

## COMSTOCK HOA 2019 ANNUAL POLICY STATEMENT

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In response to the ever changing disclosure obligations required of community associations, in addition to the 2019 Pro Forma Budget and Reserve Funding Schedule, the following information is provided to our membership:

- Association Notices and Communications Policy
- Notice of Right to Minutes
- Assessment Collection Policy
- Monetary Penalties (Fines) Policy
- Architectural Policy and Fees Policy
- Summary of IDR/ADR Policies
- Summary of Association Insurance Coverage
- Statement of FHA and VA approvals

### ASSOCIATION NOTICES AND COMMUNICATIONS

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**Owner Notices to the Association:** Until December 31, 2018, all notices and/or written communications to the association shall be delivered to Gayle J. Hasley, Managing Agent via email at [office@comstockhoa.org](mailto:office@comstockhoa.org) or via mail addressed to PO Box 23687, Pleasant Hill, CA 94523. As of January 1, 2019, all notices and/or written communications to the association shall be delivered to Denise Castenada, CCAM, via email at [Denise@AllCommunityMgmt.com](mailto:Denise@AllCommunityMgmt.com) or via mail addressed to 2010-A Harbison Drive, #415, Vacaville, CA 95687

A document may also be hand delivered to the Managing Agent at 2010-A Harbison Drive, #415, Vacaville, CA 95687. A written receipt acknowledging delivery of the document shall be provided upon request.

In order to be effective, any of the following requests must be delivered in writing to the association as set forth above:

- A request to change the Member's information in the association membership list.
- A request to add or remove a second address for delivery of individual notices to the Member.
- A request for individual delivery of general notices to the Member, that would otherwise be posted in the common area, on the website, or made by some form of general notice, or a request to cancel a prior request for individual delivery of general notices.
- A request to opt out of the membership list or a request to cancel a prior request to opt out of the membership list.
- A request to receive a full copy of a specified annual budget report or annual policy statement (or any annual disclosures).
- A request to receive all reports that in full that are otherwise provided to members in summary form, or a request to cancel a prior request to receive all reports in full.

All notices of legal action must be delivered to or served on the Agent for Service of Process for the Association who is registered with the State of California, which can be located at [www.sos.ca.gov](http://www.sos.ca.gov), doing a business entity search.

**Association Notices to Owners:** Any notice permitted or required to be provided to an individual Member may be delivered as follows: first-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier.

The document shall be addressed to the recipient at the address last shown on the books of the association. Delivery is deemed to be complete on deposit into the United States mail.

A notice may also be served upon an individual owner by personal service which is a form of service not mentioned in the Davis Stirling Act, but is in the Civil Code. A proof of service should be put in the Association files. Other acceptable ways of providing notices to individuals are:

- Email, facsimile, or other electronic means, if the recipient has consented, in writing, to that method.
- By any other method agreed between a member and the board.
- Notices of disciplinary action may be sent by fax or email if association has written consent of member, but shall also always be provided by first class mail or personal service.

Any general notice that is required to be provided to members such as board meeting notices and agendas, notices relating to ongoing construction, notices regarding rules changes, borrowing from reserves, or any other general notice to members may be delivered as follows:

1. Any of the above-listed methods.
2. Inclusion in a billing statement, newsletter, or other document that is delivered to Members.
3. Posting the printed document in a prominent location that is accessible to all members, if the location has been designated for the posting of general notices by the association in the annual policy statement, prepared pursuant to Section 5310.
4. By posting on the Comstock HOA website that is accessible to all Members.

The *Annual Budget Report*, and *Annual Policy Statement* must be distributed by first class mail to all members. The full report may be digested into summary form; however members may request a full report by giving written notice to the association as described above.

If the association has written consent on file from a Member to distribute by fax or email or other electronic means, these disclosures may, but are not required to be, delivered by electronic means.

Upon receipt of a request by a member identifying a secondary address for delivery of notices of the following types, the association will deliver an additional copy of notices, reports, and disclosures requiring mailing to the secondary address identified in the request.

