

*Note 3. Other Liabilities:* Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys, Club Room Rental

# Treasurer's Report

## 05/23/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the tenth (10) month period ended April 30, 2016 compared to the budget follows:

Period: 07/01/15-04/30/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 4,131,688	\$ 1,826,359	\$ 5,958,047
<b>Budgeted Revenues</b>	4,121,806	1,856,193	5,977,999
Variance	\$ 9,882	\$ (29,834)	\$ (19,952)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 4,222,950		\$ 4,222,950
Interior Renovation Finishes		\$ 1,850,277	1,850,277
Tennis Court P.T. Cabling, Resurfacing		60,109	60,109
All other replacements		166,808	166,808
<b>Total Actual Expenses</b>	\$ 4,222,950	\$ 2,077,194	\$ 6,300,144
<b>Budgeted Expenses</b>	4,408,472	1,996,497	6,404,969
Variance	\$ 185,522	\$ (80,697)	\$ 104,825
 <b>Actual Net Excess/(Deficit)</b>	\$ (91,262)	\$ (250,835)	\$ (342,097)
<b>Budgeted Net Excess/(Deficit)</b>	(286,667)	(140,304)	(426,970)
Variance to Budget	\$ 195,405	\$ (110,531)	\$ 84,873

As of April 30, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 879,872	\$ 3,997,362	\$ 4,877,234
<b>Total Liabilities</b>	620,860	235,908	856,768
 <b>Fund Balance as of 07/01/2015:</b> (audited)	350,274	4,012,289	4,362,563
Current Year Excess/(Deficit)	(91,262)	(250,835)	(342,097)
 <b>Fund Balance as of 04/30/2016:</b>	<u>\$ 259,012</u>	<u>\$ 3,761,454</u>	<u>\$ 4,020,466</u>

**BRD.16.069**

**IV. Consent Agenda.**

- Records - April 18, 2016 Regular Session Minutes.**
  - Records - Use Agreement Renewal with Watergate Sales and Leasing - May 23, 2016 through May 23, 2017.**
- **Consent Agenda items were approved without exception by unanimous consent.**

**V. Old Business.**

- Replacement Fund - E/C Center Core Lobbies Access Control Gates.** Funding is requested for the installation of Access Control gates for the C and E Center mailbox center core garage lobby landings. After a discussion the issue, **Knight moved, and Lutz seconded, to award the work to Reed Brothers Security for a contract amount of \$31,775.22 and an overall project budget of \$39,105.24 to be paid for out of the replacement fund. Knight, Lutz, Girouard and Blain voted for the motion with Repola abstaining. The motion was approved.**
- Replacement Fund - New Gym Equipment.** Funding is requested to replace two pieces of gym equipment. After a brief discussion, **Knight moved, and Repola seconded, to enter into an agreement with Opti-Fit to purchase an Opti-Fit 90 Station-Dual and an Opti-Fit True elliptical for a combined total of \$22,554.16 to be paid for out of the replacement fund. The motion was unanimously approved.**

**VI. New Business.**

- Board Resolution to Record One Notice of Delinquent Assessment.** Treasurer Repola read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Notice of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the property bearing Assessor's Parcel Number 049-1528-282, as authorized by Civil Code Sections 5650 and 5725 if such account has not been reinstated by the Notice of Intent to Lien expiration date." Knight moved, and Girouard seconded, to approve the aforementioned Notice of Delinquent Assessment. The motion was unanimously approved.
- Replacement Fund - Property Line Fence Extension at Market.** The additional fencing is requested to protect residents from a potential hazard created on an adjoining property outside of WCA control. After discussing the issue, **Knight moved, and Lutz seconded, to award the work to All American Fence for a contract amount of \$1,500 and an overall project budget of \$1,870 to be paid for out of the replacement fund. Knight, Lutz, Girouard and Blain voted for the motion with Repola abstaining. The motion was approved.**
- Replacement Fund - Reclassify Fire Alarm System Batteries to Replacement Fund.** After discussing the issue, **Knight moved, and Lutz seconded, to reallocate \$11,335.09 paid to Redhawk Fire and Security over to the replacement fund. The motion was unanimously approved.**

**VII. Upcoming Meetings.**

- Regular and Executive Session June 20, 2016.

**VII. Meeting adjourned at 8:29 p.m.**

APPROVED BY WCA Board of Directors June 20, 2016

  
/s/ Nancy Girouard, Secretary

# "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

May 23, 2016

**I. Call to Order.** President Robert C. Blain called the meeting to order at 7:02 p.m. Directors present were Nancy Girouard, Tom Knight, Joe Lutz and Albert Repola. Also present were General Manager Tim Sutherland and Assistant General Manager Loren Perciante. Charlotte Cochrane and Lubor Mrazek were absent.

## **II. Reports/Announcements.**

- Secretary's Report.** Secretary Girouard reported that the Board discussed and authorized compensation for its direct reports. The Board of Directors and WCA management conducted a rules violation hearing and special individual assessment hearing for unit A289. The Board fined the owner \$1,000 for installation of an illegal clothes washer and other unapproved modifications, and assessed a Special Individual Assessment of \$1,762.30 for direct damages to the common area as a result of the unapproved appliance plus all related WCA management labor costs (\$310.00) associated with repair and management oversight for a total Special Individual Assessment of \$2,072.30. The Board of Directors also voted to Record One (1) Notice of Default and Election to Sell for APN 49-1529-198.
- Treasurer's Report.** Treasurer Repola reported a favorable operating budget variance of \$195,405 through 4/30/2016. Repola also reported an operating fund balance of \$259,012 and a replacement fund balance of \$3,761,454 for a total of \$4,020,466. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
- Manager's Report.** General Manager Sutherland reported the following: April 2016 common area utility use: Electric +1.5%; Natural Gas +2.1%; Water use is down -5.1% at 74 gallons per unit per day; 199 rules violation notices were issued April 2016.
  - **Reinstitute Limited Guest Parking - After discussing the issue, Knight moved and Lutz seconded to test for 30 days a bank of (12-18) 24-hour designated "guest" parking spaces along Ensign Drive near the Tennis Courts. Knight, Lutz, Repola and Blain voted for the motion with Girouard abstaining. The motion was approved.**
- Controller's Report on Delinquent Assessments.** General Manager Sutherland reported that for April 2016, two new accounts were turned over to Allied Trustee Services to collect the delinquent assessment, late charges and interest. As of April 30, 2016, there were a total of thirteen accounts in collection. WCA recorded two Notices of Delinquent Assessment ("Lien") and seven Notices of Default against the subjected properties. Among the thirteen delinquent accounts, two accounts were under bankruptcy protection and three owners were making monthly installments toward ongoing payment plans.

## **III. WCA Committees.**

- Facilities Safety and Security.** Chair Betsy Cooley presented the Facilities Safety and Security ("F-SAS") committee's recommendation and support for the mechanical key project as outlined in the F-SAS minutes and supporting informational email provided to the Board. The goal is to begin the key replacements while the committee studies the various access control systems that may be suitable for the recreational areas. After a wide ranging discussion and hearing from staff that the project will cost about \$95,000 and six months to implement. After discussing the issue, **Knight moved, and Lutz seconded, to approve the committee's recommendation of the mechanical key project. Knight, Lutz, Girouard and Blain voted for the motion with Repola abstaining. The motion was approved.**

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**WATERGATE COMMUNITY ASSOCIATION  
OPERATING FUND  
BALANCE SHEET  
as of March 31, 2016**

**ASSETS:**

Cash	\$	189,741	
Investment		99,958	
Accounts Receivable-net of allowance for uncollectible accounts of \$120,643		4,828	
Other Receivable (Note 1.)		29,802	
Fixed assets, net accumulated depreciation of \$238,388		20,761	
Due from Replacement Fund		102,192	
Prepaid Health Insurance		36,894	
Prepaid Workers Compensation		9,557	
Prepaid Business Insurance		343,900	
Prepaid Income Taxes		11,600	
Other Prepaid Expenses (Note 2.)		24,547	
<b>TOTAL ASSETS</b>			<b>\$ 873,780</b>

**LIABILITIES AND FUND BALANCES:**

Accounts Payable	\$	140,670	
Accrued Expenses		175,815	
Assessments Received In Advance		114,700	
Other Liabilities (Note 3.)		175,705	
<b>TOTAL LIABILITES</b>			<b>\$ 606,890</b>
 <b>FUND BALANCE</b>			
Fund Balance as of July 1, 2015 (audited)	\$	350,274	
Current Year Excess/(Deficit)		(83,384)	
<b>Fund Balance as of March 31, 2016</b>			<b>266,890</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>			<b>\$ 873,780</b>

**Note 1 . Other Receivable:** Laundry Income and others

**Note 2 . Other Prepaid Expenses:** Prepaid Cable TV, Postage, Annual Pool Permit, Annual Fire Alarm Inspection...

**Note 3 . Other Liabilities:** Refundable Security Deposits for Lobby Keys, ID Cards, Bike Room Keys, Club Room Rental



# Treasurer's Report

## 04/18/16

A summary statement of revenues and expenses for the Operating Fund and the Replacement Fund for the ninth (09) month period ended March 31, 2016 compared to the budget follows:

Period: 07/01/15-03/31/16	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Actual Revenues</b>	\$ 3,718,712	\$ 1,643,145	\$ 5,361,857
<b>Budgeted Revenues</b>	3,709,626	1,670,574	5,380,200
Variance	\$ 9,086	\$ (27,429)	\$ (18,343)
 <b>Actual Expenses</b>			
Operating fund expenses	\$ 3,802,096		\$ 3,802,096
Interior Renovation Finishes		\$ 1,833,917	1,833,917
Tennis Court P.T. Cabling, Resurfacing		60,109	60,109
All other replacements		127,705	127,705
<b>Total Actual Expenses</b>	\$ 3,802,096	\$ 2,021,731	\$ 5,823,827
<b>Budgeted Expenses</b>	3,967,627	1,796,847	5,764,474
Variance	\$ 165,531	\$ (224,884)	\$ (59,353)
 <b>Actual Net Excess/(Deficit)</b>	\$ (83,384)	\$ (378,586)	\$ (461,970)
<b>Budgeted Net Excess/(Deficit)</b>	(258,001)	(126,273)	(384,274)
Variance to Budget	\$ 174,617	\$ (252,313)	\$ (77,696)

As of March 31, 2016, balance sheets of the Operating Fund and the Replacement Fund reflect the following values:

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total</u>
<b>Total Assets</b>	\$ 873,780	\$ 3,929,526	\$ 4,803,306
<b>Total Liabilities</b>	606,890	295,823	902,713
<b>Fund Balance as of 07/01/2015:</b> (audited)	350,274	4,012,289	4,362,563
Current Year Excess/(Deficit)	(83,384)	(378,586)	(461,970)
<b>Fund Balance as of 03/31/2016:</b>	<u>\$ 266,890</u>	<u>\$ 3,633,703</u>	<u>\$ 3,900,593</u>

**BRD.16.058**

#### IV. WCA Committees.

- Landscape Committee.** The committee presented a revised version of the "Vision for Landscaping" which will help guide landscaping decisions in regard to the sewer line, storm drains and irrigation site work planned over the next 5 years. **Mrazek moved, and Knight seconded to approve with the following changes to section 3, subsection d: "Per Board of Directors resolution approved 11/16/16, maintain or increase the total Watergate tree inventory when trees have to be removed. When replacing trees, use the largest appropriate and affordable trees possible, with Board approval." The motion was unanimously approved.**

#### V. Consent Agenda.

- Records – March 21, 2016 Regular Session Minutes.** Consent Agenda was approved without exception by unanimous consent.

#### VI. New Business.

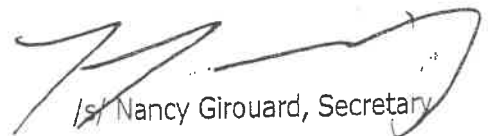
- Board Resolution to Record One Notice of Delinquent Assessment.** Secretary Girouard read the following resolution: "Resolved, the Board of Directors ("Board") for Watergate Community Association authorizes and instructs Allied Trustee Services to Record Notice of Delinquent Assessment ("Lien") in the full amount of unpaid assessments, late charges, interest and collection fees and costs against the property bearing Assessor's Parcel Number 049-1529-198, as authorized by Civil Code Sections 5650 and 5725 if such account has not been reinstated by the Notice of Intent to Lien expiration date." Knight moved, and Girouard seconded, to approve the aforementioned Notice of Delinquent Assessment. The motion was unanimously approved.
- Replacement Fund – Access Control Gates.** Funding is requested for the installation of Access Control gates for the C and E Center mailbox center core garage lobby landings. The Board requested additional pictures and information on the proposed gating system before moving forward.
- Replacement Fund - New Gym Equipment.** A discussion surrounding the proposed multi-function island equipment required more information and pricing that will be addressed at the next board meeting.

#### VII. Upcoming Meetings.

- Regular and Executive Session May 23, 2016.

#### VIII. Meeting adjourned at 8:22 p.m.

Approved By WCA Board of Directors May 23, 2016

  
/s/ Nancy Girouard, Secretary

A

# "APPROVED" WCA BOARD OF DIRECTORS MEETING MINUTES

April 18, 2016

- I. **Call to Order.** President Robert C. Blain called the meeting to order at 7:01 p.m. Directors present were Charlotte Cochrane, Nancy Girouard, Tom Knight, Joe Lutz, Lubor Mrazek and Albert Repola. Also present were General Manager Tim Sutherland, Controller Lisa Trabert and Assistant General Manager Loren Perciante. Treasurer Repola left the meeting after the vote on item II.
- II. **Approval of 2016/2017 Pro Forma Budget and Required Studies and Disclosures.**
- Operating and Replacement Fund Assessment Levels.** Consideration of a 3% Assessment Increase; Operating and Replacement assessment allocations; Approval of 2016-2017 Pro Forma Budget and Annual Policy Statement; **Knight moved, and Girouard seconded, that the Board of Directors approve the 2016/2017 Pro Forma Budget with a regular assessment level of \$6,975,271, which equates to a 3.0% annual assessment increase. Allocation to the replacement fund will be \$2,015,997, and \$4,959,274 goes to the operating fund; and approve the Annual Disclosures: 2016/2017 Collection Enforcement Policy, Schedule of Fines and Fees, and Internal Dispute Resolution Guidelines. Knight, Girouard, Blain, Cochrane, Lutz, and Repola voted to approve with Mrazek abstaining. The motion was approved.**
- III. **Reports/Announcements.**
- Secretary's Report.** Secretary Girouard reported on the Board of Directors and WCA management conducting rules violation hearings for units A481 and F342. The Board fined the owner of A481 \$350, and fined the owner of F342 \$250. The Board of Directors participated in a non-voting budget working session prior to the meeting.
  - Treasurer's Report.** General Manager Sutherland reported a favorable operating budget variance of \$174,617 through 3/31/2016. Sutherland also reported an operating fund balance of \$266,890 and a replacement fund balance of \$3,633,703 for a total of \$3,900,593. The full report is available at the WCA office and [watergatehoa.com](http://watergatehoa.com).
    - **Quarterly Review of Accounts. Knight moved, and Mrazek seconded, to accept the Quarterly Review of Accounts. The motion was unanimously approved.**
  - Manager's Report.** General Manager Sutherland reported the following: March 2016 common area utility use: Electric +3.6%; Natural Gas +3.7%; Water use is down -10.0% at 72 gallons per unit per day; 228 rules violation notices issued with 114 being parking tickets issued.
  - Controller's Report on Delinquent Assessments.** Controller Lisa Trabert reported that during the month of March 2016, there was one new account turned over to Allied Trustee Services to collect the delinquent assessment, late charges and interest. As of March 31, 2016, there were a total of eleven accounts in collection. We recorded one Notice of Delinquent Assessment ("Lien") and seven Notices of Default against the subjected properties. Among the eleven delinquent accounts, two accounts were under bankruptcy protection and three owners were making monthly installments toward on-going payment plans.

NL

# Watergate Community Homeowners Association Certification

## FINANCIAL INFORMATION:

1. Number of Units in arrears for monthly dues in excess of thirty (30) days: **9**  
Total amount of arrearage: **\$4,148.08**
2. Number of Units in arrears for monthly dues in excess of sixty (60) days: **6**  
Total amount of arrearage: **\$3,135.94**
3. Number of Units in arrears for monthly dues in excess of ninety (90) days: **11**  
Total amount of arrearage: **\$70,707.26**
4. The range of monthly dues is: **\$383.29 to \$741.65; starting July 1, 2017, \$394.78 – \$763.89**
5. Does the Project contain any "affordable housing" Units? **No**
6. The fiscal year for the Association is: **July through June, annually**
7. Does the Association currently carry any mortgages or other long-term debt? **No**
8. The Association transfer fee is: **\$235.00**
9. Does the HOA handle disbursement of Association funds? **Yes**
10. Is there any pending litigation against the Association? **No.**
11. Does the budget contain adequate dollar amounts for replacement reserves? **Yes**
12. Are late fees charged? **Yes - 10% of the monthly assessment, accrued after 15 days from the due date**
13. Is interest charged? **Yes - 12% per annum on the unpaid delinquent assessments**

## INSURANCE INFORMATION:

1. Are Units or common improvements located in a flood zone? **No**
2. Is the Association insured for general liability? **Yes**
3. Is the Association insured for Fidelity Bond? **Yes**
4. Does the Association have Earthquake Insurance? **No**
5. Does the Association have Fire Insurance? **Yes**
6. Name of Insurance Agent: **Christine Muduryan**  
**44 Montgomery Street, 17<sup>th</sup> Floor**  
**San Francisco, Ca 94104**  
**(415) 357-9249**  
**cmuduryan@mocins.com**

Documents required by WCA office to process a change in ownership are: **Escrow statement and recorded Grant Deed**

*This information<sup>iii</sup> is being provided at the request of the homeowner, buyer or seller's agent in the sale or refinance of the property named at the top this document. Disclosure Authorization signed by the homeowner(s) is on file with the WCA office. The above information has been processed by a representative of the Watergate Community Association.*

Processor Signature: \_\_\_\_\_

Updated: June 20, 2017

**Watergate Community Association**  **Emeryville, California**  **Phone: (510) 428-0118**  **Fax: (510) 428-0379**

<sup>i</sup> The Association, its Agents, Directors, Officers or Representatives accepts no liability for the accuracy of this information, as the estimated "owner and family occupied" percentages change on an ongoing basis.

<sup>ii</sup> The Association, its Agents, Directors, Officers or Representatives accepts no liability for the accuracy of this information, as the estimated "rentals" percentages change on an ongoing basis.

<sup>iii</sup> The data provided is for information gathering purposes and it is understood that this information can change at any time and therefore the Association, its Agents, Directors, Officers or Representatives accepts no liability for the accuracy of this information.

## Watergate Community Homeowners Association Certification

This certification is provided in regard to the following Watergate unit address:

D325  
Emeryville, CA 94608

1. Legal Name of the Project: **The Watergate Community Association**
2. Type of Project: **Apartments converted to condominiums**
3. Age of Project: **45 years**
4. Are Unit Owners (other than developer) in control of the Association: **Yes**
5. Date Control of the Association passed to Units: **August 1979**
6. Total number of Units: **1,249**
7. Total number of Units that are sold & closed: **1,249**
8. Total number of Units that are unsold: **0**
9. Total number of Units that are "owner and family occupied": **640 (approximately 51%)**  
**\*The Association has not verified the accuracy of this information with individual owners<sup>i</sup>**
10. Total number of Units that are "rentals": **609 (approximately 49%)**  
**\*The Association has not verified the accuracy of this information with individual owners<sup>ii</sup>**
11. How many homeowners own more than one unit:
  - a) **67 own 2 Units each**
  - b) **16 own 3 Units each**
  - c) **5 own 4 Units each**
  - d) **7 own 5 Units each**
  - e) **1 own 6 Units each**
12. Does any single entity own more than 10% of the total Units within the Project? **No**
13. Does the Project employ the services of a Management Company? **No**  
**Management is employed by WCA**
14. Is any Unit designated for Commercial Use Only? **2 Units - combined square footage approx. 1,774 sq. ft.**
15. Does Project allow daily or weekly rentals? **No units shall be used for hotel or transient purposes**
16. Does the Project allow pets? **"No animals, livestock, poultry, dogs, birds, parrots or other household pets of any kind or description" – per CC&R's page 29, Article 6.12 - The only exception is cats and only two are allowed per unit - Cats must be kept in units and are not allowed to roam the common areas**
17. Are cleaning services made available to Units? **No**
18. Is there an on-site rental desk? **No, however all on-site owners or their tenants are required to register with the Association**
19. Is there more than one (1) Association for the Project? **No**

### CONSTRUCTION INFORMATION:

1. Are all Units and Common Areas complete? **Yes**
2. Are the Units and Common Areas held fee simple or leasehold? **Fee Simple**
3. Are the recreational facilities owned in fee simple or leasehold? **Fee Simple**
4. Is the Project subject to additional phasing or annexation? **No**
5. Can the Project be expanded beyond its current use? **No**
6. Is the Project subject to "Exclusionary Zoning" which restricts the future sales of any Units? **No**
7. Do declarations or other documents contain Right of 1<sup>st</sup> Refusal in favor of the Association to purchase any Unit in the Project offered for sale, lease, or transfer? **No**
8. Recreation Facilities include: **2 recreation clubs, 4 swimming pools, tennis courts, boardwalk, and miscellaneous common areas**
9. Are there any recreational or common area leases? **No**

Continued to Page 2:

Date \_\_\_\_\_

Date \_\_\_\_\_

## **INSURANCE GUIDELINES FOR WATERGATE COMMUNITY ASSOCIATION ("WCA") UNIT OWNERS**

The Association carries the level of insurance specified by Civil Code Section 5805 and pursuant to that section, owners may be individually liable only for their proportional share of assessments levied to pay the amount of any judgment which may be rendered in favor of a plaintiff bringing an action in tort arising solely by reason if an ownership interest in the common area which exceeds the limit of the Association's insurance.

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

Because of obligations imposed upon Unit Owners by the governing documents, it is strongly urged that all owners purchase such insurance, as it is available to cover their respective obligation and interests.

### **Owner-Occupied Units**

Each owner is advised to carry a Condominium Owners Policy, often referred to as HO6, or similar policy with adequate limits to cover all interior finishes, fixtures and equipment, including but not limited to cabinets, countertops, floor coverings, and appliances.

Such policy should also include loss assessment coverage for losses that may be assessed by the association against individual owners for certain uninsured losses; e.g., the association's deductible. The policy must also include adequate limits for Personal Liability, the Owner's personal effects, and additional living expenses.

### **Rental Units**

Owners have the same obligations under the governing documents whether they occupy their units or rent them to others. Therefore, they will have to carry the same coverages as previously described other than insuring their personal effects and additional living expenses. They may wish to add coverage for loss of rental income in the event the unit becomes uninhabitable due to a fire or other covered loss. The tenants, must of course, cover their own personal effects, personal liability, and additional living expenses.

The above comments are intended to be a general guide to assist Unit Owners in setting up proper insurance programs. It is important that all Owners consult with their insurance agents to set up a program that meets their specific requirements.

### **CONDOMINIUM ASSOCIATION UNIT PROPERTY EXCLUSIONS:**

This insurance does not cover against loss or damage to the following property:

1. Fixtures, appliances, cabinets, countertops, floor coverings, ceiling coverings, wall coverings, installations, alterations and additions; that comprise part of the building when situated within a portion of the premises used exclusively by an individual condominium unit-owner;
2. Household and personal property owned by or in the care, custody, and control of the individual condominium unit owners.