When mailing a notice, delivery is deemed to occur upon deposit of the envelope with first class postage in the mailbox or at the post office. When sending an electronic mail notice delivery is determined to occur when the notice is sent.

**FOR ALL NOTICES:** Any electronic record satisfies the "in writing" requirement, so long as it comes in a form that can be retained, electronically or printed.

**Reference: The code sections in the 2014 Davis Stirling Act relating to Notices are 4035-4045.**

## **NOTICE OF RIGHT TO MINUTES**

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Minutes (or an unapproved draft) of the Board of Directors meetings will be available and distributed to members upon request and at their cost within 30 days of the meeting. To obtain a copy of these minutes, members may submit a written request, along with a check made payable to Comstock HOA for \$5.00 for each month minutes are requested, to **Comstock HOA**, 2010-A Harbison Drive, #415 Vacaville, CA 95687

## **ASSESSMENT COLLECTION POLICY**

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It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property and other association expenses in a timely fashion. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest. The Association will not use non-judicial foreclosure to collect fines or penalties but other remedies are available to collect these and any sums not suitable for collection by non-judicial foreclosure. The association shall comply with requirements of their CC&R's and the California Civil Code when collecting delinquent assessments. If an error is made that requires termination of any collection proceeding or beginning a collection process over, the Association shall bear the costs; otherwise, the owner is responsible for all costs as identified above.

Assessments are due on the first day of each month and are delinquent if not received by 5:00 p.m. on the 15<sup>th</sup> day of the month. If the 15<sup>th</sup> falls on a Sunday, assessments received by 5 PM on the 16<sup>th</sup> will be applied prior to late charges. A late charge of \$10.00 or 10% of the assessment (or special assessment), whichever is greater, will be charged for any assessment not paid by the due date. Interest may accrue and be charged on all sums including Assessments, late fees and reasonable costs of collection as of 5:00 p.m. on the 30<sup>th</sup> day of the month at the rate of up to 12% per annum. After any payment is late (not paid by the 15<sup>th</sup> day after the due date), a late payment notice is prepared and sent to the owner of record.

**IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

On or about the 46<sup>th</sup> day after a payment is due, a Delinquency Notice is mailed to the owner of record. On or about the 60<sup>th</sup> day a Pre-Lien Notice will be prepared and sent, by certified mail, to the delinquent record owner(s) at the owners' last mailing address provided to the Association. If the delinquent record owner(s) have provided a written notice of a secondary address, all notices shall be sent to that address also. Such notice will include an itemized statement of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any, and a notice that the owner is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's internal dispute resolution "meet and confer" program.

The decision to record a lien shall be made by the Board of Directors, approved by a majority vote in an open meeting. The Board shall record the vote in the minutes of that meeting referring to the property by parcel number, and not name of the owner. Likewise, the decision to file in small claims shall be made by the Board and not the Association's agent.

On or about the 30<sup>th</sup> day after the Pre-Lien Notice is sent the Association may record a lien on the property to secure the debt; however, there are limitations that may preclude foreclosure of the lien at this time (see paragraph 7).

If all sums secured by the lien are not paid in full within thirty (30) days after recordation, and the amount of delinquent regular or special assessments reaches \$1,800.00, not including any accelerated assessments, late charges, fees and costs of collection, attorney's fees, or interest, or has been delinquent more than 12 months, the Board may make the decision to foreclose the lien. All resulting collection fees and costs will be added to the total delinquent amount. At some point in time prior to initiating foreclosure, the Board shall offer the owner and, if so requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program or alternative dispute resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

The decision to initiate foreclosure shall be made only by the Board of Directors, by majority approval, and while the discussion may be held in executive session, the decision shall be recorded in the minutes of an open meeting in the same form as the decision to record a lien was made (by parcel number only). A Board vote to approve foreclosure of a lien must take place at least 30 days prior to any public sale.

If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to an owner who occupies the separate interest or to the owner's legal representative. If the owner does not occupy the separate interest, said notice will be sent by first-class mail, postage prepaid, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the association, the address of the owner's separate interest may be treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.