655 North Central Avenue  
Suite 2108  
Glendale, CA 91208  
License # 0D44433

☎ 818 638-8525  
☎ 818 638-8551

August 14, 2014

To: Watergate Condominium Association

The CIA Property Insurance program is not a pooled program and issues coverage dedicated to the individual location identified in the evidence of insurance on an individual per occurrence basis; meaning no other properties, whether affiliated or unaffiliated, would be covered under the evidence of insurance issued to Watergate Condominiums as the result of an individual occurrence.

- Coverage is provided on a replacement cost basis.
- There is no co-insurance requirement.
- The catastrophic perils of earthquake, flood and named storm in tier I and tier II counties are excluded from coverage under the policy form.
- All claims are paid per occurrence.
- All coverages are automatically reinstated following an occurrence.
- There is no annual aggregate limit.
- All carriers providing coverage are A.M. Best "A" rated carriers.

A handwritten signature in black ink, appearing to read 'Wayne Swanson', is written over a horizontal line.

Wayne Swanson, CRCU

Chief Operating Officer



655 North Central Avenue  
Suite 2100  
Glendale, CA 91203  
License # 0D44433

t: 818 638-8525  
f: 818 638-8551

May 14, 2014

To Whom It May Concern:

To clarify, the CIBA property program is not an umbrella program, nor a blanket, pooled or shared program.

The CIBA Property Insurance Program provides coverage on a replacement cost basis with no co-insurance requirement. That coverage is provided on an individual per occurrence basis and is dedicated to the location identified in the evidence of insurance; meaning coverage for an individual occurrence at that location is not shared or reduced by another individual occurrence at another location or from an unaffiliated association. All claims are paid per occurrence. In addition, all coverages are automatically reinstated following an occurrence with no annual aggregate. No other condominium associations are covered under the evidence of insurance issued to this condominium association as the result of an individual occurrence.

Wayne Swanson, CPCU

Chief Operating Officer





655 North Central Avenue  
Suite 2100  
Glendale, CA 91203  
t: 818-638-8525  
f: 818-638-8551  
License #0D44433

**SUBJECT:** FANNIE MAE SINGLE FAMILY HOA/CONDO UNIT OWNER

**DATE:** June 30, 2015

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**Frequently Asked Question:**

Does the CIBA Program allow Condominium/HOA unit owners to qualify for Fannie Mae backed mortgages?

**Answer:**

As a result of additional limits being purchased, the CIBA Program now offers each insured their own "Exclusive Limits." These limits are stated specifically for each insured on their own individual Declarations Page of the policy and reflected in the Evidence of Insurance issued by CIBA.

CIBA remains a layered program with \$1 Billion per occurrence of underlying coverage provided to all its insureds. In the unlikely event a single occurrence exhausts the \$1 Billion per occurrence member limit, this additional layer of coverage, provided by Great Lakes UK (GLUK) / Munich Re, gives each insured individual coverage up to its declared value with no aggregate restrictions.

This component of CIBA's restructured program has been reviewed with the Fannie Mae Single Family unit for compliance with Fannie Mae's Selling Guide and Announcement SEL-2013-08. Lenders who have questions about Fannie Mae's requirements should contact Fannie Mae directly. For questions or more information about CIBA's program, please contact your CIBA Sales Representative or Underwriter.

## COMMENTS/REMARKS

COMPANY: Great American Insurance Company  
POLICY TERM: 3/31/2017 to 3/31/2018  
POLICY #CPP185618800  
LIMIT: \$80,472,400 xs of \$150,000,000

COMPANY: Homeland Insurance Company of New York  
POLICY #795005893  
POLICY TERM: 3/31/2017 to 3/31/2018  
LIMIT: \$57,618,100 xs of \$230,472,000

## COMMENTS/REMARKS

### ADDITIONAL INSURANCE CARRIER INFORMATION

ASPEN SPECIALTY INSURANCE COMPANY Policy: PX005JP17  
ASPEN SPECIALTY INSURANCE COMPANY Policy: PXA9U1W17  
ASPEN SPECIALTY INSURANCE COMPANY Policy: PXAC92U17  
ASPEN SPECIALTY INSURANCE COMPANY Policy: PXAG9R817  
CERTAIN UNDERWRITERS AT LLOYD'S, LONDON Policy: B1230AP03105A17  
CERTAIN UNDERWRITERS AT LLOYD'S, LONDON Policy: B1230AP03105C17  
CERTAIN UNDERWRITERS AT LLOYD'S, LONDON Policy: B1230AP03105D17  
CERTAIN UNDERWRITERS AT LLOYD'S, LONDON - BRIT SYNDICATE 2987 Policy: PD-10157-03  
CERTAIN UNDERWRITERS AT LLOYD'S, LONDON - HISCOX SYNDICATE 3624 Policy: URS2542823.17  
COLONY INSURANCE COMPANY Policy: XP264050  
COLONY INSURANCE COMPANY Policy: XP264068  
COLONY INSURANCE COMPANY Policy: XP264069  
EVANSTON INSURANCE COMPANY Policy: MKLV11XP005614  
EVEREST INDEMNITY INSURANCE COMPANY Policy: CA3P005794171  
EVEREST INDEMNITY INSURANCE COMPANY Policy: CA3X000837171  
EVEREST INDEMNITY INSURANCE COMPANY Policy: CA3X001111171  
FIRST SPECIALTY INSURANCE CORPORATION Policy: ESP 2002142 00  
GREAT LAKES INSURANCE SE Policy: B1230AP04387A16  
GREAT LAKES INSURANCE SE / HARTFORD STEAM BOILER Policy: 059488-01-16  
HALLMARK SPECIALTY INSURANCE COMPANY Policy: 73PRX179CB7  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005771  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005772  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005773  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005774  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005775  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005776  
HOMELAND INSURANCE COMPANY OF NEW YORK Policy: 795005777  
INDIAN HARBOR INSURANCE COMPANY Policy: PRO0037150-05  
IRONSHORE SPECIALTY INSURANCE COMPANY Policy: 001961203  
IRONSHORE SPECIALTY INSURANCE COMPANY Policy: 001961303  
IRONSHORE SPECIALTY INSURANCE COMPANY Policy: 001961503  
IRONSHORE SPECIALTY INSURANCE COMPANY Policy: 002712001  
IRONSHORE SPECIALTY INSURANCE COMPANY Policy: 003107500  
LANDMARK AMERICAN INSURANCE COMPANY Policy: LHD399814  
LIBERTY SURPLUS INSURANCE CORPORATION Policy: 1000255846-01  
LIBERTY SURPLUS INSURANCE CORPORATION Policy: 1000255888-01  
MITSUI SUMITOMO INSURANCE COMPANY of AMERICA Policy: EXP7000151  
MUNICH RE UK SERVICES LIMITED Policy: B1230AP01952A17  
NATIONAL FIRE & MARINE INSURANCE COMPANY Policy: 92GFP0100  
ROCKHILL INSURANCE COMPANY Policy: RCPXR0000045-00  
SCOTTSDALE INSURANCE COMPANY Policy: AJS0000510  
STEADFAST INSURANCE COMPANY Policy: XPP5532866-03  
UNITED NATIONAL INSURANCE COMPANY Policy: LP0000888

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy, shall be paid to the Payee named on the first page of this policy, its successors and assigns, hereinafter referred to as "the Lender" in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said lender.
2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage of trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the Lender while exercising active control and management of the property.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of the policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and its is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.
4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.
5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.
7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch described on the first page of the policy.

Approved:

Board of Fire Underwriters of the Pacific,  
California Bankers' Association,  
Committee on Insurance

**THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.**

<b>PRODUCER NAME</b> R-T Specialty - Georgia 5585 Glenridge Connector, Suite 550 Atlanta, GA 30342 License #: Phone: (770) 422-0747 Fax: (770) 422-9027		<b>PHONE</b>	<b>COMPANY NAME AND ADDRESS</b> Everest Indemnity Insurance Company P.O. Box 830 Liberty Corner, NJ 07938-0830 Tel: (908) 604-3000 Fax: (908) 604-3450		<b>NAIC NO:</b> AA-1120697
<b>CODE:</b> 824 / RTSGA		<b>SUB CODE:</b>	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
<b>AIN:</b> 5318P/Watergate Community Association			<b>LOAN NUMBER</b> 0568482258	<b>POLICY NUMBER</b> AIN5318	
<b>NAMED INSURED AND ADDRESS</b> Watergate Community Association 8 Captain Drive Emeryville, CA 94508			<b>EFFECTIVE DATE</b> 03/31/2017	<b>EXPIRATION DATE</b> 03/31/2018	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
<b>ADDITIONAL NAMED INSURED(S)</b>			<b>THIS REPLACES PRIOR EVIDENCE DATED:</b>		

**PROPERTY INFORMATION (Use additional sheets if more space is required)**

**LOCATION DESCRIPTION**  
8 Captain Drive (1249 Units), Emeryville, CA 94608-1744

**COVERAGE INFORMATION**

CAUSE OF LOSS FORM  BASIC  BROAD  SPECIAL  OTHER

<b>COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:</b>		<b>\$150,000,000</b>	per occurrence	<b>DED: \$10,000</b>
	<b>YES</b>	<b>NO</b>		
BUSINESS INCOME / RENTAL VALUE (incl Extra Expense)		<input checked="" type="checkbox"/>	If YES, LIMIT:	<input checked="" type="checkbox"/> Actual Loss Sustained 24 # of months
BLANKET COVERAGE		<input checked="" type="checkbox"/>	If YES, indicate amount of insurance on properties identified above: \$	
TERRORISM COVERAGE	<input checked="" type="checkbox"/>		Attach signed Disclosure Notice / DEC	
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?		<input checked="" type="checkbox"/>	If YES, SUB LIMIT:	DED:
IS COVERAGE A STAND ALONE POLICY?	<input checked="" type="checkbox"/>		If YES, LIMIT: REFER TO APPENDIX	DED: \$10,000
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?	<input checked="" type="checkbox"/>		If YES, SUB LIMIT: INCLUDED	DED: INCLUDED
COVERAGE FOR MOLD	<input checked="" type="checkbox"/>		If YES, LIMIT: \$10,000	DED: \$10,000
MOLD EXCLUSION (If "YES", specify organizations's form used)		<input checked="" type="checkbox"/>		
REPLACEMENT COST	<input checked="" type="checkbox"/>			
AGREED AMOUNT	<input checked="" type="checkbox"/>			
COINSURANCE		<input checked="" type="checkbox"/>	If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	<input checked="" type="checkbox"/>		If YES, LIMIT: \$7,500,000	DED: \$10,000
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building	<input checked="" type="checkbox"/>		If YES, LIMIT: INCLUDED	DED: \$10,000
- Demolition Costs	<input checked="" type="checkbox"/>		If YES, LIMIT: INCL. SUBJECT TO SUBLIMIT	DED: \$10,000
- Incr. Cost of Construction	<input checked="" type="checkbox"/>		If YES, LIMIT: INCL. SUBJECT TO SUBLIMIT	DED: \$10,000
EARTHQUAKE (if Applicable)		<input checked="" type="checkbox"/>	SUBJECT TO SEPARATE EQ/FLOOD SUBLIMIT AND EQ/FLOOD DEDUCTIBLES	
FLOOD (if Applicable)		<input checked="" type="checkbox"/>	SUBJECT TO SEPARATE EQ/FLOOD SUBLIMIT AND EQ/FLOOD DEDUCTIBLES	
WIND / HAIL (if Separate Policy)			If YES, LIMIT:	DED: REFER TO ENDORSEMENT
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS	<input checked="" type="checkbox"/>			

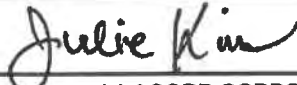
**REMARKS - Including Special Conditions (Use additional sheets if more space is required)**

Business Income / Rental Value (including Extra Expense): EXTENDED PERIOD OF INDEMNITY IS 180 DAYS

**CANCELLATION**

THE POLICIES ARE SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY(IES) BE TERMINATED, THE COMPANY(IES) WILL GIVE THE INSURED INTEREST IDENTIFIED 30 DAYS WRITTEN NOTICE, 10 DAYS FOR NON-PAYMENT, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

<b>NAME AND ADDRESS</b>  For informational purposes only.		<b>LENDER SERVICING AGENT NAME AND ADDRESS</b>	
<b>MORTGAGEE</b>	438BFUNS Applies	<b>AUTHORIZED REPRESENTATIVE</b>  	
<b>LOSS PAYEE</b>			

## COMMENTS/REMARKS

Directors & Officers Coverage: 08/12/2016-08/12/2017  
Federal Insurance Company Policy #82410633  
Limit: \$1,000,000 / Retention: \$10,000

Total Number of Units: 1,249



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MOC Insurance Services License No. 0589960 44 Montgomery St., 17th Fl. San Francisco CA 94104	<b>CONTACT NAME:</b> Jeff Holman <b>PHONE (A/C No. Ext):</b> (415) 957-0600 <b>E-MAIL ADDRESS:</b> jholman@mocins.com		<b>FAX (A/C No.):</b> (415) 957-0577
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Watergate Community Association 8 Captain Drive Emeryville CA 94608	<b>INSURER A:</b> Nationwide Mutual Insurance Company		23787
	<b>INSURER B:</b> Great American Insurance Co		16691
	<b>INSURER C:</b> Pacific Compensation Insurance		11555
	<b>INSURER D:</b> Federal Insurance Company		20281
	<b>INSURER E:</b> Hanover Insurance Company		22292
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**17-18                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ACP7887182815	3/31/2017	3/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACP7887182815	3/31/2017	3/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI split \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UM30095798	3/31/2017	3/31/2018	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WA00112302	12/31/2016	12/31/2017	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>FIDELITY CRIME</b>			82215061	3/31/2017	3/31/2018	Deductible: \$10,000    \$5,000,000
E	<b>EXCESS CRIME</b>			1028900	3/31/2017	3/31/2018	\$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INFORMATIONAL EVIDENCE OF INSURANCE.

<b>CERTIFICATE HOLDER</b>  <b>INFORMATIONAL EVIDENCE OF INSURANCE</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Jeff Holman/CMU

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **INSURANCE GUIDELINES FOR WATERGATE COMMUNITY ASSOCIATION ("WCA") UNIT OWNERS**

The Association carries the level of insurance specified by Civil Code Section 5805 and pursuant to that section, owners may be individually liable only for their proportional share of assessments levied to pay the amount of any judgment which may be rendered in favor of a plaintiff bringing an action in tort arising solely by reason if an ownership interest in the common area which exceeds the limit of the Association's insurance.

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

Because of obligations imposed upon Unit Owners by the governing documents, it is strongly urged that all owners purchase such insurance, as it is available to cover their respective obligation and interests.

### **Owner-Occupied Units**

Each owner is advised to carry a Condominium Owners Policy, often referred to as HO6, or similar policy with adequate limits to cover all interior finishes, fixtures and equipment, including but not limited to cabinets, countertops, floor coverings, and appliances.

Such policy should also include loss assessment coverage for losses that may be assessed by the association against individual owners for certain uninsured losses; e.g., the association's deductible. The policy must also include adequate limits for Personal Liability, the Owner's personal effects, and additional living expenses.

### **Rental Units**

Owners have the same obligations under the governing documents whether they occupy their units or rent them to others. Therefore, they will have to carry the same coverages as previously described other than insuring their personal effects and additional living expenses. They may wish to add coverage for loss of rental income in the event the unit becomes uninhabitable due to a fire or other covered loss. The tenants, must of course, cover their own personal effects, personal liability, and additional living expenses.

The above comments are intended to be a general guide to assist Unit Owners in setting up proper insurance programs. It is important that all Owners consult with their insurance agents to set up a program that meets their specific requirements.

### **CONDOMINIUM ASSOCIATION UNIT PROPERTY EXCLUSIONS:**

This insurance does not cover against loss or damage to the following property:

1. Fixtures, appliances, cabinets, countertops, floor coverings, ceiling coverings, wall coverings, installations, alterations and additions; that comprise part of the building when situated within a portion of the premises used exclusively by an individual condominium unit-owner;
2. Household and personal property owned by or in the care, custody, and control of the individual condominium unit owners.



- Great American Insurance Company
- A.M. Best Rating: A+ (Superior) XV
- Effective Date: 3/31/2017-3/31/2018
- Limit of Liability: \$25,000,000

**IV. FIDELITY CRIME COVERAGE - PRIMARY:**

- Carrier: Federal Insurance Company (Chubb Group)
- A.M. Best Rating: A++ (Superior) XV
- Policy Period: 3/31/2017-3/31/2018
- Limit: \$5,000,000
- Deductible: \$10,000

**V. FIDELITY CRIME COVERAGE - EXCESS:**

- Carrier: Hanover Insurance Group
- A.M. Best Rating: A (Excellent) XV
- Policy Period: 3/31/2017-3/31/2018
- Limit: \$6,000,000
- Deductible: Nil

**VI. DIRECTORS AND OFFICERS COVERAGE:**

- Carrier: Federal Insurance Company (Chubb)
- A.M. Best Rating: A++ (Excellent) XV
- Policy Period: 8/12/2016-8/12/2017
- Limit: \$1,000,000
- Retention: \$10,000

**VII. WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

- Carrier: Pacific Compensation Insurance Company
- A.M. Best Rating: A- (Excellent) VII
- Policy Period: 12/31/2016-12/31/2017
- Limits:
  - Each Accident: \$1,000,000
  - Disease - Each Employee: \$1,000,000
  - Disease – Policy Limit: \$1,000,000

The above policies do not insure the unit owners for personal property, walls in or Improvements and Betterments. The Unit owner must purchase HO6 policies for these coverages.

*This document is issued as a matter of information only. This is a summary of coverage's only; refer to the actual policy for applicable terms of coverage, including limits, exclusions, limitations and forms. The terms and conditions of the policy take precedence.*

**WATERGATE COMMUNITY ASSOCIATION**  
**8 Captain Drive, Emeryville CA, 94608**  
**INSURANCE COVERAGE**  
**2017-2018**

**I. COMMERCIAL PROPERTY:**

- Carrier: CIBA Program – Primary Carrier Everest Indemnity Insurance Company
  - A.M. Best Rating: A+ (Superior) XV
  - \$150M limit
- Carrier: Great American Insurance Company
  - A.M. Best Rating: A+ (Superior) XV
  - \$80,472,400 excess \$150M
- Carrier: Homeland Ins Co of New York
  - A.M. Best Rating: A (Excellent) X
  - \$57,618,100 excess \$230,472,400 (total limit: \$288,090,500)
- Effective Date: 3/31/2017-3/31/2018
- Replacement Cost
- EQSL included
- Building Value: \$288,090,500
- Equipment Breakdown: \$7,500,000
- Asbestos Removal: \$25,000
- Building Ordinance Coverage: \$10,000,000 Combined Single Limit
  - Demolition
  - Increased Cost of Construction
- Deductible: \$10,000, except:
  - \$25,000 Water or Liquid Damage
- Coverage is Provided for Walls Out
- Terrorism Coverage: Included
- Flood Coverage: Excluded
- Earthquake Coverage: Excluded

**II. GENERAL LIABILITY:**

- Carrier: Allied Insurance
- A.M. Best Rating: A+ (Superior) XV
- Effective Date: 3/31/2017-3/31/2018
- Limits of Liability: \$1,000,000 Per Occurrence / \$2,000,000 Aggregate
- Personal Injury: \$1,000,000
- Products Liability: \$2,000,000
- Medical Payments: \$5,000 – each person
- No Deductible

**III. UMBRELLA LIABILITY:**

**Watergate Community Association  
2017/2018  
Reserve Fund Cash Flow Projections**

**Please Note that year new refers to this association's fiscal year. IE, 2017 refers to 2017/2018 fiscal year.**

Fiscal Year	Projected Year Begin. Reserve Fund Balance	Proposed Ann. Reserve Fund Contribution	Proposed Ann. Reserve Fund Contrib. Increase in %	Projected Inflated Reserve Fund Expenditures	Projected Net Interest Earned On Reserve Accts	Total Prop. Special Assessment (if any)	Total Income From Other Sources (if any)	Calculated Reserve Fund Year Ending Balance	Minimum Requested Reserve Fund Balance	Will Assoc. be able to meet the years fund. Oblig's?
2016		\$2,015,997						\$5,500,000		
2017	\$5,500,000	\$2,076,477	3.00%	\$1,889,142	\$85,310	\$0	\$0	\$5,772,645	\$0	Yes
2018	\$5,772,645	\$2,107,041	1.47%	\$2,271,463	\$84,123	\$0	\$0	\$5,692,347	\$0	Yes
2019	\$5,692,347	\$2,223,184	5.51%	\$5,345,356	\$38,553	\$0	\$0	\$2,608,729	\$0	Yes
2020	\$2,608,729	\$2,343,870	5.43%	\$2,948,784	\$30,057	\$0	\$0	\$2,033,872	\$0	Yes
2021	\$2,033,872	\$2,469,256	5.35%	\$2,478,214	\$30,374	\$0	\$0	\$2,055,288	\$0	Yes
2022	\$2,055,288	\$2,530,987	2.50%	\$788,655	\$56,964	\$0	\$0	\$3,854,584	\$0	Yes
2023	\$3,854,584	\$2,594,262	2.50%	\$1,096,505	\$80,285	\$0	\$0	\$5,432,626	\$0	Yes
2024	\$5,432,626	\$2,659,118	2.50%	\$988,945	\$106,542	\$0	\$0	\$7,209,341	\$0	Yes
2025	\$7,209,341	\$2,725,596	2.50%	\$1,072,378	\$132,938	\$0	\$0	\$8,995,497	\$0	Yes
2026	\$8,995,497	\$2,793,736	2.50%	\$829,065	\$164,403	\$0	\$0	\$11,124,571	\$0	Yes
2027	\$11,124,571	\$2,863,580	2.50%	\$786,799	\$198,020	\$0	\$0	\$13,399,371	\$0	Yes
2028	\$13,399,371	\$2,935,169	2.50%	\$1,960,225	\$215,615	\$0	\$0	\$14,589,930	\$0	Yes
2029	\$14,589,930	\$3,008,548	2.50%	\$5,366,283	\$183,483	\$0	\$0	\$12,415,678	\$0	Yes
2030	\$12,415,678	\$3,083,762	2.50%	\$4,421,237	\$166,173	\$0	\$0	\$11,244,376	\$0	Yes
2031	\$11,244,376	\$3,160,856	2.50%	\$3,318,189	\$166,306	\$0	\$0	\$11,253,350	\$0	Yes
2032	\$11,253,350	\$3,239,877	2.50%	\$3,053,461	\$171,596	\$0	\$0	\$11,611,362	\$0	Yes
2033	\$11,611,362	\$3,320,874	2.50%	\$2,151,093	\$191,717	\$0	\$0	\$12,972,861	\$0	Yes
2034	\$12,972,861	\$3,403,896	2.50%	\$2,979,328	\$200,961	\$0	\$0	\$13,598,390	\$0	Yes
2035	\$13,598,390	\$3,488,994	2.50%	\$3,152,026	\$209,030	\$0	\$0	\$14,144,388	\$0	Yes
2036	\$14,144,388	\$3,576,218	2.50%	\$2,821,283	\$223,490	\$0	\$0	\$15,122,813	\$0	Yes
2037	\$15,122,813	\$3,665,624	2.50%	\$680,006	\$271,626	\$0	\$0	\$18,380,057	\$0	Yes
2038	\$18,380,057	\$3,757,265	2.50%	\$1,490,004	\$309,710	\$0	\$0	\$20,957,028	\$0	Yes
2039	\$20,957,028	\$3,851,196	2.50%	\$2,345,558	\$336,940	\$0	\$0	\$22,799,607	\$0	Yes
2040	\$22,799,607	\$3,947,476	2.50%	\$1,045,519	\$385,523	\$0	\$0	\$26,087,087	\$0	Yes
2041	\$26,087,087	\$4,046,163	2.50%	\$1,358,214	\$431,626	\$0	\$0	\$29,206,661	\$0	Yes
2042	\$29,206,661	\$4,147,317	2.50%	\$3,888,518	\$441,982	\$0	\$0	\$29,907,442	\$0	Yes
2043	\$29,907,442	\$4,251,000	2.50%	\$1,673,372	\$487,276	\$0	\$0	\$32,972,346	\$0	Yes
2044	\$32,972,346	\$4,357,275	2.50%	\$8,216,705	\$436,694	\$0	\$0	\$29,549,610	\$0	Yes
2045	\$29,549,610	\$4,466,207	2.50%	\$5,163,832	\$432,780	\$0	\$0	\$29,284,765	\$0	Yes
2046	\$29,284,765	\$4,577,862	2.50%	\$938,919	\$493,856	\$0	\$0	\$33,417,563	\$0	Yes

Note: The cash flow projections contained above are based on the statistical model presented in the 1st, 2nd and 3rd ten years expenditures charts. Deviation from that model will cause deviations in the cash flow projections shown above.