A non-judicial foreclosure by an association shall be subject to the owner's right to redeem the property up to 90 days after the sale.

All charges assessed to the assessment account must be paid in full as a condition to curing and releasing a recorded Lien and other documents of foreclosure. If the account is not paid in full, arrangements must be made with the Association's Agent assigned to the collection of the account or the Board or Board representative, at a meeting arranged under the "meet and confer" process of the Association.

When a payment is made, the owner may request a receipt and the association will provide it. On the receipt, the association shall indicate the date of payment and person who received it.

You may, but are 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.

Each payment from an owner shall be applied first to the principal assessments owed, and, only after the assessments owed are paid in full shall the payments be applied to costs of collection, attorney's fees, late charges, or interest, unless an alternate agreement is entered into between the Association and the owner.

**PAYMENT PLANS:** An owner may request the association to consider a payment plan to satisfy a delinquent assessment. The Board will inform the owners of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: If an owner's request is mailed within 15 days of the date of the postmark of the notice of delinquency (lien), the Board will meet with the owner in executive session within 45 days of the postmark of that request. However, if there is no regularly scheduled Board meeting during that period, the Board may designate one or more Directors to meet with the owner. Payment plans may incorporate any assessments that accrue during the payment plan period, however they shall not impede an association's ability to record a lien to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Payments plans will include all assessments, late charges, interest and costs of collection, that accrued prior to the commencement of the payment plan. The owner will be charged a payment plan fee to administer the payment plan. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan and all late fees and interest that would have accrued for the time period the payment plan was in effect, will be reinstated to the Owners' account.

**RETURNED CHECKS:** Any check returned by the bank for insufficient funds, stop payment or any other reasons will be charged back to the unit and a \$25.00 administrative fee plus any bank fees will be assessed to the account. If the account has been turned over to the Association's agent for collection and a check is returned, the account will be assessed whatever administrative fees as the Agent provides.

**MAILING ADDRESS:** The mailing address for overnight payment of assessments is the same as that for routine assessment payments unless otherwise noted.

**RECORDS INSPECTION:** An owner of a separate interest has the right to inspect the association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.

Except where prohibited by law, the Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so. To the extent there are any general discretionary changes (rather than compliance related to the law or governing documents); the Board shall circulate the policy to owners at least 30 days before the meeting at which the revisions will be considered.

This policy is consistent with the Association's CC&R's as well as the following Civil Code Sections in the Davis-Stirling Act:

DAVIS-STIRLING CONVERSION CHART Re: Collection Policy		
Civil Code 2013	Civil Code 2014	Subject
1363(f)&(g)	5850-5855	Monetary Penalty Schedule, Hearing Notice and Decision
1366	5600-5650	Levy of Assessments; Limitations, Increases; Delinquent Assessments; Late Fees and Interest
1367.1-1367.4	5650-5725	Payments; Disputes As To Debt; Procedure; Enforcement Of Lien; Penalty; Priority Of Lien; Assignment Or Pledge Of Right To Collect Payments; Actions Under Code Of Civil Procedure; Correction Of Errors; Application Of Section
1367.1	5665	Right To Request Meet And Confer (IDR) With The Board; Debts For Assessments That Arise On And After January 1, 2006; Collection Of Delinquent Assessments
1367.4	5715-5740	Application Of Limitation On Foreclosure Of Assessment Liens, Minimum Requirements Before Foreclosure Is Allowed, Right Of Redemption
1362.5	5205	Right To Inspect Association Records
1363.810	5900	IDR
1369.510	5925	ADR

**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 to the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section [11211.7](#) of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

## MONETARY (FINES) POLICY

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**FINE POLICY:** Any violation of published rules and regulations, or CC&Rs, shall result in the following:

*First offense:* A personal phone call or letter to ensure that owner/residents are familiar with the rules.

*Second offense:* A warning letter citing the problem and requesting correction within a specified time frame.

*Third offense:* A letter requesting owner attend the next Board meeting for a hearing before the Board of Directors and correct the violation. Failure to do either may result in a \$25.00 fine and/or loss of association privileges.

*Fourth offense:* A fine of \$50.00 may be assessed.

*Continuing offenses:* Fines of \$100 may be imposed at 10-day intervals until the problem is rectified.

**NOTE 1:** A one-time \$500 fine will be imposed whenever a homeowner makes a change to the exterior of the building without applying for approval using the required Architectural Approval Request form. This includes changes to windows, doors, balconies, lights, or any other component that is visible from the common area.

## ARCHITECTURAL PROCEDURES

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Owners may not commence any internal modification, rearrangement, or addition that involves construction, rewiring or re-plumbing that would affect, touch, or alter the roofing system, any neighboring unit, any common walls, including but not limited to utilities or plumbing, windows, doors, balconies, or that would affect the supporting structures without applying for and receiving written architectural approval. An architectural request form is located on the HOA website at <http://comstockhoa.org/docs/AlterationForm.pdf>.

## **INTERNAL DISPUTE RESOLUTION**

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Pursuant to the Civil Code, § 5900, this Association has adopted procedures under §5900 for Internal Dispute Resolution. The procedure provided below is considered fair, reasonable, and expeditious, within the meaning of the aforesaid statutes. Either party to a dispute within the scope of this article (described below) may invoke the following procedure:

- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
- (3) The association's board of directors shall designate director or directors to meet and confer.
- (4) 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.
- (5) 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 this section 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 common interest development or 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 process.

These procedures apply to a dispute between an association and a member involving their rights, duties, or liabilities under this title, under the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code), or under the governing documents of the common interest development or association.

These provisions do not replace the ADR option allowed by Section 5925 etc. relating to alternative dispute resolution as a prerequisite to an enforcement action (which means filing of litigation).

## **ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCEDURES**

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"Alternative Dispute Resolution" means mediation, arbitration, conciliation, or other no 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 nonbinding, with the voluntary consent of the parties. The parties shall share the cost of these proceedings.

Neither an association nor an owner or a member is entitled to file an enforcement action in the superior court unless the parties have first endeavored to submit their dispute to alternative dispute resolution pursuant to the referenced statutes.

The requirements apply only to an enforcement action that is solely for declaratory, injunctive, or writ relief (meaning asking the court to interpret, determine or order something), or for that relief in conjunction with a claim for monetary damages that does not exceed five thousand dollars (\$5,000). These requirements do not apply to a small claims action. Except as otherwise provided by law, this section does not apply to an assessment dispute.



Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

- (1) A brief description of the dispute between the parties.
- (2) A request for alternative dispute resolution.
- (3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
- (4) 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 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 Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless the time is extended by agreement of the parties.

*FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH  
THE PREFILING REQUIREMENTS OF SECTION 5925 OF THE 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.*

Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents, the law requires the association or the individual to file a certificate with the court stating that ADR has been completed prior to the filing of the suit. Failure to file this certificate may be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certification of the attempts made to seek resolution. If one or the other of the parties to the dispute refused ADR prior to the filing of the complaint, the certificate should so state. If immediate action is needed by seeking preliminary or temporary injunctive relief or the statute of limitations period for filing the suit will expire within 120 days of the lawsuit being filed, the certificate should state the necessity of immediacy. Without the certification, a court may dismiss the action.

Furthermore, in any lawsuit to enforce the governing documents, the prevailing party may be awarded attorney's fees and costs under Civil Code §5975. The court may consider any party's refusal to participate in ADR prior to the lawsuit being filed when it determines the amount of the award.

**INSURANCE DISCLOSURE – SEE ATTACHED CIVIL CODE 5300(b)(9) Summary Form**

Insurance is provided through Socher Insurance Agency except that the Fidelity Bond in the amount of \$600,000 is provided by CID Insurance. Note that the master policy is a "walls in" policy that does not cover personal property or provide personal liability of either the unit owner or the unit owners tenant and includes a \$5,000 deductible. Homeowners are required by both our governing documents and most mortgage holders, to carry their own HO6 policy to cover interior liability and personal property damage not covered by the association. We recommend you include loss assessment coverage in your policy.