**Watergate Community Association  
2017/2018  
30-YEAR PERCENT FUNDED CALCULATIONS**

	<b>Fiscal Year</b>	<b>Calculated Actual Year End Reserve Balance</b>	<b>Calculated Required Accumulated Reserves</b>	<b>Calculated Percent Funded</b>	<b>Calc. Average Per Unit Unfunded Liability</b>
Yr. 1	2017	\$5,772,645	\$19,176,192	30.10%	\$10,731
Yr. 2	2018	\$5,692,347	\$18,855,597	30.19%	\$10,539
Yr. 3	2019	\$2,608,729	\$19,326,987	13.50%	\$13,385
Yr. 4	2020	\$2,033,872	\$19,810,161	10.27%	\$14,232
Yr. 5	2021	\$2,055,288	\$20,305,415	10.12%	\$14,612
Yr. 6	2022	\$3,854,584	\$20,813,051	18.52%	\$13,578
Yr. 7	2023	\$5,432,626	\$21,333,377	25.47%	\$12,731
Yr. 8	2024	\$7,209,341	\$21,866,711	32.97%	\$11,735
Yr. 9	2025	\$8,995,497	\$22,413,379	40.13%	\$10,743
Yr. 10	2026	\$11,124,571	\$22,973,714	48.42%	\$9,487
Yr. 11	2027	\$13,399,371	\$23,548,056	56.90%	\$8,125
Yr. 12	2028	\$14,589,930	\$24,136,758	60.45%	\$7,644
Yr. 13	2029	\$12,415,678	\$24,740,177	50.18%	\$9,867
Yr. 14	2030	\$11,244,376	\$25,358,681	44.34%	\$11,300
Yr. 15	2031	\$11,253,350	\$25,992,648	43.29%	\$11,801
Yr. 16	2032	\$11,611,362	\$26,642,464	43.58%	\$12,035
Yr. 17	2033	\$12,972,861	\$27,308,526	47.50%	\$11,478
Yr. 18	2034	\$13,598,390	\$27,991,239	48.58%	\$11,523
Yr. 19	2035	\$14,144,388	\$28,691,020	49.30%	\$11,647
Yr. 20	2036	\$15,122,813	\$29,408,296	51.42%	\$11,438
Yr. 21	2037	\$18,380,057	\$30,143,503	60.98%	\$9,418
Yr. 22	2038	\$20,957,028	\$30,897,091	67.83%	\$7,958
Yr. 23	2039	\$22,799,607	\$31,669,518	71.99%	\$7,102
Yr. 24	2040	\$26,087,087	\$32,461,256	80.36%	\$5,103
Yr. 25	2041	\$29,206,661	\$33,272,787	87.78%	\$3,256
Yr. 26	2042	\$29,907,442	\$34,104,607	87.69%	\$3,360
Yr. 27	2043	\$32,972,346	\$34,957,222	94.32%	\$1,589
Yr. 28	2044	\$29,549,610	\$35,831,153	82.47%	\$5,029
Yr. 29	2045	\$29,284,765	\$36,726,932	79.74%	\$5,959
Yr. 30	2046	\$33,417,563	\$37,645,105	88.77%	\$3,385

35.02	Interior Redecorate - Profess. Fees	2009	15	7	\$355,155	\$23,677.00	\$189,416
35.03	Interior Redecorate - Profess. Fees	2010	15	8	\$197,054	\$13,136.93	\$91,959
35.04	Interior Renovation - Prototype	2011	15	9	\$55,000	\$3,666.67	\$22,000
35.05	Interior Redecorate - Profess. Fees	2012	15	10	\$98,960	\$6,597.33	\$32,987
35.06	Interior Redecorate - Profess. Fees	2013	15	11	\$11,550	\$770.00	\$3,080
35.07	Interior Redecorate - Profess. Fees	2014	15	12	\$9,585	\$639.00	\$1,917
35.08	Interior Redecorate - Profess. Fees	2015	15	13	\$1,000	\$66.67	\$133
35.09	Automatic Doors	2014	15	12	\$13,000	\$866.67	\$2,600
35.10	Automatic Doors	2017	15		\$24,000	\$1,600.00	\$24,000
35.11	Automatic Doors	2018	15	1	\$24,000	\$1,600.00	\$22,400
35.12	Automatic Doors	2018	15	1	\$24,000	\$1,600.00	\$22,400
35.13	Interior Finishes	2013	15	11	\$558,225	\$37,215.00	\$148,860
35.14	Interior Finishes	2014	15	12	\$3,422,998	\$228,199.87	\$684,600
35.15	Interior Finishes	2015	15	13	\$1,857,079	\$123,805.27	\$247,611
35.16	Interior Finishes	2016	15	14	\$39,940	\$2,662.67	\$2,663
35.17	Ongoing Carpet Replace. Allow	2016	1		\$2,000	\$2,000.00	\$2,000
36.00	<b>EXTERIOR IMAGE ENHANCEMENT</b>						
36.01	Security Camera System	2008	15	6	\$200,000	\$13,333.33	\$120,000
36.02	Security Camera System	2015	15	13	\$17,750	\$1,183.33	\$2,367
36.03	Security System Upgrades	2017	15		\$210,000	\$14,000.00	\$210,000
36.04	Exterior W'Proofing - Bldgs. F/B	2004	15	2	\$992,264	\$66,150.93	\$859,962
36.05	Exterior W'Proofing - Bldgs. A/C	2005	15	3	\$1,317,196	\$87,813.07	\$1,053,757
36.06	Exterior W'Proofing - Bldg. D/E	2006	15	4	\$1,184,428	\$78,961.87	\$868,581
36.07	Stucco Rep. Allow. - Bldg. F/B	2004	15	2	\$100,000	\$6,666.67	\$86,667
36.08	Stucco Rep. Allow. - Bldg. A/C	2005	15	3	\$135,000	\$9,000.00	\$108,000
36.09	Stucco Rep. Allow. - Bldg. D/E	2006	15	4	\$130,000	\$8,666.67	\$95,333
36.10	Exterior Lighting Upgrades	2019	30	2	\$30,000	\$1,000.00	\$28,000
36.11	Exterior Lighting Upgrades	2020	30	3	\$30,000	\$1,000.00	\$27,000
36.12	Exterior Lighting Upgrades	2021	30	4	\$30,000	\$1,000.00	\$26,000
37.00	<b>STORM SEWERS</b>						
37.01	Captain Drive	2018	30	1	\$25,000	\$833.33	\$24,167
37.02	Ensign Drive	2017	30		\$25,000	\$833.33	\$25,000
37.03	Commodore Drive	2019	30	2	\$25,000	\$833.33	\$23,333
37.04	Admiral Drive	2019	30	2	\$25,000	\$833.33	\$23,333
37.05	Anchor Drive	2017	30		\$25,000	\$833.33	\$25,000
						Ann. Straight Line Funding Require.	\$1,765,247.03
						Required Accumulated Reserves	\$19,176,192
						Projected 2017 Year Beginning Reserve Acct. Balance	\$5,500,000
PERCENT FUNDED IS THE PROJECTED 2017 YEAR BEGINNING BALANCE DIVIDED BY							
THE REQUIRED ACCUMULATED RESERVE CALCULATED ABOVE, WHICH EQUALS							28.68%

31.13	Rooftop AHHU Units - Bldg. F	2000	30	13	\$37,500	\$1,250.00	\$21,250
31.14	Rooftop AHHU Units - Bldg. B	2001	30	14	\$37,500	\$1,250.00	\$20,000
31.15	Rooftop AHHU Units - Bldg. D	2001	30	14	\$37,500	\$1,250.00	\$20,000
31.16	Rooftop AHHU Units - Bldg. A	2002	30	15	\$37,500	\$1,250.00	\$18,750
31.17	Rooftop AHHU Units - Bldg. C	2003	30	16	\$37,500	\$1,250.00	\$17,500
31.18	Rooftop AHHU Units - Bldg. E	2004	30	17	\$37,500	\$1,250.00	\$16,250
31.19	Fascia Repl. Allow. Bldg. F/B	2004	15	2	\$5,000	\$333.33	\$4,333
31.20	Fascia Repl. Allow. Bldg. A/C	2005	15	3	\$6,500	\$433.33	\$5,200
31.21	Fascia Repl. Allow. Bldg. D/E	2006	15	4	\$5,000	\$333.33	\$3,667
31.22	Bldg. Stair/Court Rails - Repl. Allow.	2016	5	4	\$10,000	\$2,000.00	\$2,000
31.23	Balcony Repair Allow - Bldg. F/B	2004	15	2	\$10,000	\$666.67	\$8,667
31.24	Balcony Repair Allow - Bldg. A/C	2005	15	3	\$10,000	\$666.67	\$8,000
31.25	Balcony Repair Allow - Bldg. D/E	2006	15	4	\$10,000	\$666.67	\$7,333
31.26	Dry Rot/Misc. Repairs - Ongoing	2014	1		\$7,500	\$7,500.00	\$7,500
32.00	<b>RESIDENTIAL BUILDING COURTYARDS</b>						
32.01	Cap Slab Repair Allowance	2014	1		\$25,000	\$25,000.00	\$25,000
32.02	Drain Line Repair Allowance	2013	1		\$7,000	\$7,000.00	\$7,000
32.03	Planter Membrane Repairs	2013	1		\$2,500	\$2,500.00	\$2,500
32.04	Tree Lights	2016	1		\$1,750	\$1,750.00	\$1,750
33.00	<b>MAINTENANCE ALLOWANCES</b>						
33.01	Trash Chute Door Replace. Allow.	2015	30	28	\$67,000	\$2,233.33	\$4,467
33.02	Trash Chute Door Replace. Allow.	2016	30	29	\$5,200	\$173.33	\$173
33.03	Trash Chute Door Replace. Allow.	2017	30		\$5,200	\$173.33	\$5,200
33.04	Trash Chute Door Replace. Allow.	2018	30	1	\$5,200	\$173.33	\$5,027
33.05	Trash Chute Door Replace. Allow.	2019	30	2	\$5,200	\$173.33	\$4,853
33.06	Trash Chute Door Replace. Allow.	2020	30	3	\$5,200	\$173.33	\$4,680
33.07	Post Tensioned Conc. Slab Repairs	2013	1		\$10,000	\$10,000.00	\$10,000
33.08	Energy Improvement Study	2020	30	3	\$50,000	\$1,666.67	\$45,000
33.09	Drywood Termite Treatments	2013	1		\$2,500	\$2,500.00	\$2,500
33.10	Rekey Bike Rooms	2011	15	9	\$25,000	\$1,666.67	\$10,000
33.11	Rekey Buildings	2016	15	14	\$100,000	\$6,666.67	\$6,667
33.12	Recreation Key Fob Access	2017	15		\$225,000	\$15,000.00	\$225,000
33.13	Penthouse Deck Replacement	2018	6	1	\$9,500	\$1,583.33	\$7,917
33.14	Roofing Inspection/Repair Allow.	2016	2	1	\$10,000	\$5,000.00	\$5,000
34.00	<b>PERSONAL PROPERTY</b>						
34.01	Freestanding Benches	2016	40	39	\$1,950	\$48.75	\$49
34.02	Upgrade Computers	2016	5	4	\$7,500	\$1,500.00	\$1,500
34.03	Clipper Club PA System	2006	11		\$5,000	\$454.55	\$5,000
34.04	Clipper Club Furniture	2011	18	12	\$1,600	\$88.89	\$533
34.05	Clipper Club Furniture	2018	18	1	\$65,000	\$3,611.11	\$61,389
34.06	Clipper Club Kitchen Equipment	2018	16	1	\$6,000	\$375.00	\$5,625
34.07	Clipper Club Kitchen Equipment	2018	17	1	\$1,000	\$58.82	\$941
34.08	Exer. Equip. Rep. Allow. - Ongoing	2015	10	8	\$10,000	\$1,000.00	\$2,000
34.09	Exer. Equip. Rep. Allow. - Ongoing	2016	10	9	\$10,000	\$1,000.00	\$1,000
34.10	Exer. Equip. Rep. Allow. - Ongoing	2012	1		\$5,000	\$5,000.00	\$5,000
34.11	Exer. Equip. Rep. Allow. - Major	2012	10	5	\$25,000	\$2,500.00	\$12,500
34.12	Pool/Courtyard Furnishings	2012	1		\$2,000	\$2,000.00	\$2,000
34.13	Lounge/Laundry Furniture	2019	3	2	\$5,600	\$1,866.67	\$1,867
34.14	Office Renovations	2019	5	2	\$10,000	\$2,000.00	\$6,000
34.15	Communication Systems	2019	10	2	\$25,000	\$2,500.00	\$20,000
34.16	Radio System	2019	16	2	\$8,500	\$531.25	\$7,438
34.17	Phone System	2019	26	2	\$20,000	\$769.23	\$18,462
34.18	Work Cart Replacement Allowance	2017	4		\$5,000	\$1,250.00	\$5,000
34.19	Portable Pool Lift	2011	10	4	\$6,750	\$675.00	\$4,050
34.20	Street Sweeper	2016	12	11	\$40,000	\$3,333.33	\$3,333
35.00	<b>INTERIOR IMAGE ENHANCEMENT</b>						
35.01	Interior Redecorate - Profess. Fees	2008	15	6	\$60,000	\$4,000.00	\$36,000

27.11	LAAFS - Phase 1	2011	40	34	\$750,864	\$18,771.60	\$112,630
27.12	LAAFS - Phase 2	2012	40	35	\$2,732,095	\$68,302.38	\$341,512
27.13	LAAFS - Phase 3	2013	40	36	\$2,143,030	\$53,575.75	\$214,303
27.14	LAAFS - Phase 3 (ADT Balance)	2014	40	37	\$71,350	\$1,783.75	\$5,351
27.15	Sprinkler System 5 Year Certification	2017	5		\$12,000	\$2,400.00	\$12,000
27.16	Sprinkler Ann. Cert. (Trash Rooms)	2017	1		\$10,000	\$10,000.00	\$10,000
27.17	Sprinkler 5 Year Test (All)	2019	5	2	\$40,000	\$8,000.00	\$24,000
27.18	Fire Hydrants	2016	2	1	\$2,600	\$1,300.00	\$1,300
27.19	Fire Hydrant Supply Lines	2015	40	38	\$8,300	\$207.50	\$415
27.20	Fire Hydrant Supply Lines	2016	40	39	\$11,000	\$275.00	\$275
27.21	Fire Hydrant Supply Lines	2017	40		\$10,800	\$270.00	\$10,800
28.00	<b>HALLWAY SMOKE DOORS</b>						
28.01	Replacement/Repair Allowance	2016	5	4	\$10,000	\$2,000.00	\$2,000
29.00	<b>HALLWAY OVERHEAD SMOKE DOORS</b>						
29.01	Replacement/Repair Allowance	2016	5	4	\$20,000	\$4,000.00	\$4,000
30.00	<b>RESIDENTIAL BUILDING INTERIORS</b>						
30.01	Outgoing Letter Boxes	1992	30	5	\$3,510	\$117.00	\$2,925
30.02	Mail Boxes	2022	25	5	\$177,600	\$7,104.00	\$142,080
30.03	Mail Boxes - Parking Garage Lobbies	2016	25	24	\$30,000	\$1,200.00	\$1,200
30.04	Directory Panels	2014	30	27	\$5,775	\$192.50	\$578
30.05	Intercom Panel - 6 Admiral	2011	15	9	\$4,500	\$300.00	\$1,800
30.06	Intercom Panel - 8 Admiral	2017	15		\$4,500	\$300.00	\$4,500
30.07	Intercom Panel - 7 Commodore	2008	15	6	\$4,500	\$300.00	\$2,700
30.08	Intercom Panel - 9 Commodore	2007	15	5	\$4,500	\$300.00	\$3,000
30.09	Intercom Panel - 2 Admiral	2017	15		\$4,500	\$300.00	\$4,500
30.10	Intercom Panel - 4 Admiral	2015	15	13	\$4,500	\$300.00	\$600
30.11	Intercom Panel - 3 Commodore	2017	15		\$4,500	\$300.00	\$4,500
30.12	Intercom Panel - 5 Commodore	2017	15		\$4,500	\$300.00	\$4,500
30.13	Intercom Panel - 7 Captain	2017	15		\$4,500	\$300.00	\$4,500
30.14	Intercom Panel - 6 Commodore	2018	15	1	\$4,500	\$300.00	\$4,200
30.15	Intercom Panel - 8 Commodore	2007	15	5	\$4,500	\$300.00	\$3,000
30.16	Intercom Panel - 1 Captain	2018	15	1	\$4,500	\$300.00	\$4,200
30.17	Intercom Panel - 3 Captain	2018	15	1	\$4,500	\$300.00	\$4,200
30.18	Intercom Panel - 2 Commodore	2018	15	1	\$4,500	\$300.00	\$4,200
30.19	Intercom Panel - 4 Commodore	2018	15	1	\$4,500	\$300.00	\$4,200
30.20	Intercom Panel - 4 Captain	2018	15	1	\$4,500	\$300.00	\$4,200
30.21	Intercom Panel - 6 Captain	2018	15	1	\$4,500	\$300.00	\$4,200
30.22	Intercom Panel - 8 Captain	2018	15	1	\$4,500	\$300.00	\$4,200
30.23	Intercom Panel - 3 Admiral	2018	15	1	\$4,500	\$300.00	\$4,200
30.24	Intercom Panel - 5 Admiral	2018	15	1	\$4,500	\$300.00	\$4,200
30.25	Intercom Panel - 2 Anchor	2018	15	1	\$4,500	\$300.00	\$4,200
30.26	Intercom Panel - 4 Anchor	2008	15	6	\$4,500	\$300.00	\$2,700
30.27	Lobby Entry Doors	1972	75	30	\$88,000	\$1,173.33	\$52,800
30.28	Automatic Entry Door Equipment	2000	35	18	\$25,000	\$714.29	\$12,143
31.00	<b>RESIDENTIAL BUILDING EXTERIORS</b>						
31.01	Single Ply Roof - Building F	2000	30	13	\$815,000	\$27,166.67	\$461,833
31.02	Single Ply Roof - Buildings B & D	2001	30	14	\$1,650,000	\$55,000.00	\$880,000
31.03	Single Ply Roof - Building A	2002	30	15	\$665,000	\$22,166.67	\$332,500
31.04	Single Ply Roof - Building C	2003	30	16	\$665,000	\$22,166.67	\$310,333
31.05	Single Ply Roof - Building E	2003	30	16	\$260,000	\$8,666.67	\$121,333
31.06	Single Ply Roof - Building E	2004	30	17	\$310,000	\$10,333.33	\$134,333
31.07	Downspouts - Building A	2002	30	15	\$15,000	\$500.00	\$7,500
31.08	Downspouts - Building B	2001	30	14	\$15,100	\$503.33	\$8,053
31.09	Downspouts - Building C	2003	30	16	\$5,100	\$170.00	\$2,380
31.10	Downspouts - Building D	2001	30	14	\$15,100	\$503.33	\$8,053
31.11	Downspouts - Building E	2004	30	17	\$5,100	\$170.00	\$2,210
31.12	Downspouts - Building F	2000	30	13	\$14,500	\$483.33	\$8,217

25.17	Storage Tank - Clipper Club	2000	40	23	\$19,000	\$475.00	\$8,075
25.18	1 Hp Recirculating Pumps	1999	21	3	\$1,500	\$71.43	\$1,286
25.19	1 Hp Circulating Pumps	1999	21	3	\$3,000	\$142.86	\$2,571
25.20	1 Hp Recirculating Pumps	1999	21	3	\$3,000	\$142.86	\$2,571
25.21	1 Hp Circulating Pumps	1999	21	3	\$4,500	\$214.29	\$3,857
25.22	1 Hp Recirculating Pumps	1999	21	3	\$4,500	\$214.29	\$3,857
25.23	1 Hp Circulating Pumps	1999	21	3	\$750	\$35.71	\$643
25.24	Boilers - Building A	1998	40	21	\$17,500	\$437.50	\$8,313
25.25	Boilers - Building B	1999	40	22	\$17,500	\$437.50	\$7,875
25.26	Boilers - Building C	1999	40	22	\$17,500	\$437.50	\$7,875
25.27	Boilers - Building D	1999	40	22	\$17,500	\$437.50	\$7,875
25.28	Boilers - Building E	1999	40	22	\$17,500	\$437.50	\$7,875
25.29	Boilers - Building F	1999	40	22	\$17,500	\$437.50	\$7,875
25.30	Boiler - Clipper Club	2000	40	23	\$17,500	\$437.50	\$7,438
25.31	Gas Control Valve	1999	25	7	\$3,200	\$128.00	\$2,304
25.32	Gas Control Valve	1999	25	7	\$3,200	\$128.00	\$2,304
26.00	<b>GENERATORS, ELEVATORS AND SUMP PUMPS</b>						
26.01	Generator - Building A	1978	50	11	\$65,000	\$1,300.00	\$50,700
26.02	Transfer Switch - Building A	1978	50	11	\$11,000	\$220.00	\$8,580
26.03	Generator - Building B	1978	50	11	\$65,000	\$1,300.00	\$50,700
26.04	Transfer Switch - Building B	1978	50	11	\$11,000	\$220.00	\$8,580
26.05	Generator - Building C	1978	50	11	\$65,000	\$1,300.00	\$50,700
26.06	Transfer Switch - Building C	1978	50	11	\$11,000	\$220.00	\$8,580
26.07	Generator - Building D	1978	50	11	\$65,000	\$1,300.00	\$50,700
26.08	Transfer Switch - Building D	1978	50	11	\$11,000	\$220.00	\$8,580
26.09	Generator - Building E	1978	50	11	\$65,000	\$1,300.00	\$50,700
26.10	Transfer Switch - Building E	1978	50	11	\$11,000	\$220.00	\$8,580
26.11	Generator - Building F	1978	50	11	\$65,000	\$1,300.00	\$50,700
26.12	Transfer Switch - Building F	1978	50	11	\$11,000	\$220.00	\$8,580
26.13	Elevator Jacks	1992	50	25	\$704,000	\$14,080.00	\$352,000
26.14	Elevator Jacks	1997	50	30	\$176,000	\$3,520.00	\$70,400
26.15	Elevator Jacks	2003	50	36	\$88,000	\$1,760.00	\$24,640
26.16	Elevator Jacks	2006	50	39	\$88,000	\$1,760.00	\$19,360
26.17	Elevator Jacks	2013	50	46	\$88,000	\$1,760.00	\$7,040
26.18	Elevator Jacks	2017	50		\$88,000	\$1,760.00	\$88,000
26.19	Elevator Jacks	2018	50	1	\$88,000	\$1,760.00	\$86,240
26.20	Elevator Jacks	2019	50	2	\$176,000	\$3,520.00	\$168,960
26.21	Elevator Jacks	2021	50	4	\$176,000	\$3,520.00	\$161,920
26.22	Elevator Jacks	2023	50	6	\$264,000	\$5,280.00	\$232,320
26.23	Elevator Jacks	2025	50	8	\$352,000	\$7,040.00	\$295,680
26.24	Elevator Annual Repair/Maint. Allow	2016	1		\$60,000	\$60,000.00	\$60,000
26.25	Elevator Pit Sump Pumps	2013	11	7	\$1,850	\$168.18	\$673
26.26	Elevator Pit Sump Pumps	2016	11	10	\$10,125	\$920.45	\$920
26.27	Miscellaneous Pickup Pumps	2016	11	10	\$2,000	\$181.82	\$182
26.28	Elevator Phone Systems	2017	5		\$1,100	\$220.00	\$1,100
26.29	Miscellaneous Lobby Furniture	2018	5	1	\$4,000	\$800.00	\$3,200
27.00	<b>BUILDING LIFE SAFETY &amp; SPRINKLER SYSTEMS</b>						
27.01	Fire Alarm Main & Sub Panels	2002	40	25	\$80,000	\$2,000.00	\$30,000
27.02	Smoke Detectors	2002	40	25	\$235,000	\$5,875.00	\$88,125
27.03	Heat Detectors	2002	40	25	\$175,000	\$4,375.00	\$65,625
27.04	Pull Stations	2002	40	25	\$7,000	\$175.00	\$2,625
27.05	Water Flow Switches	2002	40	25	\$5,250	\$131.25	\$1,969
27.06	Speakers	2002	40	25	\$345,000	\$8,625.00	\$129,375
27.07	Output Modules	2002	40	25	\$13,000	\$325.00	\$4,875
27.08	FA Amplifiers	2016	1		\$7,500	\$7,500.00	\$7,500
27.09	FA Batteries	2017	2		\$4,500	\$2,250.00	\$4,500
27.10	Fire Alarm Annual Testing	2016	1		\$23,000	\$23,000.00	\$23,000