Note the HOA does not carry earthquake insurance coverage. It is not required to do so by the governing documents and was cancelled after a vote from the homeowners some years ago. Individuals may purchase personal property coverage through the California Earthquake Insurance

Authority, a state agency that provides polices. When searching for coverage, point out that the association has no master coverage for earthquake as this may limit the number of carriers available.

September 21, 2018

**THE COMSTOCK CONDOMINIUM HOMEOWNERS ASSOCIATION**

Civil Code 5300(b)(9) Disclosure Summary Form

Property: International Insurance Company of Hannover SE: 09/24/2018 – 09/24/2019  
\$22,547,719 Special Form (wind included), 100% Replacement Cost Basis with Agreed Value (No co-insurance) and a \$5,000 Deductible per Occurrence. Equipment Breakdown included.

General Liability: International Insurance Company of Hannover SE: 09/24/2018 – 09/24/2019  
\$1,000,000 per Occurrence/\$2,000,000 General Aggregate with a \$0 Deductible.  
\$1,000,000 Non-owned and Hired Automobile Liability is included in this Policy.

Umbrella Liability: Greenwich Insurance Company: 09/24/2018 – 09/24/2019  
\$5,000,000 Each Occurrence/\$5,000,000 General Aggregate with a \$0 Self Insured Retention Each Occurrence. This coverage is in excess of the General Liability, Non-owned and Hired Automobile Liability, Directors' & Officers Liability and Workers' Compensation.

Directors' and Officers Liability: Continental Casualty Company: 09/24/2018 – 09/24/2019  
\$1,000,000 per Occurrence and Annual Aggregate with a \$1,000 Retention per Occurrence.

Employee Dishonesty: No coverage through our agency. See below for Employee Dishonesty Coverage Info

Workers' Compensation: Wesco Insurance Company: 09/24/2018 – 09/24/2019  
\$1,000,000 Coverage statutory limits as required by California law.

Equipment Breakdown Coverage: No coverage through our agency.

Earthquake Insurance: No coverage through our agency.

Flood: No coverage through our agency.

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

Employee Dishonest: Coverage is provided by CID Insurance Programs 06/01/18 - 06/01/19

***\*\*For lender and/or unit specific Evidence of Insurance please call EOI Direct at 877-456-3643. For general proof of insurance please contact Socher Insurance at 877-317-9300\*\****

# California Bill AB-596

## FHA Disclosure

**PROPERTY NAME:** The Comstock Condominium Homeowners Association  
**TRACT:** Map No. 5428, Contra Costa County  
**FHA CONDO ID #** S013747  
**CURRENT STATUS:** Approved

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

This common interest development  is  is not (circle one) ] a condominium project. The association of this common interest development  is  is not (circle one) ] certified by the Federal Housing Administration.

**This information was compiled on June 21, 2017. To check the current status of the FHA Certification please visit:**

[www.fhareview.com/check-fha](http://www.fhareview.com/check-fha)

NOTE: This information is current as of November 1, 2018.

This disclosure was professionally prepared by FHA Review, a third party submission service. Any questions regarding the status of FHA or VA approval can be directed to FHA Review (714) 536-6500



# California Bill AB-596

## VA Disclosure

**PROPERTY NAME:** The Comstock Condominium Homeowners Association  
**\*Listed as 'Comstock Garden'**  
**TRACT:** Map No. 5428, Contra Costa County  
**VA ID:** C00237  
**CURRENT STATUS** Accepted Without Conditions

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

This common interest development (is) is not (circle one) ] a condominium project. The association of this common interest development (is) is not (circle one) ] certified by the Federal Department of Veterans Affairs.

**This information was compiled on June 21, 2017. To check the current status of the VA Certification please visit:**

[www.fhareview.com/check-va](http://www.fhareview.com/check-va)

NOTE: This information is current as of November 1, 2018.

This disclosure was professionally prepared by FHA Review, a third party submission service. Any questions regarding the status of FHA or VA approval can be directed to FHA Review (714) 536-6500