23.01	Street Lights and Poles	1972	50	5	\$50,000	\$1,000.00	\$45,000
23.02	Street Lights and Poles	1972	51	6	\$50,000	\$980.39	\$44,118
23.03	Street Lights and Poles	1972	52	7	\$25,000	\$480.77	\$21,635
23.04	Street Lights and Poles	1972	53	8	\$25,000	\$471.70	\$21,226
23.05	Street Lights and Poles	1972	54	9	\$25,000	\$462.96	\$20,833
23.06	Street Lights - Wiring/Controllers	2026	21	9	\$12,000	\$571.43	\$6,857
23.07	Landscape Lights	1989	36	8	\$4,900	\$136.11	\$3,811
23.08	Yard Lights	1989	36	8	\$2,500	\$69.44	\$1,944
23.09	Boardwalk Lights	1995	36	14	\$7,500	\$208.33	\$4,583
23.10	Clipper Club Interior	2020	36	3	\$25,000	\$694.44	\$22,917
23.11	Clipper Club Exterior	2020	36	3	\$30,500	\$847.22	\$27,958
23.12	Anchor Club Interior	2020	36	3	\$6,000	\$166.67	\$5,500
23.13	Security Office	1989	36	8	\$1,550	\$43.06	\$1,206
23.14	Office Interior Lights	1986	36	5	\$1,825	\$50.69	\$1,572
23.15	Tennis Court Lights	1991	36	10	\$17,600	\$488.89	\$12,711
23.16	Tennis Court Light Poles	1991	36	10	\$15,000	\$416.67	\$10,833
23.17	Tennis Court Light Timers	2017	36		\$5,000	\$138.89	\$5,000
23.18	Stair Lights	1995	36	14	\$31,200	\$866.67	\$19,067
23.19	Tennis Pro Shop Exterior Lights	2018	36	1	\$200	\$5.56	\$194
23.20	Electric Vehicle Charging Stations	2012	20	15	\$11,250	\$562.50	\$2,813
23.21	Security Camera - EV Charge. Statio	2012	10	5	\$1,500	\$150.00	\$750
23.22	Resid. Bldg Int. Light Repl. Allow.	2016	1		\$2,500	\$2,500.00	\$2,500
24.00	<b>LANDSCAPE, IRRIGATION AND SITEWORK</b>						
24.01	Time Clocks	2018	15	1	\$8,100	\$540.00	\$7,560
24.02	Time Clocks	2019	15	2	\$8,100	\$540.00	\$7,020
24.03	Control Valve Replacement Allow.	2016	1		\$2,275	\$2,275.00	\$2,275
24.04	Piping Replacement	2016	1		\$3,000	\$3,000.00	\$3,000
24.05	4" Backflow Preventer - 1 Comm.	2003	30	16	\$5,750	\$191.67	\$2,683
24.06	1.5" Backflow Preventer - C. Club	2017	35		\$2,750	\$78.57	\$2,750
24.07	2" Air Gap Device - Bldg. F	2017	35		\$1,500	\$42.86	\$1,500
24.08	1.5" Air Gap Device - Courtyard	2017	35		\$21,000	\$600.00	\$21,000
24.09	Lagoon Liner	2018	20	1	\$225,000	\$11,250.00	\$213,750
24.10	Lagoon Fountain Pump	2018	5	1	\$4,000	\$800.00	\$3,200
24.11	Lagoon Aerator	2011	10	4	\$2,100	\$210.00	\$1,260
24.12	Fountain Light Repairs	2018	10	1	\$2,000	\$200.00	\$1,800
24.13	Tree, Turf and Planting Ongoing	2021	1	4	\$20,000	\$20,000.00	-\$60,000
24.14	Tree, Turf and Planting (Sewer)	2017	35		\$100,000	\$2,857.14	\$100,000
24.15	Tree, Turf and Planting (Sewer)	2018	35	1	\$130,625	\$3,732.14	\$126,893
24.16	Tree, Turf and Planting (Sewer)	2019	35	2	\$230,625	\$6,589.29	\$217,446
24.17	Tree, Turf and Planting (Sewer)	2020	35	3	\$461,250	\$13,178.57	\$421,714
25.00	<b>BUILDING WATER SUPPLY SYSTEM</b>						
25.01	6" Backflow - Building A Water	1991	40	14	\$12,500	\$312.50	\$8,125
25.02	6" Backflow - Building B Water	1991	40	14	\$12,500	\$312.50	\$8,125
25.03	6" Backflow - Building C Water	1991	40	14	\$12,500	\$312.50	\$8,125
25.04	6" Backflow - Building D Water	1991	40	14	\$12,500	\$312.50	\$8,125
25.05	6" Backflow - Building E Water	1991	40	14	\$12,500	\$312.50	\$8,125
25.06	6" Backflow - Building F Water	1999	40	22	\$15,000	\$375.00	\$6,750
25.07	4" Backflow - Building A Sprinkler	1991	40	14	\$5,750	\$143.75	\$3,738
25.08	4" Backflow - Building B Sprinkler	1991	40	14	\$5,750	\$143.75	\$3,738
25.09	4" Backflow - Building C Sprinkler	1991	40	14	\$5,750	\$143.75	\$3,738
25.10	4" Backflow - Building D Sprinkler	1991	40	14	\$5,750	\$143.75	\$3,738
25.11	4" Backflow - Building E Sprinkler	1991	40	14	\$5,750	\$143.75	\$3,738
25.12	4" Backflow - Building F Sprinkler	1999	40	22	\$5,750	\$143.75	\$2,588
25.13	1200 Gallon Hot Water Tank	1999	40	22	\$19,000	\$475.00	\$8,550
25.14	1200 Gallon Hot Water Tank	1999	40	22	\$19,000	\$475.00	\$8,550
25.15	1200 Gallon Hot Water Tank	1999	40	22	\$9,500	\$237.50	\$4,275
25.16	800 Gallon Hot Water Tank	1999	40	22	\$6,500	\$162.50	\$2,925

15.01	Rebuild Spa	2009	40	32	\$45,284	\$1,132.10	\$9,057
15.02	Heater	2019	10	2	\$4,250	\$425.00	\$3,400
15.03	Filter	2007	15	5	\$4,025	\$268.33	\$2,683
15.04	Filter Pump	2013	10	6	\$1,600	\$160.00	\$640
15.05	Jet Pump	2017	10		\$1,600	\$160.00	\$1,600
16.00	SWIMMING POOL - BUILDING B						
16.01	Replastering	2017	15		\$54,523	\$3,634.86	\$54,523
16.02	Coping	1992	30	5	\$5,480	\$182.67	\$4,567
16.03	Tile	1992	30	5	\$6,400	\$213.33	\$5,333
16.04	Seal Coping/Walk Joint	2017	5		\$1,028	\$205.50	\$1,028
16.05	Heater	2017	15		\$8,000	\$533.33	\$8,000
16.06	Filter	2017	15		\$3,000	\$200.00	\$3,000
16.07	Filter Pump	2017	10		\$1,600	\$160.00	\$1,600
17.00	SWIMMING POOL - BUILDING D						
17.01	Replastering	2017	15		\$54,523	\$3,634.86	\$54,523
17.02	Coping	1992	30	5	\$5,480	\$182.67	\$4,567
17.03	Tile	1992	30	5	\$6,400	\$213.33	\$5,333
17.04	Seal Coping/Walk Joint	2017	5		\$1,028	\$205.50	\$1,028
17.05	Heater	2017	15		\$8,000	\$533.33	\$8,000
17.06	Filter	2017	15		\$2,750	\$183.33	\$2,750
17.07	Filter Pump	2017	10		\$1,600	\$160.00	\$1,600
18.00	TENNIS COURTS						
18.01	Repave Courts	2014	33	30	\$94,360	\$2,859.39	\$8,578
18.02	Resurface (Sports Court) Courts	2015	11	9	\$60,109	\$5,464.45	\$10,929
18.03	Nets	2017	8		\$2,000	\$250.00	\$2,000
18.04	Windscreen Repl. Allowance	2016	2	1	\$800	\$400.00	\$400
18.05	Post Tensioned Slab Repairs	2014	20	17	\$54,550	\$2,727.50	\$8,183
19.00	TENNIS COURT PRO SHOP						
19.01	Built Up Roofing	2009	16	8	\$7,600	\$475.00	\$3,800
19.02	Downspouts	1994	31	8	\$360	\$11.61	\$267
19.03	Entry Doors	1972	55	10	\$3,000	\$54.55	\$2,455
19.04	Ext. Waterproofing/Siding Repairs	2018	8	1	\$2,000	\$250.00	\$1,750
19.05	Awning	2008	10	1	\$2,280	\$228.00	\$2,052
20.00	SIGNAGE						
20.01	Monument Sign (4 such)	2015	40	38	\$34,843	\$871.08	\$1,742
20.02	Building Signs	2015	20	18	\$135,860	\$6,793.00	\$13,586
20.03	Clipper Club Signage	2015	20	18	\$11,504	\$575.20	\$1,150
20.04	Miscellaneous Signage	2015	20	18	\$6,900	\$345.00	\$690
20.05	Anchor CI Signage-90's Misc.	2015	20	18	\$6,900	\$345.00	\$690
21.00	THE BOARDWALK						
21.01	Mast	2009	30	22	\$12,500	\$416.67	\$3,333
21.02	Wood/Plexiglass Wall	2009	30	22	\$10,375	\$345.83	\$2,767
21.03	Benches	2009	30	22	\$2,905	\$96.83	\$775
21.04	Iron Entry Gates	1972	50	5	\$5,000	\$100.00	\$4,500
21.05	Walk/Structural Repairs	2016	2	1	\$5,000	\$2,500.00	\$2,500
21.06	Replace Railings	2009	30	22	\$202,920	\$6,764.00	\$54,112
22.00	FENCING						
22.01	Iron/Masonry at Property Lines	2007	40	30	\$237,765	\$5,944.13	\$59,441
22.02	Iron at Pools (Anchor, B & D)	1999	46	28	\$250,931	\$5,455.01	\$98,190
22.03	Iron at Pools (Clipper)	2008	46	37	\$67,043	\$1,457.45	\$13,117
22.04	Iron at Pond	2017	46		\$28,500	\$619.57	\$28,500
22.05	Iron at Garage	2022	46	5	\$28,500	\$619.57	\$25,402
22.06	Iron Fencing @ Anchor Pool	2014	46	43	\$5,800	\$126.09	\$378
22.07	Iron Railings at Entry Lobbies	2022	46	5	\$33,000	\$717.39	\$29,413
22.08	Cyclone at Tennis Courts	2022	46	5	\$24,600	\$534.78	\$21,926
22.09	Wood Fence Repair Allowance	2017	2		\$1,000	\$500.00	\$1,000
23.00	ELECTRICAL						

10.02	Gutters	2018	30	1	\$3,200	\$106.67	\$3,093
10.03	Downspouts	2018	30	1	\$1,800	\$60.00	\$1,740
10.04	Aluminum Entry Doors	1972	51	6	\$7,000	\$137.25	\$6,176
10.05	Entry Doors	1972	51	6	\$12,500	\$245.10	\$11,029
10.06	Ext. Waterproofing/Siding Repairs	2020	10	3	\$40,000	\$4,000.00	\$28,000
10.07	Wood Deck/Rail/Stair Rep. Allow.	2017	10		\$4,500	\$450.00	\$4,500
10.08	Clipper Club Access Improvement	2021	50	4	\$300,000	\$6,000.00	\$276,000
11.00	<b>ANCHOR CLUB/CLIPPER CLUB AND OFFICE INTERIORS</b>						
11.01	Carpeting - Anchor Club	2009	16	8	\$1,750	\$109.38	\$875
11.02	Carpeting - Clipper Club Gym	2021	16	4	\$32,550	\$2,034.38	\$24,413
11.03	Carpeting - Clipper Club Lounge	2018	17	1	\$4,000	\$235.29	\$3,765
11.04	Carpeting - Offices/Stairs	2018	16	1	\$7,656	\$478.50	\$7,178
11.05	Carpeting - Offices	2019	16	2	\$7,650	\$478.13	\$6,694
11.06	Carpeting - Classroom F	2018	16	1	\$1,900	\$118.75	\$1,781
11.07	Lockers	2020	30	3	\$30,000	\$1,000.00	\$27,000
11.08	Clipper Club Moveable Walls	1994	31	8	\$5,700	\$183.87	\$4,229
11.09	Clipper Club Window Blinds	2010	15	8	\$11,200	\$746.67	\$5,227
11.10	Clipper Club Heat Exchangers	2001	25	9	\$4,000	\$160.00	\$2,560
11.11	Wood Benches	1972	51	6	\$960	\$18.82	\$847
11.12	Sauna Heaters	2013	11	7	\$3,000	\$272.73	\$1,091
11.13	Sauna Controllers	2013	11	7	\$4,950	\$450.00	\$1,800
11.14	Steam Generators/Controls	2018	15	1	\$10,000	\$666.67	\$9,333
11.15	Doors - Solid	1972	51	6	\$23,250	\$455.88	\$20,515
11.16	Doors - Glass	1972	51	6	\$2,500	\$49.02	\$2,206
11.17	Mats - Clipper Club	2018	10	1	\$12,000	\$1,200.00	\$10,800
11.18	Anchor Club Gas Meter Room Rep's	2015	20	18	\$12,500	\$625.00	\$1,250
12.00	<b>SWIMMING POOL - CLIPPER CLUB</b>						
12.01	Replastering (C/C Pool rebuild)	2011	15	9	\$139,365	\$9,290.98	\$55,746
12.02	Coping	1991	40	14	\$9,600	\$240.00	\$6,240
12.03	Tile	1991	40	14	\$13,480	\$337.00	\$8,762
12.04	Seal Coping/Walk Joint	2017	5		\$1,800	\$360.00	\$1,800
12.05	Heater	2009	15	7	\$32,401	\$2,160.07	\$17,281
12.06	Heater - Repairs	2013	5	1	\$7,775	\$1,555.00	\$6,220
12.07	Filter	2011	15	9	\$10,000	\$666.67	\$4,000
12.08	Filter Pump	2013	10	6	\$3,500	\$350.00	\$1,400
12.09	Pool Cover	2012	9	4	\$2,875	\$319.44	\$1,597
12.10	Pool Cover	2015	9	7	\$5,400	\$600.00	\$1,200
12.11	Pool Cover Spool	2000	30	13	\$1,500	\$50.00	\$850
13.00	<b>SPA - CLIPPER CLUB</b>						
13.01	Replastering	2011	15	9	\$13,845	\$923.00	\$5,538
13.02	Coping	2011	30	24	\$2,480	\$82.67	\$496
13.03	Tile	2011	30	24	\$4,000	\$133.33	\$800
13.04	Seal Coping/Walk Joint	2017	5		\$1,875	\$375.00	\$1,875
13.05	Heater	2012	7	2	\$5,000	\$714.29	\$3,571
13.06	Filter	2017	15		\$4,000	\$266.67	\$4,000
13.07	Filter Pump	2017	10		\$1,600	\$160.00	\$1,600
13.08	Jet Pump	2018	10	1	\$1,500	\$150.00	\$1,350
14.00	<b>SWIMMING POOL - ANCHOR CLUB</b>						
14.01	Replastering	2009	15	7	\$40,000	\$2,666.67	\$21,333
14.02	Coping	2009	30	22	\$10,000	\$333.33	\$2,667
14.03	Tile	2009	30	22	\$11,400	\$380.00	\$3,040
14.04	Seal Coping/Walk Joint	2017	5		\$1,875	\$375.00	\$1,875
14.05	Heater	2015	15	13	\$24,000	\$1,600.00	\$3,200
14.06	Filter	2014	15	12	\$2,500	\$166.67	\$500
14.07	Filter Pump	2013	10	6	\$1,600	\$160.00	\$640
14.08	Pool Covers	2017	5		\$5,000	\$1,000.00	\$5,000
15.00	<b>SPA - ANCHOR CLUB</b>						

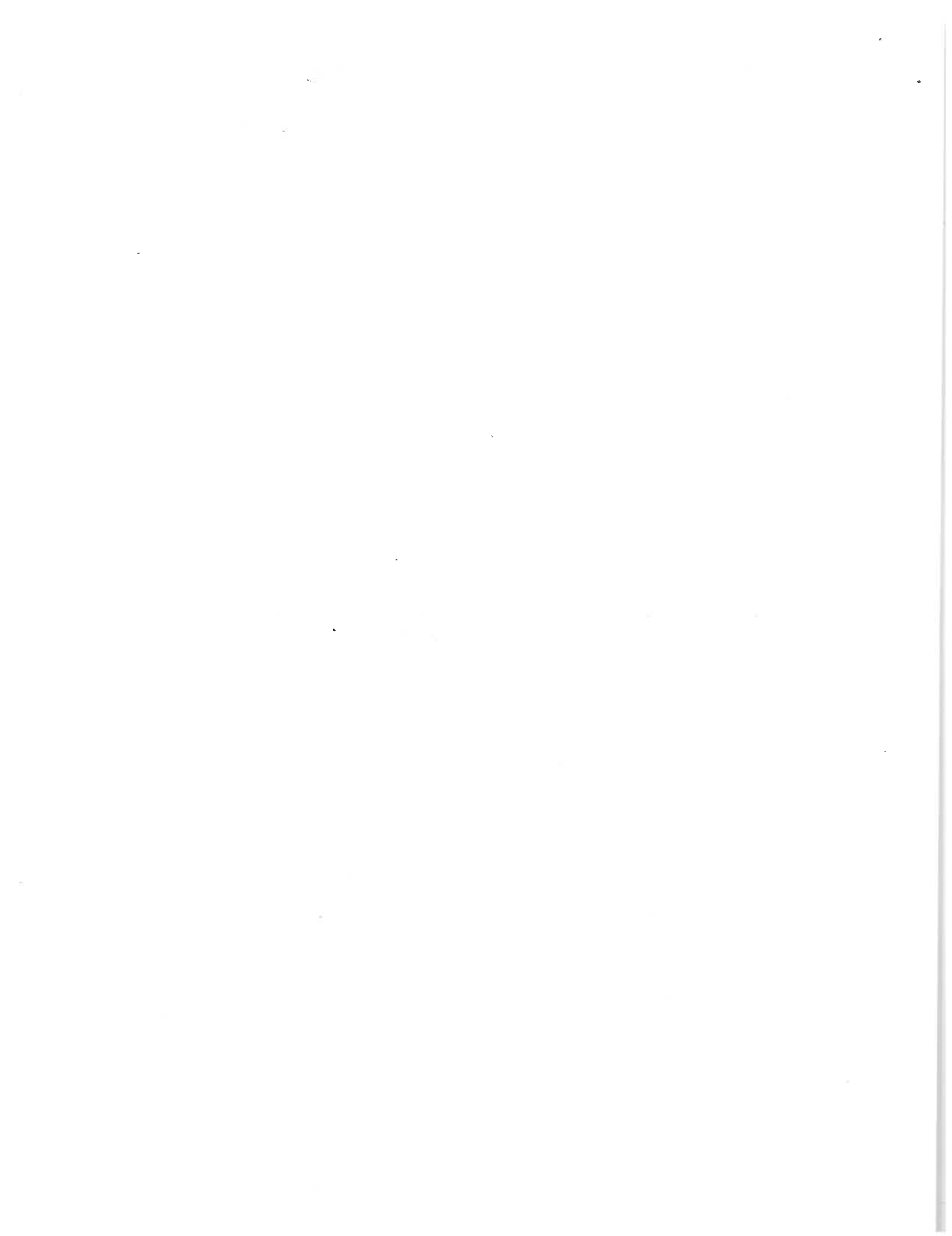
**Watergate Community Association**

**2017/2018**

**Percent Funded Calculation**

Please Note that year new refers to this association's fiscal year. IE, 2017 refers to 2017/2018 fiscal year.

Code #	Component Description	Year New	Est. Useful Life	Remain. Life	Total Component Cost	Ann. Straight Line Fund'g Require.	Required Accumulated Reserves
<b>1.00</b>	<b>ASPHALT - Anchor Drive</b>						
1.01	Asphalt Sealing/Striping	2017	5		\$794	\$158.71	\$794
1.02	Asphalt Repairs	2017	5		\$10,000	\$2,000.00	\$10,000
<b>2.00</b>	<b>ASPHALT - Admiral Drive</b>						
2.01	Asphalt Sealing/Striping	2019	5	2	\$6,267	\$1,253.49	\$3,760
2.02	Asphalt Repairs	2019	5	2	\$10,000	\$2,000.00	\$6,000
2.03	Speed Bumps	2007	40	30	\$1,000	\$25.00	\$250
<b>3.00</b>	<b>ASPHALT - Commodore Drive</b>						
3.01	Asphalt Sealing/Striping	2019	5	2	\$8,499	\$1,699.88	\$5,100
3.02	Asphalt Repairs	2019	5	2	\$15,000	\$3,000.00	\$9,000
3.03	Speed Bumps	2007	40	30	\$1,000	\$25.00	\$250
<b>4.00</b>	<b>ASPHALT - Captain Drive</b>						
4.01	Asphalt Sealing/Striping	2018	5	1	\$9,779	\$1,955.73	\$7,823
4.02	Asphalt Repairs	2018	5	1	\$15,000	\$3,000.00	\$12,000
4.03	Speed Bumps	2007	40	30	\$2,000	\$50.00	\$500
<b>5.00</b>	<b>ASPHALT - Ensign Drive</b>						
5.01	Asphalt Sealing/Striping	2017	5		\$6,519	\$1,303.80	\$6,519
5.02	Asphalt Repairs	2017	5		\$5,500	\$1,100.00	\$5,500
<b>6.00</b>	<b>SANITARY SEWER RENOVATION PROJECT</b>						
6.01	Anchor Drive	2012	40	35	\$321,615	\$8,040.38	\$40,202
6.02	Admiral Drive	2019	40	2	\$865,747	\$21,643.68	\$822,460
6.03	Commodore Drive	2019	40	2	\$1,666,110	\$41,652.75	\$1,582,805
6.04	Captain Drive	2018	40	1	\$1,161,595	\$29,039.88	\$1,132,555
6.05	Ensign Drive	2017	40		\$609,194	\$15,229.85	\$609,194
6.06	Powell Street (Building B)	2019	40	2	\$167,119	\$4,177.98	\$158,763
6.07	Powell Street (Building D)	2019	40	2	\$187,554	\$4,688.85	\$178,176
<b>7.00</b>	<b>ASPHALT - PARKING GARAGES ONLY</b>						
7.01	Asphalt Sealing/Striping	2020	12	3	\$125,026	\$10,418.79	\$93,769
7.02	Asphalt Repair Allowance	2020	12	3	\$120,000	\$10,000.00	\$90,000
<b>8.00</b>	<b>CONCRETE</b>						
8.01	Sidewalk Replace. Allow. - Ongoing	2017	2		\$5,000	\$2,500.00	\$5,000
8.02	Step Replacement Allowance	2016	2	1	\$1,000	\$500.00	\$500
8.03	Curb Replacement Allowance	2016	2	1	\$1,000	\$500.00	\$500
8.04	Pipe Bollards	2007	50	40	\$750	\$15.00	\$150
8.05	Parking Bumpers - Roads	2007	40	30	\$6,840	\$171.00	\$1,710
8.06	Pool Deck - Clipper Club & Spa	2011	30	24	\$125,000	\$4,166.67	\$25,000
8.07	Pool Deck - Anchor Club	2009	30	22	\$114,750	\$3,825.00	\$30,600
8.08	Pool Deck - Building B	1997	30	10	\$74,675	\$2,489.17	\$49,783
8.09	Pool Deck - Building D	1997	30	10	\$74,675	\$2,489.17	\$49,783
8.10	Brick Paving Repair Allowance	2017	5		\$1,000	\$200.00	\$1,000
<b>9.00</b>	<b>PARKING GARAGES</b>						
9.01	Entry Door Replacement Allowance	2016	2	1	\$3,000	\$1,500.00	\$1,500
9.02	Trash Room Doors (Pairs)	2008	30	21	\$34,000	\$1,133.33	\$10,200
9.03	Overhead Doors	1972	51	6	\$18,000	\$352.94	\$15,882
9.04	Convex Mirror Replacement Allow.	2017	5		\$2,500	\$500.00	\$2,500
9.05	Pipe Rehanging Allowance	2017	1		\$2,000	\$2,000.00	\$2,000
<b>10.00</b>	<b>CLIPPER CLUB EXTERIOR</b>						
10.01	Composition Shingle Roofing	1998	30	11	\$58,800	\$1,960.00	\$37,240



### **DISCLAIMER 3**

The association intends to review its reserve fund on an annual basis, consistent with California Civil Code Section 5500, as well as causing a new reserve study to be conducted every three (3) years, the association could increase regular assessments to facilitate additional reserve funding and/or levy special assessments to fund reserve over the course of the next thirty (30) years. Please see the attached cash flow analysis for any potential future special assessments and/or regular assessment increases.

### **DISCLAIMER 4**

The information contained within the disclosure statement, cash flow projections and percent funded calculation is based on a reserve study prepared by **Community Reserve Solutions** during the **2016/2017** fiscal year for your association's **2017/2018** fiscal year operating budget. The Davis-Stirling Act of 2012 requires every association to "at least once every three years, the board of directors shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the association is obligated to repair, replace, restore or maintain as part of a study of the reserve account requirements of the common interest development". The next year of this required inspection is **2019/2020** for your association's **2020/2021** fiscal year operating budget.

### **DISCLAIMER 5**

The following assumptions were made in this study.

Inflation Rate is computed at	2.50%
Net Rate of Return on Investments	1.50% See Note 1
Unscheduled Maintenance Allow.	5.00%

Note 1: It is assumed that an **average** return on investments for the next 30 years will be as shown

### **DISCLAIMER 6**

The complete reserve study is available to you through your management office. Please contact

Watergate Community Association  
8 Captain Drive  
Emeryville, California 94608  
(510) 428-0118  
Tim Sutherland

for a copy of the complete study.

Please note there may be a fee for this service

(A) 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 \$19,176,192 based in whole or in part on last reserve study or update prepared by Community Reserve Solutions as of 4/18/2017. The projected reserve fund balance at the end of the current fiscal year is \$5,500,000 resulting in reserves being 28.68% percent funded at this date. This results in an average unfunded liability of \$10,949.71 per unit.

(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" is defined in Section 5570 of the Davis-Stirling Act. Components with an estimated remaining life of more than thirty (30) years may be included in a study as a capital asset or disregarded from the reserve fund calculation, so long as the decision is revealed in the reserve fund study report and is reported in this Assessment and Reserve Funding Disclosure Summary.
3. This form shall accompany each Proforma operating budget or summary thereof that is delivered pursuant to Section 5300 of the Davis-Stirling Act. This form may be supplemented or modified to clarify the information delivered, so long as the minimum requirements are met.
4. For the purpose of this report and summary, the amount of reserve needed to be accumulated for any component at any 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 as to require the board of directors to fund their reserve fund in accordance with this calculation.

#### **ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY DISCLAIMERS**

##### **DISCLAIMER 1**

The association as part of its reserve study and funding analysis has prepared a cash flow statement to meet the needs of the association's reserve components over the course of the next 30 years. The currently elected board is not empowered to approve future years assessments but it is assumed that future Board of Directors will update and follow the assumptions contained within the cash flow summary.

##### **DISCLAIMER 2**

The associations board of directors has relied on information, opinions, reports and statements presented to it by vendors, contractors, reserve analysts, CPAs and/or other professionals ("Professionals") in preparing the reserve study and is relying upon this information, financial data and reports pursuant to the California Corporations Code, in providing the association membership and/or prospective purchasers the information contained in this Assessment and Reserve Funding Disclosure Summary. The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information supplied to the association board of directors from said Professionals. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this disclosure summary. Since the information provided has been based on assumptions over a thirty (30) year period the accuracy of the information may be less than reliable. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God can not be accounted for and are excluded when assessing life expectancy of each component. The reserve study includes only items that the association has a clear and express responsibility to maintain, pursuant to the association's C, C & R's.

The answer to this question was based on the attached cash flow analysis using the data in the reserve study and is only accurate to the extent the assumptions over the next thirty (30) years hold true.

**Watergate Community Association  
Assessment and Reserve Funding Disclosure Summary**

**Assessment and Reserve Funding Disclosure Summary  
for the fiscal year ending 2018**

- (1) The current 2016/2017 average assessment per unit was \$465.39 per month.  
**The proposed 2017/2018 average assessment per unit will be \$479.35 per month.**  
 The current 2016/2017 avg. reserve contribution per unit was \$134.51 per month.  
**The proposed 2017/2018 avg. reserve contribution per unit will be \$138.54 per month.**

**NOTE: If assessments vary by the size or type of unit, the assessment applicable to your unit may be found on variable assessment page of the attached operating budget.**

- (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 of directors and/or members are as follows:

Date Assessment is due:	Amount per unit per month	Purpose of the Assessment
	\$0.00	
<b>Please refer to the enclosed Cash Flow Projections for projected Reserve Fund Contributions.</b>		
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
<b>TOTAL:</b>	<b>\$0.00</b>	

**NOTE: If assessments vary by the size or type of unit, the assessment applicable to your unit may be found on the variable assessment page of the attached operating budget.**

- (3) Based upon the most recent reserve study and other information available to the board of directors, will the currently projected account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of the 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 been approved by the Board of Directors?

Approximate Date Assessment is due:	Amount per unit	Purpose of the Assessment
	\$0.00	
<b>No Special Assessments are anticipated for the next 30 years at this time.</b>		
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
<b>TOTAL:</b>	<b>\$0.00</b>	

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



## DEFINITIONS

**Estimated Useful Life -** This represents the total number of years a major component, when new, is expected to serve its intended purpose. This information is based on actual conditions in the field.

**Estimated Remaining Life -** This represents the total number of years a major component should continue to serve its intended purpose prior to replacement.

**Total Component Replacement Cost -** This is the total cost, in today's dollars, estimated to replace a major component. Costs shown indicates replacing the existing component with one of like kind and quality. Costs include the removal expenses of existing components, construction management (if deemed appropriate), etc.

**Unscheduled Expenses -** We have included an annual "contingency fund" of 5% above each years total expenses (or \$100 minimum), whichever is greater, for each of the 30 years contained within this study.

**Projected year Beginning Reserve Fund Balance -** This calculation is based on forecasting to the communities year ending date the reserve fund account balance. It takes the balance at any date then adds any remaining reserve fund deposits, adds interest earned on account and subtracts any reserve expenditures before the communities year end.

**Beginning Year of Study -** This denotes the year of the Proforma Budget that the reserve fund study was performed to accompany. The beginning date of the study is the first day of the communities fiscal year.

**Requested Minimum Balance -** This denotes the minimum balance a Board of Directors has elected that their reserve fund accounts not fall below.

**Net Current Reserve Fund Interest Rate -** This denotes the actual, earned average interest rate on all reserve accounts less applicable taxation rates (if any). The Davis-Stirling Act Section 5570 requires that the interest rate not be greater than 2% above the rediscount rate published by the Federal Reserve Bank of San Francisco at the time of reserve study preparation.

**Rate of Inflation-** This denotes the assumed (either actual or historical) rate of inflation on the construction trades only. This does not represent the rate of inflation as published by the federal government for the entire United States.

**Straight-Line Funding Requirement -** This is calculated by dividing each components total cost by it's estimated useful life.

**Reserve Fund Cash Flown Projections -** This is calculated by modeling 30 years projected expenditures, determining each years beginning and ending reserve account balances and then determining a funding level that provides a positive year ending balance (or a balance that is greater than the communities requested minimum balance).

**Section 5570 Calculated Percent Funded -** This calculates how much money should have been set aside at the time of the study based on each component straight-line funding requirements. It multiplies the used life (expected life less remaining life) by then annual straight-line funding requirement for each component. Then each component calculation is added and compared to the actual calendar year beginning balance in the reserve study. The resultant percentage is the Calculated Percent Funded.

## LIMITATIONS AND ASSUMPTIONS TO THIS STUDY

This reserve fund study was undertaken by Community Reserve Solutions in compliance with California Civil Code Sections 5300, 5570 and 5500 and in compliance with the standards established by the Association of Professional Reserve Analysts (APRA). See [www.apra-usa.com](http://www.apra-usa.com) for more information.

Components that meet the following criteria have been included in this report.

1. The component maintenance is the responsibility of the association.
2. The component has a reasonable determinable statistically expected life.
3. The component has an expected life of greater than 1 year.
4. The component replacement is not covered within the communities annual operating budget.
5. The expected remaining life of the component is less than 30 years. Components with remaining lives of greater than 30 years may be included in the study for the association's information. These components will not be factored into the funding plan.

Component useful life and remaining life projections are based on industry standards, manufacturer information, date of installation and maintenance information provided by the community, it's management and/or staff. As a result of construction methodology, design, maintenance or any specific local conditions, component expected life and remaining life may vary from the statistical norm. Repair and/or replacement schedules and the resulting assessment schedules are derived by combining the resources described above and reliance on these schedules is at the Board of Directors discretion. Community Reserve Solutions makes no guarantees as to the actual performance of the component.

Each component condition, life expectancy and replacement cost evaluation was based on visual inspection only. Inspection was limited to areas accessible to the inspectors on the day of inspection and no disassembly of components or demolition was involved. Where components were not available, assumptions were made based on available component statistical information. Community Reserve Solutions makes no guarantee, either specific or implied, as to the actual performance of any component.

The costs for component replacement included in this report were based on current published construction guides, local knowledge and actual contractor estimates. Reliance on the costs included in this report is at the discretion of the communities Board of Directors and/or it's management. Community Reserve Solutions makes no guarantees that projected costs will represent actual job costs at the time of component replacement.

Based on future factors which can not be predicted and the annual disclosure requirements of the Davis-Stirling Act Section 5570, we would recommend this association update their reserve fund study on an annual basis.

## ABBREVIATIONS

PUPM =	Per Unit Per Month
L.S. =	Lump Sum
L.F. =	Lineal Feet
S.F. =	Square Feet
S.Y. =	Square Yard
EA. =	Each

**Watergate Community Association  
2017/2018**

**Statement of Methodology, Conditions, Assumptions and Definitions**

## **LEGAL REQUIREMENTS**

1. Identify the current cash reserve balance.
2. Identify the major components to be included in the study.
3. Establish the reasonable expected life of each component.
4. Establish the remaining life of each component.
5. Project the estimated total cost of each component replacement.
6. Project the year in which the component replacement should statistically occur.
7. Prepare a Statement of Methodology.
8. Prepare the Davis-Stirling Act Section 5570 disclosure statement.

## **SCOPE OF STUDY**

The time frame covered by this analysis is from **2017/2018** thru **2047/2048** These are the beginning and ending points for all calculations included in this study.

## **STATEMENT OF RESERVE STUDY METHODOLOGY**

To determine the annual reserve fund contribution a cash flow (and a straight-line) funding calculation has performed. The premise of replacement cost projections are to insure positive cash flow balances in the communities reserve accounts. This will allow the Board of Directors (and the community) to fulfill its responsibility for maintaining the common are components while forecasting positive balances in the reserve fund accounts. Positive cash balances should be maintained by the community without relying on Special Assessment, HOA loans or overly excessive monthly assessments. The inflation rate used is based upon specific construction industry indexes. The communities current rate of return on their reserve fund account(s) is used for this study but may not exceed the rediscount rate as published by the Federal Reserve Bank of San Francisco at the time of study completion by more than 2%. This information has been provided to communities Board of Directors for approval prior to finalization of this report.

The components listed in this analysis were identified by quantity and type. Upon completion of the component list and the reserve fund analysis was presented to the communities Board of Directors for their approval. The following sources were consulted, where possible, to make our determinations.

- Original construction plans and specifications.
- Original contractors, maintenance staff and vendors.
- Current contractors, maintenance staff and vendors.
- Community maintenance staff.
- Community management.
- Independent subcontractors.
- In house quantity surveyor.

**Watergate Community Association  
2017/2018  
Operating Budget Summary**

**RESERVE STUDY INFORMATION**

<b>THIS YEARS TYPE OF STUDY:</b>	Three Year Inspection Update	
<b>DATE OF LAST INSPECTION:</b>	2017	
<b>PERFORMED BY:</b>	Community Reserve Solutions	
<b>YEAR OF NEXT INSPECTION</b>	2020	As required by the Davis-Stirling Act of 1997

**COMMUNITY INFORMATION**

<b>BEGIN. FISCAL YEAR OF STUDY:</b>	2017	<b>NUMB. OF RESID. BUILDINGS:</b>	6
<b>YEAR FACILITY CONSTRUCTED:</b>	1970-1974	<b>NUMB. OF NON-RESID. BUILDINGS:</b>	1
<b>NUMBER OF UNITS IN PROJECT:</b>	1249	<b>ASSOC. YEAR ENDING DATE:</b>	6/30/2017
<b>NUMBER OF COMM. OWN. UNITS:</b>	0		
<b>RESERVE STUDY PREPARER:</b>	Community Reserve Solutions 8000 Jarvis Avenue, Entry 2 Newark, California 94560 (510) 896-2672 John Ceragioli		
<b>CURR. COMMUNITY MANAGER:</b>	Watergate Community Association 8 Captain Drive Emeryville, California 94608 (510) 428-0118 Tim Sutherland		

**RESERVE ACCOUNT INFORMATION**

<b>WILL THE ASSOCIATION BE ABLE TO MEET THEIR 2017 YEAR FINANCIAL OBLIGATIONS?</b>	Yes
--	-----

<b>2017 YEAR BEGIN. BALANCE</b>	\$5,500,000	<b>2017 Sec. 5570 CALC. % FUNDED:</b>	28.68%
<b>REQUESTED MINIMUM BALANCE:</b>	\$0	<b>2017 TOT. ANNUAL ASSESSMENT:</b>	\$7,184,529
<b>2016 TOT. ANNUAL ASSESSMENT:</b>	\$6,975,271	<b>2017 AVG. PUPM ASSESSMENT:</b>	\$479.35
<b>2016 AVG. PUPM ASSESSMENT:</b>	\$465.39	<b>2017 TOTAL OPERATING BUDGET:</b>	\$5,108,052
<b>2016 TOTAL OPERATING BUDGET:</b>	\$4,959,274	<b>2017 ANN. RESERVE CONTRIB:</b>	\$2,076,477
<b>2016 ANN. RESERVE CONTRIB:</b>	\$2,015,997	<b>2017 MONTH. RESERVE CONTRIB:</b>	\$173,039.75
<b>2016 MONTH. RESERVE CONTRIB:</b>	\$167,999.75	<b>2017 AVG. PUPM RESERVE CONTRIB:</b>	\$138.54
<b>2016 AVG. PUPM RES. CONTRIB:</b>	\$134.51	<b>2017 TOTAL SPECIAL ASSESSMENT:</b>	\$0
<b>2016 TOTAL SPECIAL ASSESS:</b>	\$0	<b>2017 TOT. REVENUE - OTH. SOURCE:</b>	\$0
<b>2016 TOT. REV. - OTH. SOURCE:</b>	\$0		
<b>PROJECTED LONG-TERM RESERVE FUND INTERE</b>	1.50%		
<b>PROJECTED LONG-TERM RATE OF INFLATION</b>	2.50%		
<b>UNSCHEDULED EXPENSE RATE:</b>	5.00%		
<b>TOTAL VALUE OF ALL COMPONENTS</b>	\$36,977,451		

**WATERGATE COMMUNITY ASSOCIATION  
NOTES TO THE FINANCIAL FORECAST  
FORECAST YEAR ENDING JUNE 30, 2018**

**(1) - THE ASSOCIATION**

Watergate Community Association (the Association) is a common interest development that consists of 1,249 residential units located in Emeryville, California. The Association was incorporated August 7, 1979 to provide for management and maintenance of common area property.

**(2) - THE FORECAST**

The forecasted statements are the Board of Director's estimate of revenues and expenses based on the assumptions set forth below, which includes information obtained from the April 2017 replacement analysis prepared by Community Reserve Solutions, L.L.C. Community Reserve Solutions, L.L.C. is the Association's independent component and replacement funding study preparer.

The assumptions disclosed herein are those that the Board believes are significant to the forecast. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur subsequent to April 2017, the date of this forecast. Therefore, the actual results achieved during the forecast period will vary from the forecast, and the variation may be material.

**(3) - BASIS OF PRESENTATION AND FORECASTED REPLACEMENTS**

The accompanying forecasted financial statements are based on the accrual basis of accounting, in accordance with the provisions of California Civil Code Section 5300.

Forecasted revenues and expenses by broad categories are presented in the accompanying forecasted statement of revenues, expenses and changes in fund balances.

The amount of forecasted replacement expenditures was taken from the replacement funding study of April 2017, a portion of which has been included in this forecast as supplementary information.

**(4) - REGULAR ASSESSMENTS**

Regular assessments by type of unit for 2017/2018 are as follows:

Type of Unit	Number of Units	Assessment Per Unit Per Month
Studio	286	\$394.78
One bedroom, junior	192	\$451.91
One bedroom, regular	348	\$462.64
One bedroom, large	201	\$472.77
Two bedroom, regular	205	\$628.73
Penthouse	12	\$763.89
A 324	1	\$1,070.50
B 258	1	\$774.01
B 259	1	\$451.91
C 101	1	\$1,777.22
C 102	1	\$888.32

**WATERGATE COMMUNITY ASSOCIATION**  
**FORECASTED STATEMENT OF REVENUES AND EXPENSES**  
**SUMMARY OF PRO FORMA OPERATING BUDGET. Civil Code §5320 (a),(b)**  
**YEAR ENDING JUNE 30, 2018**

	<u>Operating Fund</u>	<u>Replacement Fund</u>	<u>Total Fiscal Year 2016/2017</u>
<b>REVENUES</b>			
Regular Assessments	\$ 5,108,052	\$ 2,076,477	\$ 7,184,529
Laundry Income	200,000		200,000
Processing Fees	76,000		76,000
Parking & Storage Rental	39,920		39,920
Investment Income	1,000	85,310	86,310
Other Sources of Income	96,400		96,400
<b>Total Revenues</b>	<u>5,521,372</u>	<u>2,161,787</u>	<u>7,683,159</u>
<b>EXPENSES</b>			
Administration	462,613		462,613
Accounting	262,958		262,958
Custodial	617,220		617,220
Landscaping	395,137		395,137
Repairs & Maintenance	488,811		488,811
Paint	212,761		212,761
Property Patrol	570,968		570,968
Club House Services	329,040		329,040
Utilities-Gas & Electricity	655,000		655,000
Utilities-Water, Sewer & Garbage	721,000		721,000
Utilities-Cable TV & Intercom	429,148		429,148
Insurance	537,120		537,120
Allowance for Doubtful Accounts	10,000		10,000
Other	94,077		94,077
Sanitary Sewer Renovation-Ensign Drive		732,007	732,007
Recreation Key Fob Assess		225,000	225,000
Security System Upgrade		210,000	210,000
Elevator Jacks		88,000	88,000
Swimming Pool Replastering-Bldg B,D		111,100	111,100
Elevator Annual Maint./Repair Allow.		60,000	60,000
Iron Fence at Pond		28,500	28,500
Storm Sewers-Anchor Drive & Ensign Drive		50,000	50,000
Courtyard Cap Slab Repair Allowance		25,000	25,000
Automatic Doors		24,000	24,000
Intercom Panel- Bldg A,B,C		22,500	22,500
Fire Alarm Annual Testing		23,000	23,000
Unscheduled Expenses Multiplier		89,959	89,959
Other Major Components Repair & Replacements.		200,076	200,076
<b>Total Expenses</b>	<u>5,785,852</u>	<u>1,889,142</u>	<u>7,674,994</u>
Excess/(deficiency) Of Revenues Over Expenses	(264,480)	272,645	8,165
Beginning Fund Balances	264,480	5,500,000	5,764,480
Ending Fund Balances	<u>\$ (0)</u>	<u>\$ 5,772,645</u>	<u>\$ 5,772,645</u>

SEE NOTES TO THE FINANCIAL FORECAST (Note 2-3)

**The complete budget and copies are available at the Watergate Community Association, at no cost to the members.**

# **WATERGATE COMMUNITY ASSOCIATION**

## **FINANCIAL FORECAST AND COMPILATION NOTES TO THE REPORT THEREON FORECAST YEAR ENDING JUNE 30, 2018 Civil Code §5320 (a),(b)**

### **SUPPLEMENTARY INFORMATION FORECAST YEAR ENDING JUNE 30, 2018 COMMON AREA COMPONENTS**

**DOCUMENTS PREPARED BY COMMUNITY RESERVE SOLUTIONS, LLC:**  
(As required by California Civil Codes 5565, 5550(b)(5), and 5570)

- Reserve Study Operating Budget Summary
- Reserve Study Statement of Methodology, Conditions, Assumptions and Definitions
- Assessment and Reserve Funding Disclosure Summary and Disclaimers
- Reserve Study Component Schedule and Percent Funded Calculation
- 30-year Percent Funded Calculations
- Reserve Fund Cash Flow Projections

### **OTHER DISCLOSURES**

- Insurance Disclosure Statement
- Insurance Guidelines for Unit Owners



# WATERGATE COMMUNITY ASSOCIATION

Date: May 12, 2017  
To : Members of the Watergate Community Association  
Re : **Notice of Assessment Increase**

Attached is the Watergate Community Association's Pro Forma Operating Budget for the next fiscal year beginning on July 1, 2017 through June 30, 2018. The budget was prepared in accordance with the requirements set forth in California Civil Code 5300.

After conducting four open session budget meetings with the Finance Committee and management, the Board of Directors adopted the 2017/2018 Pro Forma Operating Budget at the April 17, 2017 board meeting. A summary of the final approved budget, which takes effect July 1, 2017, is distributed to all members of record and becomes the basis for setting the annual assessment to each property owner.

Accordingly, the Board of Directors hereby notifies the members of the Watergate Community Association that there will be a **3% increase to your annual assessment effective July 1, 2017**. The contribution to the Replacement Fund is \$2,076,477, and the contribution to the Operating Fund is \$5,108,052 for a total assessment level of \$7,184,529.

With the latest contribution level to the replacement fund, all of the major components noted in the current reserve study are scheduled to be repaired and replaced as needed with all projects funded from annual regular assessments. There are no outstanding loans held by the Watergate Community Association, nor are there special assessments under consideration by the Board of Directors at this time.

Enclosed as part of the Annual Budget Report in compliance with California Civil Code 5300 are the Reserve Funding Disclosure and Summary, as well as the Insurance Disclosure Statement/Insurance Guidelines for Unit Owners.

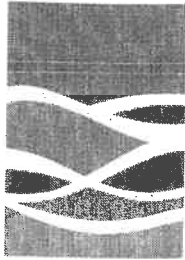
Also enclosed, please find the Annual Policy Statement and related documents in compliance with California Civil Code 5310 and 5320: Notice Assessments and Foreclosure, Delinquent Assessment Collection Enforcement Policy, Delinquent Assessment Collection Fees and Costs Schedule, Summary of Dispute Resolution Procedures, Schedule of Monetary Penalties (Fines), Application Procedures for Modification of Units and FHA and VA Certification Disclosures. One additional useful reference document included for your review is the WCA Registration/ID Card Schedule of Fees.

If you have any questions, please contact the WCA office at 510-428-0118. The office is open Monday through Friday between 8:30 a.m. and 5:30 p.m.

Sincerely,  
Watergate Community Association

Robert C. Blain, President  
WCA Board of Directors





# WATERGATE

## COMMUNITY ASSOCIATION

October 23, 2016

Member  
Watergate Community Association  
Emeryville, CA 94608

Dear Member:

In accordance with Article IX, Sections 9.3 (b) and (c) of the Watergate Community Association Bylaws, please find the audited financial statements of the Association for the year ended June 30, 2016.

Please note that our auditor has expressed an unmodified opinion on our financial statements.

Should you have any questions or comments regarding this audit, please mail them to the Association office so that the Board can respond.

Sincerely,

Albert Repola  
Treasurer

Buyer received 16 pages

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



# ALLEN & COOK, INC.

CERTIFIED PUBLIC ACCOUNTANTS

## INDEPENDENT AUDITOR'S REPORT

The Board of Directors and Members  
Watergate Community Association

### Report on the Financial Statements

We have audited the accompanying financial statements of Watergate Community Association, which comprise the balance sheet as of June 30, 2016, and the related statements of revenues, expenses, and changes in fund balance and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Watergate Community Association as of June 30, 2016, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## **Disclaimer of Opinion on Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the Required Supplementary Information on Future Major Repairs and Replacements on pages 12 and 13 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Matter**

We have previously audited Watergate Community Association's 2015 financial statements, and we expressed an unmodified opinion on those financial statements in our report dated September 24, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Allen & Cook, Inc.*

San Jose, California

September 26, 2016

**Watergate Community Association**  
 Balance Sheets  
 June 30, 2016  
 (With Comparative Totals for 2015)

	Operating Fund	Replacement Fund	Totals 2016	2015
<b>ASSETS:</b>				
Cash and cash equivalents	\$ 233,148	134,454	367,602	338,096
Accounts receivable - net of allowance for uncollectible accounts of \$97,848 and \$176,670 respectively	18,291		18,291	17,937
Other receivable	15,862		15,862	14,126
Investment in U.S. Treasury Bill		4,006,710	4,006,710	4,424,296
Fixed assets, net of accumulated depreciation of \$201,520 and \$237,355 respectively	19,787		19,787	971
Due from replacement fund	93,009		93,009	48,347
Prepaid insurance	310,442		310,442	296,962
Prepaid income tax	14,353		14,353	
Prepaid deposit		54,971	54,971	155,893
Other prepaid expenses	68,810		68,810	68,394
<b>Total Assets</b>	<b>773,702</b>	<b>4,196,135</b>	<b>4,969,837</b>	<b>5,365,022</b>
 <b>LIABILITIES AND FUND BALANCES:</b>				
Accounts payable	51,220	2,422	53,642	432,092
Accrued expenses	146,670		146,670	212,164
Assessments received in advance	117,006		117,006	126,658
Due to operating fund		93,009	93,009	48,347
Other liabilities	197,743		197,743	168,680
Federal tax payable				13,755
State tax payable				763
<b>Total Liabilities</b>	512,639	95,431	608,070	1,002,459
<b>Fund Balances</b>	<b>261,063</b>	<b>4,100,704</b>	<b>4,361,767</b>	<b>4,362,563</b>
<b>Total Liabilities and Fund Balances</b>	<b>\$ 773,702</b>	<b>4,196,135</b>	<b>4,969,837</b>	<b>5,365,022</b>

SEE NOTES TO FINANCIAL STATEMENTS

**Watergate Community Association**  
**Statement of Revenue and Expenses and Changes in Fund Balances**  
**Years Ended June 30, 2016**  
**(With Comparative Totals for 2015)**

	Operating Fund	Replacement Fund	Totals 2016	2015
<b>REVENUE:</b>				
Regular Assessments (Note 2)	\$ 4,586,768	2,185,340	6,772,108	6,772,108
Interest Income (Note 1-C)	448	7,745	8,193	3,813
Laundry income	177,677		177,677	159,938
Clipper Club Income	6,733		6,733	8,035
Hatchcover Income	23,185		23,185	25,976
Parking Income	31,693		31,693	32,303
Recovery of Bad Debt	31,295		31,295	447
Gain on sale of assets	1,200		1,200	
Comcast Easement (Note 8)				99,920
Other Income	124,453		124,453	109,943
 Total Revenue	 4,983,452	 2,193,085	 7,176,537	 7,212,483
 <b>EXPENSES:</b>				
Administrative Expenses	405,343	7,355	412,698	425,541
Insurance	452,332		452,332	470,205
Accounting	253,662		253,662	244,362
Custodial	563,680		563,680	542,956
Landscaping	346,700		346,700	332,053
Repairs and Maintenance	492,413		492,413	488,598
Painting	185,662		185,662	184,047
Property Patrol	426,956		426,956	423,328
Club House Services	258,960		258,960	225,733
Clipper Club	5,282		5,282	5,637
Hatchcover	26,114		26,114	25,917
Legal & Compliance	6,512		6,512	12,967
Depreciation	2,008		2,008	685
Provision for Bad Debt Expense	16,500		16,500	30,007
Bad Debt Collection Expenses	4,934		4,934	4,306
Utilities	1,625,475		1,625,475	1,560,289
Interior Renovation Design, Prototype		875	875	4,369
Tennis Court Repair - P/T & Resurfacing		60,111	60,111	103,605
LAFFS (lighting, alarm, asbestos, fire sprinklers)				80,725
Interior Finishes Replacement		1,857,079	1,857,079	3,422,998
Other Common Area Maintenance		178,733	178,733	110,311
Income Taxes (Note 5)	130	517	647	24,630
 Total Expenses	 5,072,663	 2,104,670	 7,177,333	 8,723,269
 Excess (deficiency) of revenue over expense	 (89,211)	 88,415	 (796)	 (1,510,786)
 Beginning fund balance	 350,274	 4,012,289	 4,362,563	 5,873,349
 Ending fund balance	 \$ 261,063	 4,100,704	 4,361,767	 4,362,563

SEE NOTES TO FINANCIAL STATEMENTS

**Watergate Community Association**  
**Statement of Cash Flows**  
**Years Ended June 30, 2016**  
**(With Comparative Totals for 2015)**

	Operating Fund	Replacement Fund	Totals 2016	Totals 2015
<b>Cash Flows From Operating Activities:</b>				
Excess(deficiency) of revenue over expenses	\$ (89,211)	88,415	(796)	(1,510,786)
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation	2,008		2,008	685
Gain on sale of assets	(1,200)		(1,200)	
(Increase) - Decrease in:				
Accounts receivable	(354)		(354)	(6,250)
Due from replacement fund	(44,662)		(44,662)	(48,347)
Due from operating fund				178
Prepaid insurance	(13,480)		(13,480)	25,044
Prepaid income tax	(14,353)		(14,353)	10,112
Other receivable	(1,736)		(1,736)	(104)
Prepaid deposit		100,922	100,922	(55,215)
Other prepaid	(416)		(416)	(5,274)
Increase - (Decrease) in:				
Accounts payable	10,041	(388,491)	(378,450)	16,455
Assessments received in advance	(9,652)		(9,652)	12,184
Due to operating fund		44,662	44,662	48,347
Due to replacement fund				(178)
Other liabilities	(36,431)		(36,431)	36,213
Federal tax payable	(13,755)		(13,755)	14,518
State tax payable	(763)		(763)	
Net cash flows from operating activities	<u>(213,964)</u>	<u>(154,492)</u>	<u>(368,456)</u>	<u>(1,462,418)</u>
<b>Cash Flows From Investing Activities:</b>				
Purchase of assets	(20,824)		(20,824)	
Purchase of treasury securities		(4,006,710)	(4,006,710)	(4,424,296)
Gain from sale of assets	1,200		1,200	
Proceeds from matured treasury securities	269,995	4,154,301	4,424,296	5,998,967
Net cash flows from investing activities	<u>250,371</u>	<u>147,591</u>	<u>397,962</u>	<u>1,574,671</u>
Net increase(decrease) in cash	36,407	(6,901)	29,506	112,253
Cash at beginning of year	<u>196,741</u>	<u>141,355</u>	<u>338,096</u>	<u>225,843</u>
Cash at end of year	<u>\$ 233,148</u>	<u>134,454</u>	<u>367,602</u>	<u>338,096</u>

SEE NOTES TO FINANCIAL STATEMENTS

Watergate Community Association  
Notes To Financial Statements  
June 30, 2016 and 2015

(1) - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

(A) Organization

The Association was incorporated August 7, 1979, to provide for the orderly maintenance, preservation, and architectural control of the common areas within the development, which consists of 1,249 condominium units located in Emeryville, California.

The Association derives its authority and responsibilities from its Declaration of Covenants, Conditions and Restrictions. An elected Board of Directors makes most policy decisions and oversees daily operations, but major decisions are referred to the general association membership if required by the governing documents.

Membership in the Association is mandatory for homeowners. Voting members consist of all owners. Each owner is obligated to pay annual assessments to the Association to support its operations and purposes.

(B) Funds

The Association's accompanying financial statements have been prepared using fund accounting. Under this method of accounting, funds are separated into two categories, the operating funds and replacement funds. Operating funds are those whose disposition is at the discretion of the Board of Directors and are generally used for regular operating expenses. Replacement funds are restricted to the repair or replacement of major common area components.

(C) Investment Income

It is the policy of the Board of Directors that investment income (primarily interest) earned on checking, savings and investments be retained in the fund where such income was earned.

(D) Capitalization Policy and Depreciation

In accordance with industry standards, the Association has not capitalized in the financial statements the common area real property acquired at its inception from the developer, as all beneficial rights of ownership belong to the unit owners and not to the Association.

Replacements and improvements to the real property which are directly associated with the units are not capitalized for the same reasons described above. They are instead charged directly to either operating or replacement funds in the period they are incurred. Capital assets not directly associated with the units, such as office equipment, are capitalized and depreciated over their estimated useful lives on the straight-line method.

Fixed assets, which are used in the Association's business operations as office equipment, furniture and vehicles are capitalized and depreciated over their estimated useful lives on the straight-line basis.

(CONTINUED)



Watergate Community Association  
Notes To Financial Statements  
June 30, 2016 and 2015

(1) - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES-Continued

(E) Statement of Cash Flow Information

For purposes of the Statement of Cash Flows, the Association considers all short-term investments with maturity at date of purchase of three months or less to be cash equivalents. Cash equivalents are classified with cash in the balance sheet.

(F) Assessments Receivable

Association members are subject to annual assessments (paid in monthly installments) to fund the Association's operating expenses, future capital acquisitions, and major repairs and replacements. Assessments receivable at the balance sheet date represent assessments and other fees due from unit owners. The Association's governing documents provide for various collection remedies for delinquent assessments including the filing of liens on the owners unit, foreclosing on the unit owner, and obtaining judgment on other assets of the unit owner.

(G) Bad Debts

The Association uses the allowance method for recording bad debts. This method requires an annual provision for bad debts based on past or industry experience. The provision for bad debts expense at June 30, 2016 & 2015 was \$16,500 and \$30,007 respectively.

(H) Investments

Investments in U.S. Treasury securities are considered to be held-to-maturity investments. They are carried at amortized cost, which approximates their market value.

(I) Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(J) Concentration of Credit Risk

Financial instruments, which potentially subject the Association to concentration of credit risk, consist primarily of cash, cash equivalents, investments and accounts receivable. The Association's cash and cash equivalents, which sometimes exceed federally insured limits, are placed primarily in demand deposit accounts with high quality financial institutions. The Association has not experienced any losses on such accounts and believes it is not exposed to any significant credit risk.

(CONTINUED)

Watergate Community Association  
Notes To Financial Statements  
June 30, 2016 and 2015

(1) - ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES-Continued

(J) Concentration of Credit Risk - Continued

The Association's member receivables may be secured by a lien placed on the residences of delinquent and foreclosure proceeding may be initiated by the Association in order to collect delinquent balances. The Association performs ongoing evaluations of its receivables, initiates collection action when necessary, and provides reserves for potential credit losses.

(K) Fair Value of Financial Instruments

The carrying amounts of financial instruments, including cash, certificates of deposit, accounts receivable and accounts payable approximate their fair value due to the short term maturities of these instruments.

(L) Comparative Information

The financial statements include certain summarized comparative information from the prior year. This information is presented in total and not by separate funds and does not include sufficient detail to be in conformity with accounting principles in the United States of America. Accordingly, such information should be read in conjunction with the Association's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

(M) Reclassifications

Certain accounts in the prior-year financial statements have been classified for comparative purposes to conform with the presentation in the current-year financial statements.

(2) - REGULAR ASSESSMENTS

During the fiscal years ended June 30, 2016 and 2015, regular annual assessments were payable to the Association in monthly installments ranging from \$372.12 to \$1,675.20 respectively per unit per month, depending on the type of unit owned .

The annual budget and owners' assessments are determined by the Board of Directors. Annual budgets are approved and assessments are divided between the operating fund to meet normal operating costs and contributions to the replacement funding program.

Delinquent assessments may be secured by a lien on the property against which the assessments are made, and the Association has the power to foreclose the property of any owner who fails to pay assessments.

It is the Association policy that any excess operating funds at the end of a fiscal year be applied to the following year's assessment.

(CONTINUED)

Watergate Community Association  
Notes To Financial Statements  
June 30, 2016 and 2015

(3) - RESTRICTED FUNDS AND REPLACEMENT FUNDING PROGRAM

Restricted funds represent amounts designated for specific uses by the membership or Board of Directors; generally these funds are set-aside in interest bearing accounts to be retained for the designated purpose. Restricted replacement funds are amounts to be spent on future repair and replacement of selected Association common areas.

A long-term, formal funding program is one that is based on a study that identifies specific common area components such as roofs, streets, paint, decks, etc., the expected replacement costs and expected remaining service lives of each, and provides a plan for accumulating over time the funds that will be needed to replace each major item at the time that replacement becomes necessary.

An independent formal study to determine the adequacy of the current funding program for the replacement of selected Association common area components was conducted by Community Reserve Solutions in 2016. The 2016/2017 budget, which was approved by the Board of Directors in April 2016, incorporates the current funding requirements determined by the study.

Actual expenditures may vary from the estimated amounts and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet future needs. If additional funds are needed, however, the Association has the right, subject to member approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

(4) - FIXED ASSETS AND DEPRECIATION

Assets	<u>2016</u>	<u>2015</u>
Equipment	169,856	196,049
Furniture and Fixtures	20,276	11,102
Computers	12,626	12,626
Vehicle	<u>18,549</u>	<u>18,549</u>
Less Accumulated Depreciation	<u>(201,520)</u>	<u>(237,355)</u>
	<u>19,787</u>	<u>971</u>

(5) - INCOME TAXES

Homeowners' associations may be taxed either as homeowners' associations or as regular corporations. For the year ended June 30, 2016 and 2015, the Association was taxed as a regular corporation. As a regular corporation, membership income is exempt from taxation if certain elections are made, and the Association is taxed only on its non-membership income, such as interest earnings, at regular federal and state corporate rates.

(CONTINUED)

Watergate Community Association  
Notes To Financial Statements  
June 30, 2016 and 2015

(5) - INCOME TAXES- Continued

Income tax expense at June 30, 2016 and 2015 was \$647 and \$24,630 respectively. During the years ending June 30, 2016 and 2015, the Association paid \$29,518 and \$0 in cash for income taxes each year.

(6) - FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Association has the ability to access.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The following table sets forth by level, within the fair value hierarchy, the Association's assets at fair value as of June 30, 2016 and June 30, 2015:

	Assets at Fair Value as of June 30, 2016			
	Level 1	Level 2	Level 3	Total
U.S. Treasury Bills	\$ 4,006,710	\$ ---	\$ ---	\$ 4,006,710
Total	\$ 4,006,710	\$ ---	\$ ---	\$ 4,006,710

	Assets at Fair Value as of June 30, 2015			
	Level 1	Level 2	Level 3	Total
U.S. Treasury Bills	\$ 4,424,296	\$ ---	\$ ---	\$ 4,424,296
Total	\$ 4,424,296	\$ ---	\$ ---	\$ 4,424,296

(7) - FLEXIBLE STANDARDIZED 401(k) PLAN

The Association adopted a flexible standardized 401(k) plan for all employees. As of June 30, 2016 the Association did not make any contributions to the plan.

(CONTINUED)

Watergate Community Association  
Notes To Financial Statements  
June 30, 2016 and 2015

(8) - COMCAST EASEMENT

The Association entered into a 5-year service and easement agreement with Comcast of California, in which Comcast paid the association \$99,920 in 2015 in return for access to cable wiring and equipment on the premises.

(9) - RELATED PARTY TRANSACTIONS

During the year, several homeowners, who are also employees of the Association have provided services to the Association and have been compensated in the amount of \$90,803 for the year ended June 30, 2016. In addition, during the same period, a plumbing vendor who is also a homeowner was compensated \$9,944 for services provided to the Association.

(10) - SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 26, 2016, the date on which the financial statements were available to be issued. We noted no events that will have an impact on the presented financial statements and notes thereto.

Watergate Community Association  
 Supplementary Information On Future Major Repairs And Replacements ( Unaudited)  
 June 30, 2016

Community Reserve Solutions, conducted a study in 2016 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates were based on future replacement costs at the date of the study. Estimated current replacement costs have been adjusted to reflect a 2.5% inflation factor between the date of the study and the date that the components will require repair and replacement.

The following table is based on the study and presents significant information about the components of common property.

<u>Components</u>	<u>Estimated Remaining Useful Lives</u>	<u>Estimated Current Replacement Costs</u>
Asphalt - Road Only	0-31 yrs	\$ 91,358
Asphalt - Parking Garages	3 yrs	245,026
Sanitary Sewer Renovation Project	0-36 yrs	3,800,271
Concrete	0-41 yrs	524,690
Parking Garages	0-22 yrs	57,500
Clipper Club Exterior	1-12 yrs	252,800
Anchor/Clipper Club & Office Interiors	1-9 yrs	171,566
Swimming Pool - Clipper Club	2-14 yrs	227,696
Spa - Clipper Club	0-25 yrs	34,300
Swimming Pool - Anchor Club	0-23 yrs	96,375
Spa - Anchor Club	0-33 yrs	56,759
Swimming Pool - B Building	0-6 yrs	80,031
Swimming Pool - D Building	0-6 yrs	79,781
Tennis Courts	10-31 yrs	211,819
Tennis Pro Shop	0-11 yrs	15,240
Signage	19-39 yrs	196,007
The Boardwalk	0-23 yrs	235,700
Fencing	4-43 yrs	667,339
Electrical	0-16 yrs	351,025
Landscape, Irrigation & Sitework	0-26 yrs	380,575
Building Water Supply System	3-24 yrs	331,150
Generator, Elevators & Sump Pumps	0-47 yrs	2,555,075
Building Life Safety & Sprinkler Systems	0-38 yrs	6,630,284
Hallway Smoke Doors Repair Allowance	0 yr	10,000
Hallway Overhead Smoke Doors Allowance	0 yr	20,000
Residential Building Interiors	0-31 yrs	428,885
Residential Building Exteriors	0-18 yrs	4,725,900
Residential Building Courtyards	0 yr	36,250
Maintenance Allowances	0-29 yrs	545,000
Personal Property	0-13 yrs	220,900
Interior Image Enhancement	0-14 yrs	7,045,804
Exterior Image Enhancement	1-14 yrs	3,615,750
Storm Sewers	0-2 yrs	<u>200,000</u>
<b>Total</b>		<b><u>\$ 34,140,856</u></b>

The Association uses the cash flow method of funding the replacement fund. Under the cash flow method, the funding for each individual component is not separately calculated. The actual fund balance at June 30, 2016 is \$4,100,704 with expected contributions of \$2,015,997 for the year ending June 30, 2017.

Watergate Community Association  
 Supplementary Information On Future Major Repairs And Replacements (Unaudited)  
 June 30, 2015

Community Reserve Solutions, conducted a study in 2015 to estimate the remaining useful lives and the replacement costs of the components of common property. The estimates were based on future replacement costs at the date of the study. Estimated current replacement costs have been adjusted to reflect a 2.5% inflation factor between the date of the study and the date that the components will require repair and replacement.

The following table is based on the study and presents significant information about the components of common property.

<u>Components</u>	<u>Estimated Remaining Useful Lives</u>	<u>Estimated Current Replacement Costs</u>
Asphalt - Road Only	0-32 yrs	\$ 673,858
Asphalt - Parking Garages	4 yrs	245,026
Concrete	0-42 yrs	484,690
Parking Garages	0-23 yrs	57,500
Clipper Club Exterior	1-13 yrs	127,800
Anchor/Clipper Club & Office Interiors	0-10 yrs	159,066
Swimming Pool - Clipper Club	0-15 yrs	178,586
Spa - Clipper Club	0-26 yrs	32,890
Swimming Pool - Anchor Club	0-24 yrs	84,784
Spa - Anchor Club	0-34 yrs	56,759
Swimming Pool - B Building	0-7 yrs	62,958
Swimming Pool - D Building	0-7 yrs	62,708
Tennis Courts	19-32 yrs	163,842
Tennis Pro Shop	1-12 yrs	14,740
Signage	0 yr	254,000
The Boardwalk	0-24 yrs	235,700
Fencing	4-38 yrs	667,339
Electrical	0-17 yrs	318,525
Landscape, Irrigation & Sitework	0-27 yrs	337,975
Building Water Supply System	4-25 yrs	331,150
Generator, Elevators & Sump Pumps	0-48 yrs	2,165,075
Building Life Safety & Sprinkler Systems	0-39 yrs	6,659,089
Hallway Smoke Doors	17 yrs	164,700
Hallway Overhead Smoke Doors	17 yrs	375,000
Residential Building Interiors	1-32 yrs	358,885
Residential Building Exteriors	0-19 yrs	4,725,900
Residential Building Courtyards	0 yr	36,250
Maintenance Allowances	0-11 yrs	419,000
Personal Property	0-14 yrs	200,475
Interior Image Enhancement	0-14 yrs	7,145,131
Exterior Image Enhancement	1-13 yrs	3,628,000
Storm Sewers	0-4 yrs	<u>150,000</u>
 Total		 <u>\$ 30,577,401</u>

The Association uses the cash flow method of funding the replacement fund. Under the cash flow method, the funding for each individual component is not separately calculated. The actual fund balance at June 30, 2015 is \$4,012,289 with expected contributions of \$2,185,340 for the year ending June 30, 2016.





**WATERGATE COMMUNITY ASSOCIATION**

**ANNUAL POLICY STATEMENT – CIVIL CODE SECTION §5310 AND §5320 AS NOTED**

**Person Designated to Receive Official Communications to the Association:**

Mr. Tim Sutherland, General Manager  
Watergate Community Association  
8 Captain Drive  
Emeryville, CA 94608-1744

**Mailing Address for Overnight Payments of Assessments:**

Watergate Community Association  
8 Captain Drive  
Emeryville, CA 94608-1744

**Secondary Address for Delivery of Notices:**

Upon written receipt of a request by a member, identifying a secondary address for delivery of notices, the association will deliver an additional copy of association notices to the secondary address identified in the request.

**Locations of General Delivery or Notice:**

Clipper Club; Anchor Club; all 27 building lobbies; watergatehoa.com, and the monthly Hatchcover newsletter

**Option to Receive General Delivery or Notice by Individual Delivery:**

Upon written receipt of a request by a member, the association will deliver a copy of the general delivery or notice to the address identified in the request

**Copies of Meeting Minutes:**

Any member of the Association who desires copies of minutes of meetings of the Board of Directors can send a self-addressed, stamped envelope for each set of minutes requested to:

Mr. Tim Sutherland, General Manager  
Watergate Community Association  
8 Captain Drive  
Emeryville, CA 94608-1744

The cost for copying and distribution will be \$0.25 cents per page.

**Other Annual Policy Statement Disclosures attached as follows:**

Delinquent Assessment Enforcement Policy; Notice of Assessments and Foreclosure; Delinquent Assessment Collection Fees and Cost Schedule; Schedule of Monetary Penalties (Fines); Summary of Dispute Resolutions Procedures; Unit Modification Requirements and Procedures; Schedule of Registration/ID Card Fees; and FHA and VA Certification Disclosures

Buyer received 20 pages

Date:

Date:

**WATERGATE COMMUNITY ASSOCIATION**  
**DELINQUENT ASSESSMENT COLLECTION POLICY**  
Distributed with 2017/2018 Pro Forma Operating Budget. Civil Code §5730

By resolution of the Board of Directors dated April 17, 2017, the Watergate Community Association (“**Association**”) hereby adopts the following Delinquent Assessment Collection Policy, which supersedes and replaces the prior Delinquent Assessment Collection Policy adopted on April 18, 2016.

**PAYMENT DUE DATES FOR REGULAR ASSESSMENTS, SPECIAL ASSESSMENTS AND SPECIAL INDIVIDUAL ASSESSMENTS; WHEN ASSESSMENTS BECOME “DELINQUENT”**

Regular Assessments are due on the first (1<sup>st</sup>) day of each month. A Regular Assessment is deemed delinquent if not received at the Association’s management address within fifteen (15) calendar days after the due date thereof (“**Delinquent Assessment**”). Special Assessments are due on the date(s) specified upon imposition and each installment thereof shall be deemed delinquent if not received at the Association’s address within fifteen (15) calendar days after it is due. Special Individual Assessments are due within thirty (30) days of mailing the notice and shall be deemed delinquent if not received at the Association’s address within fifteen (15) calendar days after it is due. A late charge of Ten Dollars (\$10.00) or ten percent (10 %) of the amount due, whichever is greater, or the maximum amount allowed by California Civil Code Section 5650, or any superseding statute, shall be due on any such Delinquent Assessment.

Interest shall be charged on all unpaid balances, including Delinquent Assessments, late charges, interest, costs of collection and attorneys’ fees, which are unpaid thirty (30) days after they are due at the rate of twelve percent (12%) per annum.

The Association shall charge a “returned check charge” of Twenty-Five Dollars (\$25.00) for all checks returned as “non-negotiable”, “insufficient funds” or any other reason.

Payments shall be submitted to:  
Watergate Community Association  
8 Captain Drive  
Emeryville, CA 94608

**OWNER MAY DISPUTE ASSESSMENT; OWNER MAY REQUEST PAYMENT PLAN**

An Owner may dispute an Assessment by submitting a written request for dispute resolution to the Association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, the Association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in California Civil Code Section 5925 *et seq.*, if so requested by the Owner. Binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

Pursuant to California Civil Code Section 5685, an Owner is not liable for charges, interest, and costs of collection, if it is established that the Assessment was paid properly on time.

An Owner may request the Association to consider a payment plan to satisfy a Delinquent Assessment. Pursuant to California Civil Code Section 5665(a), the Association must inform Owners of the standards for payment plans, if any exist. The Board must meet with an Owner who makes a proper written request for a meeting to discuss a payment plan when the Owner has received a notice of a Delinquent Assessment.

## **PRE-LIEN NOTICE: FOR ALL ASSESSMENTS UNPAID 75 DAYS AFTER DUE DATE**

If any portion of Regular Assessment, Special Assessment or Special Individual Assessment, including applicable late charge(s) and interest, remains unpaid seventy-five (75) calendar days after the original due date thereof, a Pre-Lien Notice shall be prepared and sent, by certified mail, to the delinquent record Owner(s) at the Owner's last mailing address provided to the Association. It is the responsibility of the Owner(s) to ensure that the Association has the most up-to-date address, telephone number, and email address (if any) for that Owner.

The Pre-Lien Notice shall include the mailing address for overnight payment of the Delinquent Assessment(s) and/or late charges, interest, costs of collection, or attorney's fees.

Pursuant to California Civil Code Section 5660, the Pre-Lien Notice shall: (a) notify the delinquent Owner(s) of the fee and penalty procedures of the Association, and (b) provide an itemized statement of the charges owed by the Owner(s), with line items indicating Assessment(s) owed, any late charges and the method of calculation, any attorney's fees, and the collection practices used by the Association, including notification of the Association's right to recover the reasonable costs of collection from the Owner(s).

Unless the Association and the delinquent Owner(s) have entered into a payment plan, the Delinquent Assessment(s) and all related charges thereafter falling due, until all such amounts are paid, must be paid in full by the delinquent Owner. The Association shall accept any partial payment, which does not stop foreclosure unless the balance of the Delinquent Assessments falls below \$1,800. Acceptance of partial payments does not cure the default and the collection process will continue until payment in full, including all collection fees and costs, is received. If the Association and the delinquent Owner(s) enter into a payment plan, any payments toward that Owner's debt shall first be applied to the Delinquent Assessment(s) owed, and only after the principal owed is paid in full shall the payments be applied to interest or collection expenses.

## **RECORDING OF LIEN AND LIEN PROCEDURES TO BE FOLLOWED BY THE ASSOCIATION**

If the Delinquent Assessment(s) and related charges have not been received within one hundred and five (105) calendar days after the original due date thereof, the Board may, in its discretion, record the "Notice of Delinquent Assessment" ("**Lien**"). The Association shall provide the following information and opportunities to the Owner(s) at least thirty (30) days before recording the Lien:

1. A general description of the collection and lien enforcement procedures of the Association (*i.e.*, this Delinquent Assessment Collection Policy) and the method of calculation of the amount, a statement that the Owner of the separate interest has the right to inspect the Association records, pursuant to California Corporations Code Section 8333 and the following statement in 14-point boldface type, if printed, or in capital letters, if typed:

**"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION."**

2. An itemized statement of the charges owed by the Owner(s), including items on the statement which

indicate the amount of any Delinquent Assessment(s), the fees and reasonable costs of collection, reasonable attorney's fees, any late charges, and interest, if any;

3. A statement that the Owner shall not be liable to pay the charges, interest, and costs of collection, if it is determined the Assessment(s) was paid on time to the Association;
4. The right to submit a written request for a meeting with the Board to discuss a payment plan;
5. The right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to the Association's "meet and confer" program, as mandated by California Civil Code Section 5900 *et seq.*;
6. The right to request alternative dispute resolution with a neutral third party pursuant to California Civil Code Section 5925 *et seq.*

Pursuant to California Civil Code Section 5673, the Board shall vote on this decision to record a Lien in an open Board meeting and record the results in the Board's minutes. The Lien shall state the amount of the Delinquent Assessment(s) and other sums imposed against the Owner(s), a legal description of the Owner's interest in the common interest development against which the Assessment(s) and other sums are levied, the name of the record Owner, and, in order for the Lien to be enforced by nonjudicial foreclosure, the name and address of the trustee authorized by the Association to enforce the lien by sale. No later than ten (10) calendar days after the Lien is recorded a copy of the Lien shall be mailed to the record Owner(s).

Upon payment of the sums specified in the Lien by the Owner(s), the Association shall cause to be recorded a subsequent notice stating the satisfaction and release of the lien thereof.

#### **ASSOCIATION REMEDIES AND PROCEDURES FOR DELINQUENT ASSESSMENTS LESS THAN \$1,800 OR LESS THAN 12 MONTHS DELINQUENT**

Delinquent Assessments of an amount less than One Thousand Eight Hundred and No/100 (\$1,800.00) OR less than twelve (12) months delinquent, not including any accelerated Assessments, late charges, fees and costs of collection, attorney's fees, or interest, may not be collected through judicial or nonjudicial foreclosure. The Association may attempt to collect or secure that debt in any of the following ways:

1. By civil action in small claims court against the Owner(s); OR
2. By recording a Lien against the Owner(s), but not acting on the Lien to foreclose it until and unless the amount owing is greater than One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) or more than twelve (12) months delinquent.

#### **ASSOCIATION REMEDIES AND PROCEDURES FOR DELINQUENT ASSESSMENTS MORE THAN \$1,800 OR MORE THAN 12 MONTHS DELINQUENT**

For Delinquent Assessments of an amount of One Thousand Eight Hundred and No/100 Dollars (\$1,800.00) or more, not including any accelerated Assessments, late charges, fees and costs of collection, attorney's fees, or interest, or any Delinquent Assessments more than twelve (12) months delinquent, the Association may use judicial or nonjudicial foreclosure, so long as the Association provides the opportunity for a "meet and confer" session to the delinquent Owner(s), and may also pursue a civil action in small claims court or

Superior Court, depending upon the amount owing, to recover the Delinquent Assessments and related costs.

The decision to initiate foreclosure of a Lien for Delinquent Assessments that has been validly recorded shall be made only by the Board and may not be delegated to an agent of the Association. The Board shall approve the decision by a majority vote of the Board members in an executive session; however, the Board shall record the vote in the minutes of the next meeting of the Board open to all Members.

This Delinquent Assessment Collection Policy, consistent with California Civil Code Section 5730, shall be distributed to each member of the Association within 30 to 90 days before the end of the Association's fiscal year. This notice must be in at least 12-point type. The text of this annual notice shall read as provided in Exhibit "A," attached hereto.

## **EXHIBIT "A"**

### **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 a result of a court action, known as judicial foreclosure or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 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 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 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 5675 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 5660 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 5685 of the Civil Code).

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

## **PAYMENTS**

When an owner makes a payment, the owner 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 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 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 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 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 5685 of the Civil Code)

## **MEETINGS AND PAYMENT PLANS**

An owner of a separate interest that is not a time-share interest 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 exists. (Section 5665 of the Civil Code)

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

**WATERGATE COMMUNITY ASSOCIATION**

**DELINQUENT ASSESSMENT COLLECTION**

**FEES AND COSTS SCHEDULE**

Distributed with FY 2017-2018 Pro Forma Operating Budget

**FILE SET-UP AND PRE-LIEN PERIOD**

File Set-up Fee/ Document Review	\$100.00	
Cost - Vesting Verification	\$40.00	
Pre-Lien Fee	\$250.00	
Cost - Mailing	\$35.00	
<b>TOTAL</b>		<b>\$425.00</b>

**NODA - NOTICE OF DELINQUENT ASSESSMENT (LIEN) PERIOD**

Notice of Delinquent Assessment Fee	\$350.00	
Cost - Recording Notice of Delinquent Assessment	\$20.00	
Cost - Recording Notice of Delinquent Assessment Release	\$20.00	
Cost - Mailing	\$35.00	
<b>TOTAL</b>		<b>\$425.00</b>

**NOD - NOTICE OF DEFAULT PERIOD**

Trustee's fee	\$350.00	
Cost - Trustee's sale guarantee	\$350.00	
Cost - Recording Notice of Default	\$20.00	
Cost - Recording Rescission	\$20.00	
Cost - Mailing	\$35.00	
Cost - Process Service	\$95.00	
<b>TOTAL</b>		<b>\$870.00</b>

**PUBLICATION PERIOD**

Trustee's fee	\$175.00	
Cost - Publication of Notice of Trustee's Sale	\$1,500.00	
Cost - Posting Notice of Trustee's Sale	\$120.00	
Cost - Recording Notice of Trustee's Sale	\$20.00	
Cost - Mailing	\$35.00	
<b>TOTAL</b>		<b>\$1,850.00</b>

**OTHER CHARGES**

Collectability Profile	\$225.00
Partial Payment Notification Fee	\$25.00
Pre-NOD Notification Fee (subject to additional mailing costs)	\$150.00
Payment Plan Monitoring (per Month via Check)	\$30.00
Payment Plan Monitoring (per Month via ACH)/(Per Month via Check)	\$15/\$30
Payoff Demand Fee/Rush Payoff Demand Fee	\$200/\$300

----- PRICES ARE SUBJECT TO CHANGE -----



## WATERGATE COMMUNITY ASSOCIATION

Schedule of Fines – Civil Code 5850

Year Ending June 30, 2018

The Watergate Community Association Rules Book was reissued in October 1997, and is herein referred to as the "Rules Book."

- A. In general, offenders who have been notified of a violation and given an opportunity for a hearing per page 45 of the Rules Book will be fined \$50 for the initial violation. If the violation continues past one day, the offender will be fined \$100 for a second violation, \$200 for the third violation, and up to \$500 per repetition for any additional repetitions. A specific schedule will be set forth during any hearing held by the Board to consider the violation after it first occurred.
- B. Violations of Community Rules #17 and #19 on page 12 of the Rules Book, and Boardwalk Rule #7 on page 26 of the Rules Book will be subject to a \$500 fine plus costs to repair damage on a first offense. (The applicable rules follow).

### Community Rules

- 17. Any act or omission that poses a fire danger or other risk of loss to structures, landscaping or personal property, or that creates a dangerous condition or an increased risk that WCA will be held liable for injury or damages, is prohibited.
- 19. Pruning trees, shrubs, or vines by residents or their agents is strictly prohibited. The Association staff is responsible for the landscaping. Suggestions and requests must be submitted in writing to the General Manager for review.

### Boardwalk Rule

- 7. Any fire or insurance liability activities are prohibited. Any act or omission that poses a fire danger or other risk of loss to structures, landscaping or personal property or that creates a dangerous condition or an increased risk that WCA will be held liable for injury or damages is prohibited.
- C. Penalties for unit modifications made without compliance with WCA rules and guidelines or without City permits and inspections are as follows:
    - 1. The City will be notified and their penalties applied.
    - 2. WCA will charge the homeowner for an inspection of the unit. Homeowners will open appropriate walls to make the work accessible for inspections. Fees will be estimated on a time basis for this aspect of the work, and the cost implication borne by the homeowner. Fines will range from \$50 to \$1,000, as determined by the Board of Directors based on the extent of the violation.
  - D. Chronic offenders who remain in violation may be subject to recurring fines on a daily, weekly, monthly or per occurrence basis until the violation is corrected. In a case where the Board imposes a reimbursement assessment, the Association may enforce the assessment by recording an assessment lien, and if necessary, by a judicial or non-judicial foreclosure.

In accordance with sections 4.3, 4.4, and 4.7 of the Revised Declaration (CC&Rs) the Board may levy special, reimbursement and additional assessments for failure to comply with the Revised Declaration (CC&Rs) and Community Rules. The Board shall have the right to bring all actions for collection for any particular charge including interest, late charges, costs of collection and reasonable legal fees.

**SUMMARY IN COMPLIANCE WITH CALIFORNIA CIVIL CODE SECTIONS 5920, 5925 and 5965**  
Internal Dispute Resolution & Alternative Dispute Resolution

Pursuant to California Civil Code Sections 5900 and 5920, the following is provided as a summary of the statutory provisions of the codes providing for internal dispute resolution and alternative dispute resolution procedures.

**I. California Civil Code Sections 5900 - 5920 (Internal Dispute Resolution). These provisions supplement the statutory provisions for alternative dispute resolution under California Civil Code Sections 5900 - 5920.**

These provisions apply to a dispute between the Association and a member involving their rights, duties, or liabilities under the Davis-Stirling Common Interest Development Act, Civil Code Section 4000, et seq.; the California Non-Profit Mutual Benefit Corporation Law, Corporations Code Section 7110, et seq.; or the Governing Documents of the Association. It is in addition to the requirements of California Civil Code Section 5925, et seq., setting forth alternative dispute resolution procedures.

Either party to a dispute within the scope of Civil Code Section 5900 - 5920 may invoke the following procedures:

A. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

B. A Member of the Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.

C. The Association's Board of Directors shall designate a Member of the Board to meet and confer.

D. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

E. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

An agreement reached under these terms binds the parties and is judicially enforceable if both of the following conditions are satisfied:

1. The agreement is not in conflict with law or the governing documents of the Association.

2. The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

A member of the Association may not be charged a fee to participate in the Internal Dispute Resolution process.

**II. California Civil Code Sections 5925 - 5965 (Alternative Dispute Resolution).**

A. Application of the Statute.

"Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or non-binding, with the voluntary consent of the parties.

"Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

1. Enforcement of this statute;
2. Enforcement of the Nonprofit Mutual Benefit Corporation Law, commencing with Section 7110; and,
3. Enforcement of the Governing Documents of the Association.

The Association or an Owner or a Member of the Association may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to Alternative Dispute Resolution pursuant to this article.

Finally, California Civil Code Section 5925 only applies to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess ten thousand dollars (\$10,000) for individuals, or five thousand dollars (\$5,000) for homeowner associations. This section does not apply to a small claim action and, except as provided by law, does not apply to an assessment dispute.

## **B. Procedures.**

### **1. Making the Request.**

Any party to a dispute may initiate the process by serving on all other parties to the dispute a "Request for Resolution." The Request for Resolution shall include all of the following:

- (a) A brief description of the dispute between the Parties;
- (b) A request for Alternative Dispute Resolution;
- (c) A notice that the party receiving the Request for Resolution is required to respond within thirty (30) days of receipt or the request will be deemed rejected;
- (d) If the party on whom the request is served is the Owner of a separate interest, a copy of this article.

Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

A party on whom a Request for Resolution is served has thirty (30) days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the Alternative Dispute Resolution within ninety (90) days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of Alternative Dispute Resolution initiated by a Request for Resolution under this article, other than arbitration. This means that all statements, negotiations, and documents made or created at, or in conjunction with ADR are confidential.

Finally, the costs of the Alternative Dispute Resolution shall be borne by the parties.

## **2. The Time of the Request - Tolling Provisions.**

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

- (a) The thirty (30) day period for response to a Request for Resolution; and,
- (b) If the Request for Resolution is accepted, the ninety (90) day period for completion of Alternative Dispute Resolution, including any extension of time stipulated to by the parties in writing.

## **3. Certificate of Compliance.**

At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

- (a) Alternative Dispute Resolution has been completed in compliance with this article;
- (b) One of the other parties to the dispute did not accept the terms offered for Alternative Dispute Resolution; or,
- (c) Preliminary or temporary injunctive relief is necessary.

Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to Alternative Dispute Resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

## **4. Costs of ADR.**

The costs of the Alternative Dispute Resolution shall be borne by the parties.

## **C. Failure to Participate In ADR.**

In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of Section 5975, the court, in determining the amount of the award, may consider whether a party's refusal to participate in Alternative Dispute Resolution before commencement of the action was reasonable.

In compliance with California Civil Code Section 5965 the Association also provides you with the following:

**Failure of a Member of the Association to comply with the Alternative Dispute Resolution requirements of Section 5930 of the Civil Code may result in the loss of your right to sue the Association or another Member of the Association regarding enforcement of the governing documents or the applicable law.**

**WATERGATE COMMUNITY ASSOCIATION**  
**APPLICATION PROCEDURES FOR MODIFICATIONS TO UNITS – CIVIL CODE §4765**

1. Applications requiring Board approval must be submitted to the Watergate Community Association (WCA) office no later than *10 days prior* to the scheduled monthly meeting of the Architectural Control Committee (ACC) for the committee to review the application and make its recommendations to the Board. To verify schedule of ACC meetings, contact the WCA office.
2. Applications submitted for review must include written descriptions and specifications of all the proposed modifications. Please include before and after drawings and/or floor plans (available at the WCA office).
3. Applications are then submitted to the ACC for review.
4. The ACC then submits its recommendations to the WCA Board of Directors at the next Board meeting as to:
  - a) Whether or not the modifications are in compliance with the governing documents, rules and ACC guidelines.
  - b) A list of inspections and conditions of compliance, if applicable.
  - c) Their recommendations for approval or denial.
5. Upon Board approval, the original application and plans will be kept on file to record the extent of the permitted modifications. Also at this time, the WCA will issue to the applicant a formal letter communicating the results of the application. In most cases, the City will require an approval letter before City permits are issued.
6. If construction is subject to City permits and approvals, a copy of the permits must be filed with the WCA office before a WCA Construction Permit will be issued. This permit will then be posted on the exterior or the unit door during construction hours (see page 22 of the WCA Rules). Copies of any inspections and approval records must be filed with the WCA no later than 2 weeks after completion of construction.
7. All work must be performed by appropriately licensed personnel who are appropriately insured in the state of California. The contractor's license # (if applicable) shall appear on the Watergate Construction Permit.
8. Once issued, the Watergate Construction Permit will have an expiration date one year from the day that the application was approved. Any work performed after this date will be in violation of established Unit Modification guidelines and procedures.
9. The modification files will remain open in the WCA office until all appropriate documents are received and a final inspection by WCA personnel is scheduled and completed.
10. Penalties for non-compliance with WCA's governing documents, rules, and ACC guidelines adopted by the Board or for modifications without required City permits and inspections will be as follows:
  - a) The City will be notified, and their penalties will apply.
  - b) The WCA will charge the homeowner the associated costs for inspection(s) of the unit. If necessary, the homeowner will open appropriate walls to make the modification(s) accessible for inspection. Fees will be estimated on the time basis for this work, and the cost implication will be borne by the homeowner.

## **WATERGATE COMMUNITY ASSOCIATION RULES**

The following requirements established by WCA pertaining to the security and privacy of residents must be followed during all remodeling.

1. Homeowner/applicant is responsible for obtaining and reviewing a copy of the governing documents, rules and ACC guidelines adopted by the Board pertaining to modifications of units, and is responsible for informing their contractor or builder to abide by their contents. This is to be done prior to filing an application.
2. All construction is to take place during daylight hours only, and shall not begin before 8:00 a.m. and must finish before 5:00 p.m. No construction shall take place on weekends. Any deviation from the above requires prior approval from the WCA office. Weekend construction for minor modifications by homeowners between 10:00 a.m. and 6:00 p.m. is allowed and subject to general rules. The WCA Construction Permit shall be placed on the exterior of the hallway door while work is being performed.
3. All contractors, their agents, and employees will be responsible for the disposal of all waste materials that result from their work, including cleaning of the affected areas on a daily basis.
4. All adjacent units shall be notified of the construction date and duration of construction. This notification shall be distributed one week prior to the beginning of construction.
5. A waiver must be signed and recorded at the WCA office, attesting to the individual owner's responsibility for any damage resulting from work performed, and insuring that the WCA be held harmless and free of responsibility.
6. Alterations to the cable TV or Life Safety equipment shall be approved and/or arranged by the WCA using WCA approved contractors. All costs associated with said alterations or necessary repairs that are a result of such alterations shall be borne by the Homeowner.

## **WATERGATE CONSTRUCTION GENERAL GUIDELINES**

The Watergate Community buildings were built in the early 1970's in accordance with applicable codes. There has been major structural upgrading since that time in order to bring the buildings up to new standards and codes. In order to the standards and quality of our buildings for ease of maintenance, the following WCA guidelines must be followed:

### **STRUCTURAL**

Any demolition or addition of walls in part or all requires a structural review of the existing structural drawings by a licensed structural engineer or architect, and/or City Building Department review. No work on any unit will be allowed without the required city permit(s).

Any penetration in the common area walls, ceiling and/or floors requires Board approval.

### **MECHANICAL**

Replacing a bathroom fan will require a permit from the City of Emeryville's Building Department, which requires written authorization from the WCA. New fans for bathrooms also require a hook-up to the vent passing through common area duct.

Fans that may work on a 15 Amp Circuit are:

Nutone Light and Fan, Model #668RP\$54.00 (approx.)

Nutone Fan, Model #686

\$21.00 (approx)

Permits that may be required are: Electrical, Mechanical, and Structural.

Please communicate to the building Department what current fixture or type you have and obtain a brochure of the model you wish to install.

### ELECTRICAL

Recessed lights in units require a City permit and must meet code requirements for fire separation between the units.

Appliances requiring power supply (e.g. microwave) should not use the lighting circuit. They must meet the code requirements as specified for the appliance. No modifications are allowed to the circuit breaker panels without a City permit.

### PLUMBING

If a new mixing valve is installed, a large style orifice should be used. Install a plastic or similar pipe guard at stud walls and plates. Common area walls around the pipes and penetrations must be sealed, not only for fire separation but also to prevent rodent entry. Old dishwashers may have leakage problems and need maintenance to prevent leakage and consequent liability to the homeowner. \*\*It is highly recommended that all applicable angle stops be replaced. WCA will not be held responsible for failure of these devices (requires 48 hr water shut-off request from WCA).

### FLOOR AND CEILING INSULATION

Flooring alterations other than carpet must be approved by the WCA. Such installations must be insulated regardless of Unit location to prevent sound carrying to adjoining units.

Insulation in ceilings and walls requires Board approval.

### OTHER

Plexiglas, or like screening, must meet WCA standard specifications and must be approved by the city. No foil or reflective materials is permitted on windows or window coverings.

Removal of "popcorn" ceiling material is not permitted without a City permit. A licensed asbestos removal contractor under supervision from the BAAQMD is required to remove asbestos material that may be in the ceiling.

### City of Emeryville REQUIRED PERMITS

1. **Building:** any construction that exposes wall studs or framing (i.e. tub &/or surround replacement, sliding glass door replacement, replacement of sheetrock, etc.)
2. **Electrical:** rewiring, recessed light fixtures, additional or new appliances that deviate from existing positions, or increase in the weight or electrical power capacity and modifications to the unit's electrical panel.

3. **Plumbing:** repositioning of existing or new sinks, bathtubs, showers, toilets, or any plumbing work accessing the common areas. Washers and dryers are not allowed. (Note: Replacement of bathtub will, in most cases, require a building permit as the sheetrock behind the tile will almost always need to be replaced.) \*\*It is strongly recommended that you replace any and all angle-stop valves during the course of any plumbing work (requires 48 hr water shut-off request from WCA).
4. **Structural:** demolition of walls and partitions, any fixed attachments to the wall, such as wall-hung cabinets, bookshelves, or appliances which increase the structural load on walls.

**NOTE:** The removal of a wall(s) will require a Structural Engineer's report to protect the structural integrity of the building. Marble tile installations may also require a Structural Engineer's report to protect the structural integrity of the building.

5. **Asbestos:** removal of popcorn ceiling exceeding 100 sq. ft. shall be performed by a licensed asbestos abatement contractor under supervision of the Bay Area Air Quality Management District (BAAQMD)
6. Drywall of Common walls.
7. Enclosing balcony (must meet WCA standard specifications).
8. Changes to balcony or decorative treatments other than guidelines requiring approval from the Board.
9. Surface treatment or sealing of balcony floor. The additional weight may require a structural load test report and will require proper slope and drainage.

**NB:** These are guidelines only. Please consult the City of Emeryville Building Dept. at (510) 596-4310 for specific information.

#### **MODIFICATIONS NOT PERMITTED**

1. Installations that exceed the design of the building are not allowed.
2. Washers and dryers are not permitted due to existing plumbing conditions as per City of Emeryville.
3. Additional skylights and fireplaces are not permitted.

#### **COSMETIC CHANGES REQUIRING WCA APPROVAL**

1. All ceramic tile, vinyl, and hardwood flooring must be insulated to prevent noise from carrying to neighboring units regardless of location. Installation of wood &/or ceramic tile flooring in other locations requires WCA office approval. Installation of any other flooring material requires Board approval.
2. Replacement of Windows as per WCA specs.
3. Removal of Asbestos acoustic ceiling texture as per WCA specs.



4. Replacement of bathroom tub and/or tile surround to the extent that it is a cosmetic renovation (vs. a repair to correct a water leak).

**COSMETIC CHANGES (No WCA Approval Required)**

1. Installation of wood and vinyl in the kitchen and/or bathroom only, as well as installation of, or changes to, carpeting and Wall surface treatments.
2. Installation of, or changes to, carpeting and Wall surface treatments.
3. Replacement of appliances with no deviation from existing position or increase in, with, or electrical power capacity.
4. Removal or replacement of closet doors, dividers and/or shelves.
5. Surface-mounted electrical appliances.
6. Light fixtures and minor electrical appliances.
7. Light fixtures and minor electrical alterations with no change from the original position (except recessed lights).
8. Interior window coverings (though these must comply with the governing documents).
9. Standard vanities, counter tops, sinks, and toilets with no change to the position of the units (i.e. replacement in kind). New codes must be adhered to where they apply.

**NOTE:** Any deviation from the above guidelines will require approval from the Board of Directors.

Although approval is not needed for the above items, it is recommended that owners notify the WCA office of their intent to in order to ensure that Security or the WCA office is able to answer any inquiries regarding "noise" or "construction work".

# **WATERGATE COMMUNITY ASSOCIATION**

## **Registration and ID Card Schedule of Fees Year Ending June 30, 2018**

All residents must register at the WCA office according to the following parameters:

### **GUEST**

#### **1 to 14 Days**

Guest cards are obtained at the Clipper Club, no charge. Guests must have their Guest card and a picture ID when not accompanied by a resident while using the Watergate Community facilities except for the Health Club. Guests may not use the Health Club unless accompanied by a Watergate Resident.

### **TEMPORARY RESIDENT**

#### **15 to 90 Days**

Temporary Resident cards are obtained through the Watergate Community Association office. The Homeowner (or agent) must sign the WCA Registration Authorization form, certifying that the temporary resident is residing with owner and authorizing the WCA to provide a Temporary Resident card. The resident is residing with owner and authorizing the WCA to provide a Temporary Resident card. The processing fee is \$20.00 and the card is non-renewable after the 90 consecutive days. Temporary Residents may use all of the Watergate Community facilities, even if not accompanied by a resident, as long as they provide the Temporary Resident card along with a picture ID card.

### **RESIDENT**

#### ▪ **TENANT(s):**

##### **Up to 1-Year**

\$225.00 for the initial move-in processing fee. All additional move-ins are \$225.00 per move, per unit.

Must provide a signed lease agreement and a valid picture ID to register. To update your registration after the initial term, a signed Registration Authorization form is required.

Persons Residing with Homeowner (In excess of 90 consecutive days): Homeowner must sign the Registration Authorization form.

A Watergate ID card is issued at a cost of \$35.00, with \$25.00 refundable only upon return of the ID to the WCA office. This also applies to the replacement of lost or stolen Watergate ID cards.

Yearly ID registration fee is \$10.00 per Watergate ID card, upon receipt of the expired ID card.

#### ▪ **HOMEOWNER(s):**

##### **5-Year**

\$225.00 move-in transfer/processing fee. All additional move-ins are \$225.00 per move, per unit.

Owners, their spouses and dependants residing at Watergate, are issued an ID card free of charge.

Registration must be updated every 5 years at no charge upon receipt of the expired ID card at the WCA office.

Owners, their spouses and dependents pay \$10.00 for replacing a lost/stolen Watergate ID card.

**WATERGATE COMMUNITY ASSOCIATION**

**FHA Certification Disclosure - Civil Code §5300 (b)(10)-(11)**

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 a condominium project**. The association of this common interest development **is certified by the Federal Housing Administration**.

The Association's FHA status is as of **April 24, 2017**. Please visit <https://entp.hud.gov/idapp/html/condlook.cfm> for current information.

**WATERGATE COMMUNITY ASSOCIATION**

**VA Certification Disclosure - Civil Code §5300 (b)(10)-(11)**

Certification by the Veterans 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 a condominium project**. The association of this common interest development **is certified by the Veterans Administration**.

The Association's VA **status is as of April 24, 2017**. Please visit [va.gov](http://va.gov) for current information.

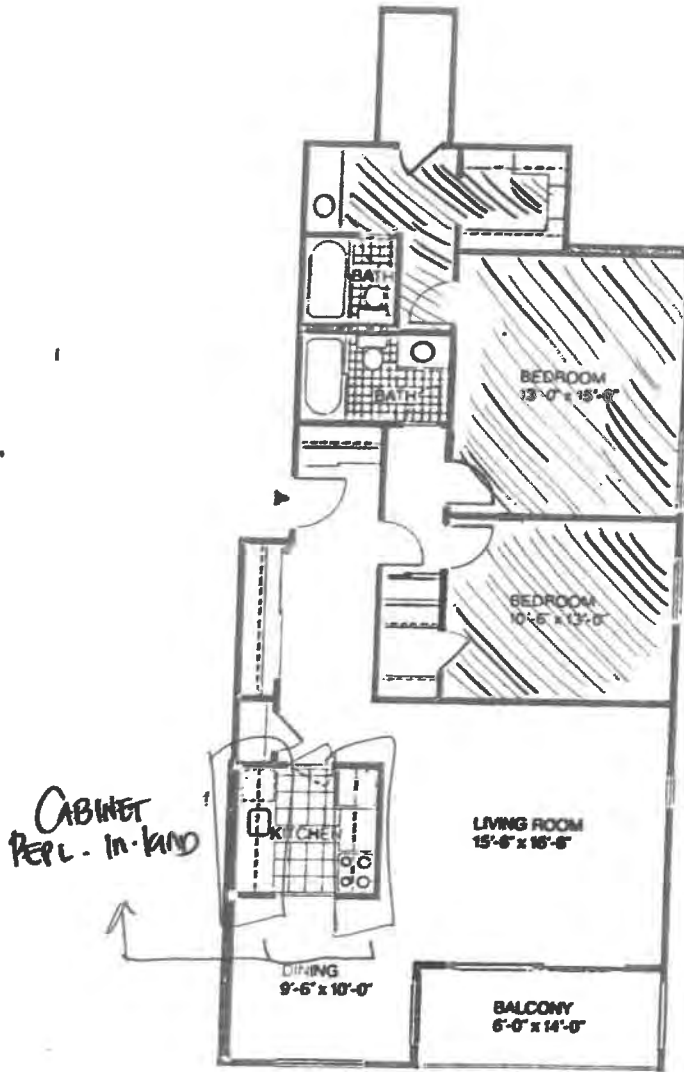
Buyer Received 14 pages

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1,250 square feet

**2D**  
**TWO BEDROOMS**  
**2 BATHS**



 **WATERGATE**  
**CONDOMINIUMS**





# WATERGATE COMMUNITY ASSOCIATION

## Application for Modification of Unit

(see review schedule)

Legal Owner's Name: Alex Girsh

Unit No. & Address: A Commodore 0325

Telephone (home): 415 860 3037 (other): \_\_\_\_\_

Contractor: IBR Construction CA. Lic # 1021661

Address: 80 Dorado terrace SF 94112

Phone: (415) 410 5798

Unit Type: 2D WCA office review date: 05/02/17

ACC review date: n/A BOD review date: n/A

*The Watergate Community Association (WCA), its employees, and its agents will not assume liability for damages caused by or as a consequence of any modifications, whether or not it was caused by positive acts or omissions. As specified in the governing documents, the owners bear all responsibility and/or liability to persons, property, etc. This is not modified or altered by WCA inspections and/or approvals.*

I have reviewed the governing documents, rules and Architectural Control Committee (ACC) guidelines and agree to abide by them.

Signature of Owner: [Signature] Date: 05.1.17

~ WCA Office Use Only ~

1 Complete set of modification details included?

Yes  No

Fees paid? \$ 100.00

Receipt #: CP # 1165

WCA office verification: [Signature]

Date: 05/01/17



# WATERGATE COMMUNITY ASSOCIATION

## Application for Modification of Unit

### Unit Modification Application Checklist

“Complete” applications contain the following items:

- ✓ 1 Completed Application cover page signed by the legal owner of the unit.
- ✓ \$100 application fee.
- ✓ Brief descriptive outline of work to be performed.
  - Flooring alteration requests shall specify which of the currently approved underlayments will be used (see “Approved Flooring Insulation Underlayments” list).
  - Window alteration requests require “before” and “after” diagrams if frame configuration will be different than existing (See Window Specifications).
  - Structural alteration requests require a Structural Engineer’s report outlining implications of proposed changes and mitigating steps to be taken (See Structural Engineer report specifications).
- ✓ “Before” Unit Floor plan (available at WCA office).
- ✓ “After” Unit Floor plan in the case of structural modifications, complete remodels or flooring requests.
- ✓ Signed Construction Debris Addendum.
- ✓ Signed Flooring Addendum if applicable.
- ✓ “Summary of Building Permits Required” page left blank.

Only “Complete” applications shall be approved and/or submitted to the ACC for review.

*Items requiring Board approval must be submitted to the WCA office 10 days prior to the 1<sup>st</sup> Monday of the following month*





# WATERGATE COMMUNITY ASSOCIATION

Application for Modification of Unit

## UNIT MODIFICATION REQUIREMENTS

The Association recognizes your desire to improve the comfort and value of your home. The Board of Directors and fellow Homeowners encourage such modifications as these improvements benefit the community as a whole. Some types of modifications, however, are subject to Board, and/or WCA office approval, and as such, require applications to be filed with the WCA office.

The following items are excerpts from the Watergate Community Rules that pertain directly to Unit Modifications, hours of construction, and responsibilities for maintaining Common Area cleanliness:

Page 21, #13 of the WCA rulebook states: *“Structural alterations to units require approval from the Architectural Control Committee and the Board of Directors. Unit modifications may require similar approval. Application forms and instructions are available at the WCA office.”* If you have any doubts as to whether the work that you are doing in your unit requires Board Approval, please do not hesitate to contact the WCA office.

Page 21, #14 of the Community Association rulebook: *“All contractors working on WCA units must register with Security at 4 Commodore Drive. WCA’s trash bins are not to be used for discarded items, such as appliances, carpeting, etc. Proper disposal of discarded items and clean up are the responsibility of the owner.”*

Page 22, #15 of the WCA Rulebook it states: *“Hours permitted for construction from 8:00 a.m. to 5 p.m. on Monday through Friday. Weekend work is allowed with prior approval from WCA.”*

Your signature below acknowledges that you have read and understood the rules pertaining to alterations within your separate interest Unit and will make every effort to adhere to them. Specific information as to what types of modifications require approval, as well as application schedules and guidelines are available at the WCA at your convenience during regular office hours (Monday through Friday, 8:30 a.m. – 5:30 p.m. excluding holidays).

*Alex Giers*

Owner's Name/Address/Signature

*5.1.17*

Date



# WATERGATE COMMUNITY ASSOCIATION

Application for Modification of Unit

## SCOPE OF WORK OUTLINE

Alex Gies, the legal owner of 4 Commodore 0525, request approval  
Name Address  
from the Watergate Board of Directors to complete the following modifications to my Unit:

STC / 1) 2 Bedrooms - carpet to laminate

N/A / 2) Kitchen upgrade new cabinets  
replacement in kind

N/A / 3) Paint

4)

5)

6)



# WATERGATE COMMUNITY ASSOCIATION

Application for Modification of Unit

## FLOORING ADDENDUM

### HOMEOWNER'S RESPONSIBILITY

The installation of flooring other than carpeting in a unit (excluding the bathroom and kitchen) requires the approval of the Architectural Control Committee and the WCA Board of Directors. Such Flooring will be installed with WCA approved insulation. Your signature below signifies that as the owner of the specified address, you understand and agree to be responsible to take immediate steps to eliminate the cause for complaints that arise from the transmission of noise that is related in any way to the installation of flooring other than carpeting.

In this regards, page 29, article 6.8 of the Watergate CC&Rs states: *Owners shall install and maintain at their sole expense rugs or carpeting on surfaces within their Units, or take other mitigating measures, where noise may disturb another resident.*"

5.1.17

Owner's Name/Address/Signature

Date

H. Commodore

D 325

Coreyville



# WATERGATE COMMUNITY ASSOCIATION

Application for Modification of Unit

## CONSTRUCTION DEBRIS ADDENDUM

### HOMEOWNER'S RESPONSIBILITY

Your signature signifies that as the legal owner of the unit listed below, you understand and agree to be responsible (financially or otherwise) to ensure that the Common Area (including but not limited to the hallways, elevators, lobbies and parking facilities) leading to and from your unit is kept free of resulting dirt and/or debris and that all related debris and refuse will be disposed of off-site. All costs incurred by the Association to remedy the observed defective condition will be the sole responsibility of the unit owner. Furthermore, the costs to return the Common Area to pre-construction condition shall be billed to the owner and paid within 15 days of said billing.

In this regards, page 21, #14 of the Community Association rulebook states: *"All contractors working on WCA units must register with Security at 4 Commodore Drive. WCA's trash bins are not to be used for discarded items, such as appliances, carpeting, etc. Proper disposal of discarded items and clean up are the responsibility of the owner."*

A handwritten signature in black ink, appearing to be "D. B. 25".

Owner's Name/Address/Signature

5.1.17

Date

4 Commodore

D B 25



# WATERGATE COMMUNITY ASSOCIATION

Application for Modification of Unit

## SUMMARY OF BUILDING PERMITS REQUIRED

~ WCA OFFICE USE ONLY ~

BUILDING: Yes  No:

MECHANICAL: Yes  No:

ELECTRICAL: Yes  No:

PLUMBING: Yes  No:

STRUCTURAL: Yes  No:

ASBESTOS: Yes  No:

## ACC RECOMMENDATION, BOARD ACTION & WCA FOLLOW-UP

WCA Considerations/Comments: Date: 05/02/14  
Flooring approved OTC; all other items don't need approval.

Architectural Control Committee Recommendations: Date:  
n/a

Board of Directors Remarks: Date:  
n/a

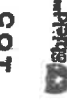
WCA Follow-up:  
Outstanding Certificates: \_\_\_\_\_  
Date of final inspection: \_\_\_\_\_ Date file closed: \_\_\_\_\_



SF HOUSE REALTY INC.  
245 - 2ND AVE  
DALY CITY, CA 94014

11-8187/210

165



DATE 5.1.17

PAY TO THE ORDER OF *New York Community Assoc* \$100.00



← *165*

DOLLARS

1122 Taraval Street  
San Francisco, CA 94116

MEMO *4 Connors place*

*[Signature]*

⑆121081872⑆ 826131223309⑆ 0165

LOOK FOR PAYING-ORDERING FEATURES INCLUDING THE SECURITY BOARD AND WHAT-RELATIVE INFO. DETAILS ON BANK.







# WATERGATE

COMMUNITY ASSOCIATION

May 2, 2017

Girsh, Alex  
245 2<sup>nd</sup> Avenue  
Daly City, CA 94014

RE: 4 Commodore Drive, D325- Conditional Unit Modification Approval: Flooring

Dear Watergate Homeowner:

This is an official notice that effective immediately, the Watergate Community Association has conditionally approved your request to install wood/laminate flooring throughout your unit using an Association approved acoustical underlayment.

Conditions that apply are as follows:

- Strict adherence to Watergate construction specifications and regulations;
- Provide a receipt of the Association approved underlay product to the office to add to the unit modification application;
- Contact the WCA office to schedule an inspection once the work has begun so that the underlayment can be verified and your application file closed.

With regard to the other items listed in the unit modification application – the installation of cabinets/counter that are considered “in-kind” and painting of the entire unit – neither require any approval from the Association of the Board of Directors. Please note that you may begin any of those construction activities at your convenience.

After receipt of all necessary documents, a Watergate construction permit will be issued which shows your neighbors that this work has been approved. Please hang this permit from your door handle or hallway door light fixture while the work is being conducted. When scheduling this work, please take into consideration that hours permitted for construction work are from 8:00 a.m. to 5:00 p.m. on Monday through Friday, and that weekend work is only allowed with prior approval from WCA. Please also inform your contractor that WCA’s trash bins are not to be used for discarded items, such as appliances, carpeting, etc. Proper disposal of discarded items and cleanup of the common area are the responsibility of the owner.

Thank you for following the established WCA procedures. As always, if you have any questions or require any further information; please feel free to call me directly at (510) 450-1722.

Sincerely,

A handwritten signature in black ink, appearing to read 'Loren Perciante', written over a white background.

Loren Perciante  
Assistant General Manager

Cc: Unit File

